**EMBRACE HEALTHWEAR, INC.**

**FOUNDER’S RESTRICTED STOCK PURCHASE AGREEMENT**

This Founder’s Restricted Stock Purchase Agreement (the “***Agreement***”) is made as of October 20th, 2017 (the “***Effective Date***”) by and between **Embrace Healthwear, Inc.**, a Delaware corporation (the “***Company***”), and **Michael Horvath**  (“***Purchaser***”).

WHEREAS, the Company now desires to sell and issue to Purchaser, and Purchaser desires to acquire from the Company, One Hundred and Fifty Thousand (150,000) shares (the “***Shares***”) of Common Stock of the Company, $0.0001 par value per share (“***Common Stock***”).

WHEREAS, the Parties desire to enter into this Agreement to (i) memorialize the issuance of the Shares by the Company to Purchaser and (ii) implement and memorialize a mechanism for the repurchase of the Shares should Purchaser’s relationship with the Company terminate, all as more fully set forth below.

NOW, THEREFORE, in consideration of the premises and the representations, warranties, covenants and agreements contained in this Agreement, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

**1. Sale of the Shares.** Subject to the terms and conditions of this Agreement, (a) on the Purchase Date (as defined below) the Company will issue and sell to Purchaser, and Purchaser agrees to purchase from the Company, the Shares, at a purchase price of $0.0001 per Share, for a total purchase price of $1.50, of which $1.50 shall be payable in cash and the remaining amount shall be payable by the transfer of Intellectual Property (as defined below) pursuant to Section 2(b) below. The term “Shares” refers to the Shares and all securities received in replacement of or in connection with the Shares pursuant to stock dividends or splits, all securities received in replacement of the Shares in a recapitalization, merger, reorganization, exchange or the like, and all new, substituted or additional securities or other properties to which Purchaser is entitled by reason of Purchaser’s ownership of the Shares.

2. **Purchase of the Shares.**

1. The purchase and sale of the Shares under this Agreement shall occur at the principal office of the Company simultaneously with the execution and delivery of this Agreement by the parties or on such other date as the Company and Purchaser shall agree (the “***Purchase Date***”). On the Purchase Date, the Company will deliver to Purchaser a certificate representing the Additional Shares, which shall be issued in Purchaser’s name, against payment of the purchase price therefor by Purchaser, pursuant to Section 2(b) below.
2. As partial consideration for the Company’s sell and issuance of the Shares to Purchaser pursuant to this Agreement, the Purchaser hereby transfers and assigns to the Company any and all right, title and interest the Purchaser has in the Company’s business and an Intellectual Property (as defined below) related to the Company’s business, as currently conducted and as contemplated to be conducted. For purposes hereof, “***Intellectual Property***” means: (A) United States and foreign patents, trademarks, copyrights and mask works, registrations and applications therefor, and rights granted upon any reissue, division, continuation or continuation-in-part thereof, (B) trade secret rights arising out of the laws of any and all jurisdictions, (C) ideas, inventions, concepts, technology, software, methods, processes, drawings, illustrations, writings know-how, show-how, trade names, domain names, web addresses and web sites, and all rights therein and thereto, (D) any other intellectual property rights, whether or not registrable, and (E) licenses in or to any of the foregoing. Further, the Purchaser agrees to take all actions reasonably requested by the Company to assist the Company in effecting the foregoing transfer and in establishing, perfecting, defending, enforcing and protecting the Company’s rights in any of the above transferred items, including without limitation assisting in the prosecution of any patent applications included in or based upon the Intellectual Property.

3. **Limitations on Transfer.** Notwithstanding anything to the contrary in the Prior Purchase Agreement, in addition to any other limitation on transfer created by applicable securities laws, Purchaser shall not assign, encumber or dispose of any interest in any of the Shares except in compliance with the provisions below and applicable securities laws.

(a) Repurchase Option.

(i) Subject to the terms set forth below in Section 3(a)(iv), in the event of the voluntary or involuntary termination of Purchaser’s status as a continuous service provider to the Company (as a director, officer, independent contractor or employee) for any reason (including death or Disability), with or without cause, the Company shall upon the date of such termination (the “***Termination Date***”) have an irrevocable, exclusive option (the “***Repurchase Option***”) for a period of three (3) months from such date to repurchase all or any portion of the Unvested Shares held by Purchaser as of the Termination Date which have not yet been released from the Company’s Repurchase Option (the “***Repurchased Shares***”) at the original purchase price per share paid by Purchaser for the Shares, adjusted for any stock splits, stock dividends and the like (such aggregate original purchase price payable by the Company in respect of the Repurchased Shares hereinafter referred to as the “***Repurchase Price***”).

(ii) Subject to the terms set forth below in this Section 3(a)(ii), the Repurchase Option shall be exercised by the Company by written notice at any time within three (3) months following the Termination Date to Purchaser or Purchaser’s executor and, at the Company’s option, (A) by delivery to Purchaser or Purchaser’s executor with such notice of a check in an amount equal to the Repurchase Price, (B) by cancellation by the Company of indebtedness equal to the Repurchase Price, or (C) by a combination of (A) and (B) so that the combined payment and cancellation of indebtedness equals the Repurchase Price. Upon delivery of such notice and payment of the purchase price in any of the ways described above, the Company shall become the legal and beneficial owner of the Repurchased Shares and all rights and interest therein or related thereto, and the Company shall have the right to transfer the Repurchased Shares to its own name, without further action by Purchaser. Notwithstanding anything to the contrary herein, if the Company has not exercised the Repurchase Option within one (1) month after the Termination Date by delivering a written notice to Purchase as described above in this Section 3(a)(ii), the Company shall be deemed to have exercised the Repurchase Option with respect to the Repurchased Shares on the calendar day immediately after such one (1)-month anniversary of the Termination Date, and thereafter the Company shall become the legal and beneficial owner of the Repurchased Shares (and all rights and interest therein or related thereto) and the only rights or interest that Purchaser shall have with regard to the Repurchased Shares shall be Purchaser’s right to receive payment of the Repurchase Price by the Company in the manner described in clauses (A) through (C) above in this Section 3(a)(ii).

(iii) Unvested and Vested Shares. Shares that are vested pursuant to the schedule set forth herein are “***Vested Shares***”. Shares that are not vested pursuant to the schedule set forth herein are “***Unvested Shares***”. Unvested Shares may not be sold or otherwise transferred by Purchaser without the Company’s prior written consent. On the Effective Date, all of the One Hundred and Fifty Thousand (150,000) Shares will be Unvested Shares. Provided that Purchaser is continuously providing services to the Company (as a director, officer, independent contractor or employee) for at least 80 hours per month, at all times after the Effective Date, so long as Purchaser continues to provide services to the Company (as a director, officer, independent contractor or employee), an additional 4,166 Shares will become Vested Shares (with any fractional shares rounded down) on the fifteenth (15th) day of each calendar month after the date hereof, and thereafter, on November 15th, 2020, all then-remaining Unvested Shares shall vest and become Vested Shares. No Shares will become Vested Shares after the Termination Date, if any.

(iv) Acceleration of Vesting. Notwithstanding any other provisions of this Agreement or in the Prior Purchase Agreement, the Repurchase Option shall immediately lapse with respect to all of the then-Unvested Shares (and all of the Shares shall immediately become Vested Shares) (i) in the event of a Change of Control while Purchaser is providing services to the Company (as a director, officer, independent contractor or employee), and (ii) in the event of an Involuntary Termination (as defined below).

“***Change of Control***” shall mean: (i) the consummation of a merger or consolidation of the Company with or into another entity or any other corporate reorganization, if persons who were not Purchasers of the Company immediately prior to such merger, consolidation or other reorganization own immediately after such merger, consolidation or other reorganization 50% or more of the voting power of the outstanding securities of each of (A) the continuing or surviving corporation and (B) any direct or indirect parent corporation of such continuing or surviving entity; or (ii) the sale, transfer, or other disposition of all or substantially all of the Company’s assets. A transaction shall not constitute a Change of Control if (1) it is a bona fide equity financing of the Company or (2) its sole purpose is to change the state of the Company’s organization, change the Company’s form of business entity to a corporation or other form of entity, or to create a holding company that will be owned in substantially the same proportions by the persons who held the Company’s securities immediately before such transaction.

“***Involuntary Termination***” shall mean the termination of Purchaser’s status as a continuous service provider to the Company (as a director, officer, independent contractor or employee) by reason of (i) Purchaser’s involuntary dismissal or discharge by the Company for reasons other than Cause (as defined below), or (ii) Purchaser’s voluntary resignation with twenty (20) days-notice to the Company following (A) a change in Purchaser’s position with the Company (or Parent or Subsidiary employing Purchaser) which materially reduces his or her duties and responsibilities, provided that a change in title shall not be construed as a diminution in responsibility, (B) a reduction in Purchaser’s level of compensation (including base salary, fringe benefits and target bonus under any corporate performance based incentive programs) by more than twenty percent (20%), unless such reduction is applied equally to all similarly situated employees for the Company, or (C) relocation of Purchaser’s place of employment by more than fifty (50) miles, provided and only if such change, reduction or relocation is effected by the Company without Purchaser’s consent.

“***Cause***” shall mean (i) unauthorized use or disclosure by the Purchaser of the Company’s confidential information or trade secrets, which use or disclosure causes material harm to the Company; (ii) a material breach by the Purchaser of any agreement between the Purchaser and the Company, which breach is not cured within twenty (20) business days of written notice thereof by the Company; (iii) the Purchaser’s conviction of, or plea of “guilty” or “no contest” to, a felony under the laws of the United States or any state thereof; or (iv) Purchaser’s failure to perform lawful instructions of the Company (or its successor), which failure to perform is not cured within twenty (20) business days of written notice thereof by the Company.

(b) Right of First Refusal.Before any Shares held by Purchaser or any transferee of Purchaser (either being sometimes referred to herein as the “***Holder***”) may be sold or otherwise transferred (including transfer by gift or operation of law), the Company or its assignee(s) shall have a right of first refusal to purchase the Shares on the terms and conditions set forth in this Section 3(b) (the “***Right of First Refusal***”).

(i) Notice of Proposed Transfer. The Holder of the Shares shall deliver to the Company a written notice (the “***Notice***”) stating: (A) the Holder’s bona fide intention to sell or otherwise transfer such Shares; (B) the name of each proposed purchaser or other transferee (“***Proposed Transferee***”); (C) the number of Shares to be transferred to each Proposed Transferee; and (D) the terms and conditions of each proposed sale or transfer. The Holder shall offer the Shares at the same price (the “***Offered Price***”) and upon the same terms (or terms as similar as reasonably possible) to the Company or its assignee(s).

(ii) Exercise of Right of First Refusal. At any time within 30 days after receipt of the Notice, the Company and/or its assignee(s) may, by giving written notice to the Holder, elect to purchase all, but not less than all, of the Shares proposed to be transferred to any one or more of the Proposed Transferees, at the purchase price determined in accordance with subsection (iii) below.

(iii) Purchase Price. The purchase price (“***Purchase Price***”) for the Shares purchased by the Company or its assignee(s) under this Section 3(b) shall be the Offered Price. If the Offered Price includes consideration other than cash, the cash equivalent value of the non-cash consideration shall be determined by the Board of Directors of the Company in good faith.

(iv) Payment.Payment of the Purchase Price shall be made, at the option of the Company or its assignee(s), in cash (by check), by cancellation of all or a portion of any outstanding indebtedness, or by any combination thereof within 30 days after receipt of the Notice or in the manner and at the times set forth in the Notice.

(v) Holder’s Right to Transfer.If all of the Shares proposed in the Notice to be transferred to a given Proposed Transferee are not purchased by the Company and/or its assignee(s) as provided in this Section 3(b), then the Holder may sell or otherwise transfer such Shares to that Proposed Transferee at the Offered Price or at a higher price, provided that such sale or other transfer is consummated within 60 days after the date of the Notice and provided further that any such sale or other transfer is effected in accordance with any applicable securities laws and the Proposed Transferee agrees in writing that the provisions of this Section 3 shall continue to apply to the Shares in the hands of such Proposed Transferee. If the Shares described in the Notice are not transferred to the Proposed Transferee within such period, or if the Holder proposes to change the price or other terms to make them more favorable to the Proposed Transferee, a new Notice shall be given to the Company, and the Company and/or its assignees shall again be offered the Right of First Refusal before any Shares held by the Holder may be sold or otherwise transferred.

(vi) Exception for Certain Family Transfers.Anything to the contrary contained in this Section 3(b) notwithstanding, the transfer of any or all of the Shares during Purchaser’s lifetime or on Purchaser’s death by will or intestacy to Purchaser’s Immediate Family or a trust for the benefit of Purchaser or Purchaser’s Immediate Family shall be exempt from the provisions of this Section 3(b). “***Immediate Family***” as used herein shall mean any child, stepchild, grandchild, parent, stepparent, grandparent, spouse, sibling, niece, nephew, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother- in-law or sister-in-law, including adoptive relationships, or any person sharing the Purchaser’s household (other than a tenant or an employee). In such case, the transferee or other recipient shall receive and hold the Shares so transferred subject to the provisions of this Section, and there shall be no further transfer of such Shares except in accordance with the terms of this Section 3.

(c) Company’s Right to Purchase upon Involuntary Transfer.In the event, at any time after the date of this Agreement, of any transfer by operation of law or other involuntary transfer (including divorce or death, but excluding in the event of death a transfer to Immediate Family as set forth in Section 3(b)(vi) above of all or a portion of the Shares by the record holder thereof, the Company shall have the right to purchase all of the Shares transferred at the greater of the purchase price paid by Purchaser pursuant to this Agreement or the fair market value of the Shares on the date of transfer (as determined by the Board of Directors of the Company). Upon such a transfer, the person acquiring the Shares shall promptly notify the Secretary of the Company of such transfer. The right to purchase such Shares shall be provided to the Company for a period of thirty (30) days following receipt by the Company of written notice by the person acquiring the Shares.

(d) Assignment.The right of the Company to purchase any part of the Shares may be assigned in whole or in part to any holder or holders of capital stock of the Company or other persons or organizations.

(e) Restrictions Binding on Transferees.All transferees of Shares or any interest therein will receive and hold such Shares or interest subject to the provisions of this Agreement. In the event of any purchase by the Company hereunder where the Shares or interest are held by a transferee, the transferee shall be obligated, if requested by the Company, to transfer the Shares or interest to the Purchaser for consideration equal to the amount to be paid by the Company hereunder. Any sale or transfer of the Shares shall be void unless the provisions of this Agreement are satisfied.

(f) Termination of Rights. The Right of First Refusal and the Company’s right to repurchase the Shares in the event of an involuntary transfer pursuant to Section 3(c) above shall terminate upon the first sale of Common Stock of the Company to the general public pursuant to a registration statement filed with and declared effective by the Securities and Exchange Commission under the Securities Act of 1933, as amended (the “***Securities Act***”).

(g) “Market-Standoff” Agreement. In connection with the initial public offering of the Company’s securities and upon request of the Company or the underwriters managing such offering of the Company’s securities, Purchaser hereby agrees not to sell, make any short sale of, loan, grant any option for the purchase of, or otherwise dispose of any securities of the Company (other than those included in the registration) without the prior written consent of the Company or such underwriters, as the case may be, for such period of time (not to exceed 180 days) from the effective date of such registration as may be requested by the Company or such managing underwriters and to execute an agreement reflecting the foregoing as may be requested by the underwriters at the time of the Company’s initial public offering.

4. Escrow of Unvested Shares. For purposes of facilitating the enforcement of the provisions of Section 3 above, Purchaser agrees, immediately upon receipt of the certificate(s) for the Shares subject to the Repurchase Option, to deliver such certificate(s), together with an Assignment Separate from Certificate in the form attached to this Agreement as Exhibit A executed by Purchaser and by Purchaser’s spouse (if required for transfer), in blank, to the Secretary of the Company, or the Secretary’s designee, to hold such certificate(s) and Assignment Separate from Certificate in escrow and to take all such actions and to effectuate all such transfers and/or releases as are in accordance with the terms of this Agreement. Purchaser hereby acknowledges that the Secretary of the Company, or the Secretary’s designee, is so appointed as the escrow holder with the foregoing authorities as a material inducement to make this Agreement and that said appointment is coupled with an interest and is accordingly irrevocable. Purchaser agrees that said escrow holder shall not be liable to any party hereof (or to any other party). The escrow holder may rely upon any letter, notice or other document executed by any signature purported to be genuine and may resign at any time. Purchaser agrees that if the Secretary of the Company, or the Secretary’s designee, resigns as escrow holder for any or no reason, the Board of Directors of the Company shall have the power to appoint a successor to serve as escrow holder pursuant to the terms of this Agreement.

5. **Investment and Taxation Representations.** In connection with the purchase of the Shares, Purchaser represents to the Company the following:

(a) Purchaser is aware of the Company’s business affairs and financial condition and has acquired sufficient information about the Company to reach an informed and knowledgeable decision to acquire the Shares. Purchaser is purchasing the Shares for investment for Purchaser’s own account only and not with a view to, or for resale in connection with, any “distribution” thereof within the meaning of the Securities Act or under any applicable provision of state law. Purchaser does not have any present intention to transfer the Shares to any other person or entity.

(b) Purchaser understands that the Shares have not been registered under the Securities Act by reason of a specific exemption therefrom, which exemption depends upon, among other things, the bona fide nature of Purchaser’s investment intent as expressed herein.

(c) Purchaser understands that the Shares are “restricted securities” under applicable U.S. federal and state securities laws and that, pursuant to these laws, Purchaser must hold the Shares indefinitely unless they are registered with the Securities and Exchange Commission and qualified by state authorities, or an exemption from such registration and qualification requirements is available. Purchaser acknowledges that the Company has no obligation to register or qualify the Shares for resale. Purchaser further acknowledges that if an exemption from registration or qualification is available, it may be conditioned on various requirements including, but not limited to, the time and manner of sale, the holding period for the Shares, and requirements relating to the Company which are outside of the Purchaser’s control, and which the Company is under no obligation and may not be able to satisfy.

(d) Purchaser understands that Purchaser may suffer adverse tax consequences as a result of Purchaser’s purchase or disposition of the Shares. Purchaser represents that Purchaser has consulted any tax consultants Purchaser deems advisable in connection with the purchase or disposition of the Shares and that Purchaser is not relying on the Company for any tax advice.

6. **Restrictive Legends and Stop-Transfer Orders.**

(a) Legends.The certificate or certificates representing the Shares shall bear the following legends (as well as any legends required by applicable state and federal corporate and securities laws):

THE SECURITIES REPRESENTED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AND HAVE BEEN ACQUIRED FOR INVESTMENT AND NOT WITH A VIEW TO, OR IN CONNECTION WITH, THE SALE OR DISTRIBUTION THEREOF. NO SUCH SALE OR DISTRIBUTION MAY BE EFFECTED WITHOUT AN EFFECTIVE REGISTRATION STATEMENT RELATED THERETO OR AN OPINION OF COUNSEL IN A FORM SATISFACTORY TO THE COMPANY THAT SUCH REGISTRATION IS NOT REQUIRED UNDER THE SECURITIES ACT OF 1933.

THE SHARES REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO CERTAIN RESTRICTIONS ON PUBLIC RESALE AND TRANSFER, NAMELY THE RIGHT OF FIRST REFUSAL AND RIGHT OF REPURCHASE HELD BY THE ISSUER AND/OR ITS ASSIGNEE(S), AS SET FORTH IN PURCHASER’S RESTRICTED STOCK PURCHASE AGREEMENT BETWEEN THE ISSUER AND THE ORIGINAL HOLDER OF THESE SHARES, A COPY OF WHICH MAY BE OBTAINED AT THE PRINCIPAL OFFICE OF THE ISSUER. SUCH PUBLIC SALE AND TRANSFER RESTRICTIONS, NAMELY THE RIGHT OF FIRST REFUSAL AND RIGHT OF REPURCHASE RESTRICTIONS, ARE BINDING ON TRANSFEREES OF THESE SHARES.

Any additional legends required to be placed thereon by the California Secretary of State.

(b) Stop-Transfer Notices. Purchaser agrees that, in order to ensure compliance with the restrictions referred to herein, the Company may issue appropriate “stop transfer” instructions to its transfer agent, if any, and that, if the Company transfers its own securities, it may make appropriate notations to the same effect in its own records.

(c) Refusal to Transfer. The Company shall not be required (i) to transfer on its books any Shares that have been sold or otherwise transferred in violation of any of the provisions of this Agreement or (ii) to treat as owner of such Shares or to accord the right to vote or pay dividends to any purchaser or other transferee to whom such Shares shall have been so transferred.

(d) Removal of Legend. When all of the following events have occurred, the Shares then held by Purchaser will no longer be subject to the legend referred to in Section 6(a)(ii) above: (i) the termination of the Right of First Refusal; and (ii) the expiration or termination of the market standoff provisions of Section 3(g) (and of any agreement entered pursuant to Section 3(g).

7. **Section 83(b) Election.** Purchaser understands that Section 83(a) of the Internal Revenue Code of 1986, as amended (the “***Code***”), taxes as ordinary income the difference between the amount paid for the Additional Shares and the fair market value of the Additional Shares as of the date any restrictions on the Additional Shares lapse. In this context, “***restriction***” means the right of the Company to buy back the Shares pursuant to the Repurchase Option set forth in Section 3(a) of this Agreement. Purchaser understands that Purchaser may elect to be taxed at the time the Additional Shares are purchased, rather than when and as the Repurchase Option with respect to the Additional Shares expires, by filing an election under Section 83(b) (an “***83(b) Election***”) of the Code with the Internal Revenue Service within 30 days from the date of purchase. Even if the fair market value of the Additional Shares at the time of the execution of this Agreement equals the amount paid for the Additional Shares, the election must be made to avoid income under Section 83(a) in the future. Purchaser understands that failure to file such an election in a timely manner may result in adverse tax consequences for Purchaser. Purchaser further understands that an additional copy of such election form should be filed with Purchaser’s federal income tax return for the calendar year in which the date of this Agreement falls. Purchaser acknowledges that the foregoing is only a summary of the effect of United States federal income taxation with respect to purchase of the Shares hereunder, does not purport to be complete, and is not intended or written to be used, and cannot be used, for the purposes of avoiding taxpayer penalties. Purchaser further acknowledges that the Company has directed Purchaser to seek independent advice regarding the applicable provisions of the Code, the income tax laws of any municipality, state or foreign country in which Purchaser may reside, and the tax consequences of Purchaser’s death.

Purchaser agrees that Purchaser will execute and submit a copy of the 83(b) Election, attached hereto as Exhibit B, to the IRS within the 30-day filing period.

8. **Miscellaneous.**

(a) Governing Law. This Agreement and all acts and transactions pursuant hereto and the rights and obligations of the parties hereto shall be governed, construed and interpreted in accordance with the laws of the State of California, without giving effect to principles of conflicts of law.

(b) Entire Agreement; Enforcement of Rights. This Agreement sets forth the entire agreement and understanding of the parties relating to the subject matter herein and supersedes all prior discussions and agreements (including the Advisory Agreement) between the Parties with respect to to the subject matter herein. No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, shall be effective unless in writing signed by the parties to this Agreement. The failure by either party to enforce any rights under this Agreement shall not be construed as a waiver of any rights of such party.

(c) Severability. If one or more provisions of this Agreement are held to be unenforceable under applicable law, the parties agree to renegotiate such provision in good faith. In the event that the parties cannot reach a mutually agreeable and enforceable replacement for such provision, then (i) such provision shall be excluded from this Agreement, (ii) the balance of the Agreement shall be interpreted as if such provision were so excluded and (iii) the balance of the Agreement shall be enforceable in accordance with its terms.

(d) Construction. This Agreement is the result of negotiations between and has been reviewed by each of the parties hereto and their respective counsel, if any; accordingly, this Agreement shall be deemed to be the product of all of the parties hereto, and no ambiguity shall be construed in favor of or against any one of the parties hereto.

(e) Notices. Any notice required or permitted by this Agreement shall be in writing and shall be deemed sufficient upon delivery, when delivered personally or by overnight courier or sent by email or fax (upon customary confirmation of receipt), or forty-eight (48) hours after being deposited in the U.S. mail as certified or registered mail with postage prepaid, addressed to the party to be notified at such party’s address or fax number as set forth on the signature page or as subsequently modified by written notice.

(f) Successors and Assigns. The rights and benefits of this Agreement shall inure to the benefit of, and be enforceable by the Company’s successors and assigns. The rights and obligations of Purchaser under this Agreement may only be assigned with the prior written consent of the Company.

(g) 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. This Agreement may be executed and delivered electronically or by facsimile and upon such delivery such electronic or facsimile signature will be deemed to have the same effect as if the original signature had been delivered to the other party.

*[Signature Page Follows]*

The parties have executed this Agreement as of the date first set forth above.

**COMPANY:**

**EMBRACE HEALTHWEAR, INC.**

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

Ryan Matonis, CEO

**PURCHASER:**

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

Name: Michael Horvath

*[Signature page to Embrace Healthwear, Inc. RSPA]*

**EXHIBIT A**

**ASSIGNMENT SEPARATE FROM CERTIFICATE**

FOR VALUE RECEIVED and pursuant to that certain Restricted Stock Purchase Agreement between the undersigned (“***Purchaser***”) and Embrace Healthwear, Inc., a Delaware corporation (the “***Company***”), dated October 20th, 2017 (the “***Agreement***”), Purchaser hereby sells, assigns and transfers unto the Company \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (\_\_\_\_\_\_) shares of the Common Stock of the Company standing in Purchaser’s name on the Company’s books and represented by Certificate No. \_\_\_, and does hereby irrevocably constitute and appoint \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ to transfer said stock on the books of the Company with full power of substitution in the premises. THIS ASSIGNMENT MAY ONLY BE USED AS AUTHORIZED BY THE AGREEMENT AND THE EXHIBITS THERETO.

**Dated:**

**PURCHASER:** **Michael Horvath**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Signature)

***Instructions:*** Please do not fill in any blanks other than the signature line. The purpose of this assignment is to enable the Company to exercise its repurchase option set forth in the Agreement without requiring additional signatures on the part of Purchaser.

**EXHIBIT B**

**ELECTION UNDER SECTION 83(b) OF THE  
INTERNAL REVENUE CODE**

IF YOU WISH TO MAKE AN 83(B) ELECTION, THE FILING OF SUCH ELECTION IS YOUR RESPONSIBILITY.

THE FORM FOR MAKING THIS SECTION 83(B) ELECTION IS ATTACHED ON THE FOLLOWING PAGE

YOU MUST FILE THIS 83(B) ELECTION FORM WITHIN 30 DAYS OF PURCHASING THE SHARES.

YOU SHALL BE SOLELY RESPONSIBLE FOR FILING THE 83(B) ELECTION FORM WITH THE IRS

The 83(B) election FORM should be filed by mailing a signed 83(B) election form by certified mail, return receipt requested, WITH A PREPAID RETURN ENVELOPE ENCLOSED, to the IRS Service Center where you file your tax returns. A COVER LETTER FOR MAILING YOUR 83(B) ELECTION IS ENCLOSED FOR YOUR CONVENIENCE.

IF YOU FILE YOUR TAXES AS A CALIFORNIA RESIDENT, SEND THE COMPLETED AND SIGNED 83(B) ELECTION FORM TO:

**DEPARTMENT OF THE TREASURY**

**INTERNAL REVENUE SERVICE**

**OGDEN, UT 84201-0013**

**ELECTION UNDER SECTION 83(b) OF THE  
INTERNAL REVENUE CODE**

The undersigned Taxpayer hereby elects, pursuant to Section 83(b) of the Internal Revenue Code, as amended, to include in gross income for the Taxpayer’s current taxable year the excess, if any, of the fair market value of the property described below at the time of transfer over the amount paid for such property, as compensation for services.

1. TAXPAYER’S NAME: Michael Horvath

TAXPAYER’S ADDRESS: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

SOCIAL SECURITY NUMBER: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. The property with respect to which the election is made is described as follows: One Hundred and Fifty Thousand (150,000) shares of Common Stock, par value $0.0001 per share of Embrace HealthWear Inc., a Delaware corporation (the “***Company***”), which is Taxpayer’s employer or the corporation for whom the Taxpayer performs services.
2. The date on which the shares were transferred was October 15th, 2017 and this election is made for calendar year 2017.
3. The shares are subject to the following restrictions: The Company may repurchase all or a portion of the shares at the Taxpayer’s original purchase price under certain conditions at the time of Taxpayer’s termination of employment or services.
4. The fair market value of the shares (without regard to restrictions other than restrictions which by their terms will never lapse) was $0.0001 per share at the time of transfer.
5. The amount paid for such shares was $0.0001 per share.
6. The Taxpayer has submitted a copy of this statement to the Company.

*THIS ELECTION MUST BE FILED WITH THE INTERNAL REVENUE SERVICE (“****IRS****”), AT THE OFFICE WHERE THE TAXPAYER FILES ANNUAL INCOME TAX RETURNS, WITHIN 30 DAYS AFTER THE DATE OF TRANSFER OF THE PROPERTY, AND MUST ALSO BE FILED WITH THE TAXPAYER’S INCOME TAX RETURNS FOR THE CALENDAR YEAR. THE ELECTION CANNOT BE REVOKED WITHOUT THE CONSENT OF THE IRS.*

|  |  |  |
| --- | --- | --- |
| Dated: |  |  |
|  |  | Taxpayer’s Signature |

|  |  |
| --- | --- |
|  | October 20th, 2017 |

***Via Certified Mail -- Return Receipt Requested***

Department of the Treasury  
Internal Revenue Service Center  
Ogden, UT 84201-0013

USA

Re: Section 83(b) Election

Ladies and Gentlemen:

Enclosed please find two signed copies of my Section 83(b) Election form that I am submitting for filing on behalf of myself:

Name: Michael Horvath

SSN: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Please acknowledge receipt of this filing by stamping-filed on the enclosed extra copy and returning it to my attention. A prepaid business reply envelope is provided for your convenience. Thank you.

Best Regards,

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

Michael Horvath

Enclosed:

2 x 83B election notice

1 x self-addressed and stamped return envelope