



Attention: Accredited Investor

NOTICE: YOU MUST BE VERIFIED AS AN ACCREDITED INVESTOR.

These instructions are for the US ROBOTS Inc. Private Placement Memorandum (PPM) dated September 2, 2026. Please refer to the Private Placement Memorandum for more details pertaining to the offering. If you do not have a copy of the US ROBOTS Inc. Private Placement Memorandum, please visit our website for a copy at www.usrobots.com.

Instructions:

1. Please review the Private Placement Memorandum for more details regarding the offering. A copy of the PPM is available by email at info@usrobots.com or contacting US ROBOTS Inc. at (888) 556-2112.
2. If interested in participating in the Private Placement, carefully review and complete the Exhibit A - Subscription Agreement, Exhibit B – the Investor Suitability & Accredited Investor Questionnaire, and Exhibit C – Accredited Investor Certification.
3. Forward completed Exhibits A, B & C to US ROBOTS Inc. for review at info@usrobots.com
Attention: Investor Relations or mail to:
US ROBOTS, Inc.
12200 Distribution Place
Beltsville, Maryland 20705
Attention: Investor Relations
4. Our Investor Relations will review the documents for compliance with the requirements pursuant to Rule 506(c) and follow up with the Investor accordingly.
5. After our review, you will be notified of our receipt of your documents and if qualified as an Accredited Investor, you will be provided a counter-signed Accepted Subscription Agreement.
6. After your notification of acceptance, you can make the payment for your subscription per the “Payment Instructions” on the last page of the “Subscription Agreement”.

Included with this cover page are Exhibits: A – Subscription Agreement, B – Investor Suitability & Accredited Investor Questionnaire and C – Accredited Investor Certification for you to complete prior to your investment.

Thank you,
US ROBOTS Inc.

EXHIBIT A – SUBSCRIPTION AGREEMENT

SUBSCRIPTION AGREEMENT

US ROBOTS Inc.

Ladies and Gentlemen:

Pursuant to the terms of the offer made by US ROBOTS Inc., (the “Company”) contained in the Confidential Private Offering Memorandum dated September 2, 2026 (said Memorandum, including the exhibits, appendices and attachments thereto, being hereinafter called the “Memorandum”), the undersigned hereby tenders this subscription and applies for the purchase of the number of Shares set forth on the signature page of this agreement. The minimum number of Shares to be purchased is 5,000 consisting of five thousand (5,000) shares of Common Stock – Class A at a per Share price of \$1.00 per share. The minimum purchase is \$5,000, provided, however, that partial amounts may be purchased at the discretion of the Company.

This offering is for a total of 5,000,000 shares of Common Stock – Class A shares at \$1.00 per share. The Company may offer up to an additional 500,000 shares to cover over-subscriptions, if any. Together with this Subscription Agreement, the undersigned is delivering to the Company (a) a check payable to “Chase Bank as Escrow Agent for US ROBOTS Inc.” in the full amount of the purchase price for the number of shares which the undersigned is subscribing for pursuant hereto or funds by wire transfer as instructed by the Company.

The Shares to be purchased by the undersigned are part of a private placement of securities (the “Private Placement”) of up to 5,000,000 shares, being effected on a best-efforts basis by the Company. Accordingly, the minimum number of Shares that must be sold is 2,500,000 for the Private Placement to become effective. If all the Shares are sold, the Company will receive an aggregate of five million dollars (\$5,000,000) less the expenses of the Private Placement Offering. The offering will close September 1, 2027, unless the Company elects to extend the offering, which it reserves the right to do.

1. Representations and Warranties. In order to induce the Company to accept this subscription, the undersigned hereby represents and warrants to, and covenants with, the Company as follows:
 - i) The undersigned has received and reviewed the Memorandum, and except for the Memorandum, the undersigned has not relied upon other materials or literature relating to the offer and sale of the Shares;
 - ii) The undersigned has had a reasonable opportunity to ask questions of and receive answers from the Company concerning the Company and the offering, and all such questions, if any, have been answered to the full satisfaction of the undersigned;
 - iii) The undersigned has such knowledge and expertise in financial and business matters that the undersigned is capable of evaluating the merits and risks involved in an investment in the Shares;
 - iv) The information provided by the investor in this Subscription Agreement being delivered by the undersigned to the Company herewith is true, complete and correct in all material respects, and the undersigned understands that the Company has determined that the exemption from the registration provisions of the Securities Act of 1933, as amended (the “Act”), which is based upon non-public offerings is applicable to the offer and sale of the Shares, based, in part, upon the representations, warranties and agreements made by the undersigned herein;
 - v) Except as set forth in the Memorandum, no representations or warranties have been made to the undersigned by the Company or by any agent, employee, or affiliate of the Company, and in entering into this transaction the undersigned is not relying upon any information, other than that contained in the Memorandum and the results of independent investigation by the undersigned;
 - vi) The undersigned understands that: (A) the Shares have not been registered under the Act or the securities laws of any state, and are being offered by the Company based upon an exemption

from such registration requirements for non-public offerings pursuant to Regulation D under the Act; (B) the Shares are and will be “restricted securities” as said term is defined in Rule 144 of the Rules and Regulations promulgated under the Act; (C) the shares may not be sold or otherwise transferred unless they have been first been registered under the Act and all applicable state securities laws, or unless exemptions from such registration provisions are available with respect to said resale or transfer; (D) the Company is under no obligation to register the Shares under the Act or any state securities laws, or to take any action to make any exemption from any such registration provisions available; (E) the certificates for all Shares will bear a legend to the effect that the transfer of the securities represented thereby is subject to the provisions of this Subscription Agreement attached to the Memorandum as Exhibit A; and (F) stop transfer instructions will be placed with the Company’s transfer agent, if any, for the Shares;

- vii) The undersigned is acquiring the Shares solely for the account of the undersigned, for investment purposes only, and not with a view towards their resale or distribution;
- viii) The undersigned will not sell or otherwise transfer or otherwise dispose of any of the Shares except in accordance with the terms and conditions of the Shareholders Agreement and unless and until: (A) said Shares, shall have first been registered under the Act and all applicable state securities laws; or (B) the undersigned shall have first delivered to the Company a written opinion of counsel (which counsel and opinion (in form and substance) shall be reasonably satisfactory to the Company), to the effect that the proposed sale or transfer is exempt from the registration provisions of the Act and all applicable state securities laws;
- ix) The undersigned has full power and authority to execute and deliver this Subscription Agreement and to perform its obligations hereunder, and this Subscription Agreement is a legally binding obligation of the undersigned in accordance with its terms;
- x) The undersigned meets the requirements of at least one of the suitability standards for an “accredited investor” as such term is defined in Regulation D of the Rules and Regulations promulgated under the Act and as set forth in this Subscription Agreement and contained in the Memorandum;
- xi) The undersigned has carefully reviewed the Risk Factors associated with an investment in the Shares outlined in the Memorandum and understands that the securities offered hereby are highly speculative and involve a high degree of risk and should not be purchased by anyone who cannot afford the loss of his entire investment;
- xii) The undersigned has carefully reviewed the jurisdictional notice listed below and agrees to abide by any restrictions contained therein applicable to the undersigned; and

JURISDICTIONAL NOTICE

Please refer to the Individual State Restrictions under the section labeled “NOTICE” starting on page 2. ”

Residents of all States:

THE SECURITIES OFFERED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR THE SECURITIES LAWS OF CERTAIN STATES AND ARE BEING OFFERED AND SOLD IN RELIANCE ON EXEMPTIONS FROM THE REGISTRATION REQUIREMENTS OF SAID ACT AND SUCH LAWS. THE SECURITIES ARE SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND RESALE AND MAY NOT BE TRANSFERRED OR RESOLD EXCEPT AS PERMITTED UNDER SAID ACT AND SUCH LAWS PURSUANT TO REGISTRATION OR EXEMPTION THEREFROM. INVESTORS SHOULD BE AWARE THAT THEY WILL BE REQUIRED TO BEAR THE FINANCIAL RISKS OF THIS INVESTMENT FOR AN INDEFINITE PERIOD OF TIME. THE SECURITIES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SECURITIES AND EXCHANGE COMMISSION, ANY STATE SECURITIES COMMISSION OR ANY OTHER REGULATORY AUTHORITY. NOR

HAVE 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.

- 2) The undersigned understands that this subscription is not binding upon the Company until the Company accepts it, which acceptance is at the sole discretion of the Company and is to be evidenced by the Company's execution of this Subscription Agreement where indicated. This Subscription Agreement shall be null and void if the Company does not accept it as aforesaid.
- 3) The undersigned understands that the Company may, in its sole discretion, reject this subscription and, in the event that the offering to which the Memorandum relates is oversubscribed, reduce this subscription in any amount and to any extent, whether or not pro rata reductions are made in any other investor's subscription.
- 4) The undersigned agrees to indemnify the Company and hold it harmless from and against any and all losses, damages, liabilities, costs and expenses which it may sustain or incur in connection with the breach by the undersigned of any representation, warranty or covenant made by the undersigned.
- 5) Neither this Subscription Agreement nor any of the rights of the undersigned hereunder may be transferred or assigned by the undersigned.
- 6) This Subscription Agreement: (i) may only be modified by a written instrument executed by the undersigned and the Company; (ii) sets forth the entire agreement of the undersigned and the Company with respect to the subject matter hereof; (iii) shall be governed by the laws of the State of Texas applicable to contracts made and to be wholly performed therein; and (iv) shall inure to the benefit of, and be binding upon the Company and the undersigned and its respective heirs, legal representatives, successors and assignees.
- 7) Unless the context otherwise requires, all personal pronouns used in this Subscription Agreement, whether in the masculine, feminine or neuter gender, shall include all other genders.
- 8) All notices or other communications hereunder shall be in writing and shall be deemed to have been duly given if delivered personally or mailed by certified or registered mail, return receipt requested, postage prepaid, as follows: if to the undersigned, to the address set forth on the signature page hereof; and if to the Company, to the address provided above or to such other address as the Company or the undersigned shall have designated to the other by like notice.

IN WITNESS WHEREOF, the undersigned has executed this Subscription Agreement this ____ day of ____, 2026.

No. of Shares _____ x $\frac{\$1.00 \text{ USD}}{\text{(Share Price)}}$ = \$ _____
(Multiples of 5,000 shares) (Total Subscription Price)

Social Security Number of Subscriber: _____ - ____ - _____

Print Name of Subscriber: _____ Street Address _____

Subscriber Signature _____ City _____ State ____ Zip Code _____

Print Name of Spouse: _____

Spouse's Signature _____

(Address below for notices, if different)

Street Address _____

City _____ State ____ Zip Code _____

ACCEPTANCE OF AGREEMENT

The foregoing subscription is hereby accepted by US ROBOTS Inc. this ____ day of _____, 2026 for _____ Shares.

US ROBOTS Inc.

By: Patrick Moylan CFO

Payment Instructions

Subscription payments may be made by check or wire transfer, as follows:

Checks:

Payable to:
US ROBOTS Inc.
12200 Distribution Place
Beltsville, Maryland 20705

Wire Transfer Instructions:

Beneficiary Bank:	JPMorgan Chase Bank, N.A.
Routing Number:	044000037
Account Number:	000002906927697
Beneficiary Name:	US ROBOTS Inc.
Beneficiary Address:	12200 Distribution Place, Beltsville, Maryland 20705
Telephone:	(301) 595-8937

EXHIBIT B - INVESTOR SUITABILITY & ACCREDITED INVESTOR QUESTIONNAIRE

This Questionnaire is submitted in connection with the purchase of Class A Common Stock of US ROBOTS Inc. and this Private Placement Memorandum.

1. Investor Information

Name: _____ Entity Type (if applicable): _____
Address: _____ City _____ State _____ Zip code _____
Email: _____ @ _____
Telephone: _____

2. Accredited Investor Status

(Check **all** that apply)

- ☐ I am a natural person with individual income exceeding \$200,000 in each of the two most recent years, or joint income exceeding \$300,000, with a reasonable expectation of reaching the same level this year.
- ☐ I I am a natural person with individual or joint net worth exceeding \$1,000,000, excluding my primary residence.
- ☐ I am an executive officer or director of the Company.
- ☐ I am an entity with total assets exceeding \$5,000,000, not formed for the purpose of acquiring the Shares.
- ☐ I am an entity in which all equity owners are accredited investors.
- ☐ I am a trust with assets exceeding \$5,000,000, directed by a sophisticated person.
- ☐ I Other (specify): _____

3. Investment Experience

- ☐ I have prior experience investing in private placements. I understand the risks associated with illiquid securities.
- ☐ I am capable of bearing the economic risk of a total loss.

4. Verification Acknowledgment (Rule 506(c))

I understand that this Offering is conducted pursuant to **Rule 506(c)** and that the Company is required to take reasonable steps to verify accredited investor status. I agree to provide additional information or documentation if reasonably requested.

5. Representations

I certify that:

- The information provided herein is TRUE AND COMPLETE;
- I am purchasing for INVESTMENT PURPOSES ONLY;
- I have reviewed the Private Placement Memorandum in full;
- I am not relying on the Company for legal, tax, or investment advice.

Signature: _____

Name (Print): _____

Date: _____

EXHIBIT C - ACCREDITED INVESTOR CERTIFICATION

PURCHASE OF THE SHARES INVOLVES SIGNIFICANT RISKS AND IS A SUITABLE INVESTMENT ONLY FOR CERTAIN TYPES OF POTENTIAL INVESTORS. SEE “RISK FACTORS”.

The purchase of Shares is suitable only for investors who have no need for liquidity in their investments and who have adequate means of providing for their current needs and contingencies even if the investment in the Shares results in a total loss. Shares will be sold only to prospective investors which are “accredited investors” under Regulation D promulgated under the Securities Act. “Accredited Investors” are those investors which make certain written representations that evidence the investor comes within one of the following categories:

(Initial the appropriate category)

____ Any bank as defined in Section 3(a)(2) of 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, as amended; any insurance company as defined in Section 2(13) of the Securities Act; any investment company registered under the Investment Company Act of 1940, as amended, or a business development company as defined in Section 2(a)(48) of that 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, as amended; 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; an employee benefit plan within the meaning of the Employee Retirement Income Security Act of 1974, as amended, if the investment decision is made by a plan fiduciary, as defined in Section 3(21) of such act, which plan fiduciary 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;

____ Any private business development company as defined in Section 202(a)(22) of the Investment Advisers Act of 1940, as amended;

____ Any organization described in Section 501(c)(3) of the Internal Revenue Code, Massachusetts, or similar business trust, or partnership, family office or family client not formed for the specific purpose of acquiring the Securities, with total assets in excess of \$5,000,000;

____ Any director or executive officer of the Company;

____ Any natural person whose individual net worth or joint net worth with that person’s spouse, at the time of investment in the Shares, exceeds \$1,000,000;

____ Any natural person who had an individual income in excess of \$200,000 in each of the two most recent calendar years or joint income with that person’s spouse in excess of \$300,000 in each of those years and has a reasonable expectation of reaching that same income level in the current year;

____ Any trust, with total assets in excess of \$5,000,000, not formed for the specific purpose of acquiring the Shares, whose purchase is directed by a sophisticated person as described in Rule 506(b)(2)(ii) of Regulation D and who has such knowledge and experience in financial and business matters that he is capable of evaluating the risks and merits of an investment in the Shares; or

____ Any entity in which all of the equity owners are accredited investors.

As used in this Memorandum the term “net worth” means the excess of total assets over total liabilities. In determining income, an investor should add to his or her adjusted gross income any amounts attributable to tax exempt income received, losses claimed as a limited partner in any limited partnership, deductions claimed for depletion, contributions to an IRA or Keogh retirement plan, alimony payments and any amount by which income from long-term capital gains has been reduced in arriving at adjusted gross income.

The Company may make or cause to be made such further inquiry and obtain such additional information as it deems appropriate with regard to the suitability of prospective investors. The Company may reject subscriptions in whole or in part if, in its discretion, it deems such action to be in the best interests of the Company. If the Offering is oversubscribed, the Company will determine which subscriptions will be accepted and in what amount.

If any information furnished or representations made by a prospective investor or others acting on its behalf mislead the Company as to the suitability or other circumstances of such investor, or if, because of any error or misunderstanding as to such circumstances, a copy of this Memorandum is delivered to any such prospective investor, the delivery of this Memorandum to such prospective investor shall not be deemed to be an offer and this Memorandum must be returned to the Company immediately.

This written confirmation of investors status as an “accredited Investor” may be relied upon by the issuer in connection with this Private Placement Memorandum.

Investor (s) Information

Name: _____ Entity Type (if applicable): _____

Address: _____ City _____ State ____ Zip code _____

Email: _____ @ _____

Telephone: _____