



**PRIVATE PLACEMENT MEMORANDUM**

**SUBSCRIPTION AGREEMENT AND ACCREDITED INVESTOR CERTIFICATE**

In connection with the proposed issuance of Shares (the “Shares”) in Gallet & Co., Inc., doing business as Gallet and Company (“Company”), the undersigned prospective investor (“Investor”) and the Company hereby agrees as follows:

1. Subscription. The investor hereby subscribes for the purchase of Preferred Shares and agrees to purchase the number of Shares set forth on the signature page of this Subscription Agreement at a price of \$10,000.00 per unit (1000 shares @ \$10.00 per share). The Investor and the Company agree that this Subscription is and shall be irrevocable; however, the Company, in its sole discretion and for any reason, may accept or reject this Subscription Agreement, in whole or in part, at any time not later than 10 days after the date of this Subscription Agreement.

2. Representations and Warranties. The Investor makes the representations and warranties set forth below with the intent that the same may be relied upon in determining the Investor’s suitability as a purchaser of Shares. If the Investor includes or consists of more than one person or entity, the obligations of the Investor shall be joint and several and the representations and warranties herein contained shall be deemed to be made by and be binding upon each person or entity and their respective heirs, executors, administrators, successors and assigns.

(a) No Regulatory Review. The investor is aware that this Offering is a limited private offering and that no federal, state, or other agency has made any finding or determination as to the fairness of the investment nor made any recommendations or endorsement of the Shares.

(b) Ability to Evaluate. The Investor, by reason of the Investor’s knowledge and experience in financial and business matters is capable of evaluating the risks and merits of an investment in the Shares. The Investor (i) understands that the Company is a development stage company, has a very limited operating history and has no meaningful historical financial data upon which to estimate revenues and operating expenses and (ii) believes it has received all information and has conducted all of the due diligence it considers necessary or appropriate in deciding whether to purchase the Shares. The Investor has relied solely upon the advice of Investor’s own tax and legal advisors with respect to the tax and other legal aspects of the investment in the Shares.

(c) Investment Intent. The Investor acknowledges that the purchase of Shares hereunder is being made for the Investor’s own account, for investment purposes only and not with the present intention of distributing or reselling the Shares in whole or in part. The Investor further understands that the Shares have not been registered under the Securities Act of 1933, as amended (the “Act”), or under any state securities laws by reason of specific exemptions therein, which depend upon, among other things, the accuracy of the Investor’s representations as expressed in this Subscription Agreement. The Investor further understands that transfer of the Shares is restricted under the Act and under state securities laws.

(d) No Liquidity. The Investor has been advised that (i) it is unlikely that there will be a market for the Shares for a substantial period of time, or ever, (ii) there are substantial limitations on the Investor’s ability to sell or transfer the Shares, and (iii) in any event, it may not be possible to readily liquidate the Investor’s investment in the Shares.

(e) Confidentiality. The Investor understands that the Confidential Private Placement Memorandum provided to the Investor and any other information discussed with the Investor in connection with this Offering is confidential. The Investor has not distributed and will not distribute the Confidential Private Placement Memorandum and has not divulged and will not divulge the contents thereof or of any oral communication with the Company in connection with this Offering, to anyone other than such legal or financial advisors as the Investor deems necessary for purposes of evaluating an investment in the Shares and no one (except such advisors) has used the Confidential Private Placement Memorandum, and the Investor has not made any copies thereof.

(f) Authorization and Formation of Subscriber. The Investor, if a corporation, partnership, trust or other form of business entity, is authorized and otherwise duly qualified to purchase and hold Shares and such entity has not been formed for the specific purpose of acquiring Shares in this Offering. If the Investor is one of the aforementioned entities, it hereby agrees that upon request of the Company it will supply the Company with any additional written information that may be requested by the Company.

3. Arbitration. Any dispute arising out of or relating to an investment in its Shares must be handled in accordance with the rules and regulations of the American Arbitration Association, said arbitration to be binding on the parties. Additionally, each investor hereunder will be waiving the right to seek punitive damages, the right to trial by a jury and other potential remedies that otherwise may be afforded by law.

4. Governing Law. This Subscription Agreement shall be governed by and construed in accordance with the laws of the State or country of the subscriber.

5. Signatures. The Investor declares under penalty of perjury that the statements, representations and warranties contained herein are true, correct and complete and that this Subscription Agreement was executed at: \_\_\_\_\_ (City, State, Country)

Number of Preferred Shares: \_\_\_\_\_

Total purchase price: \$ \_\_\_\_\_

Exact Name(s) in which ownership of Shares is to be registered:

\_\_\_\_\_

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

City, State, Zip Code: \_\_\_\_\_

Phone # (    ) \_\_\_\_\_ Email \_\_\_\_\_

Subscriber

Joint Subscriber: (if necessary)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Print Name)

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

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

SSN/ Tax ID # \_\_\_\_\_

SSN/ Tax ID # \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

RECEIVED AND ACCEPTED BY:

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

Date: \_\_\_\_\_

### **CERTIFICATE OF ACCREDITED INVESTOR STATUS**

Except as may be indicated by the undersigned below, the undersigned is an “accredited investor,” as that term is defined in Regulation D under the Securities Act of 1933, as amended (the “Securities Act”). The undersigned has checked the box below indicating the basis on which he is representing his status as an “accredited investor”:

- 1) a 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; a broker or dealer registered pursuant to Section 15 of the Securities Exchange Act of 1934, as amended (the “Securities Exchange Act”); an insurance company as defined in Section 2(13) of the Securities Act; an investment company registered under the Investment Company Act of 1940 or a business development company as defined in Section 2(a)(48) of that Act; a 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; a 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, and 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, if the investment decision is made by a plan fiduciary, as defined in Section 3(21) of such Act, which is either a bank, savings and loan association, insurance company, or registered investment adviser, or if the employee benefit plan has total assets in excess of \$5,000,000 or, if a self-directed plan, with investment decisions made solely by persons that are “accredited investors”;
- 2) a private business development company as defined in Section 202(a)(22) of the Investment Advisers Act of 1940;
- 3) an organization described in Section 501(c)(3) of the Internal Revenue Code, corporation, or similar business trust, or partnership, not formed for the specific purpose of acquiring the securities offered, with total assets in excess of \$5,000,000;
- 4) a natural person whose individual net worth, or joint net worth with the undersigned’s spouse, at the time of this purchase exceeds \$1,000,000;
- 5) a natural person who had an individual income in excess of \$200,000 in each of the two most recent years or joint income with the undersigned’s spouse in excess of \$300,000 in each of those years and has a reasonable expectation of reaching the same income level in the current year;

- 6) a trust with total assets in excess of \$5,000,000, not formed for the specific purpose of acquiring the securities offered, whose purchase is directed by a person who has such knowledge and experience in financial and business matters that he is capable of evaluating the merits and risks of the prospective investment
- 7) an entity in which all of the equity holders are “accredited investors” by virtue of their meeting one or more of the above standards; or
- 8) an individual who is a director or executive officer of a company.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Accredited Investor Status effective as of \_\_\_\_\_, 2014.

Subscriber

Joint Subscriber: (if necessary)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Print Name)

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

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

**Mail, fax, or email this document to:**

Gallet & Co., Inc.  
Accounting Department  
4604 Gatewood Circle  
Peachtree Corners, GA 30097  
USA

Fax: 866-678-0669  
Email: [legal@galletwatch.com](mailto:legal@galletwatch.com)

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**PAYMENT INFORMATION**

**Check or Money Order**

**Bank Wire Transfer**

Send to:

Forward to:

Gallet & Co., Inc.  
Accounting Department  
4604 Gatewood Circle  
Peachtree Corners, GA 30097  
USA

Account Name: Gallet & Co., Inc.  
Account Number: 003269054963  
Routing (ABA) Number: 026009593  
Swift Code (US currency): BOFAUS3N  
Swift Code (other currency): BOFAUS6S