



Punch TV Studios Stock Purchase Subscription Agreement

This is your official agreement for you to purchase stock in Punch TV Studios, Inc. It is important that you use your legal name and current address. This will make it easy for you to cash in your stock. You will be issued a stock certificate from our Transfer agent there is a fee for the stock certificate. By signing this agreement you as the Investor acknowledges, understands, agrees and consents to the following:

Today's Date 3/31/2017

How many shares are you buying: 25.00

Full Legal Name: Melissa Rose Rauh

Street Address: 117 N Western Ave

Apt. Number: _____

City: Hemet State: Ca Zip Code: 92543

Home Phone Number: 9514846791 Cell Number: 9514846791

Email Address: mrauh365@live.com

Social Security Number: 561854710

Date of Birth: 07/12/1985

Driver License or State ID Number: D6808814

Are you an US citizens? Yes No

Investor Questionnaire.

1. Investor has completed the Investor Questionnaire, has provided honest and truthful answers to each question, and has submitted it to the Company, either in physical form, or online.

Acceptance.

1. This Subscription is irrevocable, and, upon acceptance by the Company, shall be binding on the heirs, executors, administrators, successors and assigns of Investor;
2. This Subscription may be rejected in whole or in part by the Company in its sole discretion. In the event that this Subscription is rejected by the Company, all funds and documents tendered shall be returned to Investor;
3. This Subscription shall be deemed accepted by the Company only when this Subscription Agreement is approved by the Company and/or its authorized agents and Investor has been provided notice thereto;

4. Upon acceptance of this Subscription Agreement, the Company hereby acknowledges and agrees to the applicable terms and conditions contained herein;
5. Subscriptions need not be accepted by the Company in the order in which subscriptions were received;
6. Investor may not transfer or assign this Subscription agreement;
7. If Investor is more than one person, the obligations of the Investor shall be joint and several and the representations and warranties shall be deemed to be made by and be binding on each such person and his heirs, executors, administrators, successors and assigns.

Registration of Shares.

1. Investor understands and acknowledges that the Shares are currently not registered with the SEC in accordance with the Securities Act of 1933 (the "Act"). Punch agrees, and as a condition to the investment in accordance with this Agreement, to register the shares by way of Form 8-A after the close of this stock offering. Punch estimates that registration should take no longer than 60-90 calendar days from the date of filing with the SEC; however, Punch can make no guarantees regarding the time to complete the registration, as this is dependent on numerous factors solely under the control of the SEC.
2. Punch shall provide to Investor a digital copy (in PDF or HTML format) of the Offering Circular for Punch contained in the Form 1-A filed with the SEC. Investor is encouraged to read the Offering Circular thoroughly and consult with his/her attorney, investment advisor and/or accountant before making any investment in Punch/PTV.
3. Investor acknowledges and agrees that he/she is aware that there are substantial restrictions on the transferability of the Shares. Because the Shares are not presently registered pursuant to the provisions of the Act, Investor agrees not to sell, transfer, assign, pledge, hypothecate or otherwise dispose of any Shares until the Shares have been registered, or unless such sale is exempt from such registration pursuant to the provisions of the Act. Investor further acknowledges and agrees that the Company has no obligation to assist Investor in obtaining any exemption from any registration requirements imposed by applicable law. Investor also acknowledges and agrees that he shall be responsible for compliance with all conditions on transfer imposed by a Securities Administrator of any state, province or territory and for any expenses incurred by the Company for legal and accounting services in connection with reviewing such a proposed transfer and issuing opinions in connection therewith.

Acknowledgements, Representations, Warranties and Covenants by Investor.

Investor understands and acknowledges that:

1. Investor hereby represents and warrants that Investor's total purchase of Offered Shares does not exceed 10 % of the Investor's net worth, nor does Investor's total purchase of the Offered Shares exceed 10% of Investor's total annual income.

I acknowledge and represent that this investment does not exceed 10% of my net worth, nor does this investment represent exceed 10% of my annual income.

DocuSigned by:
Sign Here: Melissa Rose Rauli
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2. Investor has been advised to consult Investor's own attorney concerning the Company and to consult with independent tax counsel regarding the tax considerations of participating in the Company.
3. The books and records of the Company will be reasonably available for inspection by Investor and/or Investor's representatives, if any, at the Company's place of business.
4. The offering is exempt, and has not been registered under the Securities Act of 1933, as amended (the "Act").
5. Neither the Securities and Exchange Commission nor any other federal or state agency has passed upon the Shares or made any finding or determination concerning the fairness of this investment and no such agency has recommended or endorsed the Shares.
6. Since the Shares have not been registered under the Act or registered or qualified under any state law, a purchaser of Shares must bear the economic risk of investment for an indefinite period of time because the Shares will bear a restrictive legend and may not be sold, pledged, or otherwise transferred in the absence of an effective registration or qualification under federal and applicable state law or an opinion by counsel to the Company that such registration or qualification is not required.
7. The Investor will not make any sale, transfer, or other disposition of Shares except in compliance with the Act and its Rules and Regulations and applicable state law.
8. Investor and his/her representatives, if any, have been furnished all materials relating to the Company and its proposed activities, the offering of Shares or anything that they have requested, and have been afforded the opportunity to obtain any additional information and ask all questions concerning the Company and the Shares necessary to verify the accuracy of any representations or information provided by the Company and to understand any additional matters Investor believes are necessary to evaluate the investment and associated risks.
9. Neither Investor nor his representatives, if any, have been furnished any offering literature other than that provided by the Company, and Investor and his representatives, if any, have relied only on the information furnished or made available to them by the Company or its authorized agent.
10. Investor has not disclosed any information furnished or made available to Investor by the Company or its authorized agent to anyone other than his lawyer, accountant, or other financial advisors; no one except such advisors have used this information and he has not made any copies of it.
11. Investor has carefully reviewed and understands the risks of, and other considerations relating to, a purchase of Shares.
12. The Company and its authorized agents have answered all inquiries that Investor and his representatives, if any, have put to it concerning the Company and its proposed activities, and all other matters relating to the Company, the offering and sale of the Shares.
13. Investor is aware that Investor's proposed investment in the Company is speculative and involves significant risks, which may result in the loss of that investment, or a portion thereof.
14. Investor has received no representation or warranties in making his investment decision.
15. Investor is at least twenty-one (21) years of age.

16. Investor is now a bona fide citizen of the United States of America and a bona fide resident of the state set forth in the Investor Questionnaire and the address and Social Security number or federal tax identification number set forth in the Investor Questionnaire are his true and correct residence and Social Security number or federal tax identification number. Investor has no current intention of becoming a resident of any other state or jurisdiction. If Investor is a corporation, partnership, trust or other form of business organization, Investor represents and warrants that Investor was formed pursuant to the laws of the State of California, and the Investor's principal place of business is within such state, and that the Investor was not organized for the purpose of acquiring the Shares.
17. Investor has adequate means of providing for his/her current needs and possible personal contingencies, and has no need in the foreseeable future for liquidity in his investment. Investor is able to accommodate the economic risks of the purchase of the Shares, has sufficient net worth to sustain a loss of his/her investment in the Company, or portion thereof, in event such loss should occur.
18. Investor is obtaining the Shares for his/her own account (or for a trust account if Investor is a trustee) for investment purposes in a manner which would not require registration or qualification pursuant to the provisions of the Securities Act of 1933, as amended ("Act"), or any state Blue Sky Law. Investor is not obtaining these Shares with a view or intention to resell or distribute the same, and has no present intention, agreement, or arrangement to divide his/her participation with others or to resell, assign, transfer, or otherwise dispose of all or any part of the Shares for which the Investor has subscribed.
19. Investor understands that neither the Securities and Exchange Commission nor any Securities Administrator or similar person of any state or province has made any finding or determination relating to the fairness of any purchase of the Shares and that neither the Securities and Exchange Commission nor any Securities Administrator or similar person of any state or province has or will recommend or endorse a purchase of the Shares.
20. Investor has been advised that Shares must be held indefinitely unless (i) distribution of Shares is subsequently registered for resale under the Act or (ii) in the opinion of counsel acceptable to the Company, some other exemption from registration under the Act is available.
21. If Investor is a corporation, partnership, trust, or other entity, it is authorized and otherwise duly qualified to purchase and hold Shares in the Company. If Investor is one of the aforementioned entities, it hereby agrees to supply any additional written information that may be required.
22. All of the information concerning Investor's financial position and business experience that Investor has provided to the Company in the Investor Questionnaire completed by Investor, is correct and complete as of this date, and if there should be any material change in such information prior to the acceptance of this subscription by the Company, Investor will immediately furnish the revised or corrected information to the Company.
23. The Investor:
 - i. Has such knowledge and experience in business and financial matters that Investor is capable of evaluating the Company and its proposed activities, the risks and merits of investment in the Shares and of protecting Investor's interest and making an informed investment decision, and has not consulted with others in connection with evaluating such risks and merits, or;

- ii. Has been advised by others (who are unaffiliated with and who are not compensated by the Company or any of its affiliates or selling agents, directly or indirectly) and now has such knowledge and experience in business and financial matters that Investor is capable of evaluating the Company and its proposed activities, the risks and merits of investment in the Shares and of making and informed decision, or;
 - iii. His/her investor Representatives (who are unaffiliated with and who are not compensated by the Company or any of its affiliates or selling agents, directly or indirectly) together have such knowledge and experience in business and financial matters that Investor and the Investor Representatives together are capable of evaluating the Company and its proposed activities, and the risks and merits of investment in the Shares and of making and informed investment decision.
24. Investor is not relying on the Company nor any of its officers, managers, directors, controlling persons, agents, attorneys, accountants, employees or shareholders for independent legal, accounting, financial, or tax advice in connection with Investor's evaluation of the risks and merits of investment in the Company and the consequences to Investor if such an investment.

Confidentiality

1. **Confidential Information.** Investor acknowledges that the terms and conditions set forth in this Agreement are deemed "Confidential Information."
2. **Non-Disclosure of Confidential Information.** Except as may be required by law, and except as provided in this Article, Investor shall not disclose any Confidential Information to any third party without the express, written consent of the Company.
3. **Limitations.** Investor agree that the confidentiality and non-disclosure requirements of this Agreement are limited to Confidential Information; and that the existence of this Agreement and Investor's investment in Punch are not deemed Confidential Information, and may be disclosed, made public and promoted at the discretion of the Company.
4. **Exceptions to Disclosure.** Investor may disclose any Confidential Information to his/her outside attorney, accountant, auditor or investment advisor only to the extent necessary to permit evaluation of the investment, and the performance of the necessary or required tax, accounting, financial, legal, or administrative tasks and services. Investor shall hold such attorneys, accountants, auditors and investment advisors to the same level of confidentiality as provided in this Agreement, and Investor shall be liable for any and all damages, monetary or otherwise, as a result of any unauthorized disclosure of Confidential Information by his attorney, accountant, auditor and investment advisor.
5. **Remedies.** Other than disclosure in accordance with paragraphs 3 and 4, should any Party make any unauthorized disclosure of any Confidential Information, the other Party shall be entitled to injunctive relief preventing further disclosure of the Confidential Information, in addition to any other remedies, monetary or otherwise, available hereunder, whether at law or in equity. Any Party who sustains any damages, monetary or otherwise, as the result of the other Party's unauthorized disclosure of Confidential Information shall be entitled to recover its costs and fees, including reasonable attorneys' fees incurred in obtaining any such relief; and, in the event of litigation as a result of damages resulting from the unauthorized disclosure of any Confidential Information, the prevailing party shall be entitled to recover its court costs, expert witness fees, reasonable attorney's fees and expenses.

Indemnification.

1. Investor acknowledges that he/she understands the meaning and legal consequences of the representations, warranties, and covenants specified in this Agreement and that the Company has relied on such representations, warranties, and covenants, and hereby agrees to indemnify the Company, its officers, managers, directors, controlling persons, agents, attorneys, accountants and employees harmless from and against any and all loss, damage, liability, cost, or expense incurred on account of or arising out of a breach of such representation, warranty or covenant.
2. Investor consents to the indemnification of the Company, its officers, managers, directors, controlling persons, agents, attorneys, accountants and employees to the extent such indemnification is lawful, and in accordance with the terms and conditions of the by-laws.

General Considerations

1. **Choice of Law.** This Agreement shall be construed in accordance with and governed by the laws of the State of Delaware except as to the manner in which Investor elects to take title to Shares, which shall be construed in accordance with the Laws of the state of his principal residence.
2. **Irrevocability; Binding Effect.** Investor hereby acknowledges and agrees that the purchase hereunder is irrevocable, that Investor is not entitled to cancel, terminate or revoke this Agreement or any agreements of the undersigned hereunder and that this Agreement and such other agreements shall survive my death or disability and shall be binding upon and inure to the benefit of the parties and their heirs, executor, administrators, successors, legal representatives and assigns. If Investor is more than one person, the obligations of Investor hereunder shall be joint and several, and the agreements, representations, warranties and acknowledgments herein contained shall be deemed to be made by and are binding upon each such person and his/her heirs, executors, administrators, successors, legal representatives and assigns.
3. **Modification.** Neither this Agreement nor any provisions hereof shall be waived, modified, discharged or terminated except by an instrument in writing signed by the party against whom any such waiver, modification, discharge or termination is sought.
4. **Notice.** Any notice, demand or other communication which any party hereto may require, or may elect to give to anyone interested hereunder shall be sufficiently given if [a] deposited, postage prepaid, in a United States mail box, stamped registered or certified mail, return receipt requested addressed to such address as may be listed on the books of the Company, [b] delivered personally at such address, or [c] delivered (in person, or by a facsimile transmission, telex or similar telecommunications equipment) against receipt.
5. **Counterparts.** This Agreement may be executed through the use of separate signature pages or in any number of counterparts 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.
6. **Entire Agreement.** This Agreement contains the entire agreement of the parties with respect to the subject matter hereof, and there are no representations, covenants or other agreements except as stated or referred to herein.
7. **Severability.** Each provision of the Agreement is intended to be severable from every other provision, and the invalidity or illegality of any portion hereof shall not affect the validity or legality of the remainder hereof.

8. **Assignability.** This Agreement is not transferable or assignable by the Company nor by Investor except as may be provided herein.

9. Our Company Mailing Address is: 1201 North La Brea Ave. Suite 256, Inglewood, CA 90302

By signing below the Investor acknowledges, understands, agrees and consents to the foregoing.

DocuSigned by:
Melissa Rose Rauh
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Sign Here

You agree that you are purchasing _____^{25.00} shares of stock at \$1.00 per shares

You agree that to pay for your Stock Certificate which is \$^{25.00}_____

You agree to pay the processing fee of \$^{2.50}_____

Your total purchase price is \$^{52.50}_____

“Click the **PAY NOW** button to purchase your stock”

