EXHIBIT A

SUBSCRIPTION AGREEMENT

This Subscription and Stock Purchase Agreement (this "Agreement") is made and entered into as of October 28, 2017 by and between **WinProbe Corporation**, a Delaware corporation, with its principal place of business at 11770 US Highway 1, Suite 405, Palm Beach Gardens, Florida 33408 (the "Company"), and _____, with an address set forth on the signature page of this Agreement (the "Investor")

RECITALS

WHEREAS, subject to the terms and conditions of this Agreement, the Company desires to issue and sell to the Investor and the Investor desire to purchase from the Company certain securities of the Company, as more fully described in this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual promises herein made, and in consideration of the representations, warranties, covenants and agreements herein contained, the Company and the Investor agree as follows:

1. Subscription. As part of the Company's offering of up to One Million (1,000,000) shares of common stock, par value $0.001 per share, of the Company ("Common Stock"), the Investor hereby subscribes to purchase _____shares (the "Shares") of Common Stock at a purchase price of One Dollar ($1.00) per Share, for an aggregate purchase price of $_____ (the "Purchase Price").

2. Closing. The closing of the purchase and sale of the Shares (the "Closing") shall take place at the company offices at 11770 US Highway 1, Suite 405, Palm Beach Gardens, at 10:00 a.m., Eastern Standard Time, on the date hereof or such other date, time and place as shall be agreed upon by the Company and the Investor.

3. Deliveries.

(a) At the Closing, the Investor shall deliver to the Company (i) a check equal to the Purchase Price, (ii) an executed counterpart signature page to the Company's Stockholders' Agreement dated October 28, 2017 attached hereto as Exhibit A (the "Stockholders' Agreement"), (iii) a complete executed investor questionnaire attached hereto as Exhibit B (the "Investor Questionnaire") and (iv) an executed copy of this Agreement.

(b) At the Closing, the Company shall deliver to the Investor (i) a stock certificate representing the Shares to be issued and sold to the Investor, duly registered in the Investor's name against payment in full by the Investor of the aggregate purchase price and (ii) an executed copy of this Agreement.

4. Representations and Warranties of the Investor. The Investor hereby acknowledges, represents and warrants to the Company as follows:

(a) Authority. The Investor has all right, power and authority to enter into this Agreement and to carry out and perform the Investor's obligations hereunder.

(b) Purchase Entirely for Own Account. The Investor is acquiring the Shares for his own account as principal, not as a nominee or agent, for investment purposes only, and not with a view to, or for, resale, distribution or fractionalization thereof in whole or in part and no other person has a direct or indirect beneficial interest in such Shares. Further, the Investor does not have any contract, undertaking, agreement or arrangement with any person to sell, transfer or grant participations to such person or to any third person, with respect to any of the Shares.

(c) Restricted Securities.

(i) The Investor understands that the Shares are not registered under the Securities Act of 1933, as amended (the "Act"), and are being sold pursuant to the exemption contained in Rule 506 thereof, which is applicable to transactions by an issuer not involving any public offering, and that the Company's reliance on this exemption is based in part on the representations made by the Investor in this Agreement and the Investor Questionnaire.

(ii) The Investor understands that the Shares are not registered under the "Blue Sky" securities laws of any jurisdiction and are being sold pursuant to exemptions contained in such laws, and that the Company's reliance on this exemption is based in part on the representations made by the Investor in this Agreement and the Investor Questionnaire. The Investor represents and warrants that the Investor is a resident of and domiciled in the state set forth in the Investor Questionnaire.

(iii) The Investor understands and agrees that until the Shares are registered or transferred pursuant to the provisions of Rule 144 under the Act, such shares and all certificates evidencing such shares, whether upon initial issuance or upon any transfer thereof, shall bear a legend, prominently stamped or printed thereon, reading substantially as follows:

> THESE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR APPLICABLE STATE SECURITIES LAWS. THESE SECURITIES HAVE BEEN ACQUIRED FOR INVESTMENT AND NOT WITH A VIEW TO THEIR DISTRIBUTION OR RESALE, AND MAY NOT BE SOLD, PLEDGED, OR OTHERWISE TRANSFERRED WITHOUT AN EFFECTIVE REGISTRATION STATEMENT FOR SUCH SECURITIES UNDER THE SECURITIES ACT AND APPLICABLE STATE SECURITIES LAWS, OR AN OPINION OF COUNSEL SATISFACTORY TO THE COMPANY TO THE EFFECT THAT SUCH REGISTRATION IS NOT REQUIRED.

(iv) The Investor understands and agrees that the Company does not

have any present intention and is under no obligation to register the Shares, whether upon initial issuance or upon any transfer thereof under the Act and applicable state securities laws, and that Rule 144 may not be available as a basis for exemption from registration.

(d) Investment Experience. The Investor has substantial experience evaluating and investing in private placement transactions of securities in private companies, and so is capable of evaluating the merits and risks of its investment in the Company and has the capacity to protect his own interests.

(e) Economic Risk. The investor is aware that an investment in the Shares is highly speculative and subject to substantial risks. The Investor is capable of bearing the high degree of economic risk and burdens of this investment, including, but not limited to, the possibility of the complete loss of the Investor's investment, the lack of a public market and limited transferability of the Shares acquired, which may make the liquidation of this investment impossible for the indefinite future. The financial condition of the Investor is such that there is under no present or contemplated future need to dispose of any portion of the Shares acquired to satisfy any existing or contemplated undertaking, need or indebtedness.

(f) No Public Market. The Investor understands that no public market now exists for the Shares, that the Company has made no assurances that a public market will ever exist for the Shares and that, even if such a public market exists at some future time, the Company may not then be satisfying the current public information requirements of Rule 144.

(g) Private Offer. The offer to issue and sell the Shares was directly communicated to the investor by the Company in such a manner that the Investor was able to ask questions of and receive answers from the Company or a person acting on its behalf concerning the terms and conditions of this transaction. At no time was the investor presented with or solicited by or through any leaflet, public promotional meeting, television advertisement or any other form of general advertising in connection and concurrently with this transaction.

(h) Accredited Investor. The Investor acknowledges and represents that he, she or it is an "accredited investor" as such term is defined in Rule 501 of Regulation D promulgated under the Securities Act.

(i) Tax Consequences. The Investor acknowledges that the Company does not make any representation or warranty regarding the tax consequences to the Investor arising from the purchase of the Shares in accordance with this Agreement or the present fair market value of such Shares, and that the Company shall in no event be liable to the Investor for any tax liability that may arise relating to Investor’s purchase and sale of the Shares. The Investor acknowledges that the Company has urged the Investor to seek the counsel of the Investor's own legal or tax advisors with regard to the income tax consequences arising from the purchase and sale of the Shares in accordance with this Agreement.

(j) Information. All material documents, records and books pertaining to the Company and to this investment have been made available to the Investor. The investor has been

furnished with and has had the opportunity to read carefully the Company's Confidential Private Placement Memorandum relating to the Offering (the "Private Placement Memorandum"), Certificate of Incorporation, as amended to date (the "Charter"), Bylaws, the Stockholder's Agreement, the Company's Executive Summary, (the "Executive Summary"), and the Company's Business Plan (the "Business Plan"). The Investor has relied on the information contained therein and in such other documents as the Investor has elected to review, and have not relied upon any oral representations or been furnished any other offering literature or written information, except other information (if any) provided by the Company on the Investor's request. The Investor has been provided with an adequate opportunity to ask questions of the Company and W. Guy Scott, the Company's President and Chief Executive Officer, and to review any documents that the investor deems material.

5. **Representations and Warranties of the Company**. The Company hereby acknowledges, represents and warrants to the Investor, which representations and warranties shall survive for a period of 24 months from the date of this Agreement, as follows:

(a) Organization; Good Standing; Validity. The Company is duly incorporated, validly existing and in good standing in the State of Delaware and is qualified as a foreign corporation in Florida and all other jurisdictions where the character of the property owned or leased, or the nature of the activities conducted, by it makes such qualification necessary. The Company has all of the requisite corporate power and authority necessary to own and to operate its properties and assets and to carry on its business as now conducted and as proposed to be conducted. The Corporation is not in violation of any of the provisions of the Charter, the Company's bylaws or any other organizational documents.

(b) Authorization; Enforceability. The Company has all requisite power and authority to enter into this Agreement, to carry out and perform its obligations under the terms of this Agreement and to take all necessary action on the part of the Company necessary for the sale and issuance of the Shares pursuant hereto. This Agreement has been duly authorized, validly executed and delivered on behalf of Company and is a valid and binding obligation of the Company, enforceable in accordance with its terms, except to the extent that enforceability thereof may be limited by bankruptcy, insolvency, moratorium or similar laws affecting the enforcement of creditors' rights generally and except that the availability of equitable remedies such as specific performance or injunctive relief are subject to the discretion of the court before which any proceeding may be brought.

(c) No Conflicts. The execution, delivery and performance of this Agreement by the Company and the consummation by the Company of the transactions contemplated hereby do not and will not (i) conflict with or violate any provision of the Charter, the Company's bylaws, any agreement between the Company and its stockholders or any other organizational documents, or (ii) conflict with, or constitute a default (or an event that with notice or lapse of time or both would become a default) under, or give to others any rights of termination, amendment, acceleration or cancellation (with or without notice, lapse of time or both) of, any agreement, credit facility, debt or other instrument (evidencing a Company debt or

otherwise) or other understanding to which the Company is a party or by which any property or asset of the Company is bound or affected, or (iii) result in a violation of any law, rule, regulation, order, judgment, injunction, decree or other restriction of any court or governmental authority to which the Company is subject (including federal and state securities laws and regulations), or by which any property or asset of the Company is bound or affected.

(d) Filings, Consents and Approvals. The Company is not required to obtain any consent, waiver, authorization or order of, give any notice to, or make any filing or registration with, any court or other federal, state, local or other governmental authority or other person or entity in connection with the execution, delivery and performance by the Company of this Agreement, other than (i) the timely filing with the Securities and Exchange Commission of a Notice of Sale of Securities on Form D, (ii) timely filings required by state securities laws and (iii) those that have been made or obtained prior to the date of this Agreement.

(e) Issuance of the Shares. The Shares have been duly authorized and, when issued and paid for in accordance with this Agreement, will be duly and validly issued, fully paid and nonassessable, free and clear of all liens, charges and encumbrances, other than restrictions on transfer under applicable securities laws.

(f) Capitalization. The authorized capital of the Company consists of Fifteen Million (15,000,000) shares of Common Stock of which Eight Million, Four Hundred and Seventy Two Thousand Six Hundred and Two (8,497,602) shares are issued and outstanding as of the date of this Agreement, and One Million Five Hundred Two Thousand Three Hundred Ninety Eight (1,502,398) shares of Common Stock are reserved for issuance under the Company's Incentive Plan . The capital securities of the Company are held as of the date of this Agreement by the persons and in the amounts set forth in the Capitalization chart set forth on Exhibit E to the Private Placement Memorandum. The Company has no other capital securities authorized, issued or outstanding. All outstanding shares of Common Stock are duly authorized, validly issued, fully paid and non-assessable. Except as set forth in the Stockholders' Agreement, no securities of the Company are entitled to preemptive or similar rights, and no person or entity has any right of first refusal, preemptive right, right of participation, or any similar right to participate in the transactions contemplated by this Agreement. There are no outstanding options, warrants, scrip rights to subscribe to, calls or commitments of any character whatsoever relating to, or securities, rights or obligations convertible into or exchangeable for, or giving any person or entity any right to subscribe for or acquire, any shares of Common Stock, or contracts, commitments, understandings or arrangements by which the Company is or may become bound to issue additional shares of Common Stock, or securities or rights convertible or exchangeable into shares of Common Stock. The issue and sale of the Shares will not, immediately or with the passage of time, obligate the Company to issue shares of Common Stock or other securities to any person or entity (other than the Investor) and will not result in a right of any holder of capital securities of the Company to adjust the exercise, conversion, exchange or reset price under such capital securities.

(g) Subsidiaries. The Company does not have, and has never had, any subsidiaries and does not own any shares of capital securities or any interest in, or control,

directly or indirectly, any other entity or have any ongoing obligation to purchase any capital securities of any other entity.

(h) Litigation. There is no action, suit, claim or proceeding of any nature pending or, to the Company's knowledge, threatened against the Company, which (i) adversely affects or challenges the legality, validity or enforceability of this Agreement or the issuance of the Shares or (ii) would, if there were an unfavorable decision, individually or in the aggregate, have or reasonably be expected to result in a material and adverse effect on the results of operations, assets, prospects, business or condition (financial or otherwise) of the Company.

(i) Compliance. The Company (i) is not in violation of any order of any court, arbitrator or governmental body, and (ii) is not or has not been in violation of any statute, rule or regulation of any governmental authority, except in each case as would not, individually or in the aggregate, have or reasonably be expected to result in a material and adverse effect on the results of operations, assets, prospects, business or condition (financial or otherwise) of the Company.

(j) Intellectual Property. The Company owns or possesses adequate licenses or other valid rights to use all patents, patent applications, trademarks, trademark applications, service marks, trade names, copyrights, licenses and other similar rights that are necessary or material for use in connection with its business and which the failure to so have would, individually or in the aggregate, have or reasonably be expected to result in a material and adverse effect on the results of operations, assets, prospects, business or condition (financial or otherwise) of the Company (collectively, the "Intellectual Property"). The Company is not aware of (i) any assertion or claim challenging the validity of any Intellectual Property or underlying the Corporation's rights therein; or (ii) any infringement by another person or entity of the Intellectual Property. The rights of the Company in or to the Intellectual Property, and the operation by the Company of its business as currently conducted, do not and will not conflict with or infringe upon the rights of any other person or entity, and the Company has not received any claim or notice from any person or entity to such effect. All applications and registrations for Intellectual Property in the nature of patents, trademarks, copyrights and like Intellectual Property which require filings, applications or registrations with governmental authorities to perfect or evidence ownership or rights therein have been filed with the appropriate governmental authority, are in full force and effect and are valid under applicable laws. The Company has taken reasonable steps to protect the Intellectual Property.

6. **Risk Factors**. The Investor acknowledges Investor has reviewed of all of the risk factors related to the Company and the Shares set forth in the Company's Private Placement Memorandum, all of which are incorporated by reference into this Agreement.

7. **Indemnification**.

(a) The Investor agrees to indemnify and hold harmless the Company, its officers, directors and employees, its affiliates 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 made by the Investor or any material breach or failure by the Investor to comply with any covenant or agreement made by the Investor herein.

(b) The Company agrees to indemnify and hold harmless the Investor 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 made by the Company or any material breach or failure by the Company to comply with any covenant or agreement made by the Company herein.

8. **Miscellaneous.**

(a) Expenses: All fees and expenses incurred by any of the parties hereto shall be borne by the partying incurring such fees and expenses and all sales, transfer or other similar taxes payable in connection with this Agreement shall be borne by the party incurring such tax.

(b) Modification. Neither this Agreement nor any provision 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.

(b) 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.

(c) Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Florida (without giving effect to any conflicts or choice of laws provisions thereof that would cause the application of the domestic substantive laws of any other jurisdiction).

(d) Consent to Personal Jurisdiction and Venue; Waiver of Service of Process. The parties hereby consent to personal jurisdiction and exclusive venue in the Circuit Court in and for Palm Beach County, Florida for any action brought by the Company or the Investor arising out of or in connection with this Agreement. Each party hereby irrevocably waives personal service of process and consents to process being served in any such suit, action or proceeding by mailing a copy thereof to such party at the address set forth above and agrees that such service shall constitute good and sufficient service of process and notice thereof. Nothing contained herein shall be deemed to limit in any way any right to serve process in any manner permitted by law.

(e) Severability. If any provision of this Agreement shall be adjudged by any court of competent jurisdiction to be invalid or unenforceable for any reason, such judgment shall not affect, impair or invalidate the remainder of this Agreement.

(f) Entire Agreement. This Agreement constitutes the entire understanding of the parties hereto, and supersedes all other oral or written agreements or understandings betweenthem regarding the subject matter hereof.

(g) Notices. All notices and other communications under this Agreement shall be in writing and delivery thereof shall be deemed to have been made when transmitted by hand delivery, commercial overnight delivery service, telegram, telex, telecopier or facsimile transmission, when confirmed, to the party entitled to receive the same at the address indicated in this Agreement or at such other address as such party shall have specified by written notice to the other parties hereto given in accordance herewith.

(h) Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all of which taken together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by the signature page being sent via e-mail to the other party as a portable data format (pdf.) file or image file attachment, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such signature page were an original thereof.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective officers as of the date first above written.

INVESTOR (individual)

_____
Signature

Name: _____

Address: _____
_____

Number of Shares: _____

Aggregate Purchase Price: $ _____

INVESTOR (entity)

_____
Name of entity

By: _____
Signature

Name: _____

Title: _____

Address: _____

_____

Number of Shares: _____

Aggregate Purchase Price: $ _____

ACCEPTED AND AGREED:

WINPROBE CORPORATION

By: _____
Guy Scott, President

Date: _____, 2016