

**PRINCE OF VENICE, LLC
ADDENDUM TO
SUBSCRIPTION AGREEMENT**

THIS ADDENDUM TO SUBSCRIPTION AGREEMENT (this “**Addendum**”) is made as of the date set forth on the signature page below by the undersigned subscriber (“**Subscriber**”) and Prince of Venice, LLC, a Delaware limited liability company (the “**Company**”).

RECITALS

A. Subscriber has executed the Company’s Subscription Agreement on or prior to the date of this Addendum (as modified by this Addendum, the “**Subscription Agreement**”). Capitalized terms used in this Addendum and not otherwise defined have the meanings set forth in the Subscription Agreement.

B. The Company has authorized the offer, sale and issuance of up to 4,000 Class B Membership Interests (the “**Securities**”) at a purchase price of \$250 per Security (the “**Purchase Price**”) pursuant to the Subscription Agreement (or a series of subscription agreements), to be sold to certain investors acceptable to the Company (the “**Offering**”), which Offering is being conducted, in whole or in part, through the FlashFunders™ online platform located at www.flashfunders.com (the “**Platform**”) operated by FlashFunders, Inc. (collectively, with its subsidiaries and affiliates, “**FlashFunders**”).

C. It is a requirement to purchase Securities in the Offering that Subscriber and the Company enter into this Addendum.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual promises, representations, warranties, and covenants hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Purchase Price. At or prior to the date of the sale and purchase of the Securities pursuant to the Subscription Agreement (the “**Closing**”), Subscriber shall deliver to the Company the Purchase Price for such Securities by wire transfer or other electronic funds transfer in accordance with the Company’s instructions as provided on the Platform. Funds for the Purchase Price will be held in an escrow account established by the Company through the Platform (the “**Escrow Account**”) and released to the Company at the discretion of the Company upon the satisfaction of the Closing conditions set forth in Section 2 hereof and the other Closing conditions, if any, set forth in the Subscription Agreement. The holding and release of such funds shall also be subject to the terms and conditions of the escrow agreement related to the Escrow Account and the Platform Terms of Use.

2. Closing.

(a) Closing Conditions. In addition to any Closing conditions set forth in the Subscription Agreement, the Closing is conditioned upon Subscriber’s delivery to the Company of an executed copy of the Mutual Agreement to Arbitrate and Waiver of Class Action Class attached to this Addendum as Attachment 1 (the “**Arbitration Agreement**”).

(b) No Closing. If the Company terminates the Offering or is otherwise unable to effect the Closing pursuant to the Subscription Agreement, (i) Subscriber’s subscription will be cancelled automatically and (ii) such subscription shall be refunded to Subscriber without deduction for any fee, commission or expense, and without accrued interest with respect to any money received.

3. Representations and Warranties of Subscriber. Subscriber hereby represents and warrants to the Company and to FlashFunders, as of the date hereof and as of the Closing date, as follows:

(a) Subscriber Information. All information provided by Subscriber through the Platform (including, without limitation, with respect to Subscriber’s status as an accredited investor) is complete, accurate and true in all respects.

(b) **Investment Risk.** Subscriber understands and acknowledges that (i) the Company has a limited financial and operating history and that an investment in the Company is highly speculative and involves substantial risks, (ii) the entire amount of Subscriber's investment may be lost, (iii) Subscriber is in a financial condition to bear the loss of Subscriber's investment and (iv) investing in the Securities involves risk, and Subscriber should not invest any funds in the Offering unless Subscriber can afford to lose the entire amount of Subscriber's investment.

4. **Reliance on Offering Materials.** Each of Subscriber and the Company represents and warrants to FlashFunders that such party's representations and warranties made in the Subscription Agreement are true and correct as of the date made and will be true and correct as of the Closing date.

5. **Indemnification.** Subscriber hereby agrees to indemnify and hold harmless FlashFunders, and any of their respective officers, directors, controlling persons, equity holders, agents and employees (collectively, the "**Indemnified Parties**"), who is or may be a party or is or may be threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of or arising from any misrepresentation or misstatement of facts or omission to represent or state facts made by Subscriber to FlashFunders (or any agent or representative of any of them), or omitted by Subscriber, against any losses, damages, liabilities, penalties or expenses (including attorneys' fees, judgments, fines and amounts paid in settlement) actually and reasonably incurred by any Indemnified Party in connection with such action, suit or proceeding.

6. **Third-Party Beneficiary.** The parties hereto acknowledge and agree that FlashFunders is a direct beneficiary with respect to certain provisions of the Subscription Agreement and may rely on and enforce each of such provisions as if it were a party hereto.

7. **Dispute Resolutions.** Any suit, action or other proceeding arising out of or based upon the Subscription Agreement shall be subject to the provisions of the Arbitration Agreement.

8. **Governing Law.** This Addendum shall be governed by and construed in accordance with the laws of the State of California, including all matters of construction, validity, performance, and enforcement and without giving effect to the principles of conflict of laws.

9. **Counterparts.** This Addendum may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

10. **Electronic Execution and Delivery.** A digital reproduction, portable document format (".pdf") or other reproduction of this Addendum may be executed by one or more parties hereto and delivered by such party by electronic signature (including signature via *DocuSign* or similar services), electronic mail or any similar electronic transmission device pursuant to which the signature of or on behalf of such party can be seen. Such execution and delivery shall be considered valid, binding and effective for all purposes.

11. **Conflict.** As between Subscriber and the Company, this Addendum shall amend and modify the Subscription Agreement as set forth herein, and all references to the Subscription Agreement in this Addendum shall for such purposes be deemed to refer to the Subscription Agreement as modified by this Addendum. Except as expressly amended or modified herein, all terms and conditions of the Subscription Agreement are hereby ratified, confirmed and approved and shall remain in full force and effect. In the event of any conflict or inconsistency between this Addendum and the Subscription Agreement, as between Subscriber and the Company, this Addendum shall govern.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, each of the parties hereto has executed this Addendum as of the day and year set forth below.

SUBSCRIBER:

By: _____
Name: _____
Title (if applicable): _____
Date: _____

COMPANY:

PRINCE OF VENICE, LLC

By: _____
Name: Emanuele Filiberto di Savoia
Title: Managing Member
Date: _____

ATTACHMENT 1

MUTUAL AGREEMENT TO ARBITRATE AND WAIVER OF CLASS ACTION CLAIMS

THIS MUTUAL AGREEMENT TO ARBITRATE AND WAIVER OF CLASS ACTION CLAIMS (this “**Arbitration Agreement**”) is made as of the date set forth on the Company’s signature page below, by and between and Prince of Venice, LLC, a Delaware limited liability company (the “**Company**”), and the “**Subscriber**” set forth on the Subscriber Acceptance page below (“**Subscriber**”). The words “you” and “your” in this Arbitration Agreement refer to the undersigned Subscriber and anyone acting on Subscriber’s behalf including, without limitation, Subscriber’s family, heirs, agents and assigns.

RECITALS

A. You and the Company have entered into a Subscription Agreement dated on or prior to the date of this Addendum (as modified or amended, the “**Subscription Agreement**”), and it is a condition to the closing of the sale of the securities of the Company under the Subscription Agreement that you and the Company execute and deliver this Arbitration Agreement.

B. You and the Company are executing this Arbitration Agreement to obtain the benefit of a speedy, impartial and cost-effective dispute resolution procedure.

AGREEMENT

NOW, THEREFORE, for the right to resolve your claims by arbitration rather than through the courts, you agree with the Company as follows:

1. Agreement to Arbitrate. Except as otherwise expressly provided in this Arbitration Agreement, you and the Company agree to settle by final and binding arbitration any claims and controversies arising out of or relating to your investment in the Company (“**Arbitrable Claims**”), which the Company may have against you or you may have against the Company or any third party (each and every such party is referred to herein as a “**Covered Party**”), including, but not limited to, the following: (a) any claim involving conduct alleged to be in violation of any local, state or federal constitution, regulation, ordinance, statute or common law; (b) any claim for breach of any contract, covenant or duty owed, express or implied (including, without limitation, the Subscription Agreement); and (c) any claim for fraud, misrepresentation, or any other tort. This Agreement is enforceable under and subject to the Federal Arbitration Act, 9 U.S.C. Sec 1 *et. seq.* (the “**FAA**”). For avoidance of doubt, and not as a limitation, FlashFundors, Inc. and its affiliates and other related or associated persons are intended to be Covered Parties.

2. Waiver of Class Action Claims. THE PARTIES AGREE THAT THEY MAY BRING CLAIMS AGAINST THE OTHER ONLY IN THEIR RESPECTIVE INDIVIDUAL CAPACITIES, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, REPRESENTATIVE, OR COLLECTIVE ACTION.

3. Arbitration Procedures. Arbitration shall be filed with JAMS, Inc. (“**JAMS**”), and heard by one arbitrator (the “**Arbitrator**”) in the County in which the Company’s principal executive offices are located (unless otherwise agreed by the parties to the arbitration). The arbitration shall be conducted in accordance with the JAMS Comprehensive Arbitration Rules & Procedures (the “**Rules**”) in effect at the time the claim is made. The Rules can be found and obtained at <http://www.jamsadr.com/rules-comprehensive-arbitration/> or alternatively can be obtained by requesting a copy from the Company. By signing this Agreement, you acknowledge that you have had an opportunity to review the Rules before signing this Agreement. The Arbitrator shall have the authority to order discovery by way of deposition, interrogatory, document production, or otherwise, as the Arbitrator considers necessary to a full and fair exploration of the issues in dispute, consistent with the expedited nature of arbitration. The Arbitrator shall apply, as applicable, federal or California substantive law and law of remedies. The Arbitrator’s remedial authority shall be no greater than that available under each statutory or common law theory asserted and is authorized to award any remedy or relief available under applicable law that the Arbitrator deems just and equitable, including any remedy or relief that would have been available to the parties had the matter been heard in a court. The Arbitrator shall have the authority to provide for the award of attorneys’ fees and costs if such award is separately authorized by applicable law. The Arbitrator shall issue a written opinion that includes the factual and legal basis for any decision and award, unless the parties agree otherwise. A judgment upon any award

rendered by the Arbitrator may be entered in any court having jurisdiction. You, the Company, any other Covered Party that is a party to the arbitration, legal counsel and the Arbitrator shall treat all arbitration proceedings, including any decision, award and opinion in support thereof, as confidential, and the Arbitrator shall issue such orders as are reasonably necessary to maintain such confidentiality. You will be obligated to pay the then-current court filing fee towards the costs of the arbitration and shall not be required to pay any cost or expense of the arbitration that you would not be required to pay if the matter had been heard in a court. The Company shall bear all other costs unique to arbitration in compliance with applicable law.

4. Claims Not Covered By This Arbitration Agreement. This Arbitration Agreement does not apply to or cover the following claims related to your investment in the Company: (a) claims brought in a court of competent jurisdiction to compel arbitration under this Arbitration Agreement, to enforce or vacate an arbitration award, or to obtain preliminary, injunctive and/or other equitable relief in support of claims to be prosecuted in an arbitration by any party; (b) any claim by the Company or other Covered Person seeking to enforce or protect, or concerning the validity of, any of their respective intellectual property rights; and (c) any other claim not properly arbitrable under the law or otherwise prohibited by law from being arbitrated.

5. Survival of Provisions. This Arbitration Agreement shall continue in effect after your investment in the Company is consummated and shall apply to any arbitrable claim whether it arises or is asserted before, during or after any period in which you hold the Company's securities. You and the Company agree that this Arbitration Agreement can be modified or revoked only by a writing signed by you, the Company, and each other Covered Party against which or whom an arbitrable claim may be asserted hereunder, which specifically states that you, the Company, and such Covered Parties intend to modify or revoke this Arbitration Agreement.

6. Severability. If any one or more provisions of this Arbitration Agreement is found, for any reason, invalid, voidable or unenforceable, in whole or in part, with respect to any claim or class of claims, the finding shall in no way affect any other provision of this Arbitration Agreement or the validity or enforcement of the remainder of this Arbitration Agreement, and any provision thus affected shall itself be modified only to the extent necessary to bring the provision within the applicable requirements of the law.

7. Third-Party Beneficiaries. The parties expressly acknowledge, agree and confirm that each and every Covered Party is an express third-party beneficiary of this Arbitration Agreement, and each such Covered Party shall have and possess all rights and remedies hereunder as if each such Covered Party were an original party hereto.

8. Electronic Execution and Delivery. A digital reproduction, portable document format (".pdf") or other reproduction of this Arbitration Agreement may be executed by one or more parties hereto and delivered by such party by electronic signature (including signature via *DocuSign* or similar services), electronic mail or any similar electronic transmission device pursuant to which the signature of or on behalf of such party can be seen. Such execution and delivery shall be considered valid, binding and effective for all purposes.

9. Sole and Entire Agreement. The parties acknowledge that this Arbitration Agreement constitutes the complete agreement of the parties on the subject matter contained herein, and supersedes any prior or contemporaneous oral or written agreement or understanding on the subject matter contained herein.

10. Consideration. The parties agree that there is good and valuable consideration for the execution of this Arbitration Agreement, including, but not limited to, the requirement that the agreement to arbitrate all claims is mutual between the parties, and other good and valuable consideration.

PRINCE OF VENICE, LLC

By: _____

Name: Emanuele Filiberto di Savoia

Title: Managing Member

Date: _____

SUBSCRIBER'S ACCEPTANCE

The undersigned Subscriber acknowledges that it has carefully read and understands the foregoing Arbitration Agreement, that it has received the advice of independent counsel with respect to the foregoing Arbitration Agreement, and that it agrees to be bound by and comply with all of its terms. Subscriber acknowledges that it has entered into this Arbitration Agreement voluntarily and that it is not relying on any representation, oral or written, as to the effect, enforceability or meaning of this Arbitration Agreement, except as specifically set forth in this Arbitration Agreement. THE UNDERSIGNED SUBSCRIBER UNDERSTANDS AND ACKNOWLEDGES THAT BY SIGNING THIS ARBITRATION AGREEMENT, THE COMPANY AND SUBSCRIBER, AND THE OTHER COVERED PARTIES REFERENCED HEREIN, ARE GIVING UP THE RIGHT TO A JURY TRIAL AND TO A TRIAL IN A COURT OF LAW WITH RESPECT TO ANY ARBITRABLE CLAIM ANY OF THEM MAY HAVE AGAINST THE OTHERS. SUBSCRIBER ALSO UNDERSTANDS AND ACKNOWLEDGES THAT, BY SIGNING THIS ARBITRATION AGREEMENT, **THE COMPANY AND SUBSCRIBER EACH EXPRESSLY WAIVE THE RIGHT TO PURSUE ANY ARBITRABLE CLAIM AGAINST THE OTHER AND AGAINST THE OTHER COVERED PARTIES, THROUGH ANY PURPORTED CLASS OR COLLECTIVE ACTION OR OTHER REPRESENTATIVE ACTION.**

SUBSCRIBER:

By: _____

Name: _____

Title (if applicable): _____

Date: _____