

Stock Purchase Agreement

Stock Purchase Agreement dated as of December 18, 2017 by and between OnePIN Inc., a Delaware corporation (the “Company”), and Egan Managed Capital III, L.P. (the “Seller”).

1. Purchase of Common Stock. The Seller owns a total of 198 shares (the “Common Shares”) of Common Stock of the Company, par value \$0.01 per share (the “Common Stock”) represented by certificates #C-0041 and #C-0059. You hereby agree to sell and deliver the Common Shares to the Company, and the Company agrees to purchase and accept the Common Shares from you, for total price of \$25.74 (Twenty-five and 74/100 dollars) (the “Purchase Price”) and otherwise on the terms and subject to the conditions set forth in this Agreement.

On the date hereof, (a) the Seller shall deliver to the Company the original stock certificates Seller holds representing the Shares, (b) the Company shall pay Seller the Purchase Price by check or wire transfer, and (c) Seller shall no longer be entitled to any of the benefits of ownership of the Shares, including any voting rights relating thereto. The Seller’s signature on this Stock Purchase Agreement will serve as a stock power permitting transfer from the Seller to the Company.

2. Seller’s Representations and Warranties. Seller represents and warrants to the Company as follows:

(a) Ownership. Seller owns all right, title and interest (legal and beneficial) in and to the Shares free and clear of all liens, including, but not limited to, any lien, pledge, claim, security interest, encumbrance, mortgage, assessment, charge, restriction or limitation of any kind, whether arising by agreement, operation of law or otherwise, except for those imposed by applicable federal and state securities laws or imposed by agreement between Seller and the Company.

(b) No Restrictions. The Shares are not subject to any right of first refusal or right of co-sale that has not been duly and validly waived.

(c) Due Execution and Enforceability. Seller has the requisite power and authority to enter into and perform this Agreement and to consummate the transaction contemplated hereby and to deliver the Shares to the Company in accordance herewith. This Agreement has been duly executed and delivered by Seller, and assuming due authorization, execution and delivery by the Company, this Agreement constitutes Seller’s legal, valid and binding obligation, enforceable against Seller in accordance with its terms. The consummation of the transaction contemplated hereby will not conflict with or otherwise be in violation or breach of any organizational document of the Seller, any agreement or obligation to which Seller is a party or of any law, rule, regulation or court order applicable to Seller.

(d) No Consents. No consent, approval, order or authorization of, or registration, qualification, designation, declaration or filing with, any foreign, federal, state or local government authority or any other third party on Seller’s part is required in connection with the consummation of the transaction contemplated hereby.

(e) Litigation. There is no action, suit, proceeding or investigation pending or, to Seller's knowledge, currently threatened that questions the validity of this Agreement, or Seller's right to enter into this Agreement or to consummate the transaction contemplated hereby.

(f) Knowledge of the Company. Seller has had full and complete access to information concerning the Company, its financing, operations, business and prospects, and has received and reviewed copies of the Company's financial statements, and otherwise has received all necessary information from the Company in order to make an informed and voluntary decision to sell the Shares on the terms set forth herein. Seller's decision to sell the Shares on the terms set forth herein is not based on any representation or warranty, written or oral, except as expressly provided herein. Seller understands that the Shares may appreciate significantly in value in the future. Seller is a sophisticated investor, and has consulted with Seller's own financial, legal and tax advisors with respect to Seller's decision to enter into this Agreement.

3. The Company's Representations and Warranties. The Company represents and warrants to you as follows:

(a) Organization; Existence and Good Standing. The Company is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware.

(b) Due Execution and Enforceability. The Company has the requisite corporate power and authority to enter into and to perform this Agreement in accordance with its terms. This Agreement has been duly executed and delivered by the Company, and assuming due authorization, execution and delivery by Seller, this Agreement constitutes the legal, valid and binding obligation of the Company, enforceable against the Company in accordance with its terms. The consummation of the transaction contemplated hereby by the Company will not conflict with or otherwise be in violation or breach of the charter or by-laws of the Company, any agreement or obligation to which the Company is a party or any law, rule, regulation or court order applicable to the Company.

4. Entire Agreement. This Agreement is the entire agreement between the Company and Seller regarding the subject matter hereof, and all previous agreements, understandings, representations or promises between the parties regarding the Shares are superseded and void. This Agreement may be modified, and any provision may be waived, only by a written agreement signed by Seller and the Company.

5. Other Terms. In the event of any dispute, this Agreement will be construed as a whole, will be interpreted in accordance with its fair meaning, and will not be construed strictly for or against either you or the Company. The parties jointly participated in the preparation and review of this Agreement, and this Agreement shall not be interpreted or construed against either party as the drafter thereof.

The law of the Commonwealth of Massachusetts will govern any dispute about this Agreement, including any interpretation or enforcement of this Agreement (excluding any conflict of laws rule or principle which might refer such construction to the laws of another

jurisdiction). If for any reason any part of this Agreement shall be determined to be unenforceable, such provision shall be reformed and construed, and the remaining terms and conditions shall be enforced to the fullest extent possible. Each Party hereby (a) submits to the exclusive jurisdiction of the state and Federal courts sitting in the Commonwealth of Massachusetts with respect to all actions and proceedings arising out of or relating to this Agreement, (b) agrees that all claims with respect to any such action or proceeding may be heard and determined in such Massachusetts or Federal court, (c) waives the defense of an inconvenience forum, (d) consents to service of process upon such Party by mailing or delivering such service to such Party or its agent and authorize and direct and any all agents to accept such service, and (e) agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

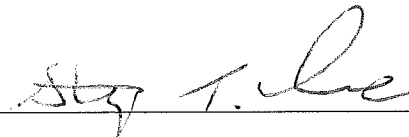
EACH PARTY HEREBY WAIVES ITS RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT OR THE SUBJECT MATTER HEREOF. THE SCOPE OF THIS WAIVER IS INTENDED TO BE ALL-ENCOMPASSING OF ANY AND ALL DISPUTES THAT MAY BE FILED IN ANY COURT AND THAT RELATE TO THE SUBJECT MATTER OF THIS TRANSACTION, INCLUDING, WITHOUT LIMITATION, CONTRACT CLAIMS, TORT CLAIMS (INCLUDING NEGLIGENCE), BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW AND STATUTORY CLAIMS. THIS SECTION HAS BEEN FULLY DISCUSSED BY EACH OF THE PARTIES HERETO AND THESE PROVISIONS WILL NOT BE SUBJECT TO ANY EXCEPTIONS. EACH PARTY HERETO HEREBY FURTHER WARRANTS AND REPRESENTS THAT SUCH PARTY HAS REVIEWED THIS WAIVER WITH ITS LEGAL COUNSEL, AND THAT SUCH PARTY KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL.

This Agreement 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. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, *e.g.*, www.docuSign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

[Signature Page to Follow]

IN WITNESS WHEREOF, each of the undersigned has executed and delivered this Stock Purchase Agreement as of the date first above written.

OnePIN, Inc.

By: 
CFO

SELLER:



Egan Managed Capital III, L.P.

By: Michael H. Shanahan

Title: Managing Partner

OnePIN, INC.

12/18/2017

Egan Managed Capital III, L.P.

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