GENERAL TERMS

FOR

CONFIDENTIAL PRIVATE PLACEMENT MEMORANDUM

OF

SERIES Y PREFERRED SHARES

OF

ORIGINCLEAR, INC.
A Nevada corporation

SUBSCRIPTION AGREEMENT

Subscription Agreement between OriginClear, Inc., a Nevada corporation with its principal place of business at 13575 58th Street N, Suite 200, Clearwater, Florida 33760 (the "**Company**"), and the purchaser identified on the signature page to this Agreement (the "**Subscriber**") and is being delivered to the Subscriber in connection with Subscriber 's investment in the Company (the sum of which is the "Investment"). The Company is conducting a private placement (the "**Offering**") for an amount of up to $300,000,000 of Units, each Unit consisting of (i) 1 share of the Company's Series Y Convertible Preferred Stock (the "**Series Y Preferred Shares**") with the right to receive distributions of a pro rata share[1] of 25% of the quarterly net profits, calculated according to US GAAP, after all costs and expenses are deducted, including allocations of intercompany expenses and any interest expenses, but before the deduction of income taxes, as adjusted by any Operating Distribution as defined below, and after the deduction of any cumulative past losses (the "Net Profits") of one of the Company's wholly-owned "Water On Demand" subsidiaries (each as identified and described on Annex A hereto a "**WOD Subsidiary**") designated by Subscriber on Page 14 below (the "Subsidiary"), having the rights set forth in the Certificate of Designation of Rights, Powers, Preferences, Privileges and Restrictions of the Series Y Convertible Preferred Stock of OriginClear, Inc. substantially in the form of Exhibit A to Annex C hereto (the "**Series Y Certificate of Designation**"), and (ii) Warrants (exercisable for cash or on a cashless basis) to purchase shares of common stock of the Company ("**Common Stock**") equaling 200% of the conversion rate as defined in the Certificate of Designation, with an exercise price of $0.25 per share and a term of five years from the date of issue, substantially in the form of Exhibit B to Annex C hereto (the "**Warrants**") at a purchase price of %%UNIT_PRICE%% per Unit (the Series Y Preferred Shares, the Warrants, and the shares of Common Stock issuable upon conversion of the Series Y Preferred Shares and upon exercise of the Warrants are referred to collectively herein as the "**Securities**").

Each of the Series Y Preferred Shares is convertible into shares of the Company's Common Stock at the rate set forth in Section 6(i) of the Series Y Certificate of Designation attached hereto as Exhibit A of Annex C. As an incentive for subscribers making larger investments and/or selecting certain WOD Subsidiaries, the rate will be increased (made more favorable) depending on the size of the investment and/or the WOD Subsidiary selected by the application of an Investment Tier Multiplier (as described in Section 6(i)(D) of the Series Y Certificate of Designation). Further, as an incentive for early subscribers of the Units, the Company may, at the Company's sole discretion, offer such earlier subscribers a rate that is higher (more favorable) than the rates offered to later Series Y subscribers by the application of an Investment Priority Multiplier (as described Section 6(i)(C) of the Series Y Certificate of Designation) according to the provisions of the Series Y Certificate of Designation. The conversion rate is also subject to a Conversion Price Lock. The Conversion Price Lock is initially set at $0.25; however, the Company may, at its sole discretion and at any times during the Offering, increase the Conversion Price Lock in any increments for subsequent Subscribers. Subscriber's Investment Tier Multiplier, Investment Priority Multiplier, and Conversion Price Lock are as follows:

Investment Tier Multiplier:	___1.0___
Investment Priority Multiplier:	___1.5___
Conversion Price Lock:	___$0.25___

1 Based on the number of shares of Series Y Preferred Stock held by the Subscriber as compared to each of the other Series Y shareholders also designating the Subsidiary.

As stated in the Certificate of Designation the number of validly issued, fully paid and non-assessable shares of Common Stock issuable upon conversion of each share of Preferred Stock pursuant to 6(a) shall be calculated by dividing that number that is the Original Issue Price of a share of Preferred Stock, multiplied by the product of (1) the number of shares of Preferred Stock being converted and (2) the product of the Investment Priority Multiplier (the "IPM," as defined below) and the Investment Tier Multiplier (the "ITM," as defined below), divided by the lesser of (1) the Closing Price of the Common Shares (as defined below) and (2) the Conversion Price Lock (as defined below) (the “Conversion Rate”). The Conversion Rate is represented by this equation:

$$\frac{\text{(Original Issue Price) x (Number of Preferred Shares being Converted) x (IPM x ITM)}}{\text{The lesser of the Closing Price and the Conversion Price Lock}}$$

Solely by way of illustration, in the event a Subscriber hereunder purchases the minimum % %UNIT_PRICE%% investment of 1 Unit (which minimum subscription amount the Company may reduce at its discretion), such Subscriber would receive 1 share of Series Y Preferred Stock. Assuming an IPM of 150%, an ITM of 1.0, and a Closing Price of $0.20, that share would convert into 750,000 common shares, 1,500,0000 Warrants, and a pro rata share of 25% of the Net Profits of the Company's Subsidiary designated by Subscriber on Page 13 below.

The Company may accept the transfer of title to property or assets in lieu of cash from Subscribers in the Offering, provided the value of such property or assets is established by an independent third-party appraisal and proof of ownership and marketability. In such event, it is the Company's intention to monetize any such property or assets through sale of such property or assets, or borrowing against such property or assets, with an appropriate discount against such appraised value based on the reasonable projected costs of selling or borrowing against any such property or assets.

The net proceeds of this Offering, after the payment of offering-related expenses (the “Expenses”), will be used to fund the operations of the Subsidiary. The Company may, at its discretion, cause the Subsidiary to distribute to the Company in one or more increments at any time up to half the amount so initially funded to the Subsidiary for the Company's discretionary use as operating capital (the “Operating Distribution”). In this event, the Company will total the Expenses and Operating Distribution against the Investment and adjust the Net Profits to maintain 25% of the Net Profits on the Investment. In addition, the Company may charge the Subsidiary ordinary and reasonable management, operating, service, maintenance and parts and consumables fees; and this shall not affect the percentage of Net Profits.

The Offering hereunder will terminate on the earlier of (i) December 31, 2022, or (ii) the sale of $300,000,000 of Units, subject however, to the right of the Company to increase, terminate or extend this Offering at any time in its discretion and the Company’s right to reject any subscription in whole or in part.

IMPORTANT INVESTOR NOTICES

NO OFFERING LITERATURE OR ADVERTISEMENT IN ANY FORM MAY BE RELIED UPON IN THE OFFERING OF THE UNITS EXCEPT FOR THIS SUBSCRIPTION AGREEMENT AND ANY SUPPLEMENTS HERETO (THE "AGREEMENT"), AND NO PERSON HAS BEEN AUTHORIZED TO MAKE ANY REPRESENTATIONS EXCEPT THOSE CONTAINED HEREIN.

THE UNITS HAVE NOT BEEN REGISTERED WITH OR APPROVED OR IS APPROVED BY THE UNITED STATES SECURITIES AND EXCHANGE COMMISSION (THE "SEC"), THE REGULATORY AUTHORITY OF ANY STATE OF THE UNITED STATES (ANY "STATE") OR THE REGULATORY AUTHORITY OF ANY OTHER COUNTRY, NOR HAS THE SEC OR ANY SUCH OTHER REGULATORY AUTHORITY PASSED UPON THE ACCURACY OR ADEQUACY OF THE AGREEMENT. ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL.

THE AGREEMENT DOES NOT CONSTITUTE AN OFFER TO SELL OR A SOLICITATION OF AN OFFER TO BUY THE UNITS AS TO ANY PERSON IN ANY JURISDICTION IN WHICH IT IS UNLAWFUL TO MAKE SUCH AN OFFER OR SOLICITATION. THIS OFFERING IS MADE AS A PRIVATE PLACEMENT PURSUANT TO SECTION 4(2) AND RULE 506(c) OF REGULATION D OF THE SECURITIES ACT OF 1933 (THE "ACT") TO PARTIES THAT ARE "ACCREDITED INVESTORS" AS DEFINED IN RULE 501(A) OF REGULATION D UNDER THE ACT.

THIS OFFERING IS BEING MADE IN RELIANCE ON AN EXEMPTION FROM REGISTRATION UNDER THE ACT AND CERTAIN STATE SECURITIES LAWS AS AN OFFER AND SALE OF SECURITIES NOT INVOLVING A PUBLIC OFFERING. NO ASSURANCE CAN BE GIVEN THAT A PUBLIC MARKET WILL EVER EXIST FOR THE SECURITIES. THE SECURITIES MAY NOT BE TRANSFERRED WITHOUT SATISFACTION OF CERTAIN CONDITIONS, INCLUDING REGISTRATION OR THE AVAILABILITY OF AN EXEMPTION UNDER THE SECURITIES ACT AND THE SECURITIES LAWS OF CERTAIN STATES. PROSPECTIVE INVESTORS SHOULD ASSUME THAT THEY MAY HAVE TO BEAR THE ECONOMIC RISK OF AN INVESTMENT IN THE SECURITIES FOR AN INDEFINITE PERIOD OF TIME.

THE UNITS ARE BEING OFFERED HEREBY WITHOUT REGISTRATION UNDER THE SECURITIES ACT BY REASON OF THE EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE ACT SET FORTH IN SECTION 4(2) THEREOF AND RULE 506 OF REGULATION D PROMULGATED THEREUNDER ("RULE 506"). RULE 506 SETS FORTH CERTAIN RESTRICTIONS AS TO THE NUMBER AND NATURE OF PURCHASERS OF SECURITIES OFFERED PURSUANT THERETO. WE HAVE ELECTED TO SELL UNITS ONLY TO ACCREDITED INVESTORS, AS SUCH TERM IS DEFINED IN RULE 501(A) OF REGULATION D. EACH PROSPECTIVE INVESTOR WILL BE REQUIRED TO MAKE REPRESENTATIONS AS TO THE BASIS UPON WHICH IT QUALIFIES AS AN ACCREDITED INVESTOR.

THE AGREEMENT IS NOT A PROSPECTUS OR AN ADVERTISEMENT, AND THE OFFERING IS NOT BEING MADE TO THE PUBLIC.

THIS OFFERING IS MADE IN RELIANCE UPON EXEMPTIONS FROM THE REGISTRATION REQUIREMENTS OF THE 1933 ACT. THE COMPANY WILL NOT BE OBLIGATED TO REGISTER THE UNITS UNDER THE SECURITIES ACT OR ANY FOREIGN SECURITIES LAWS IN THE FUTURE. THERE CURRENTLY IS NO PUBLIC OR OTHER MARKET FOR THE UNITS AND THE BOARD OF DIRECTORS DOES NOT EXPECT THAT ANY SUCH MARKET WILL DEVELOP. ALL OF THE UNITS, WHETHER ACQUIRED WITHIN THE UNITED STATES OR OUTSIDE THE UNITED STATES, WILL BE "RESTRICTED SECURITIES" WITHIN THE MEANING OF RULE 144 UNDER THE SECURITIES ACT AND THEREFORE MAY NOT BE TRANSFERRED BY A HOLDER THEREOF WITHIN THE UNITED STATES OR TO A "U.S. PERSON" UNLESS SUCH TRANSFER IS MADE PURSUANT TO REGISTRATION UNDER THE SECURITIES ACT, PURSUANT TO AN EXEMPTION THEREFROM. MOREOVER, THE UNITS MAY BE TRANSFERRED ONLY WITH THE CONSENT OF THE BOARD OF DIRECTORS AND THE SATISFACTION OF CERTAIN OTHER CONDITIONS. THE UNITS ARE SPECULATIVE AND PRESENT A HIGH DEGREE OF RISK. SEE "RISK FACTORS." INVESTORS MUST BE PREPARED TO BEAR SUCH RISK FOR AN INDEFINITE PERIOD OF TIME AND BE ABLE TO WITHSTAND A TOTAL LOSS OF THE AMOUNT INVESTED.

THE UNITS ARE BEING OFFERED SUBJECT TO VARIOUS CONDITIONS, INCLUDING: (I) WITHDRAWAL, CANCELLATION OR MODIFICATION OF THE OFFER WITHOUT NOTICE; (II) THE RIGHT OF THE BOARD OF DIRECTORS TO REJECT ANY SUBSCRIPTION FOR AN INTEREST, IN WHOLE OR IN PART, FOR ANY REASON; AND (III) THE APPROVAL OF CERTAIN MATTERS BY LEGAL COUNSEL. EACH PROSPECTIVE INVESTOR IS RESPONSIBLE FOR ITS OWN COSTS IN CONSIDERING AN INVESTMENT IN AN INTEREST. NEITHER THE BOARD OF DIRECTORS NOR THE COMPANY SHALL HAVE ANY LIABILITY TO A PROSPECTIVE INVESTOR WHOSE SUBSCRIPTION IS REJECTED OR PREEMPTED.

PROSPECTIVE INVESTORS ARE NOT TO CONSTRUE THE AGREEMENT AS INVESTMENT, LEGAL OR TAX ADVICE AND THE AGREEMENT IS NOT INTENDED TO PROVIDE THE SOLE BASIS FOR ANY EVALUATION OF AN INVESTMENT IN AN INTEREST. PRIOR TO ACQUIRING AN INTEREST, A PROSPECTIVE INVESTOR SHOULD CONSULT WITH ITS OWN LEGAL, INVESTMENT, TAX, ACCOUNTING AND OTHER ADVISORS TO DETERMINE THE POTENTIAL BENEFITS, BURDENS AND OTHER CONSEQUENCES OF SUCH INVESTMENT. IN PARTICULAR, IT IS THE RESPONSIBILITY OF EACH INVESTOR TO ENSURE THAT THE LEGAL AND REGULATORY REQUIREMENTS OF ANY RELEVANT JURISDICTION OUTSIDE THE UNITED STATES ARE SATISFIED IN CONNECTION WITH SUCH INVESTOR'S ACQUISITION OF AN INTEREST.

CERTAIN DOCUMENTS RELATING TO THE COMPANY WILL BE COMPLEX OR TECHNICAL IN NATURE, AND PROSPECTIVE INVESTORS MAY REQUIRE THE ASSISTANCE OF LEGAL COUNSEL TO PROPERLY ASSESS THE IMPLICATIONS OF THE TERMS AND CONDITIONS SET FORTH THEREIN. LEGAL COUNSEL TO THE COMPANY AND THE BOARD OF DIRECTORS WILL REPRESENT THE UNITS SOLELY OF THE COMPANY AND THE BOARD OF DIRECTORS. NO LEGAL COUNSEL HAS BEEN ENGAGED BY THE COMPANY OR THE BOARD OF DIRECTORS TO REPRESENT THE UNITS OF PROSPECTIVE INVESTORS. EACH PROSPECTIVE INVESTOR IS URGED TO ENGAGE AND CONSULT

WITH ITS OWN LEGAL COUNSEL IN REVIEWING DOCUMENTS RELATING TO THE COMPANY.

EXCEPT WHERE OTHERWISE SPECIFICALLY INDICATED, THE AGREEMENT SPEAKS AS OF THE DATE HEREOF. NEITHER THE SUBSEQUENT DELIVERY OF THE AGREEMENT NOR ANY SALE OF UNITS SHALL BE DEEMED A REPRESENTATION THAT THERE HAS BEEN NO CHANGE IN THE AFFAIRS, PROSPECTS OR ATTRIBUTES OF THE COMPANY SINCE THE DATE HEREOF.

THE AGREEMENT SUPERSEDES ALL PRIOR VERSIONS. FROM AND AFTER THE DATE OF THE AGREEMENT, PRIOR VERSIONS OF THE AGREEMENT MAY NOT BE RELIED UPON.

NOTHING CONTAINED HEREIN IS, OR SHOULD BE RELIED UPON AS, A PROMISE OR REPRESENTATION AS TO THE FUTURE PERFORMANCE OF THE COMPANY OR ITS ASSETS. STATEMENTS, ESTIMATES AND PROJECTIONS WITH RESPECT TO SUCH FUTURE PERFORMANCE SET FORTH IN THE AGREEMENT ARE BASED UPON ASSUMPTIONS MADE BY THE BOARD OF DIRECTORS WHICH MAY OR MAY NOT PROVE TO BE CORRECT. NO REPRESENTATION IS MADE AS TO THE ACCURACY OF SUCH STATEMENTS, ESTIMATES AND PROJECTIONS.

CERTAIN OF THE FACTUAL STATEMENTS MADE IN THE AGREEMENT ARE BASED UPON INFORMATION FROM VARIOUS SOURCES BELIEVED BY THE BOARD OF DIRECTORS TO BE RELIABLE. THE BOARD OF DIRECTORS AND THE COMPANY HAVE NOT INDEPENDENTLY VERIFIED ANY OF SUCH INFORMATION AND SHALL HAVE NO LIABILITY ASSOCIATED WITH THE INACCURACY OR INADEQUACY THEREOF.

EACH INVESTOR THAT ACQUIRES AN INTEREST WILL BECOME SUBJECT TO THE OPERATING AGREEMENT. IN THE EVENT ANY TERMS OR PROVISIONS OF SUCH OPERATING AGREEMENT CONFLICT WITH THE INFORMATION CONTAINED IN THE AGREEMENT, THE TERMS OF THE OPERATING AGREEMENT SHALL CONTROL.

SEE ANNEX D DESCRIPTION OF CERTAIN RISK FACTORS ASSOCIATED WITH AN INVESTMENT IN THE SERIES.

THIS INVESTMENT INVOLVES A HIGH DEGREE OF RISK. THIS INVESTMENT IS SUITABLE ONLY FOR PERSONS WHO CAN BEAR THE ECONOMIC RISK FOR AN INDEFINITE PERIOD OF TIME AND WHO CAN AFFORD TO LOSE THEIR ENTIRE INVESTMENT. FURTHERMORE, INVESTORS MUST UNDERSTAND THAT SUCH INVESTMENT IS ILLIQUID AND IS EXPECTED TO CONTINUE TO BE ILLIQUID FOR AN INDEFINITE PERIOD OF TIME. NO PUBLIC MARKET EXISTS FOR THE SECURITIES, AND NO PUBLIC MARKET IS EXPECTED TO DEVELOP FOLLOWING THIS OFFERING.

THIS AGREEMENT DOES NOT PURPORT TO BE ALL-INCLUSIVE OR TO CONTAIN ALL OF THE INFORMATION THAT YOU MAY DESIRE IN EVALUATING THE COMPANY, OR AN INVESTMENT IN THE OFFERING. THIS AGREEMENT DOES NOT CONTAIN ALL OF THE INFORMATION THAT WOULD NORMALLY APPEAR IN A PROSPECTUS FOR AN OFFERING REGISTERED UNDER THE SECURITIES ACT. YOU MUST CONDUCT AND RELY ON YOUR OWN EVALUATION OF THE COMPANY AND THE TERMS OF THE OFFERING, INCLUDING THE MERITS AND RISKS INVOLVED, IN DECIDING WHETHER TO INVEST IN THE OFFERING.

THIS AGREEMENT DOES NOT CONSTITUTE AN OFFER OR SOLICITATION OF AN OFFER TO ANY PERSON OR IN ANY JURISDICTION WHERE SUCH OFFER OR SOLICITATION IS UNLAWFUL OR NOT AUTHORIZED. EACH PERSON WHO ACCEPTS DELIVERY OF THIS AGREEMENT AGREES TO RETURN IT AND ALL RELATED DOCUMENTS IF SUCH PERSON DOES NOT PURCHASE ANY OF THE UNITS DESCRIBED HEREIN.

NEITHER THE DELIVERY OF THIS AGREEMENT AT ANY TIME NOR ANY SALE OF UNITS HEREUNDER SHALL IMPLY THAT INFORMATION CONTAINED HEREIN IS CORRECT AS OF ANY TIME SUBSEQUENT TO ITS DATE. THE COMPANY WILL EXTEND TO EACH PROSPECTIVE INVESTOR (AND TO ITS REPRESENTATIVE, ACCOUNTANT OR LEGAL COUNSEL, IF ANY) THE OPPORTUNITY, PRIOR TO ITS PURCHASE OF UNITS, TO ASK QUESTIONS OF AND RECEIVE ANSWERS FROM THE COMPANY CONCERNING THE OFFERING AND TO OBTAIN ADDITIONAL INFORMATION, TO THE EXTENT THE COMPANY POSSESSES THE SAME OR CAN ACQUIRE IT WITHOUT UNREASONABLE EFFORT OR EXPENSE, IN ORDER TO VERIFY THE ACCURACY OF THE INFORMATION SET FORTH HEREIN. ALL SUCH ADDITIONAL INFORMATION SHALL ONLY BE PROVIDED IN WRITING AND IDENTIFIED AS SUCH BY THE COMPANY THROUGH ITS DULY AUTHORIZED OFFICERS AND/OR DIRECTORS ALONE; NO ORAL INFORMATION OR INFORMATION PROVIDED BY ANY BROKER OR THIRD PARTY MAY BE RELIED UPON.

NO REPRESENTATIONS, WARRANTIES OR ASSURANCES OF ANY KIND ARE MADE OR SHOULD BE INFERRED WITH RESPECT TO THE ECONOMIC RETURN, IF ANY, THAT MAY ACCRUE TO AN INVESTOR IN THE COMPANY.

THIS AGREEMENT CONTAINS FORWARD-LOOKING STATEMENTS REGARDING THE COMPANY'S PERFORMANCE, STRATEGY, PLANS, OBJECTIVES, EXPECTATIONS, BELIEFS AND INTENTIONS. THE OUTCOME OF THE EVENTS DESCRIBED IN THESE FORWARD-LOOKING STATEMENTS IS SUBJECT TO SUBSTANTIAL RISKS, AND ACTUAL RESULTS COULD DIFFER MATERIALLY.

THE OFFERING PRICE OF THE UNITS HAS BEEN DETERMINED ARBITRARILY. THE PRICE OF THE UNITS DOES NOT NECESSARILY BEAR ANY RELATIONSHIP TO THE ASSETS, EARNINGS OR BOOK VALUE OF THE COMPANY, OR TO POTENTIAL ASSETS, EARNINGS, OR BOOK VALUE OF THE COMPANY. THERE IS NO PUBLIC MARKET FOR THE COMPANY'S SERIES Y PREFERRED STOCK OR WARRANTS AND A LIMITED MARKET IN THE COMPANY'S COMMON STOCK AND THERE CAN BE NO ASSURANCE THAT AN ACTIVE TRADING MARKET IN ANY OF THE COMPANY'S SECURITIES WILL DEVELOP OR BE MAINTAINED. THE PRICE OF SHARES OF COMMON STOCK QUOTED ON THE OTC MARKETS OR TRADED ON ANY EXCHANGE MAY BE IMPACTED BY A LACK OF LIQUIDITY OR AVAILABILITY OF SUCH SHARES FOR PUBLIC SALE AND ALSO WILL NOT

NECESSARILY BEAR ANY RELATIONSHIP TO THE ASSETS, EARNINGS, BOOK VALUE OR POTENTIAL PROSPECTS OF THE COMPANY. SUCH PRICES SHOULD NOT BE CONSIDERED ACCURATE INDICATORS OF FUTURE QUOTED OR TRADING PRICES THAT MAY SUBSEQUENTLY EXIST FOLLOWING THIS OFFERING.

THE COMPANY RESERVES THE RIGHT, IN ITS SOLE DISCRETION, TO REJECT ANY SUBSCRIPTION IN WHOLE OR IN PART FOR ANY REASON OR FOR NO REASON. THE COMPANY IS NOT OBLIGATED TO NOTIFY RECIPIENTS OF THIS AGREEMENT WHETHER ALL OF THE UNITS OFFERED HEREBY HAVE BEEN SOLD.

FOR RESIDENTS OF ALL STATES

THIS OFFERING IS BEING MADE SOLELY TO "ACCREDITED INVESTORS" (IN THE UNITED STATES), AS SUCH TERM IS DEFINED IN RULE 501 OF REGULATION D UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "**SECURITIES ACT**"). THE SECURITIES OFFERED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OR THE SECURITIES LAWS OF ANY STATE AND WILL BE OFFERED AND SOLD IN RELIANCE UPON THE EXEMPTION FROM REGISTRATION AFFORDED BY SECTION 4(a)(2) THEREUNDER AND REGULATION D (RULE 506) OF THE SECURITIES ACT AND CORRESPONDING PROVISIONS OF STATE SECURITIES LAWS.

THE SECURITIES OFFERED HEREBY ARE SUBJECT TO RESTRICTION ON TRANSFERABILITY AND RESALE AND MAY NOT BE TRANSFERRED OR RESOLD EXCEPT AS PERMITTED UNDER THE SECURITIES ACT AND APPLICABLE STATE LAWS, PURSUANT TO REGISTRATION OR EXEMPTION THEREFROM. INVESTORS SHOULD BE AWARE THAT THEY WILL BE REQUIRED TO BEAR THE FINANCIAL RISKS OF THIS INVESTMENT FOR AN INDEFINITE PERIOD OF TIME.

THE SECURITIES OFFERED HEREBY HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE UNITED STATES SECURITIES AND EXCHANGE COMMISSION ("**SEC**"), ANY STATE SECURITIES COMMISSION OR ANY OTHER REGULATORY AUTHORITY, NOR HAVE ANY OF THE FOREGOING AUTHORITIES PASSED UPON OR ENDORSED THE MERITS OF THIS OFFERING OR THE ACCURACY OR ADEQUACY OF THIS AGREEMENT. ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL.

PROSPECTIVE INVESTORS SHOULD NOT CONSTRUE THE CONTENTS OF THIS AGREEMENT AS INVESTMENT, LEGAL, BUSINESS, OR TAX ADVICE. EACH INVESTOR SHOULD CONTACT HIS, HER OR ITS OWN ADVISORS REGARDING THE APPROPRIATENESS OF THIS INVESTMENT AND THE TAX CONSEQUENCES THEREOF, WHICH MAY DIFFER DEPENDING ON AN INVESTOR'S PARTICULAR FINANCIAL SITUATION. IN NO EVENT SHOULD THIS AGREEMENT BE DEEMED OR CONSIDERED TO BE TAX ADVICE PROVIDED BY THE COMPANY.

FOR FLORIDA RESIDENTS ONLY

THE SECURITIES REFERRED TO HEREIN WILL BE SOLD TO, AND ACQUIRED BY, THE HOLDER IN A TRANSACTION EXEMPT UNDER § 517.061 OF THE FLORIDA SECURITIES ACT. THE SECURITIES HAVE NOT BEEN REGISTERED UNDER SAID ACT IN THE STATE OF FLORIDA. IN ADDITION, ALL FLORIDA RESIDENTS SHALL HAVE THE PRIVILEGE OF

VOIDING THE PURCHASE WITHIN THREE (3) DAYS AFTER THE FIRST TENDER OF CONSIDERATION IS MADE BY SUCH SUBSCRIBER TO THE COMPANY, AN AGENT OF THE COMPANY, OR WITHIN THREE DAYS AFTER THE AVAILABILITY OF THAT PRIVILEGE IS COMMUNICATED TO SUCH SUBSCRIBER, WHICHEVER OCCURS LATER.

1. SUBSCRIPTION AND AGGREGRATE PURCHASE PRICE

(a) Subscription. Subject to the conditions set forth in Section 2 hereof, the Subscriber hereby subscribes for and agrees to purchase the number of Units indicated on the Subscriber's signature pages hereof on the terms and conditions described herein.

(b) Purchase of Units. The Subscriber understands and acknowledges that the purchase price to be remitted to the Company in exchange for the Units shall be set at %%UNIT_PRICE% % per Unit, for an aggregate purchase price as set forth on the signature page hereof (the "**Aggregate Purchase Price**"). While the minimum purchase price for investment in the Units is $100,000, the Company shall have the discretion of accepting Subscription Agreements at any time for purchases of less than $100,000. The Subscriber shall concurrently with delivery of this Agreement to the Company pay the Aggregate Purchase Price for the Units subscribed for hereunder, payable in United States Dollars, by wire transfer of immediately available funds to the Company in accordance with the wire instructions provided on Annex B, or by remitting a check using the Company's Federal Express account and address which are also provided on Annex B. The Subscriber understands and agrees that, subject to Section 2 and applicable laws, by executing this Agreement, it is entering into a binding agreement.

2. ACCEPTANCE, OFFERING TERM AND CLOSING PROCEDURES

(a) Acceptance or Rejection. Subject to full, faithful and punctual performance and discharge by the Company of all of its duties, obligations and responsibilities as set forth in this Agreement and any other agreement entered into between the Subscriber and the Company relating to this subscription (collectively, the "**Transaction Documents**"), the Subscriber shall be legally bound to purchase the Units pursuant to the terms and conditions set forth in this Agreement. For the avoidance of doubt, upon the occurrence of the failure by the Company to fully, faithfully and punctually perform and discharge any of its duties, obligations and responsibilities as set forth in any of the Transaction Documents, which shall have been performed or otherwise discharged prior to the Closing, the Subscriber may, on or prior to the Closing (as defined below), at its sole and absolute discretion, elect not to purchase the Units and provide instructions to the Company to receive the full and immediate refund of the Aggregate Purchase Price. The Subscriber understands and agrees that the Company reserves the right to reject this subscription for Units in whole or part in any order at any time prior to the Closing for any reason or for no reason, notwithstanding the Subscriber's prior receipt of notice of acceptance of the Subscriber's subscription. In the event the Closing does not take place for any reason or no reason (including, without limitation, because the Company has terminated the Offering, which the Company may do at any time in its discretion), this Agreement and any other Transaction Documents shall thereafter be terminated and have no force or effect, and the parties shall take all steps, to ensure that the Aggregate Purchase Price shall promptly be returned or caused to be returned to the Subscriber without interest thereon or deduction therefrom.

(b) Closing. The closing of the purchase and sale of the Units hereunder (the "**Closing**") shall take place at the offices of the Company or such other place as determined by the Company and may take place in one of more closings. Closings shall take place on a Business Day promptly following the satisfaction of the conditions set forth in Section 5 below, as determined by the Company (the "**Closing Date**"). "**Business Day**" shall mean from the hours of 9:00 a.m. (Eastern Time) through 5:00 p.m. (Eastern Time) of a day other than a Saturday, Sunday or other day on which commercial banks in New York, New York are authorized or required to be closed. The Series Y Preferred Shares and Warrants comprising the Units purchased by the Subscriber will be delivered by the Company within 15 Business Days following the Closing Date.

(c) Following Acceptance or Rejection. The Subscriber acknowledges and agrees that this Agreement and any other documents delivered in connection herewith will be held by the Company. In the event that this Agreement is not accepted by the Company for whatever reason, which the Company expressly reserves the right to do, this Agreement, the Aggregate Purchase Price received (without interest thereon) and any other documents delivered in connection herewith will be returned to the Subscriber at the address of the Subscriber as set forth in this Agreement. If this Agreement is accepted by the Company, the Company is entitled to treat the Aggregate Purchase Price received as an interest free loan to the Company until such time as the Subscription is accepted.

3. THE SUBSCRIBER'S REPRESENTATIONS, WARRANTIES AND COVENANTS

The Subscriber hereby acknowledges, agrees with and represents, warrants and covenants to the Company, as follows:

(a) The Subscriber has full power and authority to enter into this Agreement, the execution and delivery of which has been duly authorized by all the necessary corporate actions, and no other acts or proceedings on the part of the Subscriber are necessary to authorize the execution, delivery or performance by the Subscriber of this Agreement, if applicable, and this Agreement constitutes a valid and legally binding obligation of the Subscriber, except as may be limited by bankruptcy, reorganization, insolvency, moratorium and similar laws of general application relating to or affecting the enforcement of rights of creditors, and except as enforceability of the obligations hereunder are subject to general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or law).

(b) The Subscriber acknowledges its understanding that the Offering and sale of the Securities is intended to be exempt from registration under the Securities Act of 1933, as amended (the "**Securities Act**"), by virtue of Section 4(a)(2) of the Securities Act and the provisions of Regulation D promulgated thereunder ("**Regulation D**"). In furtherance thereof, the Subscriber represents and warrants to the Company and its affiliates as follows:

(i) The Subscriber realizes that the basis for the exemption from registration may not be available if, notwithstanding the Subscriber's representations contained herein, the Subscriber is merely acquiring the Securities for a fixed or determinable period in the future, or for a market rise, or for sale if the market does not rise. The Subscriber does not have any such intention.

(ii) The Subscriber realizes that the basis for exemption would not be available if the Offering is part of a plan or scheme to evade registration provisions of the Securities Act or any applicable state or federal securities laws.

(iii) The Subscriber is acquiring the Securities solely for investment purposes, and not with a view towards, or resale in connection with, any distribution of the Securities

(iv) The Subscriber has the financial ability to bear the economic risk of the Subscriber's investment, has adequate means for providing for its current needs and contingencies, and has no need for liquidity with respect to an investment in the Company.

(v) The Subscriber and the Subscriber's attorney, accountant, purchaser representative and/or tax advisor, if any (collectively, the "**Advisors**") has such knowledge and experience in financial and business matters as to be capable of evaluating the merits and risks of a prospective investment in the Securities. If other than an individual, the Subscriber also represents it has

not been organized solely for the purpose of acquiring the Securities.

(vi) The Subscriber has carefully reviewed and understands this Agreement in its entirety, including without limitation all Exhibits hereto (including the Series Y Certificate of Designation, the form of Warrant, and the Security Agreement, included in Annex C) and including the Risk Factors set forth in Annex D. Without limiting the generality of the foregoing, the Subscriber is aware that, pursuant to the Series Y Certificate of Designation, upon conversion of shares of Series Y Preferred Stock, a Subscriber that holds securities of the Company that such Subscriber purchased in certain prior offerings of the Company will be entitled to Make-Good Shares (as defined therein), subject to the terms and conditions set forth therein, that a Subscriber that does not hold such securities purchased in such prior offerings of the Company will not be entitled to.

(vii) The Subscriber (together with its Advisors, if any) has received all documents requested by the Subscriber or its agents (including that which is attached hereto forming **Annex A, Annex B, and Annex C**), has carefully reviewed them and understands the information contained therein, prior to the execution of this Agreement.

(c) The Subscriber is not relying on the Company or any of its employees, agents, sub-agents or advisors with respect to the legal, tax, economic and related considerations involved in this investment. The Subscriber has relied on the advice of, or has consulted with, only its Advisors.

(d) The Subscriber has carefully considered the potential risks relating to the Company and a purchase of the Securities, and fully understands that the Securities are a speculative investment that involves a **high degree** of risk of loss of the Subscriber's entire investment. Among other things, the Subscriber has carefully considered each of the risks as described on **Annex D**, attached hereto.

(e) The Subscriber will not sell or otherwise transfer any Securities without registration under the Securities Act or an exemption therefrom, and fully understands and agrees that the Subscriber must bear the economic risk of its purchase because, among other reasons, the Securities have not been registered under the Securities Act or under the securities laws of any state and, therefore, cannot be resold, pledged, assigned or otherwise disposed of unless they are subsequently registered under the Securities Act and under the applicable securities laws of such states, or an exemption from such registration is available. In particular, the Subscriber is aware that the Securities are "restricted securities," as such term is defined in Rule 144 promulgated under the Securities Act ("**Rule 144**"), and they may not be sold pursuant to Rule 144 unless all of the conditions of Rule 144 are met. The Subscriber understands that any sales or transfers of the Securities are further restricted by state securities laws.

(f) No oral or written representations or warranties have been made, or information furnished, to the Subscriber or its Advisors, if any, by the Company or any of its officers, employees, agents, sub-agents, affiliates, advisors or subsidiaries in connection with the Offering, other than any representations of the Company contained herein, and in subscribing for the Units, the Subscriber is not relying upon any representations other than those contained herein.

(g) The Subscriber's overall commitment to investments that are not readily marketable is not disproportionate to the Subscriber's net worth, and an investment in the Securities will not cause such overall commitment to become excessive.

(h) The Subscriber understands and agrees that the certificates for the Securities shall

bear substantially the following legend until (i) such Securities shall have been registered under the Securities Act and effectively disposed of in accordance with a registration statement that has been declared effective or (ii) in the opinion of counsel acceptable to the Company, such Securities may be sold without registration under the Securities Act, as well as any applicable "blue sky" or state securities laws:

> "THE SHARES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR ANY APPLICABLE STATE SECURITIES LAWS. SUCH SHARES HAVE BEEN ACQUIRED FOR INVESTMENT PURPOSES AND MAY NOT BE OFFERED FOR SALE, SOLD, DELIVERED AFTER SALE, TRANSFERRED, PLEDGED OR HYPOTHECATED IN THE ABSENCE OF AN EFFECTIVE REGISTRATION STATEMENT FILED BY THE ISSUER WITH THE U.S. SECURITIES AND EXCHANGE COMMISSION COVERING SUCH SHARES UNDER THE SECURITIES ACT OR AN OPINION OF COUNSEL THAT SUCH REGISTRATION IS NOT REQUIRED.

(i) Neither the SEC nor any state securities commission has approved the Securities or passed upon or endorsed the merits of the Offering. There is no government or other insurance covering any of the Securities.

(j) The Subscriber and its Advisors, if any, have had a reasonable opportunity to ask questions of and receive answers from a person or persons acting on behalf of the Company concerning the Offering, the Securities, and the business, financial condition, results of operations and prospects of the Company, and all such questions have been answered to the full satisfaction of the Subscriber and its Advisors, if any.

(k) In making the decision to invest in the Securities the Subscriber has relied solely upon the information provided by the Company in the Transaction Documents. To the extent necessary, the Subscriber has retained, at its own expense, and relied upon appropriate professional advice regarding the investment, tax and legal merits and consequences of this Agreement and the purchase of the Securities hereunder. The Subscriber disclaims reliance on any statements made or information provided by any person or entity in the course of Subscriber's consideration of an investment in the Securities other than the Transaction Documents.

(l) The Subscriber has taken no action that would give rise to any claim by any person for brokerage commissions, finders' fees or the like relating to this Agreement or the transactions contemplated hereby.

(m) The Subscriber is not relying on the Company or any of its employees, agents, or advisors with respect to the legal, tax, economic and related considerations of an investment in the Securities, and the Subscriber has relied on the advice of, or has consulted with, only its own Advisors.

(n) The Subscriber acknowledges that any estimates or forward-looking statements or projections furnished by the Company to the Subscriber were prepared by the management of the Company in good faith, but that the attainment of any such projections, estimates or forward-looking statements cannot be guaranteed by the Company or its management and should not be relied upon.

(o) No oral or written representations have been made, or oral or written information furnished, to the Subscriber or its Advisors, if any, in connection with the Offering that are in any way inconsistent with the information contained herein.

(p) (For ERISA plans only) The fiduciary of the ERISA plan (the "**Plan**") represents that such fiduciary has been informed of and understands the Company's investment objectives, policies and strategies, and that the decision to invest "plan assets" (as such term is defined in ERISA) in the Company is consistent with the provisions of ERISA that require diversification of plan assets and impose other fiduciary responsibilities. The Subscriber or Plan fiduciary (i) is responsible for the decision to invest in the Company; (ii) is independent of the Company and any of its affiliates; (iii) is qualified to make such investment decision; and (iv) in making such decision, the Subscriber or Plan fiduciary has not relied primarily on any advice or recommendation of the Company or any of its affiliates.

(q) This Agreement is not enforceable by the Subscriber unless it has been accepted by the Company, and the Subscriber acknowledges and agrees that the Company reserves the right to reject any subscription for any reason or for no reason.

(r) The Subscriber will indemnify and hold harmless the Company and, where applicable, its directors, officers, employees, agents, advisors, affiliates and shareholders, and each other person, if any, who controls any of the foregoing from and against any and all loss, liability, claim, damage and expense whatsoever (including, but not limited to, any and all fees, costs and expenses whatsoever reasonably incurred in investigating, preparing or defending against any claim, lawsuit, administrative proceeding or investigation whether commenced or threatened) (a "**Loss**") arising out of or based upon any representation or warranty of the Subscriber contained herein or in any document furnished by the Subscriber to the Company in connection herewith being untrue in any material respect or any breach or failure by the Subscriber to comply with any covenant or agreement made by the Subscriber herein or therein.

(s) Subscriber represents and warrants that Subscriber is, and on each date on which the Subscriber acquires restricted Securities will be, (i) an "Accredited Investor" as defined in Rule 501(a) under the Securities Act (in general, an "Accredited Investor" is deemed to be an institution with assets in excess of $5,000,000 or individuals with a net worth in excess of $1,000,000 (excluding such person's principal residence) or annual income exceeding $200,000 or $300,000 jointly with his or her spouse and/or (ii) if the Subscriber is not a resident of the United States.

(t) The Subscriber, either alone or together with its representatives, has such knowledge, sophistication and experience in business and financial matters so as to be capable of evaluating the merits and risks of the Offering, and has so evaluated the merits and risks of such investment. The Subscriber has not authorized any person or entity to act as its Purchaser Representative (as that term is defined in Regulation D of the General Rules and Regulations under the Securities Act) in connection with the Offering. The Subscriber is able to bear the economic risk of an investment in the Securities and, at the present time, is able to afford a complete loss of such investment.

(u) The Subscriber has reviewed, or had an opportunity to review, the Company's most recent Annual Report on Form 10-K filed with the SEC as well as all of the Company's filings with the SEC since January 1, 2021 (the "SEC Filings"), all of which are deemed incorporated herein by reference, including, without limitation, all "Risk Factors" and "Forward Looking Statements" disclaimers contained in the SEC Filings.

4. THE COMPANY'S REPRESENTATIONS, WARRANTIES AND COVENANTS

The Company hereby acknowledges, agrees with and represents, warrants and covenants to the

Subscriber, as follows:

(a) The Company is a corporation, validly existing and in good standing under the laws of Nevada, with the requisite power and authority to own and use its properties and assets and to carry on its business as currently conducted.

(b) The Company has the requisite corporate power and authority to enter into and to consummate the transactions contemplated by this Agreement and otherwise to carry out its obligations hereunder. The execution and delivery of this Agreement by the Company and the consummation by it of the transactions contemplated hereby and thereby have been duly authorized by all necessary action on the part of the Company.

(c) The execution, delivery and performance by the Company of this Agreement, the issuance and sale of the Securities and the consummation by it of the transactions contemplated hereby party do not and will not conflict with or violate any provision of the Company's articles of incorporation or other organizational or charter documents.

5. CONDITIONS TO ACCEPTANCE OF SUBSCRIPTION

The Company's right to accept the subscription of the Subscriber is conditioned upon satisfaction of the following conditions precedent on or before the date the Company accepts such subscription:

(a) As of the Closing, no legal action, suit or proceeding shall be pending that seeks to restrain or prohibit the transactions contemplated by this Agreement.

(b) The representations and warranties of the Company contained in this Agreement shall have been true and correct in all material respects on the date of this Agreement and shall be true and correct in all material respects as of the Closing as if made on the Closing Date (except for any such representations and warranties which are as of a different specific date).

6. MISCELLANEOUS PROVISIONS

(a) No inference shall be drawn in favor of or against any party by virtue of the fact that such party's counsel was or was not the principal draftsman of this Agreement.

(b) Each of the parties hereto shall be responsible to pay the costs and expenses of its own legal counsel in connection with the preparation and review of this Agreement and related documentation.

(c) 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 waiver, modification, discharge or termination is sought.

(d) The representations, warranties and agreement of the Subscriber and the Company made in this Agreement shall survive the execution and delivery of this Agreement and the delivery of the Securities.

(e) Any party may send any notice, request, demand, claim or other communication hereunder to the Subscriber at the address set forth on the signature page of this Agreement or to the Company at its primary office (including personal delivery, expedited courier, messenger service, fax, ordinary mail or electronic mail), but no such notice, request, demand, claim or other communication

will be deemed to have been duly given unless and until it actually is received by the intended recipient. Any party may change the address to which notices, requests, demands, claims and other communications hereunder are to be delivered by giving the other parties written notice in the manner herein set forth.

(f) Except as otherwise provided herein, this Agreement shall be binding upon, and inure to the benefit of, the parties to this Agreement and their heirs, executors, administrators, successors, legal representatives and assigns. If the Subscriber is more than one person or entity, the obligation of the Subscriber shall be joint and several and the agreements, representations, warranties and acknowledgments contained herein shall be deemed to be made by, and be binding upon, each such person or entity and its heirs, executors, administrators, successors, legal representatives and assigns. This Agreement sets forth the entire agreement and understanding between the parties as to the subject matter hereof and merges and supersedes all prior discussions, agreements and understandings of any and every nature among them.

(g) This Agreement is not transferable or assignable by the Subscriber.

(h) Except as otherwise provided herein, this Agreement shall not be changed, modified or amended except by a writing signed by both (a) the Company and (b) the Subscribers.

(i) This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without giving effect to conflicts of law principles.

(j) The Company and the Subscriber hereby agree that any dispute that may arise between them arising out of or in connection with this Agreement shall be adjudicated before a court located in New York County, New York, and they hereby submit to the exclusive jurisdiction of the federal and state courts of the State of New York located in New York County with respect to any action or legal proceeding commenced by any party, and irrevocably waive any objection they now or hereafter may have respecting the venue of any such action or proceeding brought in such a court or respecting the fact that such court is an inconvenient forum, relating to or arising out of this Agreement or any acts or omissions relating to the sale of the Securities hereunder, and consent to the service of process in any such action or legal proceeding by means of registered or certified mail, return receipt requested, postage prepaid, in care of the address set forth herein or such other address as either party shall furnish in writing to the other.

(k) WAIVER OF JURY TRIAL. IN ANY ACTION, SUIT, OR PROCEEDING IN ANY JURISDICTION BROUGHT BY ANY PARTY AGAINST ANY OTHER PARTY, THE PARTIES EACH KNOWINGLY AND INTENTIONALLY, TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW, HEREBY ABSOLUTELY, UNCONDITIONALLY, IRREVOCABLY AND EXPRESSLY WAIVES FOREVER TRIAL BY JURY.

(l) 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.

7. **LEAK OUT**.

The Subscriber hereby agrees that, for a period commencing on the date of this Agreement, and expiring on the date that the Subscriber does not beneficially own any Securities (the "Restricted Period"), Subscriber will not sell, dispose or otherwise transfer, directly or indirectly, (including, without limitation, any sales, short sales, swaps or any derivative transactions that would be equivalent to any sales or short positions) in any 90 day period more than 1% of the total outstanding shares of Common

Stock of the Company as of the end of such 90 day period. The Subscriber agrees that the Company may have stop transfer instructions placed with the Company's transfer agent against transfer of shares held by Subscriber except in compliance with this Section 7. The Company may waive the limitations set forth in this Section 7 at any time in its sole discretion.

[Signature Pages Follow]

SUBSCRIBER MUST COMPLETE THIS PAGE

IN WITNESS WHEREOF, the Subscriber has executed this Agreement on %%TODAY%%

%%UNIT_COUNT%% Series Y Shares subscribed for = $ %%AMOUNT%%
Aggregate Purchase Price

OriginClear Water On Demand Subsidiary (each a "WOD Subsidiary") Designated to Subscriber for pro rata and pari passu distribution of 25% of the Net Profits (as selected from the WOD Subsidiaries identified and described on Annex A hereto):

_____WOD #4_____

%%INVESTOR_NAME%%

%%SUBSCRIBER_DETAILS%%

%%INVESTOR_TYPE%%

%%TODAY%%

%%INVESTOR_SIGNATURES%%

ACCEPTED on %%EXECUTION_TIME_LEGAL%%, on behalf of the Company.

ORIGINCLEAR, INC.

By: %%ISSUER_SIGNATURE%%

Name: T. Riggs Eckelberry

Title: Chief Executive Officer

ANNEX A

DESCRIPTION OF WATER ON DEMAND SUBSIDIARIES AVAILABLE FOR CHOICE BY SUBSCRIBER

Water On Demand 1 ("**WOD 1**"):

- Nevada Filing: Water On Demand #1, Inc.
- Nevada For Profit Corporation Filed: March 17, 2021
- Nevada Entity ID: E13154102021-6
- 10,000 Shares Authorized

Water On Demand 2 ("**WOD 2**"):

- Nevada Filing: Water On Demand #2, Inc.
- Nevada For Profit Corporation Filed: November 10, 2021
- Nevada Entity ID: 87-3553051
- 10,000 Shares Authorized

Water On Demand 3 ("**WOD 3**"):

- Nevada Filing: Water On Demand #3, Inc.
- Nevada For Profit Corporation Filed: November 10, 2021
- Nevada Entity ID: 87-3573322
- 10,000 Shares Authorized

Water On Demand 4 ("**WOD 4**"):

- Nevada Filing: Water On Demand #4, Inc.
- Nevada For Profit Corporation Filed: November 19, 2021
- Nevada Entity ID: 87-3653989
- 10,000 Shares Authorized

The Company may add new subsidiaries, and notify potential investors of such new subsidiaries, without requiring a revision to this document.

ADDITIONAL INFORMATION

Each WOD Subsidiary is wholly owned by OriginClear, Inc. Additional information regarding each WOD Subsidiary may be obtained from OriginClear's publicly available filings with the Securities and Exchange Commission under Sections 13 or 15(d) of the Securities Exchange Act of 1934, as amended.

Inquiries may be sent c/o OriginClear, Inc:

13575 58th Street N
Suite 200
Clearwater, FL 33760-3739
Toll Free: +1 (877) 440-4603

ANNEX B

SUBSCRIPTION PRICE SENDING OPTIONS

A.) Check:

Send via FedEx overnight (email invest@originclear.com to use our FedEx account number).

Include in the envelope:

1. Check
2. Subscription Agreement

Address for Federal Express:

Administrative Manager OriginClear, Inc.
13575 58th Street N
Suite 200
Clearwater, FL 33760-3739
Toll Free: +1 (877) 440-4603

B.) Bankwire:

Please email invest@originclear.com for bank wire information.

You may send funds via bankwire AND remit Subscription Agreement via either:

1. Signature through DocuSign; or

2. Send the filled-out pages of the Subscription Agreement via email (to invest@originclear.com), Fax (323-315-2300) OR send the pages via FedEx overnight (email invest@originclear.com to use our FedEx account number).

ANNEX C

DOCUMENTATION PROVIDED TO SUBSCRIBER

(See Attached Exhibits A-C)

EXHIBIT A

Form of Certificate of Designation of Rights, Powers, Preferences, Privileges, and Restrictions of the Series Y Convertible Preferred Stock of OriginClear, Inc.

EXHIBIT B

Form of Warrant

HIS WARRANT AND THE SECURITIES ISSUABLE UPON EXERCISE OF THIS WARRANT HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR ANY STATE SECURITIES LAWS, AND, ACCORDINGLY, MAY NOT BE SOLD, OFFERED FOR SALE, PLEDGED, HYPOTHECATED OR OTHERWISE TRANSFERRED UNLESS (I) SUCH SECURITIES HAVE BEEN REGISTERED FOR SALE PURSUANT TO THE SECURITIES ACT OF 1933, AS AMENDED, (II) SUCH SECURITIES MAY BE SOLD PURSUANT TO AN AVAILABLE EXEMPTION THEREFROM.

Warrant to purchase **%**
Shares of Common Stock **%EXECUTION_TIME_LEGAL%%**

ORIGINCLEAR, INC

Warrant Agreement

OriginClear, Inc., a Nevada corporation (the "**Company**"), certifies that, for value received, %%AMOUNT%% , or his, her or its successors or assigns (each person or entity holding all or a part of this Warrant being referred to as a "**Holder**") is the registered holder of this Warrant (the "**Warrant**") to subscribe for the purchase of that number of the shares of common stock of the Company (the "**Common Stock**") as shall equal 200% of the Conversion Rate as defined in the Series Y Certificate of Designation (the "**Warrant Shares**"), each Warrant Share having a par value $0.0001 per share. The Warrant entitles the Holder to purchase from the Company, at any time prior to the Expiration Date (as defined below) and in any number of partial increments, the Warrant Shares for $0.25 per Warrant Share (the "**Exercise Price**"), on the terms and conditions hereinafter provided, including without limitation, the limitations set forth in Section 1.3. The Exercise Price and the number of Warrant Shares purchasable upon exercise hereof are subject to adjustment as provided herein.

1. Expiration Date; Exercise

1.1 Expiration Date. The Warrant shall expire at 5:30 pm New York time ,five years from closing date (%%EXECUTION_TIME_LEGAL%%) under the Subscription Agreement (the **"Expiration Date**").

1.2 Manner of Exercise. (a) Cash Exercise

The Warrants are exercisable by delivery to the Company of the following (the

"**Exercise Documents**"):

(a) a copy of this Warrant, (b) a written notice of election to exercise the Warrant as set forth on **Schedule A** hereto; and (c) payment of the Exercise Price in cash by wire transfer or certified check. Within three (3) business days following receipt of the foregoing, the Company shall execute and deliver to the Holder: (a) a certificate or certificates representing the aggregate number of Warrant Shares purchased by the Holder, and (b) if less than all of the Warrant Shares evidenced by this Warrant are purchased, the original Warrant is returned to the Company, and a new warrant is requested by the Holder, a new warrant in form substantially identical hereto evidencing the right to purchase the remaining Warrant Shares not so acquired by the Holder.

(b) Cashless Exercise

In lieu of an exercise for cash in accordance with Section 1.2(a), at the election of the Holder this Warrant may also be exercised, in whole or in part, at such time by means of a "cashless exercise" in which the Holder shall be entitled to receive the number of Warrant Shares equal to the quotient obtained by dividing [(A-B) (X)] by (A), where:

(A) = will be equal to the average closing sale price of the Common Stock for the five trading days prior to the date of receipt by the Company of the Exercise Notice (subject in all cases for adjustment for stock splits, stock dividends, and similar transactions).

(B) = the Exercise Price of this Warrant, as adjusted hereunder; and

(X) = the number of Warrant Shares that would be issuable upon exercise of this Warrant in accordance with the terms of this Warrant if such exercise were by means of a cash exercise rather than a cashless exercise.

If Warrant Shares are issued in such a "cashless exercise," the parties acknowledge and agree that in accordance with Section 3(a)(9) of the Securities Act, the Warrant Shares shall take on the registered characteristics of the Warrants being exercised, and the holding period of the Warrants being exercised may be tacked on to the holding period of the Warrant Shares. The Company agrees not to take any position contrary to this Section 1.2(b).

2. Adjustments of Exercise Price and Number and Kind of Warrant Shares

2.1 Stock Dividends, Stock Splits, Combinations. In the event that the Company shall at any time hereafter (a) pay a dividend in Common Stock or securities convertible into Common Stock; (b) subdivide or split its outstanding Common Stock; (c) combine its outstanding Common Stock into a smaller number of shares; then the number of Warrant Shares exercisable pursuant hereto immediately after the occurrence of any such event shall be adjusted so that the Holder thereafter may receive the number of Warrant Shares it would have owned immediately following such action if it had exercised the Warrant immediately prior to such action and the Exercise Price shall be adjusted to reflect such proportionate increases or decreases in the number of shares.

2.2 Reclassifications. In case of any reclassification of the outstanding shares of Common Stock (other than a change covered by Section 2.1 hereof or a change which solely affects the par value of such shares) or in the case of any merger or consolidation or merger in which the Company is not the continuing corporation and which results in any reclassification or capital reorganization of the outstanding shares), the Holder shall have the right thereafter (until the Expiration Date) to receive upon the exercise hereof, for the same aggregate Exercise Price payable hereunder immediately prior to such event, the kind and amount of shares of stock or other securities or property receivable upon such reclassification, capital reorganization, merger or consolidation, by a Holder of the number of shares of Common Stock obtainable upon the exercise of the Warrant immediately prior to such event; and if any reclassification also results in a change in shares covered by Section 2.1, then such adjustment shall be made pursuant to both this Section 2.2 and Section 2.1 (without duplication). The provisions of this Section 2.2 shall similarly apply to successive reclassifications, capital reorganizations and mergers or consolidations, sales or other transfers.

3. Loss or Mutilation. Upon receipt of evidence reasonably satisfactory to the Company of the ownership of and the loss, theft, destruction or mutilation of this Warrant, and of an indemnity reasonably satisfactory to it, and (in the case of mutilation) upon surrender and cancellation of this Warrant, the Company will execute and deliver in lieu thereof a new Warrant of like tenor as the lost, stolen, destroyed or mutilated Warrant.

4. Severability. If any term, provision, covenant or restriction of this Warrant is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions of this Warrant shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

5. Notices. All notices, requests, consents and other communications required hereunder shall be in writing and shall be effective when delivered or, if delivered by registered or certified mail, postage prepaid, return receipt requested, shall be effective on the third day following deposit in United States mail: to the Holder, at the Holder's address of record initially on the register of holders of warrants maintained by the Company and if addressed to the Company, at its principal executive offices.

6. No Rights as Shareholder. The Holder shall have no rights as a shareholder of the Company with respect to the Warrant Shares issuable upon exercise of the Warrant until the receipt by the Company of all of the Exercise Documents.

ORIGINCLEAR, INC.

By: %%ISSUER_SIGNATURE%%
T. Riggs Eckelberry
Chief Executive Officer

SCHEDULE A - NOTICE OF EXERCISE

(To be signed only upon exercise of the Warrant)

To: OriginClear, Inc. (the "**Company**")

The undersigned hereby elects to purchase shares of Common Stock (the "**Warrant Shares**") of OriginClear, Inc. (the "**Company**"), pursuant to the terms of the enclosed warrant (the "**Warrant**").

The undersigned:

_____(i) tenders herewith payment of the exercise price in cash for_____Warrant Shares pursuant to the terms of the Warrant; or

_____ (ii) elects a cashless exercise pursuant to the terms of the Warrant pursuant to which the Holder will receive_____shares of common stock for the single or incremental exercise of_____ the Warrant, calculated as follows:

_____

_____

The undersigned hereby represents and warrants to, and agrees with, the Company as follows:

1. Holder is acquiring the Warrant Shares for its own account, for investment purposes only.

2. Holder understands that an investment in the Warrant Shares involves a high degree of risk, and Holder has the financial ability to bear the economic risk of this investment in the Warrant Shares, including a complete loss of such investment. Holder has adequate means for providing for its current financial needs and has no need for liquidity with respect to this investment.

3. Holder has such knowledge and experience in financial and business matters that it is capable of evaluating the merits and risks of an investment in the Warrant Shares and in protecting its own interest in connection with this transaction.

4. Holder understands that the Warrant Shares have not been registered under the Securities Act of 1933, as amended (the "**Securities Act**") or under any state securities laws. Holder is familiar with the provisions of the Securities Act and Rule 144 thereunder and understands that the restrictions on transfer on the Warrant Shares may result in Holder being required to hold the Warrant Shares for an indefinite period of time.

5. Holder agrees not to sell, transfer, assign, gift, create a security interest in, or otherwise dispose of, with or without consideration (collectively, "**Transfer**") any of the Warrant Shares except pursuant to an effective registration statement under the Securities Act or an exemption from registration.

Each certificate evidencing the Warrant Shares will bear the following legend:

"THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933 (THE "ACT") OR ANY APPLICABLE STATE SECURITIES LAWS AND MAY NOT BE EXERCISED, SOLD, PLEDGED OR TRANSFERRED IN THE ABSENCE OF AN EFFECTIVE REGISTRATION STATEMENT FOR SUCH SECURITIES UNDER THE ACT OR UNLESS AN EXEMPTION FROM SUCH REGISTRATION IS AVAILABLE."

Dated: _____

By: _____

EXHIBIT C

SECURITY AGREEMENT

SECURITY AGREEMENT (this "Agreement"), dated as of % %EXECUTION_TIME_LEGAL%% by and among OriginClear, Inc., a Nevada corporation with its principal place of business at 13575 58th Street N, Suite 200, Clearwater, Florida 33760 ("Company") and the secured party or parties signatory hereto as amended from time to time, and their endorsees, transferees and assigns (collectively, the "Secured Party").

W I T N E S S E T H:

WHEREAS, pursuant to a Subscription Agreement between the Company and the Secured Party (the "Purchase Agreements"), the Company has agreed to issue to the Secured Party and the Secured Party has agreed to purchase from the Company, shares of the Company's Series Y Preferred Stock and certain other securities (collectively, the "Securities"); and

WHEREAS, pursuant to the Purchase Agreements and the Amended and Restated Certificate of Designation of the Series Y Preferred Stock, the Secured Party's investment funds in purchasing the Securities shall be utilized by the Company to fund the operations of one of its "Water On Demand" wholly-owned subsidiaries designated by the Secured Party in the Subscription Agreement between the Secured Party and the Company of even date herewith (the "Subsidiary"); and

WHEREAS, the Company has agreed to cause Subsidiary to pay to the Secured Party on a pro-rata and pari passu basis (as among all holders of the Series Y Preferred Stock based on number of shares of Series Y Preferred Stock held) (i) 25% the Net Profits of Subsidiary (as defined in the Certificate of Designation), paid within 90 days of each Quarter of Subsidiary's accounting year, (ii) in the event the Company causes Subsidiary's business operations to be terminated, or sells Subsidiary or substantially all of its assets, in addition to the distribution of net profits of Subsidiary for the period of Subsidiary's accounting year prior to such termination or sale, the Holders shall be entitled to receive the distribution of, on a pro rata, pari passu basis, 25% of the proceeds, net of the Subsidiary's liabilities and any cumulative losses from previous periods, from the liquidation of Subsidiary's assets following such termination, or 25% of the proceeds, net of the Subsidiary's liabilities and any cumulative losses from previous periods, derived from any such sale of Subsidiary or substantially all of its assets. (the "Secured Obligation"); and

WHEREAS, in order to induce the Secured Party to purchase the Securities, the Company and Subsidiary have agreed to execute and deliver to the Secured Party this Agreement for the benefit of the Secured Party and to grant to it a first priority security interest in certain property of the Company (on a pro rata and pari passu basis among all holders of the Series Y Preferred Stock) to secure the prompt payment, performance and discharge of the Secured Obligation;

NOW, THEREFORE, in consideration of the agreements herein contained and for other

good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. Certain Definitions. As used in this Agreement, the following terms shall have the meanings set forth in this Section 1. Terms used but not otherwise defined in this Agreement that are defined in Article 9 of the UCC shall have the respective meanings given such terms in Article 9 of the UCC.

(a) "Collateral" means all of the outstanding capital stock of Subsidiary.

(b) "UCC" means the Uniform Commercial Code, as currently in effect in the State of New York.

2. Security Interest. (a) Company hereby assigns and grants to Secured Party a first priority security interest and continuing lien in all of the Company's right, title and interest in and to the Collateral, regardless of where located, including all insurance claims and other rights to payment related to the foregoing, and products of the foregoing and all accessions to, substitutions and replacements for, each of the foregoing (all of the foregoing described property is referred to herein as the "Collateral").

3. Secured Parties. The Secured Party will consist, on a pro rata and pari passu basis, of the holders of the Company's Series Y Preferred Stock. The identity of the Secured Parties will be deemed to be amended from time to time accordingly.

4. Representations, Warranties, Covenants and Agreements of the Company. The Company represents and warrants to, and covenants and agrees with, the Secured Party as follows:

(a) Company is the owner of the Collateral, and no other person or entity has any right, title, claim or interest in, against or to the Collateral.

(b) This Agreement (i) has been duly authorized by all necessary corporate action of the Company, (ii) has been duly executed by the Company, and (iii) constitutes the legal, valid and binding obligation of the Company, enforceable against the Company in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditor's rights generally.

(c) Company's place of business (or, if Company has more than one place of business, its principal executive office) is located at 13575 58th Street N, Suite 200, Clearwater, Florida 33760. The Company's true legal name is as set forth in the preamble to this Agreement. The Company's jurisdiction of formation is and has been, as set forth in the preamble to this Agreement. Company does not do business under any trade name or fictitious business name. Company will notify Secured Party, in writing, within at least thirty (30) days of any change in its place of business or jurisdiction of formation or the adoption or change of its legal name, any trade name or fictitious business name, and will upon request of Secured Party, execute or authenticate any additional financing statements or other certificates or records necessary to reflect any change in its place of

business or jurisdiction of formation or the adoption or change in its legal name, trade names or fictitious business name.

5. Protection of Collateral by Company.

(a) Company will not, without the prior written consent of Secured Party, sell, transfer or dispose of any Collateral. Company may encumber the Collateral through junior liens subordinated to the senior lien of the Secured Party in accordance with this Agreement. For purposes of this Agreement, granting license or sublicense rights to the Collateral shall not be deemed a sale, transfer or disposition of such Collateral, unless the agreement of license or sublicense creates in the licensee or sublicensee rights in the Collateral which are superior to those of the Company. Company shall, at its own expense, appear in and defend any and all actions and proceedings which purport to affect title to the Collateral, or any part thereof, or which purport to affect the security interest of Secured Party therein under this Agreement.

(b) Company, in a timely manner, shall execute or otherwise authenticate, or obtain, any document or other record, give any notices, do all other acts, and pay all costs associated with the foregoing, that Secured Party determines is reasonably necessary to protect the Collateral against rights, claims or interests of third parties, or otherwise to preserve the Collateral as security hereunder.

(c) Company shall promptly notify Secured Party of any claim against the Collateral adverse to the interest of Secured Party therein not mentioned herein.

6. Further Acts of Company. Company shall, at the request of Secured Party, execute or otherwise authenticate and deliver to Secured Party any financing statements, financing statement changes and any and all additional instruments, documents and other records, and Company shall perform all actions, that from time to time Secured Party may reasonably deem necessary or desirable to carry into effect the provisions of this Agreement or to establish or maintain a security interest in the Collateral having the priority provided for herein or otherwise to protect Secured Party's interest in the Collateral.

7. Rights and Remedies Upon Default.

(a) Each of the following is an "Event of Default" under this Agreement when continuing ten (10) business days' after written notice is delivered to Company: (i) default shall be made in the payment of the Secured Obligation; (ii) the Company shall make an assignment for the benefit of its creditors or shall file or commence or have filed or commenced against it any proceeding for any relief under any bankruptcy or insolvency law or any law or laws relating to the relief of debtors, readjustment of indebtedness, reorganizations, compositions or extensions, or a receiver or trustee shall be appointed for the undersigned; (iii) the liquidation, dissolution, merger or consolidation of Company (except where provision is made in any such transaction for the Secured Party to be paid the ongoing Secured Obligation as well as any accrued but unpaid amount of the Secured Obligation in connection with any such transaction).

(b) Upon the occurrence of any Event of Default, Secured Party at its election, may file appropriate UCC or other financing statements (subject to prior approval of the Company, such approval not to be unreasonably withheld or delayed), or other documents to perfect its security interest in the Collateral, together with any and all continuation, amendments and modification filings related thereto and any other filings or recordings Secured Party deems necessary or appropriate with respect to the Collateral and Secured Party's interest therein, and declare the entire outstanding balance of the Secured Obligation, immediately due and payable, together with all costs of collection, including reasonable attorneys' fees, or may exercise upon or enforce its rights in the Collateral, as set forth herein or under applicable law.

(c) If an Event of Default shall occur, then, in each and every such case, Secured Party may at any time thereafter exercise and/or enforce any of the following rights and remedies at Secured Party's option:

(1) The Secured Obligation shall, at Secured Party's sole option, become immediately due and payable.

(2) At its option: (a) take any reasonable and lawful action to protect and realize upon its security interest in the Collateral; and (b) in addition to the foregoing, and not in substitution therefor, exercise any one or more of the rights and remedies exercisable by Secured Party under any other provision of this Agreement, or as provided by applicable law (including, without limitation, the UCC). Secured Party shall have no duty to take any action to preserve or collect the Collateral.

8. Applications of Proceeds. The proceeds of any sale, lease or other disposition of the Collateral hereunder shall be applied first, to the expenses of retaking, holding, storing, processing and preparing for sale, selling, and the like (including, without limitation, any taxes, fees and other costs incurred in connection therewith) of the Collateral, to the reasonable attorneys' fees and expenses incurred by the Secured Party in enforcing its rights hereunder and in connection with collecting, storing and disposing of the Collateral, and then to satisfaction of the Secured Obligations (for the avoidance of doubt, on a pro rata and pari passu basis among the parties constituting the Secured Party), and to the payment of any other amounts required by applicable law, after which the Secured Party shall pay to the Company any surplus proceeds. If, upon the sale, license or other disposition of the Collateral hereunder, the proceeds thereof are insufficient to pay all amounts to which the Secured Party is legally entitled, the Company will be liable for the deficiency, together with interest thereon, at the rate of 10% per annum (the "Default Rate"), and the reasonable fees of any attorneys employed by the Secured Party to collect such deficiency. To the extent permitted by applicable law, the Company waives all claims, damages and demands against the Secured Party arising out of the repossession, removal, retention or sale of the Collateral, unless due to the gross negligence or willful misconduct of the Secured Party. For the avoidance of doubt, the parties acknowledge that the Collateral may be sold only in accordance with applicable securities laws.

9. Costs and Expenses. The Company agrees to pay all out-of-pocket fees, costs and expenses incurred in connection with any filing required hereunder, including without limitation,

any financing statements, continuation statements, partial releases and/or termination statements related thereto or any expenses of any searches reasonably required by the Secured Party. The Company shall also pay all other claims and charges which in the reasonable opinion of the Secured Party might prejudice, imperil or otherwise affect the Collateral or the Security Interest therein. The Company will also, upon demand, pay to the Secured Party the amount of any and all reasonable expenses, including the reasonable fees and expenses of its counsel and of any experts and agents, which the Secured Party may incur in connection with (i) the enforcement of this Agreement, or (ii) the custody or preservation of, or the sale of, collection from, or other realization upon, any of the Collateral.

10. Responsibility for Collateral. The Company assumes all liabilities and responsibility in connection with all Collateral, and the obligations of the Company hereunder or shall in no way be affected or diminished by reason of the loss, destruction, damage or theft of any of the Collateral or its unavailability for any reason.

11. Term of Agreement. This Agreement and the Security Interest shall terminate on the date on which the Secured Obligation has been made in full or otherwise has been discharged or terminated pursuant to the mutual written consent of the Secured Party and the Company. Upon such termination, the Secured Party, at the request and at the expense of the Company, will join in executing any termination statement with respect to any financing statement executed and filed pursuant to this Agreement.

12. Power of Attorney. Company appoints Secured Party and any officer thereof as Company's attorney in fact with full power in Company's name and behalf to do every act which Company is obligated to do or may be required to do hereunder; however, nothing in this paragraph shall be construed to obligate Secured Party to take any action hereunder nor shall Secured Party be liable to Company for failure to take any action hereunder. This appointment shall be deemed a power coupled with an interest and shall not be terminable as long as the Secured Obligation is outstanding and shall not terminate on the disability or incompetence of Company.

13. Notices. All notices, requests, demands and other communications hereunder shall be in writing and made in accordance with the applicable Subscription Agreement.

14. Miscellaneous.

(a) No course of dealing between the Company and the Secured Party, nor any failure to exercise, nor any delay in exercising, on the part of the Secured Party, any right, power or privilege hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

(b) All of the rights and remedies of the Secured Party with respect to the Collateral, whether established hereby or by any other agreements, instruments or documents or by law shall be cumulative and may be exercised singly or concurrently.

(c) This Agreement constitutes the entire agreement of the parties with respect

to the subject matter hereof and is intended to supersede all prior negotiations, understandings and agreements with respect thereto. Except as specifically set forth in this Agreement, no provision of this Agreement may be modified or amended except by a written agreement specifically referring to this Agreement and signed by the parties hereto.

(d) In the event that any provision of this Agreement is held to be invalid, prohibited or unenforceable in any jurisdiction for any reason, unless such provision is narrowed by judicial construction, this Agreement shall, as to such jurisdiction, be construed as if such invalid, prohibited or unenforceable provision had been more narrowly drawn so as not to be invalid, prohibited or unenforceable. If, notwithstanding the foregoing, any provision of this Agreement is held to be invalid, prohibited or unenforceable in any jurisdiction, such provision, as to such jurisdiction, shall be ineffective to the extent of such invalidity, prohibition or unenforceability without invalidating the remaining portion of such provision or the other provisions of this Agreement and without affecting the validity or enforceability of such provision or the other provisions of this Agreement in any other jurisdiction.

(e) No waiver of any breach or default or any right under this Agreement shall be considered valid unless in writing and signed by the party giving such waiver, and no such waiver shall be deemed a waiver of any subsequent breach or default or right, whether of the same or similar nature or otherwise.

(f) This Agreement shall be binding upon and inure to the benefit of each party hereto and its successors and assigns.

(g) Each party shall take such further action and execute and deliver such further documents as may be necessary or appropriate in order to carry out the provisions and purposes of this Agreement.

(h) This Agreement shall be construed in accordance with the laws of the State of New York, except to the extent the validity, perfection or enforcement of a security interest hereunder in respect of any particular Collateral which are governed by a jurisdiction other than the State of New York in which case such law shall govern. Each of the parties hereto irrevocably submit to the exclusive jurisdiction of any New York State or United States Federal court sitting in Manhattan county over any action or proceeding arising out of or relating to this Agreement, and the parties hereto hereby irrevocably agree that all claims in respect of such action or proceeding may be heard and determined in such New York State or Federal court. The parties hereto agree 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. The parties hereto further waive any objection to venue in the State of New York and any objection to an action or proceeding in the State of New York on the basis of forum non conveniens.

(i) This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and, all of which taken

together shall constitute one and the same Agreement. In the event that any signature is delivered by facsimile transmission, such signature shall create a valid binding obligation of the party executing (or on whose behalf such signature is executed) the same with the same force and effect as if such facsimile signature were the original thereof.

IN WITNESS WHEREOF, the parties hereto have caused this Security Agreement to be duly executed on the day and year first above written.

ORIGINCLEAR, INC.

By: %%ISSUER_SIGNATURE%%
Name: T. Riggs Eckelberry
Title: Chief Executive Officer

SECURED PARTIES

By: %%INVESTOR_SIGNATURES%%

Name: %%INVESTOR_NAME%%

ANNEX D

RISK FACTORS

An investment in the Securities of the Company involves a high degree of risk and should be considered only by persons who can afford to lose their entire investment and who have no need for liquidity in their investment. You should carefully consider the risk factors described below and discussed in the section titled "Risk Factors" in our most recent Annual Report on Form 10-K, as well as the risks, uncertainties and additional information set forth in our SEC Filings incorporated by reference herein. Our business, financial condition or results of operations could be materially adversely affected by any of these risks. The trading price of our common stock could decline due to any of these risks, and you may lose all or part of your investment.

Risks Related to Our Business

There is substantial doubt about our ability to continue as a going concern.

In their report dated May 21, 2021, our registered public accounting firm stated that we suffered a net loss from operations and that we have a net capital deficiency, which has raised substantial doubt about our ability to continue as a going concern.

Risks Related to the Securities and This Offering

There is no public market for the Series Y Preferred Shares or Warrants and a limited public market for the common stock.

There is no public market for the Series Y Preferred Shares or the Warrants, and we do not intend to have such securities quoted or listed on any market. In addition, our common stock is quoted on the OTC Pink, which is an unorganized, inter-dealer, over-the-counter market, which provides significantly less liquidity than the NASDAQ Capital Market or other national securities exchange. These factors may have an adverse impact on the trading and price of our common stock.

The Securities will be subject to restrictions on resale.

We have not registered the sale of any of the Securities under the Securities Act or any state securities laws. The securities offered hereby are highly illiquid, and are not transferable except in accordance with the Securities Act. Consequently, the Securities may not be resold or otherwise transferred unless they are subsequently registered under applicable securities laws or an exemption therefrom is available. In view of these and other limitations to the transfer of the Securities as described herein, the Securities should be considered an illiquid investment which may need to be held indefinitely. Limitations on the transfer of the Securities may also adversely affect the price that a Subscriber might be able to obtain for such securities in a private sale.

The price of the Units has been determined without a third party valuation or fairness opinion.

We have set the price of Units without the benefit of any third party valuation or fairness opinion or review. You must make your own determination as to the accuracy, fairness or reasonableness of the price of the Units and the other terms of the Offering.

Property or assets received by the Company by Subscribers in lieu of cash investment in the Securities may ultimately not be able to be monetized by the Company at a value consistent with appraisals received on such property or assets or in the timeframe desired by the Company.

The Company may accept the transfer of title to property or assets in lieu of cash from Subscribers in the Offering, provided the value of such property or assets is established by an independent third-party appraisal and proof of ownership and marketability. In such event, it is the Company's intention to monetize any such property or assets through sale of such property or assets, or borrowing against such property or assets, with an appropriate discount against such appraised value based on the reasonable projected costs of selling or borrowing against any such property or assets. There can be no assurance, however, that any such property or assets received by the Company from Subscribers in lieu of cash investment in the Securities will ultimately be able to be monetized by the Company at a value consistent with appraisals received on such property or assets or in the timeframe desired by the Company. In such event the Company would not have cash from any sale or borrowing against any such property or assets in the amount of the value given to such property or assets, or in the timeframe desired by the Company to invest in the operations of the Subsidiary designated by the Series Y Subscriber.

We will have significant discretion over the use of the gross proceeds.

The Company intends to use net proceeds of this Offering for funding the business operations of certain of its wholly-owned "Water On Demand" Subsidiaries, directing the investment made by each Subscriber in the Series Y Convertible Preferred Shares into funding the operations of the Subsidiary chosen by each such Subscriber; however, the Company shall have discretion to cause up to half of such net proceeds to be distributed by the Subsidiary back to the Company for the Company's general corporate purposes and to meet working capital needs. Accordingly, both the Company management and the Subsidiary management will have broad discretion as to the application of such proceeds. There can be no assurance that management’s use of proceeds generated through this Offering will prove optimal or translate into revenue or profitability for the Company or any of its Subsidiaries.

One or more of the "Water On Demand" Subsidiaries, may not be profitable, and therefore may not be able to pay distributions of its net profits to investors in the Series Y Units.

One or more of the Company's wholly-owned "Water On Demand" Subsidiaries may never be profitable, and may, therefor, never be able to pay any distributions of Net Profits to the investors in the Series Y Units who have chosen such Subsidiaries.

The "Water On Demand" Subsidiaries may not be equally as profitable, resulting in differing distribution amounts of their net profits to some or all investors in the Series Y Units.

The "Water On Demand" Subsidiaries may not be equally as profitable, resulting in differing distribution amounts of their net profits to some or all investors in the Series Y Stock depending upon which Subsidiary each investor has designated.

The Company may terminate the business operations of any of its wholly-owned "Water On Demand" Subsidiaries at its discretion at any time.

The Company may, at its sole discretion, at any time terminate the business operations of any of its wholly-owned "Water On Demand" Subsidiaries, which would terminate the ability of investors in the Units who have chosen such Subsidiary to receive thereafter any distributions of net profits from that

entity other than the distribution of the pro rata distribution of 25% the Net Profits remaining at the time of such termination.

There is no investor counsel.

The Company has not retained any independent professionals to review or comment on this Offering or otherwise protect the interests of Subscribers. Although the Company has retained its own counsel, neither such firm nor any other firm has made any independent examination of any factual matters represented by management herein, and purchasers of the Securities offered hereby should not rely on any such firms so retained with respect to any matters herein described.

No governmental entity has evaluated our securities.

No federal or state commission, department or agency has made any evaluation, finding, recommendation or endorsement with respect to the Securities.

Additional stock offerings in the future may dilute then-existing shareholders' percentage ownership of the Company.

Given our plans and expectations that we will need additional capital and personnel, we anticipate that we will need to issue additional shares of common stock or securities convertible or exercisable for shares of common stock, including convertible preferred stock, convertible notes, stock options or warrants. The issuance of additional securities in the future will dilute the percentage ownership of then current stockholders. Without limiting the generality of the foregoing, the Company may conduct other offerings concurrent with this offering.

The Series Y Preferred Shares will not have voting rights.

Holders of the Series Y Preferred Shares, by virtue of holding such shares, will not have any voting rights, except as may be required under applicable law. Thus, the holders of the Series Y Preferred Shares, by virtue of holding such shares, will have no right to participate in the election of directors of the Company or any other matter that may be brought to the vote of the shareholders of the Company.

The Series Y Preferred Shares will be subject to the Company's right of redemption.

Pursuant to the Series Y Certificate of Designation, the Company will have the right (but no obligation) to redeem outstanding shares of Series Y Preferred Stock, in the Company's discretion, subject to the terms and conditions set forth therein. Such redemption, if it occurs, shall not affect the ongoing pro rata distribution of the Net Profits of Subsidiary to the redeemed Holder after redemption.

The Warrants are speculative in nature.

The Warrants do not confer any rights of common stock ownership on their holders, such as voting rights, but rather merely represent the right to acquire shares of common stock at a fixed price for a limited period of time. The market price of the common stock may never equal or exceed the respective exercise prices of the Warrants, and consequently, it may never be profitable for holders of the Warrants to exercise the Warrants.

Investors should consult their own tax advisers regarding tax consequences of this Offering, the Series Y Preferred Shares, and the Warrants.

The Company makes no representations regarding the tax treatment that will apply to the Series Y Preferred Shares, the Warrants, or this Offering, including, without limitation, with respect to any dividend or redemption payments under the Series Y Preferred Shares. Subscribers should consult their own tax advisers regarding such tax consequences.

Lack of Secondary Market.

There can be no assurance (and it is very unlikely) that a secondary resale market for the Units will develop or, if it does develop, that it will provide the Investors with liquidity for their investments or that it will continue for as long as the Units remain outstanding. The Units will not be listed on any securities exchange. Furthermore, the Units are subject to a right of first offer and refusal in favor of the Board of Directors and then the other Members. Any proposed transfer must first comply with the restrictions on transfer set forth in the Operating Agreement.

Unregistered Offerings.

The offerings of the Units will not be registered with the SEC under the Securities Act or with the securities authorities of any state. The Units are being offered in reliance on exemptions from the registration provisions of the Securities Act and state securities laws applicable to offers and sales to prospective Investors meeting the prospective investor suitability requirements set forth herein. If the Board of Directors or the Company should fail to comply with the requirements of such exemptions, prospective purchasers may have the right to rescind their purchase of the Units, as applicable. This might also occur under the applicable state securities laws and regulations in states where the Units will be sold without registration or qualification pursuant to a private offering or other exemption. If a number of the Investors were successful in seeking rescission, the Company and the Board of Directors would face severe financial demands that would adversely affect the Company as a whole and, thus, the investment in the Units by the remaining Investors. Such event would have a material adverse effect on the Company.

Lack of Regulatory Review.

Since the Offering is nonpublic and, as such, not registered under federal or state securities laws, you will not have the benefit of a review of the Memorandum or these Terms by the SEC or any state securities commissions or other regulatory authorities prior to your investment. The terms and conditions of the Offering will not comply with the guidelines and regulations established for securities offerings that are required to be registered and qualified with those authorities.

Availability of Exemptions for Other Offerings.

Other offerings by the Company or by affiliates of the Board of Directors have been made in reliance on exemptions from the registration provisions of federal and state securities laws. No assurance, however, can be given that such exemptions were available or that the compliance requirements were met. If exemptions were not available for those offerings, the Company, as well as the partners and principals involved in such other offerings, could incur significant liability, including return of amounts paid to investors.

Prohibition on Bad Actors.

This Offering is intended to be made in compliance with Rule 506(c) of Regulation D promulgated under the Securities Act. The SEC has recently changed the requirements of Regulation D offerings to include a prohibition on the participation of certain "bad actors." In the event that a statutory "bad actor" participates in the Offering, the Company may lose its exemption from registration of the Units. Pursuant to Rule 506(e) of Regulation D, certain events that would otherwise have designated an Offering participant as a "bad actor" but which occurred prior to the effective date of Rule 506(d), are required to be disclosed to all potential investors.

No Representation of Investors.

Each of the Investors acknowledges and agrees that counsel, the Board of Directors, the Company and their Affiliates do not represent and shall not be deemed under the applicable codes of professional responsibility to have represented or to be representing any or all of the Investors in any respect.