

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 8-K

CURRENT REPORT
Pursuant to Section 13 or 15(d) of the
Securities Exchange Act of 1934

Date of Report (Date of earliest event reported) March 21, 2026



CARPARTS.COM, INC.

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction of incorporation)

001-33264
(Commission File Number)

68-0623433
(IRS Employer Identification No.)

4910 Airport Plaza Drive, Suite 300, Long Beach CA 90815
(Address of principal executive offices) (Zip Code)

Registrant's telephone number, including area code (424) 702-1455

N/A
(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading symbol(s)	Name of each exchange on which registered
Common Stock, \$0.001 par value per share	PRTS	The NASDAQ Stock Market LLC (NASDAQ Capital Market)

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Item 1.01. Entry into a Material Definitive Agreement.

Purchase Agreement

On March 21, 2026, CarParts.com, Inc. (the “Company”) entered into a Purchase Agreement (the “Purchase Agreement”) with certain investors (the “Purchasers”), pursuant to which the Company agreed to issue and sell to the Purchasers, in a private placement, an aggregate of 10,000,000 shares (the “Shares”) of the Company’s common stock, par value \$0.001 per share (“Common Stock”), at a purchase price of \$0.80 per share for gross proceeds of \$8.0 million (the “Transaction”). The closing of the Transaction is subject to conditions and covenants typical for this type of transaction.

The Company intends to use the net proceeds from the private placement to fund the Company’s inventory investments.

Pursuant to the Purchase Agreement, each Purchaser agreed, for a period of six months from the closing date, not to transfer or hedge the Shares, subject to specified exceptions; prior to any transfer outside those exceptions, the Company has a five business day right to purchase the applicable Shares on substantially the same terms, and during such lock up period each Purchaser agreed to vote its shares in the same relative proportions as votes cast by the Company’s other stockholders and to be present for quorum purposes.

The Purchase Agreement contains customary representations, warranties and agreements by the Company and the Purchasers, and customary conditions and other obligations of the parties. The securities were offered and sold in reliance on exemptions from the registration requirements of the Securities Act of 1933, as amended (the “Securities Act”).

The foregoing summary of the Purchase Agreement does not purport to be complete and is subject to, and qualified in its entirety by, the full text of the Purchase Agreement, which is filed as Exhibit 10.1 and is incorporated by reference. The Purchase Agreement is not intended to provide any factual information about the Company or the Purchasers. The representations, warranties and covenants contained in the Purchase Agreement (i) have been made solely for the purposes of the Purchase Agreement and as of specific dates; (ii) were made solely for the benefit of the parties to the Purchase Agreement; (iii) are not intended as statements of fact to be relied upon by holders of shares of Company Common Stock or others, but rather as a way of allocating the risk between the parties in the event that the statements therein prove to be inaccurate; (iv) may have been modified or qualified by certain confidential disclosures that were made between the parties in connection with the negotiation of the Purchase Agreement, which disclosures are not reflected in the Purchase Agreement itself; (v) may no longer be true as of a given date; and (vi) may apply standards of materiality in a way that is different from what may be viewed as material by holders of shares of Company Common Stock or others. Holders of shares of Company Common Stock and others are not third-party beneficiaries under the Purchase Agreement and should not rely on the representations, warranties and covenants, or any descriptions thereof, as characterizations of the actual state of facts or condition of the Company or the Purchasers. Moreover, information concerning the subject matter of the representations and warranties may change after the date of the Purchase Agreement, which subsequent information may or may not be fully reflected in the Company’s public disclosures. The Company acknowledges that, notwithstanding the inclusion of the foregoing cautionary statements, it is responsible for considering whether additional specific disclosures of material information regarding material contractual provisions are required to make the statements in this Form 8-K not misleading.

Investor Rights Agreement

In connection therewith, the Company entered into an Investor Rights Agreement with the Purchasers providing customary resale registration rights and, while the Purchasers and their affiliates collectively maintain at least 10% beneficial ownership, the right to designate one member of the Company’s Board of Directors.

The Investor Rights Agreement contains customary representations, warranties and agreements by the Company and the Purchasers, and customary conditions and other obligations of the parties.

The foregoing summary of the Investor Rights Agreement does not purport to be complete and is subject to, and qualified in its entirety by, the full text of the Investor Rights Agreement, which is filed as Exhibit 10.2 and is incorporated by reference.

Convertible Note Amendments

On March 24, 2026, the Company entered into amendments (the “Convertible Note Amendments”) to certain convertible notes (the “Convertible Notes”) issued pursuant to a purchase agreement dated September 8, 2025 with certain investors (the “Holders”). The Convertible Note Amendments amend Section 7 of the Convertible Notes to provide that if, as of May 8, 2027, the Company does not have at least 20,000,000 authorized shares of common stock available for issuance, the Company will use its best efforts to obtain stockholder approval at its 2027 annual meeting to increase its authorized common stock; and from and after May 8, 2027, the Company shall reserve and keep available such number of authorized and unissued shares as shall from time to time be necessary to permit full conversion of the Convertible Notes.

The foregoing is only a summary of the material terms of the Convertible Note Amendments, does not purport to be a complete description of the rights and obligations of the parties thereunder, and is qualified in its entirety by reference to the Form of Convertible Note Amendment, which is filed as Exhibit 10.3 to this Current Report on Form 8-K and incorporated herein by reference.

Item 3.02 Unregistered Sale of Securities

Based in part on representations made by the Purchasers in the Purchase Agreement, the sale of the Shares to the Purchasers will be exempt from the registration requirements of the Securities Act of 1933, as amended (the “Securities Act”), pursuant to Section 4(a)(2) of the Securities Act.

The information related to the issuance of the Shares contained in Item 1.01 of this Current Report on Form 8-K is incorporated by reference.

Item 8.01 Other Events.

On March 24, 2026, the Company issued a press release announcing the Transaction and a collaboration with A-Premium to launch JC Whitney-branded SKUs. A copy of the press release is filed as Exhibit 99.1 and is incorporated by reference.

Forward Looking Statements

This Current Report on Form 8-K contains forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995. Forward-looking statements may include, but are not limited to, statements regarding the closing of the Transaction and anticipated use of proceeds. Forward-looking statements are subject to numerous risks and uncertainties that could cause actual results to differ materially from those expressed or implied in these statements, including but not limited to risks related to the closing of the Transaction and other risks described in the Company’s filings with the Commission, including its most recent Annual Report on Form 10-K and subsequent Quarterly Reports on Form 10-Q. All forward-looking statements are based on current expectations and assumptions, and the Company undertakes no obligation to update or revise any forward-looking statements, whether as a result of new information, future events, or otherwise, except as required by law.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

Exhibit No.	Description
10.1	Form of Purchase Agreement, dated as of March 21, 2026, by and among CarParts.com, Inc. and the Purchasers thereto
10.2	Form of Investor Rights Agreement, dated as of March 21, 2026, by and among CarParts.com, Inc. and the Purchasers thereto
10.3	Form of Convertible Note Amendment
99.1	Press Release, dated March 24, 2026
104	Cover Page Interactive Data File (formatted as Inline XBRL)

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

Dated: March 25, 2026

CARPARTS.COM, INC.

By: /s/ Mark DiSiena

Name: Mark DiSiena

Title: Interim Chief Financial Officer

PURCHASE AGREEMENT

by and among

Carparts.com, Inc.

GLOBAL FORCE INTERNATIONAL LIMITED

HONG KONG QINGFA TRADING LIMITED

SUMMIT FLOW CAPITAL LIMITED

And

FOXWIN INVESTMENT MANAGEMENT LLC

Dated as of March 21, 2026

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PURCHASE AGREEMENT

This PURCHASE AGREEMENT (this “Agreement”), dated as of March 21, 2026, is by and among Carparts. com, Inc., a Delaware corporation (the “Company”), GLOBAL FORCE INTERNATIONAL LIMITED, a British Virgin Islands corporation (“Global Force”), HONG KONG QINGFA TRADING LIMITED, a Hong Kong corporation (“HK Qingfa”), SUMMIT FLOW CAPITAL LIMITED, a British Virgin Islands corporation (“Summit Flow”), and FOXWIN INVESTMENT MANAGEMENT LLC, a Delaware corporation (“Foxwin Investment”, together with Global Force, HK Qingfa and Summit Flow, collectively, the “Purchasers” or the “Purchaser Group”, and each a “Purchaser”). Capitalized terms not otherwise defined where used shall have the meanings ascribed thereto in Article I.

WHEREAS, the Purchasers desire to purchase from the Company, and the Company desires to issue and sell to the Purchasers, up to 10,000,000 shares of Common Stock, par value \$0.001 per share, of the Company in the aggregate (the “Company Common Stock” and such shares to be purchased, the “Shares”), on the terms and subject to the conditions set forth in this Agreement; and

WHEREAS, the Company and the Purchasers desire to set forth certain agreements herein.

NOW, THEREFORE, in consideration of the premises and the representations, warranties and agreements herein contained and intending to be legally bound hereby, the parties hereby agree as follows:

ARTICLE I.

DEFINITIONS

Section 1.01 Definitions. As used in this Agreement, the following terms shall have the meanings set forth below:

“Affiliate” shall mean, with respect to any Person, any other Person that directly or indirectly controls or is controlled by or is under common control with such Person. As used in this definition, “control” (including its correlative meanings, “controlled by” and “under common control with”) shall mean possession, directly or indirectly, of power to direct or cause the direction of management or policies (whether through ownership of securities or partnership or other ownership interests, by contract or otherwise); provided that with respect to each Purchaser, the Company and the Company’s Subsidiaries will not be considered Affiliates of such Purchaser or any of its Affiliates.

“Agreement” shall have the meaning set forth in the preamble hereto.

“Associate” shall have the meaning set forth in Rule 12b-2 promulgated by the SEC under the Exchange Act; provided that with respect to each Purchaser, the Company and the Company’s Subsidiaries will not be considered Associates of such Purchaser or any of its Affiliates.

“Beneficially Own”, “Beneficially Owned” or “Beneficial Ownership” shall have the meaning set forth in Rule 13d-3 of the rules and regulations promulgated under the Exchange Act.

“Board of Directors” shall mean the board of directors of the Company.

“Business Day” shall mean any day other than a Saturday, Sunday or a day on which banking institutions in the City of New York, New York or the PRC are authorized or obligated by Law or executive order to remain closed.

“CFIUS” shall mean the Committee on Foreign Investment in the United States or any member agency thereof acting in such capacity.

“CFIUS Approval” shall mean that any of the following shall have occurred: (i) the Company and the applicable Purchasers shall have received written notice from CFIUS that CFIUS has concluded that the applicable Potential Covered Transaction is not a “covered transaction” as that term is defined in the DPA, CFIUS has concluded all action under the DPA with respect to the applicable Potential Covered Transaction, or CFIUS informs the Company and the applicable Purchasers that it is not able to complete action under the DPA with respect to the applicable Potential Covered Transaction on the basis of a declaration but CFIUS has not requested that the Company and such Purchasers submit a CFIUS notice and has not initiated a unilateral CFIUS review; or (ii) CFIUS shall have sent a report to the President of the United States requesting the President’s decision and either the period under the DPA during which the President may announce his decision to take action to suspend, prohibit or place any limitations on the applicable Potential Covered Transaction shall have expired without any such action being threatened, announced or taken or the President shall have announced a decision not to take any action to suspend, prohibit or place any limitations on the applicable Potential Covered Transaction.

“Change in Control” shall mean the occurrence of any of the following events: (i) there occurs a sale, transfer, conveyance or other disposition of all or substantially all of the consolidated assets of the Company; (ii) any Person or “group” (as such term is used in Section 13 of the Exchange Act) (in each case excluding any Purchaser or any group that includes any Purchaser or any of its Affiliates), directly or indirectly, obtains Beneficial Ownership of more than 50% of the outstanding Company Common Stock; or (iii) the Company consummates any merger, consolidation or similar transaction, unless the stockholders of the Company immediately prior to the consummation of such transaction continue to hold (in substantially the same proportion as their ownership of the Company Common Stock immediately prior to the transaction, other than changes in proportionality as a result of any cash/stock election provided under the terms of the definitive agreement regarding such transaction) more than 50% of all of voting power of the outstanding shares of Voting Stock of the surviving or resulting entity in such transaction immediately following the consummation of such transaction.

“Closing” shall have the meaning set forth in Section 2.02.

“Closing Date” shall have the meaning set forth in Section 2.02.

“Company” shall have the meaning set forth in the preamble hereto.

“Company Preferred Stock” shall have the meaning set forth in Section 3.01(b).

“Company Relevant Persons” shall have the meaning set forth in Section 3.01(j)(ii).

“Company Reports” shall have the meaning set forth in Section 3.01(g)(i).

“DPA” shall mean Section 721 of the Defense Production Act of 1950, as amended, including all implementing regulations thereof.

“Employee Benefit Plan” means any plan, program, policy, contract or other arrangement providing for severance, termination pay, deferred compensation, performance awards, share or share-related awards, housing funds, insurance arrangements, fringe benefits, perquisites, superannuation funds retirement benefits, pension schemes or other employee benefits, that is maintained, contributed to or required to be contributed to by the Company or any of its Subsidiaries for the benefit of any current or former employee, director, officer or independent contractor of the Company or any of its Subsidiaries, or with respect to which the Company or any of its Subsidiaries has or would reasonably expect to have any liability or obligation.

“Enforceability Exceptions” shall have the meaning set forth in Section 3.01(c).

“Exchange Act” shall mean the U.S. Securities Exchange Act of 1934, as amended.

“GAAP” shall mean U.S. generally accepted accounting principles.

“Governmental Entity” shall mean any government, court of competent jurisdiction, administrative agency or commission of any governmental authority or other governmental authority or instrumentality, whether federal, national, state, provincial or local, whether domestic, foreign or supranational, and any applicable industry self-regulatory organization.

“Intellectual Property Rights” means the following intellectual property rights: (i) patents and applications therefor; (ii) copyrights, copyright registrations and applications therefor and all other corresponding rights in work of authorship; (iii) (A) trademarks, trade names, logos, service marks, trade dress and internet domain names, and (B) registrations and applications therefor and corresponding rights in indicia of origin; (iv) trade secrets rights and corresponding rights in confidential business and technical information and know-how; and (v) any similar or equivalent rights to any of the foregoing (as applicable).

“Investor Rights Agreement” shall mean the Investor Rights Agreement, dated as of the Closing Date (as amended, modified or supplemented from time to time), by and among the Company and the Purchasers, in the form attached as Exhibit B.

“Labor Agreements” shall have the meaning set forth in Section 3.01(q)(i).

“Labor Entities” shall have the meaning set forth in Section 3.01(q)(i).

“Law” means any legislation, statute, constitution, law (including common law), ordinance, order, rule, regulation, code, directive, determination or stock exchange listing requirement issued, enacted, adopted, promulgated, implemented or otherwise put into effect by or under the authority of a Governmental Entity.

“Leases” shall mean all of the existing leases, subleases, licenses or other agreements pursuant to which the Company or any of its Subsidiaries uses or occupies, or has the right to use or occupy, now or in the future, any real property (such property, the “Leased Real Property”), other than any such lease, sublease, license or other agreement that is a Material Contract.

“Legal Proceeding” means any claim, action, charge, lawsuit, litigation, complaint, subpoena, audit, arbitration, mediation, inquiry or other similar legal action or proceeding brought by or pending before any Governmental Entity, arbitrator, mediator or other tribunal with binding authority on the applicable Person.

“Material Adverse Effect” shall mean any change, event, condition, development, fact, violation, inaccuracy, effect or circumstance (each, an “Effect”) that, individually or taken together with all other Effects, has had or would reasonably be expected to have a material adverse effect on the business, assets, liabilities, financial condition or results of operations of the Company and its Subsidiaries, taken as a whole, or that would reasonably be expected to prevent, materially impede or materially delay the consummation of the Transactions or the performance by the Company of its obligations under this Agreement. None of the following, and no Effects arising out of, relating to or resulting from the following or the escalation or worsening of the following (in each case, by themselves or when aggregated), will, in and of itself, be deemed to be or constitute a Material Adverse Effect or will be taken into account when determining whether a Material Adverse Effect has occurred or may, would or could occur (subject to the limitations set forth below):

- (i) general economic conditions anywhere in the world;
- (ii) any conditions in the financial markets, credit markets, equity markets, debt markets, currency markets or capital markets anywhere in the world, including (a) changes in interest rates or credit ratings; (b) changes in exchange rates, or (c) any market-wide suspension of trading in securities (whether equity, debt, derivative or hybrid securities) affecting most stocks listed on any securities exchange or over-the-counter market;
- (iii) any conditions in the industries in which the Company or its Subsidiaries conduct business or in any specific jurisdiction or geographical area in which the Company or its Subsidiaries conduct business, or changes in such conditions;
- (iv) any regulatory, legislative or political conditions anywhere in the world;
- (v) any geopolitical conditions, outbreak of hostilities, armed conflicts, civil unrest, acts of war, sabotage, terrorism or military actions (including, in each case, any escalation or worsening of any of the foregoing) anywhere in the world, including an outbreak or escalation of hostilities involving the United States or any other Governmental Entity or the declaration by the United States or any other Governmental Entity of a national emergency or war;

(vi) any earthquakes, hurricanes, tsunamis, tornadoes, floods, mudslides, wildfires, nuclear incidents or other force majeure events anywhere in the world (or escalation or worsening of any such events or occurrences, including, in each case, the response of Governmental Entities);

(vii) any pandemics, epidemics, plagues, contagious disease outbreaks or other comparable events (including quarantine restrictions mandated or recommended by any Governmental Entity);

(viii) inflation or any changes in the rate of increase or decrease of inflation;

(ix) any tariffs, sanctions, trade policies or disputes or any “trade war” or similar actions anywhere in the world;

(x) any data breach, cyber-intrusion, cyberattack, cybercrime or cyberterrorism;

(xi) the announcement of or the consummation of the Transactions;

(xii) any changes or proposed changes in GAAP or other accounting standards or Law (or the enforcement or interpretation of any of the foregoing) and responses thereto, including the adoption, implementation, repeal, modification, reinterpretation or proposal thereof, changes in the regulatory accounting requirements applicable to any industry in which the Company and its Subsidiaries operate (including the adoption, implementation, repeal, modification, reinterpretation or proposal thereof);

(xiii) any changes in the price or trading volume of the Company Common Stock, in and of itself (it being understood that the cause of such change may be deemed to constitute, in and of itself, a Material Adverse Effect and may be taken into consideration when determining whether a Material Adverse Effect has occurred to the extent not otherwise excluded under this definition);

(xiv) any failure, in and of itself, by the Company and its Subsidiaries to meet (a) any public estimates or expectations of revenue, earnings or other financial performance or results of operations for any period; or (b) any budgets, plans, projections or forecasts of its revenues, earnings or other financial performance or results of operations (it being understood that the cause of any such failure in clause (a) or (b) may be deemed to constitute, in and of itself, a Material Adverse Effect and may be taken into consideration when determining whether a Material Adverse Effect has occurred to the extent not otherwise excluded under this definition);

(xv) any Legal Proceeding threatened, made or brought against the Company, any of its stockholders, executive officers or other employees or any member of the Board of Directors (or any Affiliates of any of the foregoing) in connection with, arising from or otherwise relating to the Transactions;

(xvi) the identity of, or any facts or circumstances relating to, the Purchasers or any of their Affiliates or the respective equity or debt financing sources of, or investors in, any of the foregoing;

except, in each case with respect to subclauses (i), (iii), (iv) or (v) of this definition, to the extent that such Effect has had a materially disproportionate adverse effect on the Company relative to the similarly situated companies operating in the industry in which the Company and its Subsidiaries conduct business, in which case the incremental disproportionate adverse effect of such Effect may be taken into account in determining whether a Material Adverse Effect has occurred.

“Material Contract” means any “material contract” as defined in Item 601(b)(10) of Regulation S-K promulgated by the SEC (other than those agreements and arrangements described in Item 601(b)(10)(iii) of Regulation S-K) with respect to the Company and its Subsidiaries, taken as a whole.

“Nasdaq” shall mean the Nasdaq Stock Market.

“Non-Public Information” shall have the meaning set forth in Section 3.02(c)(i).

“Permitted Lien” means (i) liens for Taxes not yet delinquent or the validity of which are being contested in good faith, (ii) liens incurred in the ordinary course of business, which (x) do not individually or in the aggregate materially detract from the value, use, or transferability of the assets that are subject to such liens and (y) were not incurred in connection with the borrowing of money, and (iii) any liens pursuant to the Company’s credit facility.

“Person” or “person” shall mean an individual, corporation, limited liability or unlimited liability company, association, partnership, trust, estate, joint venture, business trust or unincorporated organization, or a government or any agency or political subdivision thereof, or other entity of any kind or nature.

“Potential Covered Transaction” shall have the meaning set forth in Section 4.02(b).

“PRC” means the People’s Republic of China (which, solely for the purpose of this Agreement, shall exclude the Hong Kong Special Administrative Region, the Macau Special Administrative Region and Taiwan).

“Prohibited Transfers” shall have the meaning set forth in Section 4.03(a).

“Purchase Price” shall have the meaning set forth in Section 2.01.

“Purchaser” shall have the meaning set forth in the preamble hereto.

“Purchaser Affiliates” shall mean the Affiliates and Associates of a Purchaser.

“Required Permits” shall have the meaning set forth in Section 3.01(r).

“Sanctioned Country” means any country or region or government thereof that is, or has been in the last five years, the subject or target of a comprehensive embargo under applicable Trade Controls (including Cuba, Iran, North Korea, Syria and prohibited regions of Ukraine including Crimea, Donetsk People’s Republic (DNR) and Luhansk People’s Republic (LNR)).

“Sanctioned Person” means any Person that is the subject or target of applicable sanctions or restrictions under Trade Controls including: (i) any Person listed on any applicable U.S. or non-U.S. sanctions- or export-related restricted party list, including the U.S. Department of the Treasury Office of Foreign Assets Control’s (“OFAC”) List of Specially Designated Nationals and Blocked Persons, or any other OFAC, U.S. Department of Commerce Bureau of Industry and Security, or U.S. Department of State sanctions- or export-related restricted party list; (ii) any Person that is, in the aggregate, 50 percent or greater owned, directly or indirectly, or otherwise controlled, as defined in the applicable regulations, by a Person or Persons described in clause (i); or (iii) any individual or entity organized, resident or located in a Sanctioned Country.

“SEC” shall mean the U.S. Securities and Exchange Commission.

“Securities Act” shall mean the U.S. Securities Act of 1933, as amended.

“Shares” shall have the meaning set forth in the preamble hereto.

“Specified Persons” shall have the meaning set forth in Section 5.12.

“Subsidiary” shall mean, with respect to any Person, any other Person of which 50% or more of the shares of the voting securities or other voting interests are owned or controlled, or the ability to select or elect 50% or more of the directors or similar managers is held, directly or indirectly, by such first Person or one or more of its Subsidiaries, or by such first Person, or by such first Person and one or more of its Subsidiaries.

“Tax” or “Taxes” shall mean all federal, state, local, and foreign income, excise, gross receipts, premiums, gross income, ad valorem, profits, gains, property, capital, sales, transfer, use, payroll, employment, severance, withholding, license, stamp, social security, Medicare, customs, tariffs, imposts, levies, duties, fees (if in the nature of tax), intangibles, franchise, backup withholding, value-added, and other taxes imposed by a Governmental Entity, together with all interest, penalties and additions to tax imposed with respect thereto, however denominated, whether disputed or not and whether or not requiring the filing of a Tax Return.

“Tax Return” shall mean a report, return, declaration, statement, form or other document (including any attachments thereto or amendments thereto) required to be supplied to a Governmental Entity with respect to Taxes.

“Third Party” shall mean a Person other than the Purchasers or any of their Affiliates.

“Total Lock-Up Period” shall mean with respect to each Purchaser and any permitted transferee of Shares acquired by each Purchaser, the period commencing on the Closing Date and ending on the earlier of (i) six months from the Closing Date or (ii) the consummation of any Change in Control.

“Trade Controls” shall have the meaning set forth in Section 3.01(j)(ii).

“Transaction Agreements” means, collectively, this Agreement and the Investor Rights Agreement.

“Transactions” shall have the meaning set forth in Section 3.01(c).

“Voting Stock” shall mean securities of any class or kind having the power to vote generally for the election of directors, managers or other voting members of the governing body of the Company or any successor thereto.

Section 1.02 General Interpretive Principles. Whenever used in this Agreement, except as otherwise expressly provided or unless the context otherwise requires, any noun or pronoun shall be deemed to include the plural as well as the singular and to cover all genders. The name assigned to this Agreement and the section captions used herein are for convenience of reference only and shall not be construed to affect the meaning, construction or effect hereof. Whenever the words “include,” “includes,” or “including” are used in this Agreement, they shall be deemed to be followed by the words “without limitation.” Unless otherwise specified, the terms “hereto,” “hereof,” “herein” and similar terms refer to this Agreement as a whole (including the exhibits, schedules and disclosure statements hereto), and references herein to Articles or Sections refer to Articles or Sections of this Agreement. Unless otherwise specified, date or time of day in this Agreement are references to the date or time in the City of New York, New York, and when a point in time occurs and when a period of time begins and ends will be determined with reference to the date and time in the City of New York, New York.

ARTICLE II.

SALE AND PURCHASE OF THE SHARES

Section 2.01 Sale and Purchase of the Shares. Subject to the terms and conditions of this Agreement, at the Closing, the Company is issuing and selling to each Purchaser, and each Purchaser is purchasing and acquiring from the Company, such number of Shares set forth opposite each applicable Purchaser’s name under the heading “Number of Shares” on Exhibit A, for a purchase price of U.S.\$0.80 per share in cash and a total purchase price set forth opposite such Purchaser’s name under the heading “Purchase Price” on Exhibit A (with respect to each applicable Purchaser, such Purchaser’s “Purchase Price”).

Section 2.02 Closing. The closing (the “Closing”) of the purchase and sale of the Shares will take place remotely via the electronic exchange of documents on the date that is two (2) Business Days after the date hereof or such later date as may be agreed in writing by the parties hereto (such date is sometimes referred to herein as the “Closing Date”). Notwithstanding anything herein to the contrary, the Closing Date shall not be earlier than such date that the Company has executed an amendment to outstanding convertible notes.

Section 2.03 Closing Deliverables. To effect the purchase and sale of the Shares, upon the terms and subject to the conditions set forth in this Agreement, at the Closing:

- (a) The Company shall:

- (i) deliver to each Purchaser duly executed counterparts to each Transaction Agreement to which the Company is a party;
 - (ii) issue to each applicable Purchaser the respective number of Shares being purchased by such Purchaser, registered in the name of such Purchaser, against payment in full by or on behalf of such Purchaser of the applicable Purchase Price (for the avoidance of doubt, the Shares may be issued in book entry form on the books and records of the Company by the Company's transfer agent); and
 - (iii) deliver to each Purchaser a copy of the resolutions adopted by the Board of Directors in respect of the execution, delivery and performance by the Company of this Agreement, the other Transaction Agreements and the Transactions.
- (b) Each Purchaser shall:
- (i) deliver to the Company duly executed counterparts to each Transaction Agreement to which such Purchaser is a party;
 - (ii) cause a wire transfer to be made in immediately available U.S. funds to an account of the Company, designated in writing by the Company to such Purchaser, in an amount equal to such Purchaser's respective Purchase Price;
 - (iii) deliver to the Company a duly completed and executed applicable IRS Form W-8; and
 - (iv) deliver to the Company a copy of such Purchaser's corporate approvals in respect of the execution, delivery and performance by such Purchaser of this Agreement, the other Transaction Agreements and the Transactions.

ARTICLE III.

REPRESENTATIONS AND WARRANTIES

Section 3.01 Representations and Warranties of the Company. Except as disclosed in the Company Reports filed with or furnished to the SEC, the Company represents and warrants to each Purchaser, as of the date of this Agreement and as of the Closing Date, as follows:

- (a) Existence and Power. The Company is duly organized, validly existing and in good standing under the Laws of the State of Delaware and has all requisite corporate power and authority to own, operate and lease its properties and to carry on its business as it is being conducted on the date of this Agreement, and, except as would not, individually or in the aggregate, reasonably be expected to be material to the Company and the Subsidiaries, taken as a whole, or prevent, materially delay or materially impair the consummation of the Transactions, has been duly qualified as a foreign corporation for the transaction of business and is in good standing under the Laws of each other jurisdiction in which it owns or leases properties, or conducts any business, so as to require such qualification. The Company is not in violation of its charter or bylaws.

(b) Capitalization.

(i) The authorized share capital of the Company consists of 100,000,000 shares of Company Common Stock and 10,000,000 shares of preferred stock, par value \$0.001 per share (the "Company Preferred Stock"). As of March 11, 2026, there were (i) 70,478,432 shares of Company Common Stock issued and outstanding and no shares of Company Preferred Stock issued and outstanding, (ii) options to purchase an aggregate of 1,297,035 shares of Company Common Stock issued and outstanding, (iii) 4,280,882 shares of Company Common Stock underlying the Company's restricted stock unit and restricted stock awards and (iv) convertible notes with an aggregate principal amount of \$25,239,520 convertible into 21,032,933 shares of Company Common Stock issued and outstanding. All outstanding shares of Company Common Stock are (x) duly authorized, validly issued, fully paid and nonassessable, (y) are not subject to and were not issued in violation of any preemptive or similar right, purchase option, call or right of first refusal or similar right and (z) were issued in material compliance with applicable U.S. and other applicable securities Laws. Except as set forth above, the Company has not issued any securities the holders of which have the right to vote with the stockholders of Company on any matter.

(ii) Except as provided in this Agreement, as set forth in or contemplated by this Section 3.01(b) or for agreements or commitments by the Company to grant equity awards to employees and new hires in the ordinary course of business, there are no (a) outstanding shares of capital stock of, or other equity or voting interest in, the Company, (b) outstanding securities of the Company convertible into or exchangeable for shares of capital stock of, or other equity or voting interest in, the Company, (c) existing options, warrants, calls, preemptive (or similar) rights, subscriptions or other rights, agreements or commitments obligating the Company to issue, transfer or sell, or cause to be issued, transferred or sold, any capital stock of the Company or any securities convertible into or exchangeable for such capital stock, and (d) current outstanding contractual obligations of the Company to repurchase, redeem or otherwise acquire any of its shares of capital stock.

(c) Authorization. The Company has the requisite corporate power and authority to (i) execute and deliver the Transaction Agreements, (ii) perform its obligations under the Transaction Agreements and (iii) consummate the transactions contemplated therein (collectively, the "Transactions"). The execution and delivery of the Transaction Agreements and the consummation of the Transactions have been duly authorized by the Board of Directors, and all other necessary corporate action on the part of the Company. Assuming that this Agreement constitutes the valid and binding obligation of each Purchaser, this Agreement is a valid and binding obligation of the Company, enforceable against the Company in accordance with its terms, subject to the limitation of such enforcement by (A) the effect of bankruptcy, insolvency, reorganization, receivership, conservatorship, arrangement, moratorium or other Laws affecting or relating to creditors' rights generally or (B) the rules governing the availability of specific performance, injunctive relief or other equitable remedies and general principles of equity, regardless of whether considered in a proceeding in equity or at Law (the "Enforceability Exceptions").

(d) Valid Issuance. The Shares have been duly authorized by all necessary corporate action of the Company. When issued and sold against receipt of the consideration therefor, the Shares will be validly issued, fully paid and nonassessable and free of pre-emptive or similar rights.

(e) Subsidiaries.

(i) Each Subsidiary of the Company (i) has been duly organized and is validly existing in good standing (to the extent that the concept of “good standing” is recognized by the applicable jurisdiction) under the Laws of its jurisdiction of organization and (ii) has the requisite corporate or entity power and authority to carry on its respective business as it is presently being conducted and to own, lease or operate its respective properties and assets, except where the failure to be in good standing or to have such power or authority would not, individually or in the aggregate, reasonably be expected to be material to the Company and the Subsidiaries, taken as a whole, or prevent, materially delay or materially impair the consummation of the Transactions. Each Subsidiary of the Company is duly qualified to do business and in good standing in each jurisdiction where the character of its properties owned or leased or the nature of its activities make such qualification necessary (to the extent that the concept of “good standing” is applicable in the case of any jurisdiction outside the United States), except where the failure to be so qualified or in good standing would not, individually or in the aggregate, reasonably be expected to be material to the Company and the Subsidiaries, taken as a whole, or prevent, materially delay or materially impair the consummation of the Transactions. Except as would not, individually or in the aggregate, reasonably be expected to be material to the Company and the Subsidiaries, taken as a whole, or prevent, materially delay or materially impair the consummation of the Transactions, no Subsidiary of the Company is in violation of its charter, bylaws or other similar organizational documents.

(ii) All of the outstanding capital stock of, or other equity or voting interest in, each Subsidiary of the Company (i) has been duly authorized, validly issued and is fully paid and non-assessable (to the extent that such concepts are applicable to the equity or voting interests of such Subsidiary); and (ii) is owned, directly or indirectly, by the Company, free and clear of all liens and any other restriction (other than Permitted Liens). Other than the Subsidiaries, the Company and its Subsidiaries do not own any equity interest in any other Person (other than equity in publicly traded entities held for cash management purposes).

(f) Non-Contravention; No Consents. The execution and delivery of the Transaction Agreements and the issuance of the Shares in accordance with its terms does not conflict with, violate or result in a breach of any provision of, or constitute a default under, or result in the termination of or accelerate the performance required by, or result in a right of termination or acceleration under, (i) the certificate of incorporation or bylaws of the Company, (ii) any mortgage, note, indenture, deed of trust, lease, loan agreement or other agreement binding upon the Company or any of its Subsidiaries, or (iii) any permit, license, judgment, order, decree, ruling or injunction applicable to the Company or any of its Subsidiaries, other than in the cases of clauses (ii) and (iii), as would not, individually or in the aggregate, reasonably be expected to be material to the Company and the Subsidiaries, taken as a whole, or prevent, materially delay or materially impair the consummation of the Transactions. Assuming the accuracy of the representations of the Purchasers set forth herein, other than (A) any consent, approval, order, authorization, registration, declaration or filing primarily resulting from the identity of, or any facts or circumstances relating to, the Purchasers, (B) any required filings pursuant to the Exchange Act or the rules of the SEC or the Nasdaq or (C) as have been obtained prior to the date of this Agreement, no consent, approval, order or authorization of, or registration, declaration or filing with, any Governmental Entity is required on the part of the Company or any of its Subsidiaries in connection with the execution and delivery of the Transaction Agreements and the issuance of the Shares in accordance with its terms, except, in each case, for any consent, approval, order, authorization, registration, declaration, filing, exemption or review the failure of which to be obtained or made would not, individually or in the aggregate, reasonably be expected to be material to the Company and the Subsidiaries, taken as a whole, or prevent, materially delay or materially impair the consummation of the Transactions.

(g) Reports; Financial Statements.

(i) The Company has filed or furnished, as applicable (A) its annual report on Form 10-K for the fiscal year ended December 31, 2025, (B) its proxy statement relating to the annual meeting of the stockholders of the Company held in 2026 and (C) all other forms, reports, schedules and other statements required to be filed or furnished by it with the SEC under the Exchange Act or the Securities Act since December 31, 2025 through the date of this Agreement (collectively, the "Company Reports"). As of its respective date, and, if amended, as of the date of the last such amendment, each Company Report complied in all material respects as to form with the applicable requirements of the Securities Act and the Exchange Act, and any rules and regulations promulgated thereunder applicable to such Company Report. As of its respective date, and, if amended, as of the date of the last such amendment, no Company Report contained any untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary to make the statements made therein, in light of the circumstances in which they were made, not misleading. No Subsidiary of the Company is required to file any forms, reports or documents with the SEC.

(ii) The consolidated balance sheet, and the related consolidated statement of income, changes in stockholders' equity and cash flows, included in the Company Reports filed with the SEC under the Exchange Act: (A) have been prepared from, and are in accordance with, the books and records of the Company and its Subsidiaries, (B) fairly present, in all material respects, the consolidated financial position of the Company and its consolidated Subsidiaries as of the dates shown and the results of the consolidated operations, changes in stockholders' equity and cash flows of the Company and its consolidated Subsidiaries for the respective fiscal periods or as of the respective dates therein set forth, (C) have been prepared in accordance with GAAP consistently applied during the periods involved, except as otherwise set forth therein or in the notes thereto and (D) otherwise comply with the requirements of the SEC.

(iii) The Company has established and maintains a system of internal accounting controls that are effective in all material respects in providing reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements in accordance with GAAP, including policies and procedures that (i) require the maintenance of records that in reasonable detail accurately and fairly reflect the transactions and dispositions of the assets of the Company and its Subsidiaries; (ii) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with GAAP and that receipts and expenditures of the Company and its Subsidiaries are being made only in accordance with appropriate authorizations of the Company's management and the Board of Directors; and (iii) provide assurance regarding prevention or timely detection of unauthorized acquisition, use or disposition of the assets of the Company and its Subsidiaries. Since January 2020, neither the Company nor, to the knowledge of the Company, the Company's independent registered public accounting firm has identified or been made aware of (A) any significant deficiency or material weakness (each as defined in Rule 13a-15(f) of the Exchange Act) in the system of internal control over financial reporting utilized by the Company and its Subsidiaries that has not been subsequently remediated; or (B) any fraud that involves the Company's management or other employees who have a role in the preparation of financial statements or the internal control over financial reporting utilized by the Company and its Subsidiaries.

(h) Absence of Certain Changes. Since December 31, 2025, until the date of this Agreement, no events, changes or developments have occurred that have had or would reasonably be expected to have a Material Adverse Effect.

(i) No Undisclosed Liabilities, etc. There are no liabilities of the Company or any of its Subsidiaries of any kind that would be required by GAAP to be reflected on the face of the balance sheet, except (i) liabilities disclosed, reflected or reserved against in the financial statements and the notes thereto contained in the Company Reports, (ii) liabilities incurred since December 31, 2024 in the ordinary course of business and (iii) liabilities that would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

(j) Compliance with Applicable Law.

(i) General Compliance. Each of the Company and its Subsidiaries is complying in all material respects with, and is not in default or violation in any material respect of, any Law, statute, order, rule, regulation, policy or guideline of any federal, state or local governmental authority applicable to the Company or such Subsidiary or to the conduct of the business operations of the Company and its Subsidiaries.

(ii) Export Controls. Except as would not reasonably be expected to be material to the Company, neither the Company nor any of its Subsidiaries, nor any of their respective officers, directors or employees, nor to the knowledge of the Company, any agent or other third party representative acting on behalf and at the direction of the Company or any of its Subsidiaries (“Company Relevant Persons”), is currently, or has been in the five years prior to the date of this Agreement: (i) a Sanctioned Person, (ii) organized, resident or located in a Sanctioned Country, (iii) engaged in any dealings or transactions with or for the benefit of any Sanctioned Person or in any Sanctioned Country in violation of applicable United States or non-U.S. Laws relating to export, reexport, transfer and import controls, trade or economic sanctions, or U.S. anti-boycott Laws (collectively, “Trade Controls”), or (iv) otherwise in material violation of applicable Trade Controls.

(iii) Anti-Bribery and Trade Controls Compliance. Neither the Company nor any of its Subsidiaries has, within the five years preceding the date of this Agreement, received from any Governmental Entity or other Person any notice, inquiry or allegation, or made any disclosure to a Governmental Entity, in each case, related to a material violation of Trade Controls.

(k) Legal Proceedings; Order.

(i) Neither the Company nor any of its Subsidiaries is a party to any, and there are no pending, or to the knowledge of the Company, threatened (in writing), legal, administrative, arbitral or other proceedings, claims, actions or governmental investigations of any nature against the Company or any of its Subsidiaries that have had or would reasonably be expected to have a Material Adverse Effect.

(ii) Neither the Company nor any of its Subsidiaries is subject to any order, judgment or decree of a Governmental Entity that has had or would, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect To the knowledge of the Company, there is no investigation or review pending or threatened in writing by any Governmental Entity with respect to a material violation of Law by the Company or any of its Subsidiaries.

(l) No Registration. Assuming the accuracy of the representations and warranties set forth in Section 3.02, as of the Closing, it is not necessary in connection with the issuance of the Shares to register the Shares under the Securities Act or to qualify or register them under applicable U.S. state securities Laws. None of the Company, its Subsidiaries or their respective Affiliates or any Person acting on its or their behalf have engaged in any “directed selling efforts” within the meaning of Rule 902 of Regulation S under the Securities Act or any form of general solicitation or general advertising within the meaning of Rule 502(c) under the Securities Act with respect to the Shares.

(m) Investment Company Act. The Company is not, and immediately after receipt of the applicable Purchase Price will not be, an “investment company” within the meaning of the Investment Company Act of 1940, as amended.

(n) Material Contracts. Each Material Contract is valid and binding on the Company or each such Subsidiary of the Company party thereto and is in full force and effect, except for such failures to be in full force and effect that would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect. None of the Company, any of its Subsidiaries party thereto or, to the knowledge of the Company, any other party thereto, is in breach of or default pursuant to any Material Contract, and no event has occurred that would constitute such a breach or default pursuant to any Material Contract by the Company or any of its Subsidiaries, or, to the knowledge of the Company, any other party thereto, except for such breaches and defaults that would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect. Neither the Company nor any of its Subsidiaries have received written notice from any counterparty to any Material Contract that such other party intends to terminate or renegotiate in any material respects the terms of any such Material Contract.

(o) Ownership of Assets.

(i) Neither the Company nor any of its Subsidiaries owns or has ever owned any real property.

(ii) Except as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect (i) the Company or one of its Subsidiaries has valid leasehold estates in the Leased Real Property, free and clear of all liens (other than Permitted Liens); (ii) neither the Company nor any of its Subsidiaries is in breach of or default pursuant to any Lease, nor does there exist a fact or circumstance that, with the passing of time or the giving of notice, would become a breach or default pursuant to any Lease or permit the termination, modification or acceleration of rent under such Lease; (iii) each Lease is legal, valid, binding, enforceable and in full force and effect, except as such enforceability may be limited by the Enforceability Exceptions; (iv) neither the Company nor its Subsidiaries has subleased, licensed or otherwise granted any Person the right to use or occupy any portion of such Leased Real Property; and (v) except pursuant to Permitted Liens, the Company has not collaterally assigned or granted any other security interest in any such Lease or any interest therein.

(p) Intellectual Property. Except as would not individually or in the aggregate, reasonably be expected to have a Material Adverse Effect, all Intellectual Property Rights used in business of the Company or its Subsidiaries as currently being conducted are either (A) owned by the Company or one (1) or more of its Subsidiaries or (B) is used by the Company or one (1) or more of its Subsidiaries pursuant to a valid license. To the knowledge of the Company, there are no material infringements or other material violations of any Intellectual Property Rights owned by the Company or any of its Subsidiaries by any Third Party. Except as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect, the Company and its Subsidiaries have taken all reasonable actions to maintain and protect each item of Intellectual Property Rights. To the knowledge of the Company, the conduct of the business of the Company and its Subsidiaries does not infringe or otherwise violate any intellectual property or other proprietary rights of any other person in material respects, and there is no Legal Proceeding pending or, to the knowledge of the Company, threatened alleging any such infringement or violation or challenging the Company’s or any of its Subsidiaries’ rights in or to any Intellectual Property Rights which, in each case, either individually or in the aggregate, would reasonably be expected to have a Material Adverse Effect.

(q) Employment Matters.

(i) Union Activities. Neither the Company nor any of its Subsidiaries is a party to any collective bargaining agreement, labor union contract or trade union agreement (collectively, "Labor Agreements"). To the knowledge of the Company, there are no activities or proceedings of any labor or trade union (collectively, "Labor Entities") to organize any employees of the Company or any of its Subsidiaries with regard to their employment with the Company or any of its Subsidiaries that would be material to the Company and its Subsidiaries, taken as a whole.

(ii) Employment Law Compliance. The Company and its Subsidiaries are in compliance in all material respects with applicable Laws and orders with respect to labor, employment, fair employment practices (including equal employment opportunity Laws), terms and conditions of employment, classification of employees, workers' compensation, occupational safety and health, immigration, affirmative action, employee and data privacy, plant closings, and wages and hours. There is no pending or, to the knowledge of the Company, threatened charge, complaint, arbitration, audit or investigation brought by or on behalf of, or otherwise involving, any current or former employee, any person alleged to be a current or former employee, any applicant for employment, or any class of the foregoing, or any Governmental Entity, that involve the labor or employment relations and practices of the Company or any of its Subsidiaries that could reasonably be expected to result, individually or in the aggregate, in any material liability to the Company or any of its Subsidiaries.

(iii) Employee Benefit Plan. Each Employee Benefit Plan is in compliance with its terms and the requirements of all applicable Laws in all material respects. All employer and employee contributions to each Employee Benefit Plan required by the terms of such Employee Benefit Plan or by the applicable Laws have been made, or, if applicable, accrued in accordance with normal accounting practices and in compliance in all material respects with its terms and the requirements of all applicable Laws. Each Employee Benefit Plan required to be registered has been registered and has been maintained in good standing with applicable Governmental Entities.

(r) Permits. Except as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect (a) the Company and its Subsidiaries hold, to the extent legally required, all permits, authorizations, licenses, variances, clearances, consents, commissions, franchises, exemptions and approvals from Governmental Entities that are required for the operation of the business of the Company and its Subsidiaries as currently conducted (collectively, the “Required Permits”), (b) the Company and its Subsidiaries are in compliance with the terms of the Required Permits and (c) no suspension or cancellation of any of the Required Permits is pending or, to the knowledge of the Company, threatened.

(s) Insurance. Except as would not individually or in the aggregate, reasonably be expected to have a Material Adverse Effect, each of the insurance policies and all self-insurance programs and arrangements relating to the business, assets and operations of the Company and its Subsidiaries is in full force and effect in all material respects, and neither the Company nor any of its Subsidiaries has received any notice regarding any cancellation or invalidation of any such insurance policy other than in connection with ordinary renewals.

(t) Related Party Transactions. Except for indemnification, compensation or other employment arrangements in the ordinary course of business, to the knowledge of the Company, there are no contracts, transactions, arrangements or understandings between the Company or any of its Subsidiaries, on the one hand, and any Affiliate (including any director or officer) thereof, but not including any wholly owned Subsidiary of the Company, on the other hand, that would be required to be disclosed pursuant to Item 404 of Regulation S-K promulgated by the SEC in the Company’s Form 10-K or proxy statement pertaining to an annual meeting of stockholders that have not been so disclosed.

(u) Taxes and Tax Returns. Except as has not had and would not, individually or in the aggregate, have a Material Adverse Effect:

(i) the Company and each of its Subsidiaries has timely filed (taking into account all applicable extensions) all Tax Returns required to be filed by it, and all such Tax Returns were correct and complete in all respects, and the Company and each of its Subsidiaries has paid (or has had paid on its behalf) to the appropriate Governmental Entity all Taxes that are required to be paid by it, except, in each case, with respect to matters contested in good faith or for which adequate reserves have been established in accordance with GAAP;

(ii) there are no disputes pending, or claims asserted in writing, in respect of Taxes of the Company or any of its Subsidiaries for which reserves that are adequate under GAAP have not been established; and

(iii) no audits or other examinations or other proceedings with respect to material Taxes of the Company or any of its Subsidiaries are presently in progress, have been asserted or proposed in writing, or, to the knowledge of the Company, threatened, and have not been resolved.

(v) Brokers and Finders. The Company has not retained, utilized or been represented by, or otherwise become obligated to, any broker, placement agent, financial advisor or finder in connection with the transactions contemplated by this Agreement whose fees the Purchasers would be required to pay.

(w) No Additional Representations.

(i) The Company acknowledges that the Purchasers do not make any representation or warranty as to any matter whatsoever except as expressly set forth in Section 3.02, and specifically (but without limiting the generality of the foregoing), that, except as expressly set forth in Section 3.02, each Purchaser makes no representation or warranty with respect to: (A) any matters relating to such Purchaser, its business, financial condition, results of operations, prospects or otherwise, (B) any projections, estimates or budgets delivered or made available to Company (or any of its Affiliates, officers, directors, employees or other representatives of any of the foregoing) of future revenues, results of operations (or any component thereof), cash flows or financial condition (or any component thereof) of such Purchaser and its Purchaser Affiliates or (C) the future business and operations of such Purchaser and its Purchaser Affiliates. The Company has not relied on or been induced by any information or any other representations or warranties (whether express or implied or made orally or in writing) not expressly set forth in Section 3.02, except that nothing herein shall limit or affect Company's rights or remedies in respect of any claim for fraud.

(ii) The Company acknowledges and agrees that, except for the representations and warranties expressly set forth in Section 3.02, (A) no person has been authorized by any Purchaser or any Purchaser Affiliate to make any representation or warranty relating to itself or its business or otherwise in connection with the transactions contemplated hereby, and if made, such representation or warranty must not be relied upon by the Company as having been authorized by any Purchaser or any Purchaser Affiliate, and (B) any estimates, projections, predictions, data, financial information, memoranda, presentations or any other materials or information provided or addressed to the Company or its representatives are not and shall not be deemed to be or include representations or warranties of any Purchaser unless any such materials or information are the subject of any express representation or warranty set forth in Section 3.02.

Section 3.02 Representations and Warranties of the Purchasers. Each Purchaser represents and warrants to the Company, severally and not jointly, as of the date of this Agreement and as of the Closing Date, as follows:

(a) Organization; Ownership. Each Purchaser is a Person, duly organized, validly existing and in good standing under the Laws of their respective jurisdiction of incorporation as set forth on Exhibit A and has all requisite power and authority to own, operate and lease its properties and to carry on its business as it is being conducted on the date of this Agreement.

(b) Authorization; Sufficient Funds; No Conflicts.

(i) Each Purchaser has full power and authority to execute and deliver this Agreement and to consummate the Transactions. The execution and delivery by such Purchaser of this Agreement and the consummation of the Transactions have been duly authorized by all necessary action on behalf of such Purchaser. No other proceedings on the part of such Purchaser are necessary to authorize the execution and delivery by such Purchaser of this Agreement and consummation of the Transactions. This Agreement has been duly and validly executed and delivered by such Purchaser. Assuming this Agreement constitutes the valid and binding obligation of the Company, this Agreement is a valid and binding obligation of such Purchaser, enforceable against such Purchaser in accordance with its terms, subject to the limitation of such enforcement by the Enforceability Exceptions.

(ii) Such Purchaser has cash in immediately available funds or uncalled and unrestricted capital commitments in excess of its respective Purchase Price.

(iii) The execution, delivery and performance of this Agreement by such Purchaser, the consummation by such Purchaser of the Transactions and the compliance by such Purchaser with any of the provisions hereof and thereof will not conflict with, violate or result in a breach of any provision of, or constitute a default under, or result in the termination of or accelerate the performance required by, or result in a right of termination or acceleration under, (A) any provision of such Purchaser's organizational documents, (B) any mortgage, note, indenture, deed of trust, lease, loan agreement or other agreement binding upon such Purchaser or its Affiliates or (C) any permit, license, judgment, order, decree, ruling or injunction applicable to such Purchaser or its Affiliates, other than in the cases of clauses (B) and (C) as would not, individually or in the aggregate, reasonably be expected to be material to such Purchaser or its Affiliates, or prevent, materially delay or materially impair the consummation of the Transactions. Except as otherwise provided in Section 4.02(b), no consent, approval, order or authorization of, or registration, declaration or filing with, or exemption or review by, any Governmental Entity is required on the part of such Purchaser in connection with the execution and delivery by such Purchaser of this Agreement and the consummation by such Purchaser of the Transactions, except for any consent, approval, order, authorization, registration, declaration, filing, exemption or review the failure of which to be obtained or made, individually or in the aggregate, would not, individually or in the aggregate, reasonably be expected to be material to such Purchaser or its Affiliates, or prevent, materially delay or materially impair the consummation of the Transactions.

(c) Securities Act Representations.

(i) Such Purchaser is an accredited investor (as defined in Rule 501 of the Securities Act) and is aware that the sale of the Shares is being made in reliance on a private placement exemption from registration under the Securities Act. Such Purchaser is acquiring the Shares for its own account, and not with a view toward, or for sale in connection with, any distribution thereof in violation of any federal or state securities or “blue sky” law, or with any present intention of distributing or selling the Shares in violation of the Securities Act. Such Purchaser has sufficient knowledge and experience in financial and business matters so as to be capable of evaluating the merits and risks of its investment in the Shares and is capable of bearing the economic risks of such investment. Such Purchaser has been provided a reasonable opportunity to undertake and has undertaken such investigation and has been provided with and has evaluated such documents and information as it has deemed necessary to enable it to make an informed and intelligent decision with respect to the execution, delivery and performance of this Agreement. Such Purchaser understands and acknowledges that (A) the Company is in possession of material non-public information regarding the Company (collectively, the “Non-Public Information”) that may be material to a reasonable investor, such as such Purchaser, when making investment decisions, including the decision to enter into this Agreement; and (B) such Purchaser’s decision to enter into this Agreement is being made with full recognition and acknowledgment that the Company is in possession of the Non-Public Information. The Company represents and warrants that, as of the date of this Agreement, no Non-Public Information has been withheld from the Purchasers that would reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect. Subject to the Company’s representation and warranty in the immediately preceding sentence, each Purchaser waives any claim, or potential claim, it has or may have against the Company relating to the Company’s possession of Non-Public Information. Notwithstanding the foregoing, nothing herein shall limit or affect each Purchaser’s rights or remedies in respect of any claim for common law, intentional fraud under the Laws of the State of Delaware with respect to the making of the representations and warranties set forth in Section 3.01.

(ii) Such Purchaser has no current intent or purpose to take any action that would be a violation of this Agreement.

(iii) None of such Purchaser or any of its Affiliates is acting in concert, and none of such Purchaser or any of its Affiliates has any agreement or understanding, with any Person that is not a Purchaser Affiliate, and none of such Purchaser or any of its Affiliates is otherwise a member of a “group” (as such term is used in Section 13(d)(3) of the Exchange Act), except with such Purchaser’s Purchaser Affiliates, with respect to the Company or its securities.

(d) Brokers and Finders. Such Purchaser has not retained, utilized or been represented by, or otherwise become obligated to, any broker, placement agent, financial advisor or finder in connection with the transactions contemplated by this Agreement whose fees the Company would be required to pay.

(e) Ownership of Shares. Such Purchaser does not Beneficially Own any shares of Company Common Stock (without giving effect to the Transactions).

(f) No Additional Representations.

(i) Such Purchaser acknowledges that the Company does not make any representation or warranty as to any matter whatsoever except as expressly set forth in Section 3.01 and Section 3.02(c)(i), and specifically (but without limiting the generality of the foregoing), that, except as expressly set forth in Section 3.01, the Company makes no representation or warranty with respect to: (A) any matters relating to the Company, its business, financial condition, results of operations, prospects or otherwise, (B) any projections, estimates or budgets delivered or made available to any Purchaser (or any of their respective Purchaser Affiliates or any officers, directors, employees or other representatives of the foregoing) of future revenues, results of operations (or any component thereof), cash flows or financial condition (or any component thereof) of the Company and its Subsidiaries or (C) the future business and operations of the Company and its Subsidiaries. Such Purchaser has not relied on or been induced by any information or any other representations or warranties (whether express or implied or made orally or in writing) not expressly set forth in Section 3.01 and Section 3.02(c)(i), except that nothing herein shall limit or affect such Purchaser's rights or remedies in respect of any claim for common law, intentional fraud under the Laws of the State of Delaware with respect to the making of the representations and warranties set forth in Section 3.01.

(ii) Such Purchaser has conducted its own independent review and analysis of the business, operations, assets, liabilities, results of operations, financial condition and prospects of the Company and its Subsidiaries and acknowledges such Purchaser has been provided with sufficient access for such purposes. Such Purchaser acknowledges and agrees that, except for the representations and warranties expressly set forth in Section 3.01 (A) no person has been authorized by the Company to make any representation or warranty relating to itself or its business or otherwise in connection with the transactions contemplated hereby, and if made, such representation or warranty must not be relied upon by such Purchaser as having been authorized by the Company, and (B) any estimates, projections, predictions, data, financial information, memoranda, presentations or any other materials or information provided or addressed to any Purchaser (or any of their respective Purchaser Affiliates or any officers, directors, employees or other representatives of the foregoing) shall not be deemed to be or include representations or warranties of the Company unless any such materials or information are the subject of any express representation or warranty set forth in Section 3.01.

ARTICLE IV.

ADDITIONAL AGREEMENTS

Section 4.01 Taking of Necessary Action. Each party agrees to use its reasonable best efforts promptly to take or cause to be taken all action and promptly to do or cause to be done all things necessary, proper or advisable under applicable Laws and regulations to consummate and make effective the sale and purchase of the Shares at the Closing in accordance with the terms and conditions hereof and compliance with applicable Law.

(a) Each of the Purchasers shall, and shall cause their respective Affiliates to, use reasonable best efforts to take any and all actions that are necessary to obtain all consents, approvals and waivers from any Governmental Entity required in connection with any regulatory filings, approvals, consents or reviews required in connection with the Transactions, including by (i) taking any and all actions required by any such Governmental Entity in connection with such filings, consents, approvals, waivers and reviews, (ii) responding to inquiries by any such Governmental Entity, and (iii) submitting additional information requested or required by any such Governmental Entity, in each case, to the extent necessary to obtain any such consents, approvals or waivers. The Company and the Purchasers shall cooperate with each other in good faith and reasonably consult with each other in connection with any such regulatory filings, notifications, or submissions required in connection with the Transactions. In connection therewith, each of the Company and the Purchasers agrees to (A) give each other reasonable advance notice of all meetings with any Governmental Entity involving such party or its Affiliates, (B) give each other an opportunity to participate in each of such meetings, and (C) keep each other apprised with respect to any communications with any Governmental Entity. Each party shall provide the other with a reasonable opportunity to review and comment on any material written or oral communications with any Governmental Entity in connection therewith and shall consider such comments in good faith. Any such disclosures, rights to participate or provisions of information by one party to the other may be made on a counsel-only basis to the extent required under applicable Law or as agreed by the parties. Notwithstanding anything to the contrary in this Agreement, nothing shall require the Company or any of its Affiliates to agree to any conditions, restrictions, undertakings or remedial measures, or take any other action, with respect to its business or operations requested or required by any Governmental Entity in connection with any filings, consents, approvals, waivers and reviews with respect to the Transactions, and nothing shall require any Purchaser or any of its Affiliates to agree to any conditions, restrictions, undertakings or remedial measures, or take any other action, that would reasonably be expected to materially and adversely affect such Purchaser or any of its Affiliates.

(b) If and only if CFIUS requests in writing or requires information or a filing with respect to the Transactions or any other prior or contemplated investment or other transaction between the Purchasers and the Company (collectively, the "Potential Covered Transaction"), the Company and the applicable Purchasers shall, and shall cause their respective Affiliates to, make such filings or submissions to CFIUS as may be required, cooperate with respect thereto and use reasonable best efforts to obtain CFIUS Approval with respect to such Potential Covered Transaction, in each case in accordance with Section 4.02(a). For the avoidance of doubt, no party shall be obligated to initiate or make a joint voluntary notice or declaration with CFIUS unless CFIUS formally requests or requires such a filing.

(c) If CFIUS or another Governmental Entity requires any Purchaser to divest the Shares or any other investment in connection with a Potential Covered Transaction, as applicable (the “Required Divestiture”), the applicable parties shall cooperate in good faith on the timeline mandated by the applicable Governmental Entity to effectuate the Required Divestiture to the Company (on terms mutually agreed by the Company and the applicable Purchaser). Should the Company decline to acquire some or all of the securities to be divested as part of the Required Divestiture, then the Company and the applicable Purchasers will cooperate to find a mutually agreeable Third Party to effectuate such Required Divestiture. Should the Company and the applicable Purchasers not identify a mutually agreeable Third Party to effectuate such Required Divestiture, then the Company and the applicable Purchasers will cooperate in good faith to enable such Purchasers to sell the securities to be divested as part of the Required Divestiture in an appropriate public offering reasonably acceptable to both the applicable Purchasers and the Company.

Section 4.03 Lock-Up.

(a) Each Purchaser shall not, without the Company’s prior written consent, directly or indirectly, during the Total Lock-Up Period, (i) sell, offer, transfer, assign, mortgage, hypothecate, gift, pledge or dispose of, enter into or agree to enter into any contract, option or other arrangement or understanding with respect to the sale, transfer, pledge, mortgage, hypothecation, gift, assignment or similar disposition of (any of the foregoing, a “transfer”), any of the Shares, except for (A) transfers to one or more Affiliates of such Purchaser, in each case, who agree with the Company in writing to be bound by the terms of this Agreement; (B) transfers in connection with a Required Divestiture (and, in each case, otherwise in compliance with the terms of this Agreement); or (C) transfers to other Purchasers, or their respective Affiliates who, in each case, agree with the Company in writing to be bound by the terms of this Agreement; or (ii) enter into or engage in any hedge, swap, short sale, derivative transaction or other agreement or arrangement that transfers to any Third Party, directly or indirectly, in whole or in part, any of the economic consequences of ownership of the Shares, except, in each case, for customary margin loan arrangements with bona fide financial institutions that do not result in a disposition of legal or beneficial ownership (such actions in clauses (i) and (ii), “Prohibited Transfers”).

(b) Prior to any transfer of any Shares (except for any transfer by a Purchaser to one or more of its Affiliates, any other Purchasers or any Affiliates of such other Purchasers), whether during or following the Total Lock-Up Period, the transferring Purchaser shall promptly deliver to the Company written notice of the intended transfer of such Shares (the “Disposition Notice”), including to the extent applicable, the terms and conditions of such transfer (which need not include, in the case of an underwritten public offering at then-prevailing market prices, the per share price at which the Shares are proposed to be sold) and the identity of the proposed transferee; and (2) the Company shall, for a period of five (5) Business Days following receipt of the Disposition Notice (“Company Offer Period”), have the right to purchase some or all of such Shares, upon substantially the same terms and conditions specified in the Disposition Notice (and, in the case of an underwritten public offering, at then-prevailing market prices), or upon such other terms and conditions agreed between the Company and such Purchaser. Company’s right to purchase such Shares shall automatically expire, and such Purchaser shall be entitled to freely transfer its Shares to its proposed transferee(s) upon the terms and conditions specified in the Disposition Notice (and, in the case of an underwritten public offering, at then-prevailing market prices), subject to applicable Law, in each case, on the first calendar day following the expiration of the Company Offer Period.

Section 4.04 Use of Proceeds. The Company covenants and agrees that the net proceeds from the sale of the Shares shall be used solely to fund the general corporate and working capital needs of the Company.

Section 4.05 Securities Laws; Restrictive Legends.

(a) Each Purchaser acknowledges and agrees that, as of the Closing Date, the Shares have not been registered under the Securities Act or the securities Laws of any state and that they may be sold or otherwise disposed of only in one or more transactions registered under the Securities Act and, where applicable, such Laws, or as to which an exemption from the registration requirements of the Securities Act and, where applicable, such Laws, is available. Notwithstanding the foregoing, the Company agrees to provide customary Rule 144 and Regulation S information and cooperation to facilitate resales by each Purchaser in compliance with this Agreement. Subject to the terms of this Agreement, the Company shall register the Shares, and provide such other information and facilitation of the resale by each Purchaser of the Shares, in each case accordance with the terms and subject to the and conditions set forth in the Investor Rights Agreement.

(b) Each Purchaser acknowledges and agrees that the Shares may bear one or more legends in substantially the following form and substance:

“THESE SECURITIES ARE BEING OFFERED TO INVESTORS WITHOUT REGISTRATION WITH THE UNITED STATES SECURITIES AND EXCHANGE COMMISSION UNDER THE SECURITIES ACT OF 1933, AS AMENDED (“THE SECURITIES ACT”) IN RELIANCE UPON REGULATION D PROMULGATED UNDER THE SECURITIES ACT. TRANSFER OF THESE SECURITIES IS PROHIBITED, EXCEPT THAT THESE SECURITIES, AND ANY SECURITIES ISSUABLE UPON CONVERSION THEREOF, MAY BE TRANSFERRED, SOLD OR OTHERWISE DISPOSED OF ONLY (i) PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT, (ii) IN COMPLIANCE WITH RULE 144 OR ANOTHER AVAILABLE EXEMPTION FROM REGISTRATION, OR (iii) AS PERMITTED UNDER CERTAIN AGREEMENTS BETWEEN ISSUER AND THE HOLDER THEREOF”

In addition, the Shares may contain a legend regarding affiliate status of the Purchasers, if applicable.

(a) During the Total Lock-up Period:

(i) Each Purchaser shall, and shall cause any of its Affiliates that holds shares of Company Common Stock to, take all actions (including, if applicable, through the execution of one or more written consents if stockholders of the Company are requested to vote through the execution of an action by written consent in lieu of any annual or special meeting of stockholders of the Company) at each meeting of the stockholders of the Company as may be required so that all shares of Company Common Stock Beneficially Owned, directly or indirectly, by any of the foregoing are voted in the same relative proportions (“for,” “against,” “withheld,” “abstain” or otherwise) as the votes that are collectively cast by all other stockholders of the Company (excluding the Purchasers or any of their Affiliates).

(ii) Each Purchaser shall, and shall (to the extent necessary to comply with this Section 4.06) cause any of its Affiliates that holds shares of Company Common Stock to, to be present, in person or by proxy, at all meetings of the stockholders of the Company so that all shares of issued and outstanding Company Common Stock Beneficially Owned by any of the foregoing from time to time may be counted for the purposes of determining the presence of a quorum and voted in accordance with Section 4.06(a)(i) at such meetings (including at any adjournments or postponements thereof). The foregoing provision shall also apply to the execution by such persons of any written consent in lieu of a meeting of holders of shares of Company Common Stock.

(b) The voting restrictions under Section 4.06(a) shall cease to apply commencing on the first calendar day following the end of the Total Lock-Up Period.

Section 4.07 Lost, Stolen, Destroyed or Mutilated Securities. Upon receipt of evidence satisfactory to the Company of the loss, theft, destruction or mutilation of any certificate for any security of the Company and, in the case of loss, theft or destruction, upon delivery of an undertaking by the holder thereof to indemnify the Company (and, if requested by the Company, the delivery of an indemnity bond sufficient in the judgment of the Company to protect the Company from any loss it may suffer if a certificate is replaced), or, in the case of mutilation, upon surrender and cancellation thereof, the Company will issue a new certificate or, at the Company’s option, a share ownership statement representing such securities for an equivalent number of shares or another security of like tenor, as the case may be.

Section 4.08 Certain Tax Matters. Notwithstanding anything herein to the contrary, the Company shall have the right to deduct and withhold from any payment or distribution made with respect to the Shares such amounts as are required to be deducted or withheld with respect to the making of such payment or distribution (or issuance) under any applicable Tax Law, and the Company shall use commercially reasonable efforts to provide each Purchaser with advance written notice of any such deduction or withholding and shall cooperate in good faith to reduce or eliminate such withholding to the extent permitted by applicable Law. To the extent that any amounts are so deducted or withheld, such deducted or withheld amounts shall be treated for all purposes of this Agreement as having been paid to the person in respect of which such deduction or withholding was made. In the event the Company previously remitted any amounts to a Governmental Entity on account of Taxes required to be deducted or withheld in respect of any payment or distribution (or deemed distribution) on any of the Shares, the Company shall be entitled to offset any such amounts against any amounts otherwise payable in respect of such Shares, provided that such offset is limited to amounts required to be withheld under applicable Tax Law.

ARTICLE V.

MISCELLANEOUS

Section 5.01 Survival of Representations and Warranties. Except for the representations and warranties contained in clauses (a), (b), (c) and (d) of Section 3.01 and the representations and warranties contained in clauses (a) and (b) of Section 3.02, which shall survive the Closing indefinitely, the remaining representations and warranties contained in Section 3.01 and Section 3.02, shall survive for twelve (12) months following the Closing Date and shall then expire; provided that (i) nothing herein shall relieve any party of liability for any inaccuracy or breach of such representation or warranty to the extent that any good faith allegation of such inaccuracy or breach is made in writing prior to such expiration, and (ii) any claims involving fraud with respect to the making of the representations and warranties set forth in this Agreement shall survive indefinitely.

Section 5.02 Notices. All notices and other communications under this Agreement must be in writing and will be deemed to have been duly delivered and received using one or a combination of the following methods: (i) four Business Days after being sent by registered or certified mail, return receipt requested, postage prepaid; (ii) one Business Day after being sent for next Business Day delivery, fees prepaid, via a reputable nationwide overnight courier service; (iii) immediately upon delivery by hand; or (iv) on the date sent by email (unless "out of office" or other automated notice of non-receipt is received in reply). In each case, the intended recipient is set forth below.

If to Global Force, to:

No. 703A, Building 5, Jingzhou Center, 2377 Shenkun Road, Minhang District, Shanghai, China
Attn: Lei Zheng
Email: 123247895@qq.com

If to HK Qingfa, to:

Unit B, 17/F, Silvercorp international Tower, 707-713 Nathan Road, Kowloon, Hong Kong
Attn: Moe
Email: ceopro2202@outlook.com

If to Summit Flow, to:

Room 9D02, 9th Floor, Block D, Tairan Building, Futian District, Shenzhen, Guangdong, China
Attn: Shuo
Email: chenshuo77@gmail.com

If to Foxwin Investment, to:

8 THE GREEN,STE B,DOVER, KENT, DE 19901
Attn: Qian Ran
Email: qianran@foxwin.com

If to the Company, to:

Carparts.com, Inc.
4910 Airport Plaza Drive, Suite 300
Long Beach, CA 90815
Attn: General Counsel
Email: agomez@carparts.com
david@carparts.com

with a copy (which will not constitute actual or constructive notice) to:

Dorsey & Whitney LLP
111 South Main Street, Suite 2100
Salt Lake City, UT 84111
Attn: David F. Marx

Email: marx.david@dorsey.com

Section 5.03 Entire Agreement; Third Party Beneficiaries; Amendment. This Agreement, together with the other Transaction Agreements, sets forth the entire agreement between the parties hereto with respect to the Transactions, and is not intended to and shall not confer upon any person other than the parties hereto, their successors and permitted assigns any rights or remedies hereunder, provided that Section 5.12 shall be for the benefit of and fully enforceable by each of the Specified Persons. Any provision of this Agreement may be amended or modified in whole or in part at any time by an agreement in writing between the parties hereto executed in the same manner as this Agreement. No failure on the part of any party to exercise, and no delay in exercising, any right shall operate as a waiver thereof nor shall any single or partial exercise by any party of any right preclude any other or future exercise thereof or the exercise of any other right.

Section 5.04 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to constitute any original, but all of which together shall constitute one and the same document. Signatures to this Agreement transmitted by facsimile transmission, by electronic mail in "portable document format" (".pdf") form, or by any other electronic signature will have the same effect as physical delivery of the paper document bearing the original signature.

Section 5.05 Public Announcements. No press release or public announcement related to this Agreement or the transactions contemplated herein shall be issued or made by either the Purchasers (or any of their Affiliates) or the Company (or any Affiliate of the Company) without the prior written approval of the other party, such approval not to be unreasonably withheld, conditioned or delayed, unless required by Law or the rules any applicable stock exchange (based on the advice of counsel) in which case the other party shall have the right to review and reasonably comment on such press release, announcement or communication prior to issuance, distribution or publication to the extent practicable under the circumstances. The Company may issue one or more press releases (which the Company shall provide to the Purchaser Group prior to issuance, distribution or publication and will consider the Purchaser Group's reasonable comments) and may file this Agreement with the SEC and may provide information about the subject matter of this Agreement in connection with equity or debt issuances, share repurchases, or marketing, informational or reporting activities.

Section 5.06 Expenses. Except as otherwise expressly provided herein, each party hereto shall bear its own costs and expenses (including attorneys' fees) incurred in connection with this Agreement and the Transactions.

Section 5.07 Successors and Assigns. Except as otherwise expressly provided herein, the provisions hereof shall inure to the benefit of, and be binding upon, the Company's successors and assigns and each Purchaser's successors and assigns, and no other person; provided, that neither the Company nor any Purchaser may assign its respective rights or delegate its respective obligations under this Agreement, whether by operation of Law or otherwise, and any assignment by the Company or any Purchaser in contravention hereof shall be null and void; provided, further, that each Purchaser may, without the Company's consent, assign its rights (but only with all related obligations) under this Agreement to one or more of its Affiliates, any other Purchaser or any Affiliates of such other Purchaser, provided that any such party agrees with the Company in writing to be bound by the applicable terms of this Agreement.

Section 5.08 Governing Law; Jurisdiction.

(a) This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to its conflict of laws principles.

(b) Any dispute, controversy, or claim arising out of or relating to this Agreement, including the breach, termination, or validity thereof, shall be resolved exclusively by binding arbitration administered in accordance with the Comprehensive Arbitration Rules and Procedures of the Judicial Arbitration and Mediation Service ("JAMS"). The number of arbitrators shall be three (3), one (1) of whom shall be nominated by each of the Company and the Purchaser Group, in each case to be nominated within twenty (20) Business Days of the date on which the application is made to JAMS. If either of the Company or the Purchaser Group shall fail within the designated time period to select an arbitrator, then the arbitrator to be so selected shall be selected promptly by JAMS. The two (2) persons so selected as arbitrators shall select a third arbitrator within ten (10) Business Days of their appointment, and this arbitrator shall preside over the arbitration. If the two (2) initially selected arbitrators are unable or fail to agree upon the third arbitrator, then the third arbitrator shall be selected promptly by JAMS. Each arbitrator selected shall be fluent in English, shall be a practicing lawyer or retired judge, and shall have experience relating to agreements similar to this Agreement and governed by Delaware law. The place of arbitration shall be San Francisco, California, and the language of the arbitration shall be English. The arbitral award shall be in writing, and shall be final and binding on the parties concerned, other than appeals available under applicable law and the arbitral award may be entered in any court of competent jurisdiction. The arbitrators shall have the power to grant any legal or equitable remedy or relief available under the applicable law, including injunctive relief (whether interim and/or final) and specific performance and any measures ordered by the arbitrators may be specifically enforced by any court of competent jurisdiction.

Section 5.09 Severability. If any provision of this Agreement is determined to be invalid, illegal or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect provided that the economic and legal substance of, any of the Transactions is not affected in any manner materially adverse to any party. In the event of any such determination, the parties agree to negotiate in good faith to modify this Agreement to fulfill as closely as possible the original intent and purpose hereof. To the extent permitted by Law, the parties hereby to the same extent waive any provision of Law that renders any provision hereof prohibited or unenforceable in any respect.

Section 5.10 Specific Performance. The parties agree that irreparable damage would occur in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. Accordingly, each party agrees that in the event of any breach or threatened breach by any other party of any covenant or obligation contained in this Agreement, the non-breaching party shall be entitled (in addition to any other remedy that may be available to it, whether in Law or equity) to obtain (i) a decree or order of specific performance to enforce the observance and performance of such covenant or obligation, and (ii) an injunction restraining such breach or threatened breach. For the avoidance of doubt, nothing in this Section 5.10 shall limit either party's right to seek and obtain equitable relief (including specific performance) to compel the other party to consummate the transactions contemplated by this Agreement or to perform any of its obligations hereunder. Each of the parties agrees that it will not oppose the granting of an injunction, specific performance and other equitable relief on the basis that any other party has an adequate remedy at Law or that any award of specific performance is not an appropriate remedy for any reason at Law or in equity. Each party further agrees that the other party shall be entitled to such equitable remedies without the need to provide actual damages. Any party seeking an injunction or injunctions to prevent breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement shall not be required to provide any bond or other security in connection with any such order or injunction.

Section 5.11 Headings. The headings of Articles and Sections contained in this Agreement are for reference purposes only and are not part of this Agreement.

Section 5.12 Non-Recourse. This Agreement may only be enforced against, and any claim or cause of action based upon, arising out of, or related to this Agreement or the transactions contemplated hereby may only be brought against the entities that are expressly named as parties hereto and their respective successors and assigns. Except as set forth in the immediately preceding sentence, and except for the obligations applicable any Purchaser Affiliates, no past, present or future director, officer, employee, incorporator, member, partners, stockholder, Affiliate, agent, attorney or representative of any party hereto (collectively, the "Specified Persons") shall have any liability for any obligations or liabilities of any party hereto under this Agreement or for any claim based on, in respect of, or by reason of, the transactions contemplated hereby.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto or by their respective duly authorized officers, all as of the date first above written.

CARPARTS. COM, INC.

By: /s/ David Meniane

Name: David Meniane

Title: Chief Executive Officer

[Signature Page to Purchase Agreement]

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto or by their respective duly authorized officers, all as of the date first above written.

GLOBAL FORCE INTERNATIONAL LIMITED

By: _____
Name:
Title:

[Signature Page to Purchase Agreement]

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto or by their respective duly authorized officers, all as of the date first above written.

HONG KONG QINGFA TRADING LIMITED

By: _____
Name:
Title:

[Signature Page to Purchase Agreement]

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto or by their respective duly authorized officers, all as of the date first above written.

SUMMIT FLOW CAPITAL LIMITED

By: _____
Name:
Title:

[Signature Page to Purchase Agreement]

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto or by their respective duly authorized officers, all as of the date first above written.

FOXWIN INVESTMENT MANAGEMENT LLC

By: _____
Name:
Title:

[Signature Page to Purchase Agreement]

Exhibit A

Name of Purchaser	Jurisdiction of Organization	Number of Shares	Purchase Price
GLOBAL FORCE INTERNATIONAL LIMITED	British Virgin Islands	2,500,000	USD 2,000,000.00
HONG KONG QINGFA TRADING LIMITED	Hong Kong	2,250,000	USD 1,800,000.00
SUMMIT FLOW CAPITAL LIMITED	British Virgin Islands	250,000	USD 200,000.00
FOXWIN INVESTMENT MANAGEMENT LLC	US Delaware	5,000,000	USD 4,000,000.00
Total		10,000,000	USD 8,000,000.00

[Exhibit A to Purchase Agreement]

Exhibit B
Form of Investor Rights Agreement

[Exhibit B to Purchase Agreement]

INVESTOR RIGHTS AGREEMENT

This INVESTOR RIGHTS AGREEMENT (this "Agreement") is made and entered into as of March 21, 2026, by and among Carparts.com, Inc., a Delaware corporation (the "Company"), GLOBAL FORCE INTERNATIONAL LIMITED, a British Virgin Islands corporation ("Global Force"), HONG KONG QINGFA TRADING LIMITED, a Hong Kong corporation ("HK Qingfa"), SUMMIT FLOW CAPITAL LIMITED, a British Virgin Islands corporation ("Summit Flow"), and FOXWIN INVESTMENT MANAGEMENT LLC, a Delaware corporation ("Foxwin Investment"), together with Global Force, HK Qingfa and Summit Flow, collectively, the "Purchasers" or the "Purchaser Group", and each a "Purchaser"). Capitalized terms used herein have the respective meanings ascribed thereto in the Purchase Agreement by and among Company and the Purchasers dated as of March 21, 2026 (the "Purchase Agreement") unless otherwise defined herein.

The parties hereby agree as follows:

1. Definitions.

As used in this Agreement, the following terms shall have the following meanings:

"Agreement" has the meaning set forth in the first paragraph.

"Allowed Delay" has the meaning set forth in Section 2(c)(ii).

"Blackout Period" has the meaning set forth in Section 2(d)(ii).

"Company" has the meaning set forth in the first paragraph.

"Cut Back Shares" has the meaning set forth in Section 2(e).

"Effectiveness Period" has the meaning set forth in Section 3(a).

"Filing Deadline" has the meaning set forth in Section 2(a)(i).

"Liquidated Damages" has the meaning set forth in Section 2(d)(ii).

"Maintenance Failure" has the meaning set forth in Section 2(d)(ii).

"Maintenance Liquidated Damages" has the meaning set forth in Section 2(d)(ii).

"Minimum Holding" has the meaning set forth in Section 6(b).

"Prospectus" means (i) the prospectus included in any Registration Statement, as amended or supplemented by any prospectus supplement, with respect to the terms of the offering of any portion of the Registrable Securities covered by such Registration Statement and by all other amendments and supplements to the prospectus, including post-effective amendments and all material incorporated by reference in such prospectus, and (ii) any "free writing prospectus" as defined in Rule 405 under the 1933 Act.

"Purchase Agreement" has the meaning set forth in the first paragraph.

"Purchasers" or "Purchaser Group" has the meaning set forth in the first paragraph.

"Qualification Date" has the meaning set forth in Section 2(a)(ii).

"Qualification Deadline" has the meaning set forth in Section 2(a)(ii).

“Register,” “registered” and “registration” refer to a registration made by preparing and filing a Registration Statement or similar document in compliance with the 1933 Act, and the declaration or ordering of effectiveness of such Registration Statement or document.

“Registrable Securities” means the Shares and any other securities issued or issuable with respect to or in exchange for the Shares, whether by merger, charter amendment or otherwise; provided, that a security shall cease to be a Registrable Security upon (A) sale pursuant to a Registration Statement or Rule 144 under the 1933 Act, or (B) such security becoming eligible for sale without restriction by such Purchaser pursuant to Rule 144, including without any manner of sale or volume limitations, and without the requirement to be in compliance with Rule 144(c)(1) (or any successor thereto) promulgated under the 1933 Act.

“Registration Liquidated Damages” has the meaning set forth in Section 2(d)(i).

“Registration Statement” means any registration statement of the Company under the 1933 Act that covers the resale of any of the Registrable Securities pursuant to the provisions of this Agreement, amendments and supplements to such Registration Statement, including post-effective amendments, all exhibits and all material incorporated by reference in such Registration Statement.

“Restriction Termination Date” has the meaning set forth in Section 2(e).

“SEC” means the U.S. Securities and Exchange Commission.

“SEC Restrictions” has the meaning set forth in Section 2(e).

“Shelf Registration Statement” has the meaning set forth in Section 2(a)(ii).

2. Registration.

(a) Registration Statements.

(i) No later than one hundred twenty (120) days after the Closing Date (the “Filing Deadline”), the Company shall prepare and file with the SEC one Registration Statement covering the resale of all of the Registrable Securities. Subject to any SEC comments, such Registration Statement shall include the plan of distribution attached hereto as Exhibit A; provided, however, that no Purchaser shall be named as an “underwriter” in such Registration Statement without such Purchaser’s prior written consent. Such Registration Statement also shall cover, to the extent allowable under the 1933 Act and the rules promulgated thereunder (including Rule 416), such indeterminate number of additional shares of Company Common Stock resulting from stock splits, stock dividends or similar transactions with respect to the Registrable Securities. Such Registration Statement (and each amendment or supplement thereto, and each request for acceleration of effectiveness thereof) shall be provided in accordance with Section 3(c) to the Purchaser Group prior to its filing or other submission and the Company shall consider in good faith any reasonable comments provided by the Purchaser Group or its counsel.

(ii) The Registration Statement referred to in Section 2(a)(i) shall be on Form S-3. In the event that Form S-3 is not available for the registration of the resale of Registrable Securities hereunder, the Company shall (i) register the resale of the Registrable Securities on such other form as is available to the Company and (ii) so long as Registrable Securities remain outstanding, promptly following the date (the “Qualification Date”) upon which the Company becomes eligible to use a registration statement on Form S-3 to register the Registrable Securities for resale, but in no event more than forty-five (45) days after the Qualification Date (the “Qualification Deadline”), file a registration statement on Form S-3 covering the Registrable Securities (or a post-effective amendment on Form S-3 to a registration statement on Form S-1) (a “Shelf Registration Statement”) and use commercially reasonable efforts to cause such Shelf Registration Statement to be declared effective as promptly as practicable thereafter; provided that the Company shall maintain the effectiveness of the Registration Statement then in effect until such time as a Shelf Registration Statement covering the Registrable Securities has been declared effective by the SEC and shall keep such registration statement continuously effective until the end of the Effectiveness Period.

(b) Expenses. The Company will pay all expenses associated with each Registration Statement, including filing and printing fees, the Company's counsel and accounting fees and expenses, costs associated with clearing the Registrable Securities for sale under applicable state securities laws and listing fees, but excluding discounts, commissions, fees of underwriters, selling brokers, dealer managers or similar securities industry professionals engaged by and incurred by any Purchaser with respect to the Registrable Securities being sold.

(c) Effectiveness.

(i) The Company shall use commercially reasonable efforts to have each Registration Statement declared effective no later than the 30th calendar day if the SEC notifies the Company that such Registration Statement will not be "reviewed" or will not be subject to further review (or the 90th day if reviewed by the SEC) after such Registration Statement has been filed with the SEC. By 5:30 p.m. (Eastern time) on the third Business Day following the date on which the Registration Statement is declared effective by the SEC, the Company shall file with the SEC, in accordance with Rule 424 under the 1933 Act, the final prospectus to be used in connection with sales pursuant to such Registration Statement. The Company shall notify the Purchaser Group by facsimile or e-mail as promptly as practicable after any Registration Statement is declared effective and shall simultaneously provide the Purchasers with copies of any related Prospectus to be used in connection with the sale or other disposition of the securities covered thereby.

(ii) For not more than thirty (30) consecutive days or for a total of not more than sixty (60) days in any twelve (12) month period, the Company may suspend the use of any Prospectus included in any Registration Statement contemplated by this Section 2 in the event that the Company determines in good faith that such suspension is necessary to (A) delay the disclosure of material nonpublic information concerning the Company, the disclosure of which at the time is not, in the good faith opinion of the Company, in the best interests of the Company or (B) amend or supplement the affected Registration Statement or the related Prospectus so that such Registration Statement or Prospectus shall not include an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the case of the Prospectus in light of the circumstances under which they were made, not misleading (an "Allowed Delay"); provided, that the Company shall promptly (a) notify the Purchaser Group in writing of the commencement of an Allowed Delay, but shall not (without the prior written consent of any Purchaser) disclose to such Purchaser any material nonpublic information giving rise to an Allowed Delay, (b) advise the Purchaser Group in writing to cease all sales under such Registration Statement until the end of the Allowed Delay and (c) use commercially reasonable efforts to terminate an Allowed Delay as promptly as practicable, and in any event no later than the expiration of the such 30-day limits.

(d) Effect of Failure to File and Obtain and Maintain Effectiveness of Registration Statement.

(i) If a Registration Statement covering the Registrable Securities is not filed with the SEC on or prior to the Filing Deadline, the Company will make payments to each Purchaser as liquidated damages and not as a penalty (the "Registration Liquidated Damages"), in an amount equal to one percent (1.0%) of the aggregate value of the securities purchased by such Purchaser in the Transactions, and held by such Purchaser and eligible to be transferred to a Third Party pursuant to the terms of the Purchase Agreement at such time, for each 30-day period (or pro rata portion thereof with respect to a final period, if any) following the Filing Deadline during which no such Registration Statement is filed with respect to the Registrable Securities. Such payments shall be made to each Purchaser in cash no later than five (5) Business Days after the end of each 30-day period (or portion thereof with respect to a final period, if any) following the Filing Deadline until such Registration Statement is filed with respect to the Registrable Securities.

(ii) If a Registration Statement has been declared effective by the SEC but sales cannot be made pursuant to such Registration Statement for any reason (including, without limitation, by reason of a stop order or the Company's failure to update such Registration Statement but excluding any Allowed Delay or the inability of the Purchasers to sell the Registrable Securities covered thereby due to market conditions) (a "Maintenance Failure"), then the Company will make payments to each Purchaser as liquidated damages and not as a penalty (the "Maintenance Liquidated Damages" and together with the Registration Liquidated Damages, the "Liquidated Damages") in an amount equal to one percent (1.0%) of the aggregate value of the securities purchased by such Purchaser in the Transactions, and held by such Purchaser and eligible to be transferred to a Third Party pursuant to the terms of the Purchase Agreement at such time, for each 30-day period (or pro rata portion thereof with respect to a final period, if any) following a Maintenance Failure until the Maintenance Failure is cured (each, a "Blackout Period"). The Maintenance Liquidated Damages shall be paid monthly within five (5) Business Days of the end of each 30-day period (or portion thereof with respect to a final period, if any) following such Maintenance Failure until the Maintenance Failure is cured. Such payments shall be made to the Purchasers in cash.

(iii) The parties agree that (1) notwithstanding anything to the contrary herein or in the Purchase Agreement, no Liquidated Damages shall be payable with respect to any period after the expiration of the Effectiveness Period (it being understood that this sentence shall not relieve the Company of any Liquidated Damages accruing prior to the expiration of the Effectiveness Period), and in no event shall the aggregate amount of Liquidated Damages payable to each Purchaser exceed, in the aggregate, six percent (6.0%) of such Purchaser's Total Purchase Price; and (2) in no event shall the Company be liable in any thirty (30) day period for Liquidated Damages under this Agreement in excess of one percent (1.0%) of the aggregate Total Purchase Price of all Purchasers.

(iv) Notwithstanding the foregoing, each of the Company and the Purchasers agrees that the Company will not be liable for any liquidated damages under this Section 2(d) with respect to any Registrable Securities prior to their issuance. The Liquidated Damages described in this Section 2(d) shall constitute the Purchasers' exclusive monetary remedy for any failure to meet the Filing Deadline and for any Maintenance Failure, but shall not affect the right of each Purchaser to seek injunctive relief or specific performance.

(e) Rule 415; Cutback. If at any time the SEC takes the position that the offering of some or all of the Registrable Securities in a Registration Statement is a primary offering or not eligible to be made on a delayed or continuous basis under the provisions of Rule 415 under the 1933 Act, or requires each Purchaser to be named as an "underwriter," the Company shall use commercially reasonable efforts to advocate before the SEC its reasonable position that the offering contemplated by such Registration Statement is a valid secondary offering and not an offering "by or on behalf of the issuer" as defined in Rule 415 (a "Constructive Primary Offering") and that none of the Purchasers is an "underwriter." In the event that, despite the Company's commercially reasonable efforts, the SEC does not alter its position, the Company shall (i) remove from such Registration Statement such portion of the Registrable Securities (the "Cut Back Shares") and/or (ii) agree to such restrictions and limitations on the registration and resale of the Registrable Securities as the SEC may require to assure the Company's compliance with the requirements of Rule 415 (collectively, the "SEC Restrictions"), provided however, any such cutback shall be applied pro rata among all holders of Registrable Securities, unless the SEC Restrictions otherwise require or provide or the holders otherwise agree. The parties agree that the Company's delay or failure to have a Registration Statement declared effective due to the SEC taking the position that the offering is a Constructive Primary Offering shall not be a breach of this Agreement and no liquidated damages shall accrue as to any Cut Back Shares until such date as the Company is able to effect the registration of such Cut Back Shares in accordance with any SEC Restrictions applicable to such Cut Back Shares (such date, the "Restriction Termination Date"). From and after the Restriction Termination Date, all of the provisions of this Section 2 (including the Company's obligations with respect to the filing of a Registration Statement and its obligations to use commercially reasonable efforts to have such Registration Statement declared effective within the time periods set forth herein and the liquidated damages provisions relating thereto) shall again be applicable to such Cut Back Shares; provided, however, that the Filing Deadline and/or the Qualification Deadline, as applicable, for such Registration Statement including such Cut Back Shares shall be sixty (60) days after such Restriction Termination Date.

3. Company Obligations. The Company will use commercially reasonable efforts to effect the registration of the Registrable Securities in accordance with the terms hereof, and pursuant thereto the Company will, as expeditiously as possible:

(a) use commercially reasonable efforts to cause such Registration Statement to become effective and to remain continuously effective for a period that will terminate upon the earlier of (i) the date on which all Registrable Securities covered by such Registration Statement, as amended from time to time, have been sold, and (ii) the date on which all Shares cease to be Registrable Securities (the "Effectiveness Period") and advise the Purchaser Group promptly in writing when the Effectiveness Period has expired;

(b) prepare and file with the SEC such amendments and post-effective amendments to such Registration Statement and the related Prospectus as may be necessary to keep such Registration Statement effective for the Effectiveness Period and to comply with the provisions of the 1933 Act and the 1934 Act with respect to the distribution of all of the Registrable Securities covered thereby;

(c) provide copies to and permit the Purchaser Group to review each Registration Statement and all amendments and supplements thereto prior to their filing with the SEC and a reasonable opportunity to furnish comments thereon and the Company to reasonably consider each Purchaser's comments;

(d) furnish to the Purchaser Group (i) promptly after any Registration Statement is prepared and filed with the SEC, if requested by any Purchaser, one (1) copy of any Registration Statement and any amendment thereto, each preliminary prospectus and Prospectus and each amendment or supplement thereto, and each letter written by or on behalf of the Company to the SEC or the staff of the SEC, and each item of correspondence from the SEC or the staff of the SEC, in each case relating to such Registration Statement (other than any portion thereof that contains information for which the Company has sought confidential treatment), and (ii) such number of copies of a Prospectus, including a preliminary prospectus, and all amendments and supplements thereto and such other documents as each Purchaser may reasonably request in order to facilitate the disposition of the Registrable Securities owned by such Purchaser that are covered by such Registration Statement;

(e) use commercially reasonable efforts to (i) prevent the issuance of any stop order or other suspension of effectiveness and, (ii) if such order is issued, obtain the withdrawal of any such order at the earliest practical moment;

(f) use commercially reasonable efforts to cause all Registrable Securities covered by a Registration Statement to be listed on each securities exchange, interdealer quotation system or other market on which similar securities issued by the Company are then listed;

(g) promptly notify the Purchaser Group, at any time prior to the end of the Effectiveness Period, upon discovery that, or upon the happening of any event as a result of which, the Prospectus includes an untrue statement of a material fact or omits to state any material fact required to be stated therein or necessary to make the statements therein not misleading in light of the circumstances then existing (provided that such notice shall not, without the prior written consent of the Purchaser Group, disclose to the Purchaser Group any material nonpublic information regarding the Company), and promptly prepare, file with the SEC and furnish to such holder a supplement to or an amendment of such Prospectus as may be necessary so that such Prospectus shall not include an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading in light of the circumstances then existing;

(h) otherwise use commercially reasonable efforts to comply with all applicable rules and regulations of the SEC under the 1933 Act and the 1934 Act, including, without limitation, Rule 172 under the 1933 Act, file any final Prospectus, including any supplement or amendment thereof, with the SEC pursuant to Rule 424 under the 1933 Act, promptly inform the Purchaser Group in writing if, at any time during the Effectiveness Period, the Company does not satisfy the conditions specified in Rule 172 and, as a result thereof, any Purchaser is required to deliver a Prospectus in connection with any disposition of Registrable Securities and take such other actions as may be reasonably necessary to facilitate the registration of the Registrable Securities hereunder; and make available to its security holders, as soon as reasonably practicable, an earnings statement covering satisfying the provisions of Section 11(a) of the 1933 Act;

(i) within one (1) Business Day after a Registration Statement that covers Registrable Securities is ordered effective by the SEC, deliver to the transfer agent for such Registrable Securities (with a copy to the Purchaser Group) confirmation that such Registration Statement has been declared effective by the SEC; and

(j) with a view to making available to the Purchasers the benefits of Rule 144 (or its successor rule) and any other rule or regulation of the SEC that may at any time permit the Purchasers to sell shares of Company Common Stock to the public without registration: (i) make and keep adequate current public information available, as those terms are understood and defined in Rule 144, until the earlier of (A) six months after such date as all of the Registrable Securities may be sold without restriction by the holders thereof pursuant to Rule 144 or any other rule of similar effect or (B) such date as all of the Registrable Securities shall have been resold; (ii) file with the SEC in a timely manner all reports and other documents required of the Company under the 1934 Act; and (iii) furnish to the Purchaser Group upon request, as long as the Purchasers owns any Registrable Securities, (A) a written statement by the Company that it has complied with the reporting requirements of the 1934 Act and the current information requirement of Rule 144, (B) a copy of the Company's most recent Annual Report on Form 10-K or Quarterly Report on Form 10-Q and all subsequent filings under Sections 13(a), 13(c), 14 or 15(d) of the 1934 Act, and (C) such other information as may be reasonably requested in order to avail such Purchaser of any rule or regulation of the SEC that permits the selling of any such Registrable Securities without registration, including, for so long as the Company is not subject to the reporting requirements of the 1934 Act, information sufficient to satisfy Rule 144(c); provided, however, that the Company shall not be required to furnish any document to the Purchasers pursuant to this Section 3(j) to the extent that such document is available on EDGAR.

4. Obligations of Purchasers.

(a) Notwithstanding any other provision of the Agreement, no Purchaser may include any of its Registrable Securities in the Registration Statement pursuant to this Agreement unless such Purchaser furnishes to the Company a completed questionnaire substantially in the form of Exhibit B (the "Selling Stockholder Questionnaire") for use in connection with the Registration Statement at least three (3) Business Days prior to the anticipated filing date of the Registration Statement if such Purchaser elects to have any of the Registrable Securities included in such Registration Statement. In addition to the Selling Stockholder Questionnaire, each Purchaser shall furnish such other information as shall be reasonably required to effect the registration of such Registrable Securities, and shall execute such documents in connection with such registration as the Company may reasonably request, provided that such requests do not impose additional material obligations or liabilities on each Purchaser beyond those expressly set forth in this Agreement.

(b) Each Purchaser, by its acceptance of the Registrable Securities, agrees to cooperate with the Company as reasonably requested by the Company in connection with the preparation and filing of a Registration Statement hereunder, unless such Purchaser has notified the Company in writing of its election to exclude all of its Registrable Securities from such Registration Statement. For the avoidance of doubt, each Purchaser's cooperation obligations shall be limited to providing customary information and executing customary documents required under applicable securities laws.

(c) Each Purchaser agrees that, upon receipt of any notice from the Company to the Purchaser Group of either (i) the commencement of an Allowed Delay pursuant to Section 2(c)(ii) or (ii) the happening of an event pursuant to Section 3(h) hereof, such Purchaser will immediately discontinue disposition of Registrable Securities pursuant to any Registration Statement covering such Registrable Securities, until such Purchaser is advised by the Company that such dispositions may again be made. Any suspension of sales under this Section shall not exceed an aggregate of sixty (60) days in any 12-month period, and the Company shall use commercially reasonable efforts to lift such suspension as promptly as practicable.

(d) Each Purchaser covenants and agrees that it will comply with the prospectus delivery requirements of the 1933 Act as applicable to it or an exemption therefrom in connection with sales of Registrable Securities pursuant to any Registration Statement. For the avoidance of doubt, the Company shall bear responsibility for ensuring that the Registration Statement and related Prospectus are accurate, complete, and kept current, and each Purchaser shall not have any liability for any failure of the Company in this regard except to the extent of information furnished in writing by such Purchaser specifically for inclusion therein.

5. Indemnification.

(a) Indemnification by the Company. The Company will indemnify and hold harmless each Purchaser and its officers, directors, members, employees and agents, and each other person, if any, who controls such Purchaser within the meaning of the 1933 Act, against any losses, claims, damages or liabilities (collectively, "Losses"), joint or several, to which they may become subject under the 1933 Act or otherwise, insofar as such Losses (or actions in respect thereof) arise out of or are based upon (i) any untrue statement of any material fact contained in any Registration Statement, any preliminary Prospectus or final Prospectus, or any amendment or supplement thereof or (ii) any omission of a material fact required to be stated therein or necessary to make the statements in any preliminary Prospectus or final Prospectus, or any amendment or supplement thereof, in light of the circumstances under which they were made not misleading, except to the extent that any such loss, claim, damage or liability arises out of or is based upon (A) an untrue statement or omission so made in conformity with information furnished by such Purchaser or any such controlling person in writing specifically for use in such Registration Statement or Prospectus, (B) the use by such Purchaser of an outdated or defective Prospectus after the Company has notified such Purchaser in writing that such Prospectus is outdated or defective; (C) such Purchaser's failure to send or give a copy of the Prospectus or supplement (as then amended or supplemented), if required (and not exempted) to the Persons asserting an untrue statement or omission at or prior to the written confirmation of the sale of Registrable Securities; or (D) such Purchaser's bad faith, gross negligence, recklessness, fraud or willful misconduct.

(b) Indemnification by Purchasers. Each Purchaser agrees to indemnify and hold harmless, to the fullest extent permitted by law, the Company, its directors, officers, employees, stockholders and each person who controls the Company (within the meaning of the 1933 Act) against any Losses resulting from any untrue statement of a material fact or any omission of a material fact required to be stated in any Registration Statement or Prospectus or preliminary Prospectus or amendment or supplement thereto or necessary to make the statements therein not misleading, solely to the extent that such untrue statement or omission is contained in any information furnished in writing by such Purchaser to the Company specifically for inclusion in such Registration Statement or Prospectus or amendment or supplement thereto. For the avoidance of doubt, no Purchaser shall be liable for any Losses except to the extent finally judicially determined to have resulted from such Purchaser's actual fraud or willful misconduct, and shall in no event be liable for any consequential, indirect, or punitive damages. The maximum aggregate liability of each Purchaser under this Section 5 shall be limited to the net proceeds actually received by such Purchaser from the sale of the specific Registrable Securities giving rise to such indemnification claim.

(c) Conduct of Indemnification Proceedings. Any person entitled to indemnification hereunder shall (i) give prompt written notice to the indemnifying party of any claim with respect to which it seeks indemnification and (ii) permit such indemnifying party to assume the defense of such claim with counsel reasonably satisfactory to the indemnified party; provided that any person entitled to indemnification hereunder shall have the right to employ separate counsel and to participate in the defense of such claim, but the fees and expenses of such counsel shall be at the expense of such person unless (A) the indemnifying party has agreed in writing to pay such fees or expenses, (B) the indemnifying party shall have failed to assume the defense of such claim and employ counsel reasonably satisfactory to such person or (C) in the reasonable judgment of any such person, based upon written advice of its counsel, a conflict of interest exists between such person and the indemnifying party with respect to such claims (in which case, if the person notifies the indemnifying party in writing that such person elects to employ separate counsel at the expense of the indemnifying party, the indemnifying party shall not have the right to assume the defense of such claim on behalf of such person); and provided, further, that the failure of any indemnified party to give written notice as provided herein shall not relieve the indemnifying party of its obligations hereunder, except to the extent that such failure to give notice shall materially adversely affect the indemnifying party in the defense of any such claim or litigation. It is understood that the indemnifying party shall not, in connection with any proceeding in the same jurisdiction, be liable for fees or expenses of more than one separate firm of attorneys at any time for all such indemnified parties. No indemnifying party will, except with the consent of the indemnified party, which shall not be unreasonably withheld or conditioned, consent to entry of any judgment or enter into any settlement that does not include as an unconditional term thereof the giving by the claimant or plaintiff to such indemnified party of a release from all liability in respect of such claim or litigation.

(d) Contribution. If for any reason the indemnification provided for in the preceding paragraphs (a) and (b) is unavailable to an indemnified party or insufficient to hold it harmless, other than as expressly specified therein, then the indemnifying party shall contribute to the amount paid or payable by the indemnified party as a result of such loss, claim, damage or liability in such proportion as is appropriate to reflect the relative fault of the indemnified party and the indemnifying party, as well as any other relevant equitable considerations. No person guilty of fraudulent misrepresentation within the meaning of Section 11(f) of the 1933 Act shall be entitled to contribution from any person not guilty of such fraudulent misrepresentation. For the avoidance of doubt, in no event shall the contribution obligation of a holder of Registrable Securities exceed the net proceeds actually received by such holder from the sale of the specific Registrable Securities giving rise to the claim, and no holder shall be liable for any consequential, indirect, or punitive damages.

6. Board Representation.

(a) The Company shall take all actions within its power necessary to ensure that, as soon as reasonably practicable after the Closing and in any event within sixty (60) days from the Closing, the authorized size of the Board of Directors is increased to seven (7) members, and shall promptly deliver satisfactory evidence of such reduction to the Purchaser Group; provided, however, that the Company shall not be required to furnish any document to any Purchaser pursuant to this Section 6(a) to the extent that such document is available on EDGAR.

(b) After the Company has caused the authorized size of the Board of Directors to be increased to seven (7) members and for so long as the Purchasers and the Affiliates of Purchasers, collectively and in the aggregate, Beneficially Own at least ten percent (10%) of the total number of shares of Company Common Stock outstanding (the "Minimum Holding"), the Purchasers shall have the right, collectively, to designate one (1) individual for appointment to the Board of Directors and the Company call cause such designee to be duly appointed and thereafter nominated for re-election (to the extent that the Purchasers desire any such designee to be so nominated) at each applicable shareholder meeting (subject to customary qualification and fiduciary duty requirements). Such individual designated shall initially be Thomas Yunlog Man. In the event that Mr. Man becomes unwilling or unable to serve as a member of the Board of Directors, the Purchasers shall have the right to designate a new individual for appointment to the Board of Directors in accordance with the terms of this Section 6.

(c) Each Purchaser acknowledges and agrees that any such individual appointed or elected to the Board of Directors will be governed by the same obligations and duties regarding confidentiality, conflicts of interest, related party transactions, fiduciary duties, codes of conduct, trading and disclosure policies, director resignation and other governance guidelines and policies of the Company as are applicable to the independent directors of the Company generally, as they may be modified from time to time.

(d) The Purchasers shall cause any such individual designated for appointment to resign from the Board of Directors effective immediately following such time as the Purchasers and the Affiliates of Purchaser collectively no longer maintain the Minimum Holding. In furtherance of the foregoing, the Purchasers agree that, as a condition of the appointment or election of any individual designated for appointment to the Board of Directors pursuant to this Section 6, such individual shall provide an irrevocable resignation letter to the Board of Directors, which resignation shall become automatically effective immediately upon the Purchasers and the Affiliates of Purchaser no longer maintaining the Minimum Holding.

(e) The covenants set forth in this Section 6 shall immediately terminate and be of no further force or effect immediately following such time as the Purchasers and the Affiliates of Purchasers collectively no longer maintain the Minimum Holding.

7. Miscellaneous.

(a) Effective Date. This Agreement shall be effective as of the Closing, and if the Closing has not occurred on or prior to the thirtieth Business Day following the date of the Purchase Agreement, unless otherwise mutually agreed, then this Agreement shall be null and void.

(b) Amendments and Waivers. This Agreement may be amended only by a writing signed by the Company and Purchasers. The Company may take any action herein prohibited, or omit to perform any act herein required to be performed by it, only if the Company shall have obtained the written consent to such amendment, action or omission to act from the Purchasers.

(c) Notices. All notices and other communications provided for or permitted hereunder shall be made as set forth in Section 5.02 of the Purchase Agreement.

(d) Assignments and Transfers. This Agreement may not be assigned by the Company (whether by operation of law or otherwise) without the prior written consent of the Purchasers, provided, however, that in the event that the Company is a party to a merger, consolidation, share exchange or similar business combination transaction in which the Company Common Stock is converted into the equity securities of another Person, from and after the effective time of such transaction, such Person shall, by virtue of such transaction, be deemed to have assumed the obligations of the Company hereunder, the term "Company" shall be deemed to refer to such Person and the term "Registrable Securities" shall be deemed to include the securities received by the Purchasers in connection with such transaction unless such securities are otherwise freely tradable by the Purchasers after giving effect to such transaction. The rights of any Purchaser under this Agreement may be assigned (but only with all related obligations) to one or more of its Affiliates, any other Purchaser or any Affiliates of such other Purchasers, provided that such Person agrees with the Company in writing to be bound by the applicable terms of this Agreement.

(e) Benefits of the Agreement. The terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective permitted successors and assigns of the parties. Nothing in this Agreement, express or implied, is intended to confer upon any party other than the parties hereto or their respective successors and assigns any rights, remedies, obligations, or liabilities under or by reason of this Agreement, except as expressly provided in this Agreement.

(f) Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signatures complying with the U.S. federal E-SIGN Act of 2000, e.g., www.docuSign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

(g) Titles and Subtitles. The titles and subtitles used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement.

(h) Severability. Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof but shall be interpreted as if it were written so as to be enforceable to the maximum extent permitted by applicable law, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. To the extent permitted by applicable law, the parties hereby waive any provision of law which renders any provisions hereof prohibited or unenforceable in any respect.

(i) Further Assurances. The parties shall execute and deliver all such further instruments and documents and take all such other actions as may reasonably be required to carry out the transactions contemplated hereby and to evidence the fulfillment of the agreements herein contained.

(j) Entire Agreement. This Agreement is intended by the parties as a final expression of their agreement and intended to be a complete and exclusive statement of the agreement and understanding of the parties hereto in respect of the subject matter contained herein. This Agreement supersedes all prior agreements and understandings between the parties with respect to such subject matter.

(k) Governing Law.

(i) This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to its conflict of laws principles.

(ii) Any dispute, controversy, or claim arising out of or relating to this Agreement, including the breach, termination, or validity thereof, shall be resolved exclusively by binding arbitration administered in accordance with the Comprehensive Arbitration Rules and Procedures of the Judicial Arbitration and Mediation Service (“JAMS”). The number of arbitrators shall be three (3), one (1) of whom shall be nominated by each of the Company and the Purchaser Group, in each case to be nominated within twenty (20) Business Days of the date on which the application is made to JAMS. If either of the Company or the Purchaser Group shall fail within the designated time period to select an arbitrator, then the arbitrator to be so selected shall be selected promptly by JAMS. The two (2) persons so selected as arbitrators shall select a third arbitrator within ten (10) Business Days of their appointment, and this arbitrator shall preside over the arbitration. If the two (2) initially selected arbitrators are unable or fail to agree upon the third arbitrator, then the third arbitrator shall be selected promptly by JAMS. Each arbitrator selected shall be fluent in English, shall be a practicing lawyer or retired judge, and shall have experience relating to agreements similar to this Agreement and governed by Delaware law. The place of arbitration shall be San Francisco, California, and the language of the arbitration shall be English. The arbitral award shall be in writing, and shall be final and binding on the parties concerned, other than appeals available under applicable law and the arbitral award may be entered in any court of competent jurisdiction. The arbitrators shall have the power to grant any legal or equitable remedy or relief available under the applicable law, including injunctive relief (whether interim and/or final) and specific performance and any measures ordered by the arbitrators may be specifically enforced by any court of competent jurisdiction.

(l) Cumulative Remedies. The remedies provided herein are cumulative and not exclusive of any remedies provided by law.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties have executed this Agreement or caused their duly authorized officers to execute this Agreement as of the date first above written.

COMPANY:

CARPARTS.COM, INC.

By: /s/ David Meniane

Name: David Meniane

Title: Chief Executive Officer

[Signature Page to Investor Rights Agreement]

IN WITNESS WHEREOF, the parties have executed this Agreement or caused their duly authorized officers to execute this Agreement as of the date first above written.

PURCHASER:

**GLOBAL FORCE INTERNATIONAL
LIMITED**

By: _____
Name:
Title:

[Signature Page to Investor Rights Agreement]

IN WITNESS WHEREOF, the parties have executed this Agreement or caused their duly authorized officers to execute this Agreement as of the date first above written.

PURCHASER:

HONG KONG QINGFA TRADING LIMITED

By: _____
Name:
Title:

[Signature Page to Investor Rights Agreement]

IN WITNESS WHEREOF, the parties have executed this Agreement or caused their duly authorized officers to execute this Agreement as of the date first above written.

PURCHASER:

SUMMIT FLOW CAPITAL LIMITED

By: _____

Name:

Title:

[Signature Page to Investor Rights Agreement]

IN WITNESS WHEREOF, the parties have executed this Agreement or caused their duly authorized officers to execute this Agreement as of the date first above written.

PURCHASER:

**FOXWIN INVESTMENT MANAGEMENT
LLC**

By: _____
Name:
Title:

[Signature Page to Investor Rights Agreement]

EXHIBIT A

Plan of Distribution

The selling stockholder, which as used herein includes donees, pledgees, transferees or other successors-in-interest selling shares of common stock or interests in shares of common stock received after the date of this prospectus from a selling stockholder as a gift, pledge, partnership distribution or other transfer, may, from time to time, sell, transfer or otherwise dispose of any or all of their shares of common stock or interests in shares of common stock on any stock exchange, market or trading facility on which the shares are traded or in private transactions. These dispositions may be at fixed prices, at prevailing market prices at the time of sale, at prices related to the prevailing market price, at varying prices determined at the time of sale, or at negotiated prices.

The selling stockholder may use any one or more of the following methods when disposing of shares or interests therein:

- ordinary brokerage transactions and transactions in which the broker-dealer solicits purchasers;
- block trades in which the broker-dealer will attempt to sell the shares as agent, but may position and resell a portion of the block as principal to facilitate the transaction;
- purchases by a broker-dealer as principal and resale by the broker-dealer for its account;
- an exchange distribution in accordance with the rules of the applicable exchange;
- privately negotiated transactions;
- short sales effected after the date the registration statement of which this prospectus is a part is declared effective by the SEC;
- through the writing or settlement of options or other hedging transactions, whether through an options exchange or otherwise;
- broker-dealers may agree with the selling stockholder to sell a specified number of such shares at a stipulated price per share;
- a combination of any such methods of sale; and
- any other method permitted by applicable law.

The selling stockholder may, from time to time, pledge or grant a security interest in some or all of the shares of common stock owned by them and, if they default in the performance of their secured obligations, the pledgees or secured parties may offer and sell the shares of common stock, from time to time, under this prospectus, or under an amendment to this prospectus under Rule 424(b)(3) or other applicable provision of the Securities Act of 1933, as amended (the "Securities Act"), amending the list of selling stockholder to include the pledgee, transferee or other successors in interest as selling stockholder under this prospectus. The selling stockholder also may transfer the shares of common stock in other circumstances, in which case the transferees, pledgees or other successors in interest will be the selling beneficial owners for purposes of this prospectus.

In connection with the sale of our common stock or interests therein, the selling stockholder may enter into hedging transactions with broker-dealers or other financial institutions, which may in turn engage in short sales of the common stock in the course of hedging the positions they assume. The selling stockholder may also sell shares of our common stock short and deliver these securities to close out their short positions, or loan or pledge the common stock to broker-dealers that in turn may sell these securities. The selling stockholder may also enter into option or other transactions with broker-dealers or other financial institutions or the creation of one or more derivative securities which require the delivery to such broker-dealer or other financial institution of shares offered by this prospectus, which shares such broker-dealer or other financial institution may resell pursuant to this prospectus (as supplemented or amended to reflect such transaction).

The aggregate proceeds to the selling stockholder from the sale of the common stock offered by them will be the purchase price of the common stock less discounts or commissions, if any. Each of the selling stockholder reserves the right to accept and, together with their agents from time to time, to reject, in whole or in part, any proposed purchase of common stock to be made directly or through agents. We will not receive any of the proceeds from this offering. Upon any exercise of the warrants by payment of cash, however, we will receive the exercise price of the warrants.

The selling stockholder also may resell all or a portion of the shares in open market transactions in reliance upon Rule 144 under the Securities Act of 1933, provided that they meet the criteria and conform to the requirements of that rule.

The selling stockholder and any underwriters, broker-dealers or agents that participate in the sale of the common stock or interests therein may be “underwriters” within the meaning of Section 2(11) of the Securities Act. Any discounts, commissions, concessions or profit they earn on any resale of the shares may be underwriting discounts and commissions under the Securities Act. Selling stockholder who are “underwriters” within the meaning of Section 2(11) of the Securities Act will be subject to the prospectus delivery requirements of the Securities Act.

To the extent required, the shares of our common stock to be sold, the names of the selling stockholder, the respective purchase prices and public offering prices, the names of any agents, dealer or underwriter, and any applicable commissions or discounts with respect to a particular offer will be set forth in an accompanying prospectus supplement or, if appropriate, a post-effective amendment to the registration statement that includes this prospectus.

In order to comply with the securities laws of some states, if applicable, the common stock may be sold in these jurisdictions only through registered or licensed brokers or dealers. In addition, in some states the common stock may not be sold unless it has been registered or qualified for sale or an exemption from registration or qualification requirements is available and is complied with.

We have advised the selling stockholder that the anti-manipulation rules of Regulation M under the Securities Exchange Act of 1934, as amended, may apply to sales of shares in the market and to the activities of the selling stockholder and their affiliates. In addition, to the extent applicable, we will make copies of this prospectus (as it may be supplemented or amended from time to time) available to the selling stockholder for the purpose of satisfying the prospectus delivery requirements of the Securities Act. The selling stockholder may indemnify any broker-dealer that participates in transactions involving the sale of the shares against certain liabilities, including liabilities arising under the Securities Act.

We have agreed to indemnify the selling stockholder against liabilities, including liabilities under the Securities Act and state securities laws, relating to the registration of the shares offered by this prospectus.

We have agreed with the selling stockholder to use commercially reasonable efforts to cause the registration statement of which this prospectus constitutes a part effective and to remain continuously effective until the earlier of (1) such time as all of the shares covered by this prospectus have been disposed of pursuant to and in accordance with such registration statement or (2) the date on which all of the shares may be sold without restriction pursuant to Rule 144 of the Securities Act.

EXHIBIT B

FORM OF

SELLING STOCKHOLDER QUESTIONNAIRE

Reference is made to that certain investor rights agreement (the "*Investor Rights Agreement*"), dated as of March 21, 2026, by and among Carparts.com, Inc. (the "*Company*"), and [] (the "*Selling Stockholder*"). Capitalized terms used and not defined herein shall have the meanings given to such terms in the Investor Rights Agreement.

The Selling Stockholder of the Registrable Securities is providing this Selling Stockholder Questionnaire pursuant to Section 4(a) of the Investor Rights Agreement. The Selling Stockholder, by signing and returning this Selling Stockholder Questionnaire, understands that it will be bound by the terms and conditions of this Selling Stockholder Questionnaire and the Investor Rights Agreement. Selling Stockholder hereby acknowledges its indemnity obligations pursuant to Section 5(b) of the Investor Rights Agreement.

Selling Stockholder provides the following information to the Company and represents and warrants that such information is accurate and complete:

- (1)
 - (a) Full Legal Name of Selling Stockholder:

 - (b) Full Legal Name of Registered Holder (if not the same as (a) above) through which Registrable Securities listed in (3) below are held:

 - (c) Full Legal Name of DTC Participant (if applicable and if not the same as (b) above) through which Registrable Securities listed in (3) below are held:

 - (2) Address for Notices to Selling Stockholder:

Telephone (including area code): _____
Fax (including area code): _____
Email: _____
Contact Person: _____

 - (3) Beneficial Ownership of Registrable Securities:
 - (a) Type and Principal Amount/Number of Registrable Securities beneficially owned:

 - (b) CUSIP No(s). of such Registrable Securities beneficially owned:

 - (4) Beneficial Ownership of Other Securities of the Company Owned by Selling Stockholder:
Except as set forth below in this Item (4), Selling Stockholder is not the beneficial or registered owner of any securities of the Company other than the Registrable Securities listed above in Item (3).
 - (a) Type and Amount of Other Securities beneficially owned by Selling Stockholder:

-

(b) CUSIP No(s). of such Other Securities beneficially owned:

(5) Relationship with the Company:

Except as set forth below, neither Selling Stockholder nor any of its affiliates, officers, directors or principal equity holders (5% or more) has held any position or office or has had any other material relationship with the Company (or its predecessors or affiliates) during the past three years.

State any exceptions here:

(6) Is Selling Stockholder a registered broker-dealer?

Yes

No

If "Yes", please answer subsection (a) and subsection (b):

(a) Did Selling Stockholder acquire the Registrable Securities as compensation for underwriting/broker-dealer activities to the Company?

Yes

No

(b) If you answered "No" to question 6(a), please explain your reason for acquiring the Registrable Securities:

(7) Is Selling Stockholder an affiliate of a registered broker-dealer?

Yes

No

If "Yes", please identify the registered broker-dealer(s), describe the nature of the affiliation(s) and answer subsection (a) and subsection (b):

(a) Did Selling Stockholder purchase the Registrable Securities in the ordinary course of business (if no, please explain)?

Yes

No

Explain:

(b) Did Selling Stockholder have an agreement or understanding, directly or indirectly, with any person to distribute the Registrable Securities at the same time the Registrable Securities were originally purchased (if yes, please explain)?

Yes

No

Explain:

(8) Is Selling Stockholder a non-public entity?

Yes

No

If "Yes", please answer subsection (a):

(a) Identify the natural person or persons that have voting or investment control over the Registrable Securities that the non-public entity owns:

(9) Plan of Distribution:

Selling Stockholder (including its donees and pledgees) intends to distribute the Registrable Securities listed above in Item (3) pursuant to the Registration Statement in accordance with the Plan of Distribution attached as Exhibit A to the Investor Rights Agreement.

Selling Stockholder acknowledges that it understands its obligations to comply with the provisions of the Securities Exchange Act of 1934, as amended, and the rules thereunder relating to stock manipulation, particularly Regulation M thereunder (or any successor rules or regulations), in connection with any offering of Registrable Securities pursuant to the Shelf Registration Agreement. Selling Stockholder agrees that neither it nor any person acting on its behalf will engage in any transaction in violation of such provisions.

Pursuant to the Investor Rights Agreement, the Company has agreed under certain circumstances to indemnify Selling Stockholder against certain liabilities.

In the event Selling Stockholder transfers all or any portion of the Registrable Securities listed in Item (3) above after the date on which such information is provided to the Company other than pursuant to the Registration Statement, Selling Stockholder agrees to notify the transferee(s) at the time of the transfer of its rights and obligations under this Selling Stockholder Questionnaire and the Investor Rights Agreement.

In accordance with the Selling Stockholder's obligation under the Investor Rights Agreement to provide such information as may be required by law or by the staff of the SEC for inclusion in the Registration Statement, Selling Stockholder agrees to promptly notify the Company of any inaccuracies or changes in the information provided herein that may occur subsequent to the date hereof at anytime while the Registration Statement remains effective. All notices to Selling Stockholder pursuant to the Investor Rights Agreement shall be made in writing, by hand-delivery, first-class mail, or air courier guaranteeing overnight delivery to the address set forth below.

By signing below, Selling Stockholder consents to the disclosure of the information contained herein in its answers to Items (1) through (9) above and the inclusion of such information in the Registration Statement and the related Prospectus. The undersigned understands that such information will be relied upon by the Company in connection with the preparation or amendment of the Registration Statement and the related Prospectus.

By signing below, the undersigned agrees that if the Company notifies the undersigned that the Registration Statement is not available pursuant to the terms of the Investor Rights Agreement, the undersigned will suspend use of the Prospectus until notice from the Company that the Prospectus is again available.

Once this Selling Stockholder Questionnaire is executed by the undersigned and received by the Company, the terms of this Selling Stockholder Questionnaire, and the representations, warranties and agreements contained herein, shall be binding on, shall inure to the benefit of and shall be enforceable by the respective successors, heirs, personal representatives, and assigns of the Company and the undersigned with respect to the Registrable Securities beneficially owned by the undersigned and listed in Item (3) above. This Selling Stockholder Questionnaire shall be governed by and construed in accordance with the laws of the State of Delaware without regard to choice of laws or conflicts of laws provisions thereof that would require the application of the laws of any other jurisdiction.

IN WITNESS WHEREOF, the undersigned, by authority duly given, has caused this Selling Stockholder Questionnaire to be executed and delivered either in person or by its duly authorized agent.

Dated: _____

Beneficial Owner

By:

Name:

Title: _____

PLEASE RETURN THE COMPLETED AND EXECUTED SELLING STOCKHOLDER QUESTIONNAIRE TO THE COMPANY AT:

Carparts.com, Inc.
4910 Airport Plaza Drive, Suite 300 Long Beach, CA 90815
Attn: General Counsel
Email: agomez@carparts.com with a copy to david@carparts.com

with a copy to:

Dorsey & Whitney LLP
111 South Main Street, Suite 2100
Salt Lake City, UT 84111
Attn: David F. Marx
Email: marx.david@dorsey.com

AMENDMENT NO. 1 TO CONVERTIBLE NOTE

THIS AMENDMENT NO. 1 TO CONVERTIBLE NOTE (this "Agreement"), is made and entered into effective as of March 24, 2026, by and between CarParts.com, Inc., a Delaware corporation (the "Company") and [] ("Purchaser").

WHEREAS, the Company and the Purchaser are parties to that certain Purchase Agreement, dated as of September 8, 2025 (the "Purchase Agreement") pursuant to which the Company issued to the Purchaser (i) 1,730,769 shares of the Company's common stock, par value \$0.001 per share ("Common Stock") and (ii) a convertible note with an aggregate original principal amount of \$1,800,000.00 (the "Convertible Note"), convertible into shares of Common Stock at a conversion price of \$1.20 per share;

WHEREAS, the Company and the Purchaser desire to amend the Convertibles Note as set forth herein.

NOW, THEREFORE, in consideration of the terms and conditions contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties intending to be legally bound hereby, agree as follows:

1. Amendments to Convertible Note.

(a) Section 7 of the Convertible Note is hereby amended and restated in its entirety as follows:

"If, as of May 8, 2027, the Company does not have at least 20,000,000 shares of authorized Common Stock available for issuance, the Company shall use its best efforts to take all actions necessary to obtain stockholder approval to increase its authorized Common Stock at the Company's 2027 annual meeting of stockholders to ensure that there will be sufficient number of authorized and unissued Common Stock available for issuance to the Purchaser upon the conversion of this Note in full. From and after May 8, 2027, the Company shall at all times while this Note remains outstanding take all action necessary to reserve and keep available out of its authorized and unissued Common Stock, solely for the purpose of effecting the conversion of this Note, such number of shares of Common Stock as shall from time to time be necessary to effect the conversion of this Note in full."

2. Effect of Amendment. Except as expressly set forth herein, all of the terms and conditions of each of the Transaction Agreements (as defined in the Purchase Agreement) shall continue in full force and effect after the execution of this Agreement and shall not be in any way changed, modified or superseded by the terms set forth herein. The Purchaser acknowledges and agrees that to its actual knowledge as of the date hereof the Company is not in breach of, or default under, any of the Transaction Agreements (as defined in the Purchase Agreement).

3. Notices. Any and all notices or other communications or deliveries required or permitted to be provided hereunder shall be delivered as set forth in the applicable Transaction Agreements (as defined in the Purchase Agreement).

4. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the successors and permitted assigns of each of the parties and shall inure to the benefit of the Purchaser. The Company may not assign (except by merger) its rights or obligations hereunder without the prior written consent of the Purchaser. The Purchaser may assign their respective rights hereunder in the manner and to the Persons as permitted under the applicable Transaction Agreements (as defined in the Purchase Agreement).

5. Execution and Counterparts. This Agreement may be executed in two or more counterparts, all of which when taken together shall be considered one and the same agreement and shall become effective when counterparts have been signed by each party and delivered to the other party, it being understood that both parties need not sign the same counterpart. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a “.pdf” format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or “.pdf” signature page were an original thereof.

6. Governing Law. This Agreement shall be governed by and interpreted in accordance with laws of the State of Delaware, without regard to its conflict of laws principles.

7. Severability. If any provision of this Agreement is prohibited by law or otherwise determined to be invalid or unenforceable by a court of competent jurisdiction, the provision that would otherwise be prohibited, invalid or unenforceable shall be deemed amended to apply to the broadest extent that it would be valid and enforceable, and the invalidity or unenforceability of such provision shall not affect the validity of the remaining provisions of this Agreement so long as this Agreement as so modified continues to express, without material change, the original intentions of the parties as to the subject matter hereof and the prohibited nature, invalidity or unenforceability of the provision(s) in question does not substantially impair the respective expectations or reciprocal obligations of the parties or the practical realization of the benefits that would otherwise be conferred upon the parties. The parties will endeavor in good faith negotiations to replace the prohibited, invalid or unenforceable provision(s) with a valid provision(s), the effect of which comes as close as possible to that of the prohibited, invalid or unenforceable provision(s).

8. Headings. The headings in this Agreement are for convenience only, do not constitute a part of the Agreement and shall not be deemed to limit or affect any of the provisions hereof.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties have executed this Amendment No. 1 to Convertible Note as of the date first set forth above.

CARPARTS.COM, INC.

By: _____

Name: David Meniane

Title: Chief Executive Officer

[signature page of Purchaser to follow]

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties have executed this Amendment No. 1 to Convertible Note as of the date first set forth above.

[]

By: _____

Name:

Title:



**CarParts.com and A-Premium Expand Partnership to Launch 30,000-SKU
JC Whitney® Branded Product Line**

*Deep Collaboration Includes Complete Branding, Catalog, Sourcing, Content, and Fulfillment
\$8M Private Placement Funds JC Whitney Inventory Investment
Investment Expected to Be Accretive to Earnings*

LONG BEACH, Calif., March 25, 2026 /PRNewswire/ -- CarParts.com, Inc. (NASDAQ: PRTS) and A-Premium, a global leader in mechanical parts procurement and e-commerce, today announced a collaboration agreement to launch approximately 30,000 new SKUs of primarily mechanical auto parts under the iconic **JC Whitney®** brand marking a significant expansion of the brand into the high-value replacement parts category.

In connection with the collaboration, CarParts.com has completed an \$8 million private placement of common stock at \$0.80 per share, led by industrial investors and experienced financial investors. Net proceeds will be used to fund CarParts.com's inventory investment for the JC Whitney product line.

Strengthening Operational Momentum

The announcement follows four consecutive quarters of operational improvement, including contribution margin expansion, reduced operating expenses, and improved marketing efficiency. In the fourth quarter, total operating expenses declined by \$7.7 million year over year as the Company continues executing its path toward profitability.

Expanded Strategic Partnership

A-Premium and CarParts.com are expanding the commercial partnership established through the \$35.7 million strategic investment completed in September 2025, which is currently generating approximately \$35 million in annualized revenue. Under the new collaboration, A-Premium will fully leverage its strengths in product development, sourcing, and inventory management to help build the JC Whitney product business from the ground up.

Under the cooperation agreement, the two parties will leverage their respective strengths across the complete JC Whitney branding, catalog, product sourcing and quality assurance, professionally produced marketing materials and listings, and consolidated fulfillment, enabling CarParts.com to bring 30,000 SKUs to market in the most efficient manner.

The launch significantly expands JC Whitney's product portfolio into core mechanical components and positions the brand as a scaled platform for performance and enthusiast parts across the CarParts.com ecosystem.

The initial tranche of approximately 6,000 JC Whitney SKUs is currently in transit and expected to be available for sale in early Q2 2026. Subsequent product launches will scale toward the full 30,000-SKU catalog over the balance of the year.

“JC Whitney is one of the most recognized names in automotive, with a heritage going back over a century,” said David Meniane, CEO of CarParts.com. “A-Premium brings the sourcing, the content, and the fulfillment infrastructure to turn that brand into a scaled product business. The first 6,000 SKUs are already on the water. This is highly strategic growth capital that we are planning to deploy to acquire inventory at attractive contribution margins. We are jointly investing in this business with A-Premium and we expect it to be accretive to earnings.”

“We are very pleased with the progress of our partnership with CarParts.com since we began working together in September,” said Frank Xie, Chief Executive Officer of A-Premium. “Over the past decade, A-Premium has built a proprietary, end-to-end go-to-market system that has built our company into a global brand. We are excited to apply this system to the JC Whitney product line, starting with 6,000 SKUs launching this quarter, and help CarParts.com build JC Whitney into something special.”

Private Placement

CarParts.com has completed a private placement of 10,000,000 shares of common stock at \$0.80 per share for gross proceeds of \$8.0 million. The investors are strategic partners who possess extensive operational experience in the internet platform and auto parts industries, as well as significant capital investment experience, and are positioned to support the sustainable growth of the Company's business.

Net proceeds will be used primarily to purchase inventory for the JC Whitney product line. At the Company's attractive contribution margins, the inventory is expected to generate attractive returns on invested capital as it turns through the sales cycle, contributing to the Company's path toward profitability.

Legal Counsel

Dorsey Whitney LLP served as legal counsel to CarParts.com. Haiwen & Partners served as legal counsel to the investors and A-Premium.

About JC Whitney

Founded in 1915, JC Whitney is one of the most recognized brands in automotive retail, known for its comprehensive catalog of automotive parts and accessories. With over a century of expertise, JC Whitney has evolved to meet the changing needs of car enthusiasts and DIY mechanics, offering a wide range of high-quality products to a new generation of customers.

About A-Premium

A-Premium is a rapidly growing global auto parts brand with nearly 180,000 high-quality SKUs covering a full range of mechanical and performance parts. Recognized for its quality, innovation, and breadth of offerings, A-Premium serves customers across numerous countries worldwide through advanced technology and data-driven supply chain solutions. Its commitment to first-to-market products, premium packaging, and bundled solutions has made it a trusted name for both professional installers and DIY enthusiasts.

About CarParts.com

CarParts.com, Inc. is a technology-led ecommerce company offering over 1 million quality automotive parts and accessories. Operating for over 30 years, the Company serves over 2.5 million unique customers annually through its website and mobile app, backed by a nationwide, company-operated distribution network providing 2-day delivery to approximately 95% of the continental United States. The company operates CarParts.com and a portfolio of brands including JC Whitney®, Kool-Vue, Evan Fischer, Garage-Pro, and CarParts Wholesale. For more information, visit www.carparts.com.

Safe Harbor Statement

Important factors that may cause such a difference include, but are not limited to, our ability to achieve the expected benefits from the announced transaction, including the commercial relationship; costs and expenses related to the transaction; responses by customers, competitors, and regulators to the transaction; fluctuations in the trading price and volume of CarParts.com's common shares related to the transaction or otherwise; competitive pressures; CarParts.com's dependence on search engines to attract customers; demand for CarParts.com's products; the online market and channel mix for aftermarket auto parts; the economy in general; increases in commodity and component pricing that would increase CarParts.com's product costs; the operating restrictions in CarParts.com's credit agreement; the weather; and any other factors discussed in CarParts.com's filings with the Securities and Exchange Commission (the "SEC"), including the Risk Factors contained in CarParts.com's Annual Report on Form 10-K and Quarterly Reports on Form 10-Q, which are available at www.carparts.com/investor and the SEC's website at www.sec.gov. You are urged to consider these factors carefully in evaluating the forward-looking statements in this release and are cautioned not to place undue reliance on such forward-looking statements, which are qualified in their entirety by this cautionary statement. Unless otherwise required by law, CarParts.com expressly disclaims any obligation to update publicly any forward-looking statements, whether as a result of new information, future events, or otherwise.

Investor Relations Contact:

ir@carparts.com
