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[Company], Inc.

Indie.vc Agreement

THIS CERTIFIES THAT in exchange for the payment by OATV IV, LP. (the “**Investor**”) of [Purchase Amount] (the “**Purchase Amount**”) on or about [date], [Company name] Inc., a [state] Corporation (the “**Company**”), hereby issues to the Investor the right to certain shares of the Company’s capital stock and the right to certain cash payments, subject to the terms set forth below.

1. Definitions

“**Basic Financial Information**” means (1) annual unaudited financial statements for each fiscal year of the Company; and (2) quarterly unaudited financial statements for each fiscal quarter of the Company (except the last quarter of the Company’s fiscal year), in each case prepared in accordance with generally accepted accounting principles and practices, subject to changes resulting from normal year-end audit adjustments.

“**Capital Stock**” means the capital stock of the Company, including, without limitation, the “**Common Stock**” and the “**Preferred Stock**.”

“**Change of Control**” means (i) a transaction or series of related transactions in which any “person” or “group” (within the meaning of Section 13(d) and 14(d) of the Securities Exchange Act of 1934, as amended), becomes the “beneficial owner” (as defined in Rule 13d-3 under the Securities Exchange Act of 1934, as amended), directly or indirectly, of more than 50% of the outstanding voting securities of the Company having the right to vote for the election of members of the Company’s board of directors, (ii) any reorganization, merger or consolidation of the Company, other than a transaction or series of related transactions in which the Capital Stock of the Company outstanding immediately prior to such transaction or series of related transactions represents, or is converted or exchanged into a majority of the Capital Stock of the Company or such other surviving or resulting entity or (iii) a sale, lease or other disposition of all or substantially all of the assets of the Company.

“**Company Capitalization**” means the sum, as of immediately prior to the Equity Financing, of: (1) all shares of Capital Stock (on an as-converted basis) issued and outstanding, assuming exercise or conversion of all outstanding vested and unvested options, warrants and other convertible securities, but excluding this instrument; and (2) all shares of Common Stock reserved and available for future grant under any equity incentive or similar plan of the Company, and/or any equity incentive or similar plan to be created or increased in connection

with the Equity Financing.

“Conversion Percentage” has the meaning set forth on **Exhibit A** hereto.

“Equity Financing” means a bona fide transaction or series of transactions with the principal purpose of raising capital, pursuant to which the Company issues and sells Preferred Stock at a fixed pre-money valuation for proceeds of at least \$500,000.

“Initial Public Offering” means the closing of the Company’s first firm commitment underwritten initial public offering of Common Stock pursuant to a registration statement filed under the Securities Act.

“Investor Conversion Share Amount” means a number equal to the Conversion Percentage multiplied by either (i) in the event of an Equity Financing, the Company Capitalization, or (ii) in the event of a Liquidity Event, the Liquidity Capitalization.

“Liquidity Capitalization” means the number, as of immediately prior to the Liquidity Event, of shares of Capital Stock (on an as-converted basis) outstanding, assuming exercise or conversion of all outstanding vested and unvested options, warrants and other convertible securities.

“Liquidity Event” means a Change of Control or an Initial Public Offering.

“Liquidity Price” means the price per share paid to stockholders in a Liquidity Event.

“Next Round Preferred Stock” means the shares of a series of Preferred Stock issued to the investors investing new money in the Company in connection with the initial closing of the Equity Financing.

2. Conversion

(a) If there is an Equity Financing before the expiration or termination of this instrument, the Company will automatically issue to the Investor a number of shares of Next Round Preferred Stock equal to the Investor Conversion Share Amount. In connection with the issuance of Next Round Preferred Stock by the Company to the Investor pursuant to this Section 2(a):

(i) The Investor will execute and deliver to the Company all transaction documents related to the Equity Financing; and

(b) If there is a Liquidity Event before the expiration or termination of this instrument, the Investor will automatically receive from the Company a number of shares of Common Stock equal to the Investor Conversion Share Amount.

3. Cash Payments to Investor

(a) The Company may from time to time, in its sole discretion, make cash payments to Investor at such times and in such amounts determined by the Company (the “**Discretionary Cash Payments**”).

(b) This Section 3 shall in no way obligate the Company to make Investor Cash Payments.

4. Profit Sharing Right

(a) For the first calendar month ending after the third anniversary of this Agreement (i.e., calendar month beginning [month, year]) and for each calendar month thereafter, the Company shall make a payment to the Investor (the “**Profit Sharing Payments**”) equal to the greater of (i) __% of the Company’s net income for such calendar month, or (ii) __% of the Company’s gross revenue for such calendar month. Each monthly Profit Sharing Payment will be made no later than 30 days following the end of such calendar month.

(b) Net income for purposes of calculating the Profit Sharing Payments shall be calculated in accordance with generally accepted accounting principles.

(c) The Profit Sharing Payments will be made in addition to any Discretionary Cash Payments made pursuant to Section 3 above.

(d) Notwithstanding the foregoing, the Company’s obligation to make Profit Sharing Payments pursuant to this Section 4 shall terminate if prior to the third anniversary of this Agreement, Investor has received aggregate Discretionary Cash Payments pursuant to Section 3 above equal to three times (3X) the Purchase Price.

5. Participation Right

(a) The Investor has the right of first refusal to purchase its Pro Rata Share (as defined below) of all (or any part) of any New Securities (as defined in Section 5(b) below) that the Company may from time to time issue after the date of this Agreement, provided, however, the Investor shall have no right to purchase any such New Securities if the Investor cannot demonstrate to the Company’s reasonable satisfaction that the Investor is at the time of the proposed issuance of such New Securities an “accredited investor” as such term is defined in Regulation D under the Securities Act. The Investor’s “**Pro Rata Share**” for purposes of this right of first refusal is the Conversion Percentage multiplied by the number of New Securities being issued by the Company.

(b) “**New Securities**” shall mean any Capital Stock of the Company issued in connection with an Equity Financing.

(c) In the event that the Company proposes to undertake an issuance of New Securities, it shall give to the Investor a written notice of its intention to issue New Securities (the “**Notice**”), describing the type of New Securities and the price and the general terms upon which the Company proposes to issue such New Securities given in accordance with

Section 12(b). The Investor shall have ten (10) days from the date such Notice is effective, as determined pursuant to Section 12(b) based upon the manner or method of notice, to agree in writing to purchase its Pro Rata Share of such New Securities for the price and upon the general terms specified in the Notice by giving written notice to the Company and stating therein the quantity of New Securities to be purchased (not to exceed the Investor's Pro Rata Share).

6. Financial Information. The Company will provide the Investor with Basic Financial Information and access to the Company's financial software upon request.

7. Company Representations

(a) The Company is a corporation duly organized, validly existing and in good standing under the laws of the state of its incorporation, and has the power and authority to own, lease and operate its properties and carry on its business as now conducted.

(b) The execution, delivery and performance by the Company of this instrument is within the power of the Company and, other than with respect to the actions to be taken when equity is to be issued to the Investor, has been duly authorized by all necessary actions on the part of the Company. This instrument constitutes a legal, valid and binding obligation of the Company, enforceable against the Company in accordance with its terms, except as limited by bankruptcy, insolvency or other laws of general application relating to or affecting the enforcement of creditors' rights generally and general principles of equity. To the knowledge of the Company, it is not in violation of (i) its current certificate of incorporation or bylaws, (ii) any material statute, rule or regulation applicable to the Company or (iii) any material indenture or contract to which the Company is a party or by which it is bound, where, in each case, such violation or default, individually, or together with all such violations or defaults, could reasonably be expected to have a material adverse effect on the Company.

(c) The performance and consummation of the transactions contemplated by this instrument do not and will not: (i) violate any material judgment, statute, rule or regulation applicable to the Company; (ii) result in the acceleration of any material indenture or contract to which the Company is a party or by which it is bound; or (iii) result in the creation or imposition of any lien upon any property, asset or revenue of the Company or the suspension, forfeiture, or nonrenewal of any material permit, license or authorization applicable to the Company, its business or operations.

(d) No consents or approvals are required in connection with the performance of this instrument, other than: (i) the Company's corporate approvals; (ii) any qualifications or filings under applicable securities laws; and (iii) necessary corporate approvals for the authorization of Capital Stock issuable pursuant to Section 2.

(e) To its knowledge, the Company owns or possesses (or can obtain on commercially reasonable terms) sufficient legal rights to all patents, trademarks, service marks, trade names, copyrights, trade secrets, licenses, information, processes and other intellectual property rights necessary for its business as now conducted and as currently proposed to be conducted, without any conflict with, or infringement of the rights of, others.

8. Investor Representations

(a) The Investor has full legal capacity, power and authority to execute and deliver this instrument and to perform its obligations hereunder. This instrument constitutes valid and binding obligation of the Investor, enforceable in accordance with its terms, except as limited by bankruptcy, insolvency or other laws of general application relating to or affecting the enforcement of creditors' rights generally and general principles of equity.

(b) The Investor is an accredited investor as such term is defined in Rule 501 of Regulation D under the Securities Act. The Investor has been advised that this instrument and the underlying securities have not been registered under the Securities Act, or any state securities laws and, therefore, cannot be resold unless they are registered under the Securities Act and applicable state securities laws or unless an exemption from such registration requirements is available. The Investor is purchasing this instrument and the securities to be acquired by the Investor hereunder for its own account for investment, not as a nominee or agent, and not with a view to, or for resale in connection with, the distribution thereof, and the Investor has no present intention of selling, granting any participation in, or otherwise distributing the same. The Investor has such knowledge and experience in financial and business matters that the Investor is capable of evaluating the merits and risks of such investment, is able to incur a complete loss of such investment without impairing the Investor's financial condition and is able to bear the economic risk of such investment for an indefinite period of time.

9. Company Covenants and Restrictions.

(a) The Purchase Amount provided to the Company by the Investor pursuant to this Agreement shall be used by the Company only for working capital and to accelerate product development and revenues. Without in any way limiting the generality of the prior sentence, no portion of the Purchase Amount may be used by the Company to repay outstanding indebtedness.

(b) For as long as the Company is obligated to make Cash Flow Payments to the Investor pursuant to Section 3(a) above of Net Profit Payments pursuant to Section 4(a) the Company shall notify the Investor prior to incurring indebtedness unless the repayment of such indebtedness is expressly subordinated to the payment to Investor of the maximum Cash Flow Payments and Net Profit Payments.

10. Arbitration.

(a) Any claim, dispute, or controversy of whatever nature arising out of or relating to this Agreement (including any other agreement(s) contemplated hereunder), including, without limitation, any action or claim based on tort, contract, or statute (including any claims of breach or violation of statutory or common law protections from discrimination, harassment and hostile working environment), or concerning the interpretation, effect, termination, validity, performance and/or breach of this Agreement ("**Claim**"), shall be resolved by final and binding arbitration ("**Arbitration**") before a single arbitrator ("**Arbitrator**") selected from and administered by JAMS, Inc. (or its successor) (the "**Administrator**") in accordance with its then-existing comprehensive arbitration rules or procedures. The arbitration shall be held in San Francisco, California. BY AGREEING TO THIS BINDING ARBITRATION PROVISION, THE PARTIES UNDERSTAND THAT THEY ARE WAIVING CERTAIN

RIGHTS AND PROTECTIONS WHICH MAY OTHERWISE BE AVAILABLE IF A CLAIM BETWEEN THE PARTIES WERE DETERMINED BY LITIGATION IN COURT, INCLUDING, WITHOUT LIMITATION, THE RIGHT TO SEEK OR OBTAIN CERTAIN TYPES OF DAMAGES PRECLUDED BY THIS PARAGRAPH, THE RIGHT TO A JURY TRIAL, CERTAIN RIGHTS OF APPEAL, AND A RIGHT TO INVOKE FORMAL RULES OF PROCEDURE AND EVIDENCE. The Arbitrator shall: (a) have the authority to compel adequate discovery for the resolution of the dispute and to award such relief as would otherwise be available under applicable law in a court proceeding; and (b) issue a written statement signed by the Arbitrator regarding the disposition of each claim and the relief, if any, awarded as to each claim, the reasons for the award, and the Arbitrator's essential findings and conclusions on which the award is based.

(b) Each party shall bear its own attorney's fees, costs, and disbursements arising out of the Arbitration, and shall pay an equal share of the fees and costs of the Administrator and the Arbitrator; provided, however, the Arbitrator shall be authorized to determine whether a party is substantially the prevailing party, and if so, to award to that substantially prevailing party reimbursement for its reasonable attorneys' fees, costs and disbursements (including, for example, expert witness fees and expenses, photocopy charges, travel expenses, etc.), and/or the fees and costs of the Administrator and the Arbitrator.

11. Termination. This instrument will expire and terminate (without relieving the Company of any obligations arising from a prior breach of or non-compliance with this instrument) upon the issuance of stock to the Investor pursuant to Section 2(a) or Section 2(b); provided that the Company's obligations pursuant to Section 5 shall continue until the Company completes a Liquidity Event.

12. Miscellaneous

(a) Any provision of this instrument may be amended, waived or modified only upon the written consent of the Company and the Investor.

(b) Any notice required or permitted by this instrument will be deemed sufficient when delivered personally or by overnight courier or sent by email to the relevant address listed on the signature page, or 48 hours after being deposited in the U.S. mail as certified or registered mail with postage prepaid, addressed to the party to be notified at such party's address listed on the signature page, as subsequently modified by written notice.

(c) In the event any one or more of the provisions of this instrument is for any reason held to be invalid, illegal or unenforceable, in whole or in part or in any respect, or in the event that any one or more of the provisions of this instrument operate or would prospectively operate to invalidate this instrument, then and in any such event, such provision(s) only will be deemed null and void and will not affect any other provision of this instrument and the remaining provisions of this instrument will remain operative and in full force and effect and will not be affected, prejudiced, or disturbed thereby.

(d) All rights and obligations hereunder will be governed by the laws of the State of California, without regard to the conflicts of law provisions of such jurisdiction.

(e) It is the intention of the parties that this security be treated as equity and not debt for tax purposes.

(Signature page follows)

IN WITNESS WHEREOF, the undersigned have caused this instrument to be duly executed and delivered.

[Company], Inc.

By: _____
[name]

Address: _____

Email: _____

INVESTOR:

OATV IV, LP

By: OATV GP IV, LLC, Its General Partner

Name: Bryce Roberts

Title: Managing Director

Address: 101A Clay Street, #276

San Francisco, CA 94111

Email: Bryce@oatv.com

EXHIBIT A

Conversion Percentage

Conversion Percentage is equal to [percentage], provided however, if on or before the third anniversary of the date of this agreement (i.e. date +3 years) Investor has received aggregate Cash Flow Payments pursuant to Section 3 in an amount equal to three times the Purchase Amount, then as of such date the Conversion Percentage shall be equal to [50% of percentage].