

The following is a summary of the basic terms and conditions of a proposed common share financing of COMPANY NAME. This Term Sheet is not a commitment to complete the proposed financing, which is conditional on the completion of due diligence, legal review and final documentation that is satisfactory to the Company and the Investor.

Summary of Proposed Terms for Common Share Financing

COMPANY NAME

January 1, 2014

Issuer:

COMPANY NAME, a corporation organized under the laws of BC (the "Company").

Investor(s):

Full Stack Ventures Limited Partnership, by its General Partner Full Stack Foundry General Partnership (the "Investor")

Type of Security: Common Shares in the capital of the Company ("Common Shares"). Holders of Common Shares are entitled to dividends, if and when declared by the directors, to one vote per Common Share at meetings of holders of Common Shares and, upon liquidation, to receive such of the Company's assets as are distributable to the holders of the Common Shares.

Founders: Founder, Founder 2, Founder 3

Amount of Financing: An aggregate amount of CDN\$XXX,XXX (the "Financing").

Price: The purchase price per share (the "Purchase Price") shall be CDN\$X.XX/share, representing a fully-diluted pre-money valuation of CDN\$X,XXX,XXX.

Cap Table: Company's cap table, which includes all issued shares and its option pool, is attached as Schedule "A".

Shareholders Agreement: Each of the Investor, the Founders, the Company and all other shareholders shall enter into a shareholders' agreement reasonably acceptable to each of them concurrent with the closing of the Financing, reflecting the provisions set forth herein.

Information Rights: The Company shall deliver, within the time frames to be set out in the Shareholder's Agreement: annual unaudited financial statements; the Company's annual budget; quarterly financial statements; and such other financial and business information as the Investor may reasonably request from time to time.

Pre-Emptive Rights: The Investor shall have the right in the event that the Company proposes to offer equity securities to any person (other than shares reserved under the Company's stock option plan and other customary exceptions) to purchase its pro rata portion of such shares (based on the number of shares then outstanding on an as-

converted and as-exercised basis), at the same price and on the same terms as the Company offers such securities to such other person, with no oversubscription rights. These provisions shall terminate upon a Qualified IPO or a deemed liquidation event.

Right of First Refusal and Co-Sale : All common shares shall be subject to a right of first refusal and co-sale covenants (with certain reasonable exceptions) with each Investor and the Founders, such that common shares may not be sold, transferred or exchanged to or with a third party unless each Investor and Founder has an opportunity to purchase such shares or participate in the sale on a pro-rata basis, as the case may be.

Subscription Agreement: The investment shall be made pursuant to a Subscription Agreement reasonably acceptable to the Company and the Investor, reflecting the provisions set forth herein.

Founder Vesting: All shares held by the Founders shall be subject to vesting as follows: 25% of the shares are vested as at Vesting Start with the remaining 75% to vest monthly over the next Vesting Term (in years) years. All unvested shares shall immediately vest upon a qualified IPO or deemed liquidation event at any time after the date that is twelve months from the closing date.

Proprietary Information and Inventions Agreement: Each current and former officer, employee and consultant of the Company shall enter into a proprietary information and inventions agreement in a form reasonably acceptable to the Investor, concurrent with the closing of the Financing.

Due Diligence: The purchase of Common Shares shall be subject to the satisfactory completion of a due diligence review of the Company by the Investor. This due diligence will include but not be limited to a budget / use of proceeds review, hiring plan, user metrics, and cap table review.

Conditions Precedent: Usual and customary conditions precedent, including signing and delivering definitive legal documents, obtaining the applicable consents and approvals and complying with all applicable laws.

Use of Proceeds: Funding working capital, market and product development, sales expansion, hiring management and employees of the Company as per a budget and business plan approved by the Investors, and paying the fees and expenses of this transaction.

Legal Fees and Expenses: You will use our investment to Activity Description as per a budget and business plan approved by the Investors, and paying the fees and expenses of this transaction. None of our investment can be used to pay off accrued wages or shareholder loans.

Closing Date: It is anticipated that the Financing will close on XX or such other date as is mutually agreed to by the parties.

Publicity: Neither party may disclose the existence or any details of this Term Sheet or the negotiations related thereto to any third party other than their respective employees and advisors who have a need to know and who have agreed to maintain

such information in confidence.

Currency: All currency references in this letter are to Canadian dollars, unless otherwise noted.

Governing Law: This Term Sheet and all related agreements will be governed by and construed in accordance with the laws of the province of British Columbia and the laws of Canada applicable therein.

Non-Binding and Binding Provisions: No legally binding obligations will be created, implied, or inferred by this Term Sheet, until final documents are executed and delivered by all parties, other than the following provisions of this Term Sheet which shall be binding on the parties hereto: (1) Governing Law; (2) Non-Binding and Binding Provisions; (3) Publicity; (4) Legal Fees and Expenses; and (5) Expiry Date.