

## MOBILESPIKE, INC.

### MEMORANDUM OF TERMS FLASHSEED PREFERRED STOCK

This Memorandum of Terms represents only the current thinking of the parties with respect to certain of the major issues relating to the proposed private offering and does not constitute a legally binding agreement. This Memorandum of Terms does not constitute an offer to sell or a solicitation of an offer to buy securities in any state where the offer or sale is not permitted.

#### THE OFFERING

<i>Issuer:</i>	MobileSpike, Inc., a Delaware corporation (the “ <b>Company</b> ”).
<i>Securities:</i>	FlashSeed Preferred Stock (the “ <b>Flash Preferred</b> ”).
<i>Valuation of the Company:</i>	\$4,353,333 pre-money valuation.
<i>Amount of the Offering:</i>	Up to a maximum \$800,000 of new investment from investors that are acceptable to the Company (“ <b>Investors</b> ”). A minimum of \$0 of new investment will be required for the initial closing of the sale and issuance of Flash Preferred (the “ <b>Initial Closing</b> ”).
<i>Number of Shares:</i>	Up to 1,600,000 shares of Flash Preferred.
<i>Price per Share:</i>	\$0.500 (the “ <b>Purchase Price</b> ”).
<i>Offering Period:</i>	The offering of the Flash Preferred will remain open until July 27, 2016 (the “ <b>Offering End Date</b> ”).

#### TERMS OF THE FLASH PREFERRED

<i>Liquidation Preference:</i>	In the event of a liquidation, dissolution or winding up of the Company, each holder of Flash Preferred and each holder of the Company’s Flash CF Preferred Stock (together with the Flash Preferred, collectively, the “ <b>Preferred Stock</b> ”) will have the right to receive, prior to any distribution to the Company’s common stock (the “ <b>Common Stock</b> ”), an amount per share equal to the greater of (a) the Purchase Price, and (b) the amount such holder would receive if all shares of the Preferred Stock were converted into Common Stock immediately prior to the liquidation event. The remaining assets will be distributed pro rata to the holders of Common Stock. A sale of all or substantially all of the Company’s assets or a merger or consolidation of the Company with any other
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company resulting in a change of control will be treated as a liquidation of the Company (a “**Deemed Liquidation**”).

***Conversion:***

The Flash Preferred may be converted at any time, at the option of the holder, into shares of Common Stock. The conversion rate will initially be 1:1, subject to customary adjustments.

***Automatic Conversion:***

Each share of Flash Preferred will automatically convert into Common Stock, at the then applicable conversion rate, upon (a) the closing of a firmly underwritten public offering of Common Stock or (b) the election or consent of the holders of a majority of the Preferred Stock (voting together as a single class on an as-converted basis).

***General Voting Rights:***

Each share of Flash Preferred will have the right to a number of votes equal to the number of shares of Common Stock issuable upon conversion of each such share of Flash Preferred. The Flash Preferred will vote with the Common Stock on all matters except as specifically provided in the Company’s Amended and Restated Certificate of Incorporation (the “**Restated Certificate**”) or as otherwise required by law.

***Protective Provisions:***

The Flash Preferred will have only separate rights as a series of stock to approve certain corporate transactions and changes to the rights of the Flash Preferred to the extent specifically required under the General Corporation Law of the State of Delaware. For avoidance of doubt, no separate series approval of the holders of the Flash Preferred will be required for a future financing transaction by the Company, including the authorization and issuance of class of stock that is senior to the Flash Preferred.

***Uncertificated Securities:***

The Flash Preferred will be issued as uncertificated securities and will constitute book-entry securities. Accordingly, no stock certificates representing the Flash Preferred will be issued and such stock certificates will not be available for physical delivery. Flash Preferred records will be centralized and recorded electronically in a system managed by the Company’s transfer agent.

## **INVESTORS’ RIGHTS AGREEMENT**

***Right to Maintain***

***Proportionate Ownership:***

Each holder of at least 40,000 shares of Flash Preferred shares (each, a “**Significant Holder**”) will have a right to

purchase its pro rata share of any offering of new securities by the Company, subject to customary exceptions and exercisable within ten calendar days following notice from the Company of the applicable offering. The pro rata share will be based on the ratio of (a) the number of shares of Common Stock held by such holder (assuming full conversion of the Flash Preferred and other convertible securities of the Company held by such Significant Holder) to (b) the Company's fully-diluted capitalization (assuming the conversion of the Flash Preferred and other convertible securities of the Company). FlashFunders will have the secondary right to exercise any of the foregoing purchase rights not exercised by any Significant Holder. This purchase right will terminate immediately prior to the first to occur of (x) a Deemed Liquidation Event, (y) the Company's initial public offering and (z) five years after the Initial Closing. This purchase right will terminate with respect to any Significant Holder if such Significant Holder fails to purchase his, her or its full pro rata share of any new securities offered pursuant to this purchase right.

***Information Rights:***

In the event that the Company prepares financial statements, the Company will, upon request of a Significant Holder, make available to such Significant Holder after the end of each fiscal year of the Company, copies of the Company's unaudited balance sheet and unaudited statements of income and cash flows for such fiscal year, provided that each Significant Holder will agree to maintain the confidentiality of such financial statements and the Company will not be required to provide such financial statements to any competitor.

***Drag-Along:***

Each Investor will agree to vote such Investor's shares of Flash Preferred and Common Stock issued upon conversion of the Flash Preferred ("**Conversion Shares**") in favor of any of the following transactions which is approved by the Company's Board of Directors and the holders of a majority of the outstanding voting shares of the Company (voting on as-converted basis):

(a) a Deemed Liquidation which either (i) results in gross proceeds to the holders of Preferred Stock equal to at least 3 times the Purchase Price or (ii) is approved by holders of a majority of Preferred Stock (voting together as a single class on an as-converted basis), so long as in either case the liability of such Investor in such transaction is several (and not joint), is limited to the

proceeds received by the such Investor, and does not exceed such Investor's pro rata portion of any claim and the consideration to be paid to the stockholders in such transaction will be allocated as if the consideration were the proceeds to be distributed to the Company's stockholders in a liquidation under the Restated Certificate; or

(b) any bona fide equity financing transaction in which the effective price per share is at least 3 times the Purchase Price.

***Right of First Refusal:***

In connection with any Investor's proposed transfer of any of Investor's Flash Preferred or Conversion Shares (subject to limited exceptions), such Investor must notify the Company and the Company will have a right of first refusal to purchase any or all of the shares on the same terms and conditions as the proposed transfer. The Company's right of first refusal will be assignable at the discretion of the Company's Board of Directors.

***Market Stand-Off:***

Each Investor will agree not to effect any transactions with respect to any of the Company's securities held by such Investor within 180 days following the Company's initial public offering, provided that all officers, directors and 5% stockholders of the Company are similarly bound.

***Restricted Securities:***

The Flash Preferred and any Conversion Shares will be "restricted securities" for purposes of federal and state securities laws, and (in addition the restrictions set forth above and in the definitive documents) may only be transferred pursuant to an effective registration or valid exemption from registration.

**DISPUTE RESOLUTION**

***Governing Law:***

Investment documents will be governed by Delaware law.

***Arbitration; Waiver of  
Class Actions Claims:***

Subject to limited exceptions, all claims as a stockholder or relating to the investment in the Company will be subject to resolution by mandatory, binding arbitration. Claims may be brought only individually, and not as a class action or similar claim.