COMPANY NAME

STOCK PURCHASE AGREEMENT

**This Stock Purchase Agreement** (the “***Agreement***”) is made as of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, by and between **Company Name**, a \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ corporation (the “***Company***”), and **Fledge, LLC** a Delaware limited liability company (“***Purchaser***”).

**Whereas,** the Company desires to issue, and Purchaser desires to acquire, stock of the Company as herein described, on the terms and conditions hereinafter set forth; and

**Whereas,** the issuance of common|preferred stock hereby is intended to comply with the provisions of Rule 506 promulgated by the Securities and Exchange Commission under the Securities Act of 1933, as amended (the “***Securities Act***”).

**Now, Therefore, It Is Agreed** between the parties as follows:

1. **Purchase and Sale of Stock.** Purchaser hereby agrees to purchase from the Company, and the Company hereby agrees to sell to Purchaser, Common Stock representing six percent (**6%**) of the capital stock (calculated on a fully-diluted basis, including all options, warrants, convertible securities and other rights to acquire capital stock) of the Company (**NNN** shares (the “***Shares***”)), for an aggregate purchase price of **$37,500** in cash and in-kind services upon execution of this Agreement (receipt of which is hereby acknowledged).
2. **Redemption Rights.**
	1. The Company shall be obligated to redeem up to **50.0%** of the Shares (as adjusted for any stock dividends, combinations, splits, recapitalizations and the like with respect to such shares after the filing date hereof) (the “***Redeemable Shares***”) as follows:
		1. The Company, to the extent it may lawfully do so, shall redeem a number of Redeemable Shares on each date forty-five (45) days following the end of each quarterly accounting period (each a “***Redemption Date***”). The number of Redeemable Shares to be redeemed on each Redemption Date shall be equal to the quotient obtained by dividing (A) an amount equal to four percent (**4%**) of the Company Revenue by (B) the Per Share Redemption Price. “***Company Revenue***” shall equal the Company’s revenue (determined in accordance with cash basis accounting or United States generally accepted accounting principles then in effect and applied consistently with past practices of the Company, as applicable (to the extent such practices are in accordance with United States generally accepted accounting principles) for such preceding quarter. “***Per Share Redemption Price***” shall be amount equal to **$PPP**[[1]](#footnote-1) per Redeemable Share (as adjusted for any stock dividends, combinations, splits, recapitalizations and the like with respect to such shares after the filing date hereof). The Company shall effect such redemptions on each Redemption Date by paying in cash in exchange for the Redeemable Shares to be redeemed on such Redemption Date an amount equal to the product of (x) the number of Redeemable Shares to be redeemed on such Redemption Date *times* (y) the Per Share Redemption Price. The total amount to be paid for the Redeemable Shares is hereinafter referred to as the “***Redemption Price***.”
		2. No more than thirty (30) days after the end of each quarterly accounting period, the Company shall deliver a notice to the Purchaser, certified by an officer of the Company, setting forth the Company’s calculations of (A) Company Revenue for the preceding quarter and (B) the number of Redeemable Shares to be redeemed at the next Redemption Date (the “***Calculation Notice”***). If the Company does not have sufficient funds legally available or encumbered by accrued liabilities to redeem all shares to be redeemed at such Redemption Date, then it shall so notify the Purchaser and shall redeem such shares to the extent possible and shall redeem the remaining shares to be redeemed as soon as sufficient funds are legally available. Upon receipt of a Calculation Notice, if the aggregate number of Redeemable Shares to redeemed at the next Redemption Date are less than twenty percent (20%) of the total number of Redeemable Shares, the Purchaser may elect upon notice to the Company to defer the redemption of such Redeemable Shares until the next Redemption Date.
		3. The Company at its sole discretion and only if related to a closed equity investment or loan equal to or greater than the Redemption Price, may redeem all remaining shares outstanding to the Purchaser.
	2. On or after each such Redemption Date, the Purchaser shall surrender its certificates representing such shares to be redeemed, and thereupon the Redemption Price of such shares shall be payable to the Purchaser and each surrendered certificate shall be canceled. In the event less than all the shares represented by such certificates are redeemed, a new certificate shall be issued representing the unredeemed shares. From and after such Redemption Date, unless there shall have been a default in payment of the Redemption Price or the Company is unable to pay the Redemption Price due to not having sufficient legally available funds, all rights of the Purchaser (except the right to receive the Redemption Price without interest upon surrender of their certificates), shall cease and terminate with respect to such shares; *provided* that in the event that Redeemable Shares are not redeemed due to a default in payment by the Company or because the Company does not have sufficient legally available funds, such Redeemable Shares shall remain outstanding and shall be entitled to all of the rights and preferences provided herein until redeemed.
	3. Upon the redemption of all of the Redeemable Shares, the Company’s obligation to deliver a Calculation Notice or to redeem any additional shares pursuant to this Section 2 shall terminate.
	4. The Purchaser shall have the right to review the books and records of the Company with respect to the Company’s calculations of Company Revenue and the Company shall make such books and records and appropriate personnel available to Purchaser for such review.
	5. In the event of a Change in Control of the Company, Purchaser shall be entitled to receive out of the proceeds available for distribution with respect to each Redeemable Share then held by the Purchaser, the greater of (i) the amount of cash, securities or other property to which Purchaser would be entitled to receive with respect to each such Redeemable Share without this Section 2(e) and (ii) the Per Share Redemption Price with respect to each such Redeemable Shares. “***Change in Control***” shall mean (A) a sale or other disposition of all or substantially all (as determined by the Board of Directors in its sole discretion) of the assets of the Company; or (B) a merger, consolidation or similar transaction in which the Company is not the surviving corporation (other than a transaction in which stockholders immediately before the transaction have, immediately after the transaction, at least a majority of the voting power of the surviving corporation); or (C) the consummation of a merger, consolidation or similar transaction in which the Company is the surviving corporation but the shares of the Company’s Common Stock outstanding immediately preceding the transaction are converted by virtue of the transaction into other property, whether in the form of securities, cash or otherwise (other than a transaction in which stockholders immediately before the transaction have, immediately after the transaction, at least a majority of the voting power of the surviving corporation); or (D) any transaction or series of related transactions in which in excess of fifty percent (50%) of the Company’s voting power is transferred, other than the sale by the Company of stock in transactions the primary purpose of which is to raise capital for the Company’s operations and activities.
	6. In addition to the foregoing redemption obligations, the Company, to the extent it may lawfully do so, shall redeem all outstanding Shares that are then held by the Purchaser upon the written election of the Purchaser delivered to the Company on any date on or after the fifth anniversary of the date of this Agreement. The per share redemption price of such Shares shall be equal to the then fair market value, which shall be the highest price per share which the Company could obtain on the date of calculation from a willing buyer (not a current employee or director) for shares of Common Stock sold by the Company, from authorized but unissued shares, as determined in good faith by the Board of Directors of the Company and the Purchaser as of the date of receipt of the written election from Purchaser. If the Company and the Purchaser cannot agree on a price within thirty (30) days, at the request of the Purchaser, the parties will retain a mutually agreeable outside valuation firm to establish fair market value of the Shares, the cost of which will be shared equally by the parties. The repurchase terms shall be based on 4% (four percent) of the Company Revenue, equivalent in structure to 2(a)(i), or another set of terms mutually agreed upon between the Purchaser and the Company at the time of such redemption. On or after the date of repurchase of the Shares pursuant to this Section 2(f), the Purchaser shall surrender its certificates representing such shares to be redeemed, and thereupon the redemption price of such shares shall be payable to the Purchaser and each surrendered certificate shall be canceled. In the event less than all the shares represented by such certificates are redeemed, a new certificate shall be issued representing the unredeemed shares.
3. **Limitations on Transfer.** Purchaser shall not assign, hypothecate, donate, encumber or otherwise dispose of any interest in the Shares except in compliance with the provisions herein and applicable securities laws. Furthermore, the Shares shall be subject to any right of first refusal in favor of the Company or its assignees that may be contained in the Company’s Bylaws. **Purchaser hereby further acknowledges that Purchaser may be required to hold the Common Stock purchased hereunder indefinitely. During the period of time during which Purchaser holds the Common Stock, the value of the Common Stock may increase or decrease, and any risk associated with such Common Stock and such fluctuation in value shall be borne by Purchaser.**
4. **Information Rights.**
	1. **Basic Financial Information**. The Company will furnish Purchaser, when available (i) annual unaudited financial statements for each fiscal year of the Company, including an unaudited balance sheet as of the end of the fiscal year, an unaudited statement of operations and an unaudited statement of cash flows of the Company for the year; and, (ii) a letter from the Company’s CEO with commentary on the year’s results. If the Company has audited records of any of the foregoing, it will provide those in lieu of the unaudited versions.
	2. **Notification of Material Events**. The Company will notify Purchaser in writing of material changes or developments in the Company’s business including without limitation sales and marketing developments, contractual relationships and material changes in financial position.
	3. **Quarterly Notification**. In addition to the information specified in 2(a)(ii) and 4(b), no more than thirty (30) days after the end of each quarterly accounting period, the Company shall notify Purchaser in writing information on the state of the business, including total employment metrics, key performance metrics, and other measures of impact, plus non-quantitative information inclusive of major accomplishments and major lessons learned.
	4. **4(a)(7) Private Sale Exemption**. Upon request, the Company shall provide the capitalization table, financial statements, and other information relevant to comply with the private resale exemption in the amended section 4(a)(7) of the Securities Act of 1933.
5. **Restrictive Legends.** All certificates representing the Shares shall have endorsed thereon legends in substantially the following forms (in addition to any other legend which may be required by other agreements between the parties hereto):
	1. “THE SHARES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED. THEY MAY NOT BE SOLD, OFFERED FOR SALE, PLEDGED OR HYPOTHECATED IN THE ABSENCE OF AN EFFECTIVE REGISTRATION STATEMENT AS TO THE SECURITIES UNDER SAID ACT OR AN OPINION OF COUNSEL SATISFACTORY TO THE COMPANY THAT SUCH REGISTRATION IS NOT REQUIRED.”
	2. Any legend required by appropriate blue sky officials.
6. **Company Representations.** Except as set forth on a Schedule of Exceptions delivered by the Company to Purchaser at the closing of the issuance and sale of the Shares (the “***Closing***”), the Company hereby represents and warrants to Purchaser as of the date of this Agreement as set forth below.
	1. **Organization, Good Standing and Qualification**. The Company is a corporation duly organized, validly existing and in good standing under the laws of the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. The Company has all requisite corporate power and authority to own and operate its properties and assets, to execute and deliver this Agreement, to issue and sell the Shares, and to carry out the provisions of this Agreement and the Certificate of Incorporation of the Company (the “***Charter***”) and to carry on its business as presently conducted. The Company is duly qualified to do business and is in good standing as a foreign corporation in all jurisdictions in which the nature of its activities and of its properties (both owned and leased) makes such qualification necessary, except for those jurisdictions in which failure to do so would not have a material adverse effect on the Company or its business.
	2. **Capitalization; Voting Rights.**
		1. The authorized capital stock of the Company, immediately prior to the Closing, consists of (a) **XXXXX** shares of Common Stock, **XXXXX** shares of which are issued and outstanding, and (b) **XXXXX|no** shares of Preferred Stock.
		2. Under the Company’s Equity Incentive Plan (the “***Plan***”), (a) no shares have been issued pursuant to restricted stock purchase agreements and/or the exercise of outstanding options and are included in (b)(i) above, (b) no options to purchase shares have been granted and are currently outstanding, and (c) no shares of Common Stock remain available for future issuance to officers, directors, employees and consultants of the Company. The Company has not made any representations regarding equity incentives to any officer, employee, director or consultant that are inconsistent with the share amounts and terms set forth in the Company’s board minutes.
		3. Other than as set forth on Exhibit B and except as may be granted pursuant to this Agreement, there are no outstanding options, warrants, rights (including conversion or preemptive rights and rights of first refusal), proxy or stockholder agreements, or agreements of any kind for the purchase or acquisition from the Company of any of its securities.
		4. All issued and outstanding shares of the Company’s Common Stock (a) have been duly authorized and validly issued to the persons listed on Exhibit B hereto and are fully paid and nonassessable and (b) were issued in compliance with all applicable state and federal laws concerning the issuance of securities.
		5. The rights, preferences, privileges and restrictions of the Shares are as stated in the Charter. Each outstanding series of Preferred Stock is convertible into Common Stock on a one-for-one basis as of the date hereof and the consummation of the transactions contemplated hereunder will not result in any anti-dilution adjustment or other similar adjustment to the outstanding shares of Preferred Stock. The shares issuable upon conversion of the Shares (the “***Conversion Shares***”) have been duly and validly reserved for issuance. When issued in compliance with the provisions of this Agreement and the Charter, the Shares and the Conversion Shares will be validly issued, fully paid and nonassessable, and will be free of any liens or encumbrances other than (i) liens and encumbrances created by or imposed upon Purchaser and (ii) any right of first refusal set forth in the Company’s Bylaws; provided, however, that the Shares and the Conversion Shares may be subject to restrictions on transfer under state and/or federal securities laws as set forth herein or as otherwise required by such laws at the time a transfer is proposed. The sale of the Shares and the subsequent conversion of the Shares into Conversion Shares are not and will not be subject to any preemptive rights or rights of first refusal that have not been properly waived or complied with.
	3. **Multiple Investment Acknowledgement.** The Company acknowledges that Purchaser and several of its affiliates, mentors and employees either are or are employed by professional investment funds (collectively, the “***Fledge Affiliate Funds***”), and as such invest in numerous portfolio companies, some of which may be competitive with the Company's business.  No Fledge Affiliate Fund shall be liable to the Company for any claim arising out of, or based upon, (i) the investment by a Fledge Affiliate Fund in any entity competitive to the Company, or (ii) actions taken by any partner, officer or other representative of any Fledge Affiliate Fund to assist any such competitive company, whether or not such action was taken as a board member of such competitive company, or otherwise, and whether or not such action has a detrimental effect on the Company.
	4. **Advisor Indemnification.** Since Purchaser and its affiliates will be acting on behalf of the Company in providing guidance and advice as part of the Fledge Program, the Company agrees to the indemnity provisions and other matters set forth in Exhibit A which is incorporated by reference into this Agreement. The terms and provisions of Exhibit A shall survive any termination or expiration of this Agreement. For purposes of this Agreement, “***Fledge Program***” shall mean the Fledge incubator program and the guidance or advice related or offered to the Company by Purchaser, its advisors and affiliates.
	5. **Authorization; Binding Obligations**. All corporate action on the part of the Company, its officers, directors and stockholders necessary for the authorization of this Agreement, the performance of all obligations of the Company hereunder and thereunder at the Closing and the authorization, sale, issuance and delivery of the Shares pursuant hereto has been taken. This Agreement, when executed and delivered, will be a valid and binding obligation of the Company enforceable in accordance with its terms, except (i) as limited by applicable bankruptcy, insolvency, reorganization, moratorium or other laws of general application affecting enforcement of creditors’ rights and (ii) as limited by general principles of equity that restrict the availability of equitable remedies.
7. **Purchaser Representations.** In connection with the purchase of the Shares, Purchaser represents to the Company the following:
	1. **Requisite Power and Authority**. Purchaser has all necessary power and authority to execute and deliver this Agreement and to carry out its provisions. All action on Purchaser’s part required for the lawful execution and delivery of this Agreement has been taken. Upon its execution and delivery, this Agreement will be a valid and binding obligation of Purchaser, enforceable in accordance with its terms, except (i) as limited by applicable bankruptcy, insolvency, reorganization, moratorium or other laws of general application affecting enforcement of creditors’ rights and (ii) as limited by general principles of equity that restrict the availability of equitable remedies. Purchaser is purchasing the Shares for investment for Purchaser’s own account only and not with a view to, or for resale in connection with, any “distribution” thereof within the meaning of the Securities Act.
	2. **Investment Representations.** Purchaser understands that the Shares have not been registered under the Securities Act by reason of a specific exemption therefrom, which exemption depends upon, among other things, the bona fide nature of Purchaser’s investment intent as expressed herein. Purchaser also understands that the Shares are being offered and sold pursuant to an exemption from registration contained in the Securities Act based in part upon Purchaser’s representations contained in this Agreement. Purchaser hereby represents and warrants as follows:
		1. **Purchaser Bears Economic Risk.** Purchaser has substantial experience in evaluating and investing in private placement transactions of securities in companies similar to the Company so that it is capable of evaluating the merits and risks of its investment in the Company and has the capacity to protect its own interests. Purchaser must bear the economic risk of this investment indefinitely unless the Shares are registered pursuant to the Securities Act, or an exemption from registration is available. Purchaser understands that the Company has no present intention of registering the Shares or any shares of its Common Stock. Purchaser also understands that there is no assurance that any exemption from registration under the Securities Act will be available and that, even if available, such exemption may not allow Purchaser to transfer all or any portion of the Shares under the circumstances, in the amounts or at the times Purchaser might propose.
		2. **Acquisition for Own Account.**  Purchaser is acquiring the Shares for Purchaser’s own account for investment only, and not with a view towards their distribution.
		3. **Purchaser Can Protect Its Interest.** Purchaser represents that by reason of its, or of its management’s, business or financial experience, Purchaser has the capacity to protect its own interests in connection with the transactions contemplated in this Agreement. Further, Purchaser is aware of no publication of any advertisement in connection with the transactions contemplated in this Agreement.
		4. **Accredited Investor.**  Purchaser represents that it is an accredited investor within the meaning of Regulation D under the Securities Act.
		5. **Rule 144.**  Purchaser acknowledges and agrees that the Shares are “restricted securities” as defined in Rule 144 promulgated under the Securities Act as in effect from time to time and must be held indefinitely unless they are subsequently registered under the Securities Act or an exemption from such registration is available. Purchaser is aware of the provisions of Rule 144, which permits limited resale of shares purchased in a private placement subject to the satisfaction of certain conditions, including, among other things: the availability of certain current public information about the Company, the resale occurring following the required holding period under Rule 144 and the number of shares being sold during any three-month period not exceeding specified limitations.
8. **Market Stand-Off Agreement.** Purchaser shall not sell, dispose of, transfer, make any short sale of, grant any option for the purchase of, or enter into any hedging or similar transaction with the same economic effect as a sale, any Common Stock or other securities of the Company held by Purchaser, including the Shares (the “***Restricted Securities***”), during the 180-day period following the effective date of a registration statement of the Company filed under the Securities Act (the “***Lock Up Period”***) (or such longer period, not to exceed 18 days after the expiration of the 180-day period, as the underwriters or the Company shall request in order to facilitate compliance with NASD Rule 2711). Purchaser agrees to execute and deliver such other agreements as may be reasonably requested by the Company and/or the managing underwriters which are consistent with the foregoing or which are necessary to give further effect thereto. In order to enforce the foregoing covenant, the Company may impose stop‑transfer instructions with respect to Purchaser’s Restricted Securities until the end of such period. The underwriters of the Company’s stock are intended third party beneficiaries of this Section 7 and shall have the right, power and authority to enforce the provisions hereof as though they were a party hereto.
9. **Miscellaneous.**
	1. **Notices.** All notices required or permitted hereunder shall be in writing and shall be deemed effectively given: (i) upon personal delivery to the party to be notified, (ii) when sent by confirmed telex or facsimile if sent during normal business hours of the recipient, and if not during normal business hours of the recipient, then on the next business day, (iii) five (5) calendar days after having been sent by registered or certified mail, return receipt requested, postage prepaid, or (iv) one (1) business day after deposit with a nationally recognized overnight courier, specifying next day delivery, with written verification of receipt. All communications shall be sent to the other party hereto at such party’s address hereinafter set forth on the signature page hereof, or at such other address as such party may designate by ten (10) days advance written notice to the other party hereto.
	2. **Non-Disparagement.** Each party agrees that, except as required by applicable law, or compelled by process of law, at any time following the date hereof, neither party, nor anyone acting on either party’s behalf, shall hereafter make any derogatory, disparaging or critical statement about the other party, or such party’s subsidiaries or affiliates, or any of such party’s current managers, employees, agents or members or any persons who were managers, employees, agents or members of such party.
	3. **Participation in Program.** This Agreement shall not be deemed to create any obligation on the part of Purchaser to continue the Company’s participation in the Fledge Program. Purchaser may, in its discretion, terminate the participation of the Company in the Fledge Program at any time prior to the end of such program. In the event that Purchaser so elects to terminate the Company’s participation in the Fledge Program, Purchaser shall present for cancellation the certificates representing the Shares and any other equity interest in the Company held by Purchaser, and Purchaser shall otherwise take any action reasonably necessary to terminate and relinquish any and all rights and benefits with respect to the Shares and any other equity interest held by Purchaser in the Company.
	4. **Successors and Assigns.** This Agreement shall inure to the benefit of the successors and assigns of the Company and, subject to the restrictions on transfer herein set forth, be binding upon Purchaser and Purchaser’s successors and assigns.
	5. **Governing Law; Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. The parties agree that any action brought by either party to interpret or enforce any provision of this Agreement shall be brought in, and each party agrees to, and does hereby, submit to the jurisdiction and venue of, the appropriate state or federal court located in King County, WA.
	6. **Attorneys’ Fees**. In the event that any suit or action is instituted under or in relation to this Agreement, including without limitation to enforce any provision in this Agreement, the prevailing party in such dispute shall be entitled to recover from the losing party all fees, costs and expenses of enforcing any right of such prevailing party under or with respect to this Agreement, including without limitation, such reasonable fees and expenses of attorneys and accountants, which shall include, without limitation, all fees, costs and expenses of appeals.
	7. **Further Execution.** The parties agree to take all such further action(s) as may reasonably be necessary to carry out and consummate this Agreement as soon as practicable, and to take whatever steps may be necessary to obtain any governmental approval in connection with or otherwise qualify the issuance of the securities that are the subject of this Agreement.
	8. **Entire Agreement; Amendment.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes and merges all prior agreements or understandings, whether written or oral. This Agreement may not be amended, modified or revoked, in whole or in part, except by an agreement in writing signed by each of the parties hereto.
	9. **Severability.** If one or more provisions of this Agreement are held to be unenforceable under applicable law, the parties agree to renegotiate such provision in good faith. In the event that the parties cannot reach a mutually agreeable and enforceable replacement for such provision, then (i) such provision shall be excluded from this Agreement, (ii) the balance of this Agreement shall be interpreted as if such provision were so excluded and (iii) the balance of this Agreement shall be enforceable in accordance with its terms.
	10. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.

**[remainder of this page left intentionally blank]**

**In Witness Whereof,** the parties hereto have executed this Agreement as of the day and year first above written.

**Company Name**

By:

Name:

Title:

Email:

Address:

**Fledge, LLC**

By: Fledge Management, LLC, its manager

By:

Name: Michael Libes

Title: Manager

Address:

220 2nd Ave S

Seattle, WA 98104

Exhibit A

The Company will indemnify and hold harmless Purchaser and its affiliates, partners, directors, agents, employees, controlling persons, and mentors, as well as any other participants in the Fledge Program (each an “***Indemnified Person***”) against any and all losses, claims, damages or liabilities in connection with or as a result of (a) the terms of the attached Stock Purchase Agreement by and between Purchaser and the Company (the “***Agreement***”), (b) any matter referred to in the Agreement, (c) any negligent act, error or omission by an Indemnified Person, including without limitation any guidance or advice related or offered to the Company by an Indemnified Person, and/or (d) any third party claims regarding the misappropriation or infringement of any third party proprietary rights by the Company. If for any reason the foregoing indemnification is unavailable to an Indemnified Person or Persons or insufficient to hold an Indemnified Person or Persons harmless, then the Company shall contribute to the amount paid or payable by the Indemnified Person or Persons as a result of such loss, claim, damage or liability (i) in such proportion as is appropriate to reflect the relative economic interests of the Company and its stockholders on the one hand and the Indemnified Person or Persons on the other hand in the matters contemplated by the Agreement, and (ii) only if the allocation provided for in clause (i) is held unenforceable, in such proportion as is appropriate to reflect (i) as well as the relative fault of the Company on the one hand and the Indemnified Person or Persons on the other hand with respect to such loss, claim, damage or liability, and any other relevant equitable considerations.

The reimbursement, indemnity and contribution obligations of the Company under the foregoing paragraph shall be in addition to any liability which the Company may otherwise have. The Indemnified Persons other than Purchaser shall be deemed third party beneficiaries to this Agreement. The Company will not, without the prior written consent of Purchaser, settle or compromise or consent to the entry of any judgment in any pending or threatened claim, action or proceeding relating to the matters contemplated by the Agreement (whether or not any Indemnified Person is a party thereto) unless such settlement, compromise or consent includes an unconditional release of Purchaser and each other Indemnified Person from all liability arising or that may arise out of such claim, action or proceeding.

**The provisions of this Exhibit A shall survive any termination the Agreement.**

**Exhibit b**

**Capitalization Table**

|  |  |  |
| --- | --- | --- |
| **Name** | **All shares Prior to this agreement** | **All shares as of this agreement** |
| Founder #1 |  |  |  |  |
| Founder #2 |  |  |  |  |
| Founder #3 |  |  |  |  |
| Founder #4 |  |  |  |  |
| Fledge, LLC | 0 | 0.00% |  | 7.0% |
| Total |  | 100.00% |  | 100.00% |

1. Aggregate Redemption Price to equal two times the aggregate original purchase price. [↑](#footnote-ref-1)