

**JOINDER AGREEMENT**

The undersigned hereby joins as a Purchaser and agrees to be bound by the Series Seed Preferred Stock Subscription Agreement dated as of the 27<sup>th</sup> day of January, 2015 among Cartogram Inc., a Delaware Corporation, the Key Holders and the Purchasers named therein, purchasing the following shares of Series Seed Preferred Stock:

Number of shares purchased:

Per Share Purchase Price: \$1.6716

Purchase consideration: \$

Purchaser affirms the Purchaser Representations in Section 7 of the Series Seed Stock Purchase Agreement.

Purchaser is an accredited investor as defined in Rule 501(a) of Regulation D promulgated under the Securities Act under one of the following categories:

\_\_\_\_\_ 1. The undersigned had an individual income (exclusive of the income of his spouse) in excess of \$200,000 for each of the two most recent years, or joint income with his spouse in excess of \$300,000 in each of those years, and reasonably expects the same income level for the current year; or

\_\_\_\_\_ 2. As of the date of this Joinder Agreement, the Purchaser (either individually or with his spouse) has a net worth in excess of \$1,000,000, exclusive of his primary residence.

\_\_\_\_\_ 3. Purchaser is an entity (but not an individual person) in which all equity owners of this entity are accredited investors.

**PURCHASER:**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Email: \_\_\_\_\_

Purchaser has reviewed the Risk Factors of the Company, attached.

**EXHIBIT A**

**AMENDMENT AGREEMENT**

This Amendment Agreement amends the Series Seed Preferred Stock Subscription Agreement dated January 27, 2015 (the "Subscription Agreement") among Cartogram, Inc. a Delaware corporation (the "Company"), the Purchasers, and the Key Holders named therein.

The Subscription Agreement is hereby amended to provide that up to 358,938 shares of Series Seed Preferred Stock in aggregate may be issued under the Subscription Agreement. The purchase price is \$1.6716 per share.

This Amendment Agreement is executed as of July 24, 2015.

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| <p>CARTOGRAM, INC.</p><br><br><p>By: _____<br/>William Clausen, President and CEO</p> | <p>PURCHASER</p><br><br><p>By: _____</p><br><br><p>By: _____</p><br><br><p>By: _____</p> |
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## SERIES SEED PREFERRED STOCK SUBSCRIPTION AGREEMENT

This Series Seed Preferred Stock Subscription Agreement (this “Agreement”) is dated as of the 27<sup>th</sup>, day of January 2015 (“Agreement Date”) by and between Cartogram Inc., a Delaware Corporation (the “Company”), the Key Holders and the Purchasers.

### Recitals

WHEREAS, the Company has authorized the sale and issuance of up to an aggregate of 250,000 shares of its Series Seed Preferred Stock (the “Series Seed Preferred Stock”);

WHEREAS, the Series Seed Preferred Stock has the rights, preferences, privileges and restrictions set forth in the Amended and Restated Certificate of Incorporation of the Company, in the form attached hereto as Exhibit A. (“Restated Charter”).

WHEREAS, each Purchaser desires to purchase shares of Series Seed Preferred Stock on the terms set forth in this Agreement and the Company desires to issue and sell such shares of Series Seed Preferred Stock to each Purchaser in accordance with the terms hereof;

NOW THEREFORE, in consideration of the foregoing recitals and the mutual promises, representations, warranties and covenants set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

### AGREEMENT

**1. DEFINITIONS.** Capitalized terms used and not otherwise defined in this Agreement or the Exhibit and Schedules thereto have the meanings set forth in Exhibit B.

**2. INVESTMENT.** Subject to the terms and conditions of this Agreement (i) each Purchaser shall purchase at the applicable Closing and the Company shall sell and issue to each Purchaser at such Closing that number of shares of Series Seed Preferred Stock set forth opposite such Purchaser’s name on Schedule 1, at a price per share equal to the Purchase Price (subject to any applicable discounts when all or a portion of such Purchase Price is being paid by cancellation of indebtedness of the Company to such Purchaser) and (ii) each Purchaser and each Key Holder and the Company agrees to be bound by the obligations set forth in this Agreement and to grant to the other parties hereto the rights set forth in this Agreement.

**3. LIQUIDATION PREFERENCE.** As stated in the Company’s Restated Charter, the Series Seed Preferred Stock holder shall receive an amount equal to one times (1x) the Purchase Price, plus any declared and unpaid dividends, prior to the payment of any sums to any other equity security holders in the event of (i) a liquidation, dissolution, or winding up of the Company (a “*Liquidation*”); or (ii) “*Change in Control*,” which means a merger or consolidation (other than one in which the stockholders of the Company own a majority by voting power of the outstanding shares of the surviving or acquiring corporation) and a sale, lease, transfer, or other disposition of all or substantially all of the assets of the Company. The participation preference of Series Seed Preferred Stock holders will be non-participating.

**4. ENTIRE AGREEMENT.** This Agreement (including the Exhibits and Schedules hereto) together with the Restated Charter constitute the full and entire understanding and agreement

between the parties with respect to the subject matter hereof, and any other written or oral agreement relating to the subject matter hereof existing between the parties is expressly canceled.

## **5. PURCHASE AND SALE OF SERIES SEED PREFERRED STOCK.**

### **5.1 Sale and Issuance of Series Seed Preferred Stock.**

- a. The Company shall adopt and file the Company's restated organizational documents, as applicable (e.g. certificate of incorporation), in substantially the form of Exhibit A attached to this Agreement (as the same may be amended, restated, supplemented or otherwise modified from time to time) (the "Restated Charter") with the Secretary of State of the State of Incorporation on or before the Initial Closing.
- b. Subject to the terms and conditions of this Agreement, each investor listed as a "Purchaser" on Schedule 1 (each, a "Purchaser") shall purchase at the applicable Closing and the Company agrees to sell and issue to each Purchaser at such Closing that number of shares of Series Seed Preferred Stock of the Company ("Series Seed Preferred Stock") set forth opposite such Purchaser's name on Schedule 1, at a purchase price per share equal to the Purchase Price. In the event that payment by a Purchaser is made, in whole or in part, by cancellation of indebtedness, then such Purchaser further agrees and covenants as set forth on the Acknowledgement & Agreement by Convertible Promissory Note Holders attached hereto as Exhibit D.

### **5.2 CLOSING.**

- a. The initial purchase and sale of the shares of Series Seed Preferred Stock hereunder shall take place remotely via the exchange of documents and signatures on the Agreement Date or the subsequent date on which one or more Purchasers execute counterpart signature pages to this Agreement and deliver the Purchase Price to the Company (which date is referred to herein as the "Initial Closing").
- b. Promptly following the Initial Closing, if required by the Company's governing documents, the Company shall deliver to each Purchaser participating in such Closing a certificate representing the shares of Series Seed Preferred Stock being purchased by such Purchaser at such Closing against payment of the Purchase Price therefor by check payable to the Company, by wire transfer to a bank account designated by the Company, by cancellation or conversion of indebtedness of the Company to Purchaser or by any combination of such methods.

## **6. REPRESENTATIONS AND WARRANTIES OF THE COMPANY.**

The Company hereby represents and warrants to each Purchaser that, except as set forth on the Disclosure Schedule attached as Exhibit C to this Agreement (the "Disclosure Schedule"), if any, which exceptions shall be deemed to be part of the representations and warranties made hereunder, the following representations are true and complete as of the date of the Agreement Date, except as otherwise indicated.

**6.1 ORGANIZATION, GOOD STANDING, AND QUALIFICATION.** The Company is a corporation duly organized, validly existing and in good standing under the laws of the State of Incorporation and has all corporate power and corporate authority required (a) to carry on its business as presently conducted and as presently proposed to be conducted and (b) to execute, deliver and perform its obligations under this Agreement. The Company is duly qualified to transact business as a foreign corporation and is in good standing under the laws of each jurisdiction in which the failure to so qualify or be in good standing would have a material adverse effect on the business, assets (including intangible assets), liabilities, financial condition, property, or results of operations of the Company.

**6.2 Capitalization.**

- a. The authorized capital of the Company, immediately prior to the Agreement Date (unless otherwise noted), will consist of 7,000,000 shares of Common Stock, par value \$.0001 per share (“Common Stock”), 1,066,901 shares of which will be issued and outstanding, and 3,000,000 shares of Preferred Stock, par value \$.0001 per share (“Preferred Stock”), 750,000 shares of which will be designated Series Seed Preferred Stock, none of which will be issued and outstanding.
- b. Except as provided in the Disclosure Schedule (Exhibit C), there are no outstanding preemptive rights, options, warrants, conversion privileges or rights (including but not limited to rights of first refusal or similar rights), orally or in writing, to purchase or acquire any securities from the Company including, without limitation, any shares of Common Stock, or Preferred Stock, or any securities convertible into or exchangeable or exercisable for shares of Common Stock or Preferred Stock, except for (a) the conversion privileges of the Series Seed Preferred Stock pursuant to the terms of the Restated Charter and (b) the securities and rights described in this Agreement.
- c. The Key Holders set forth in Schedule 1 (each a “Key Holder”) hold that number of shares of Common Stock set forth opposite each such Key Holder’s name in Disclosure Schedule (Exhibit C) (such shares, the “Key Holders’ Shares”) and certain Key Holders’ Shares are subject to vesting and/or the Company’s repurchase right on the terms specified in the Disclosure Schedule (Exhibit C) (the “Key Holders’ Vesting Schedules”). Except as specified in the Disclosure Schedule, the Key Holders do not own or have any other rights to any other securities of the Company. The Key Holders’ Vesting Schedules set forth in the Disclosure Schedule (Exhibit C) specify for each Key Holder (i) the vesting commencement date for each issuance of shares to or options held by such Key Holder, (ii) the number of shares or options held by such Key Holder that are currently vested, (iii) the number of shares or options held by such Key Holder that remain subject to vesting and/or the Company’s repurchase right and (iv) the terms and conditions, if any, under which the Key Holders’ Vesting Schedules would be accelerated. Other than the Key Holders’ Shares, which vest pursuant to the applicable Key Holders’ Vesting Schedules, all future options granted shall vest as follows: twenty-five percent (25%) of the shares vest one (1) year following the vesting commencement date, with the remaining seventy-five percent (75%) vesting in equal installments over the next three (3) years.

- d. Subsidiaries. The Company does not currently own or control, directly or indirectly, any interest in any other corporation, partnership, trust, joint venture, limited liability company, association, or other business entity. The Company is not a participant in any joint venture, partnership or similar arrangement.
- e. Authorization. All corporate action has been taken, or will be taken prior to the applicable Closing, on the part of the Board and stockholders that is necessary for the authorization, execution and delivery of this Agreement by the Company and the performance by the Company of the obligations to be performed by the Company as of the date hereof under this Agreement. This Agreement, when executed and delivered by the Company, shall constitute the valid and legally binding obligation of the Company, enforceable against the Company in accordance with its terms except (a) as limited by applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance, or other laws of general application relating to or affecting the enforcement of creditors' rights generally, or (b) as limited by laws relating to the availability of specific performance, injunctive relief, or other equitable remedies.
- f. Valid Issuance of Shares. The shares of Series Seed Preferred Stock, when issued, sold and delivered in accordance with the terms and for the consideration set forth in this Agreement, will be duly authorized, validly issued, fully paid and nonassessable and free of restrictions on transfer other than restrictions on transfer under this Agreement, applicable state and federal securities laws and liens or encumbrances created by or imposed by a Purchaser. Based on the accuracy of the representations of the Purchasers in Section 7 of this Agreement and subject to filings pursuant to Regulation D of the Securities Act of 1933, as amended (the "Securities Act"), and applicable state securities laws, the offer, sale and issuance of the shares of Series Seed Preferred Stock, and the Conversion Shares, to be issued pursuant to and in conformity with the terms of this Agreement will be exempt from registration requirements of the Securities Act, and will have been registered or qualified (or will be exempt from registration and qualification) under the registration, permit or qualifications requirements of all applicable state securities laws.
- g. Litigation. There is no pending action, suit, proceeding, arbitration, mediation, complaint, claim, charge or investigation before any court, arbitrator, mediator or governmental body or, to the Company's knowledge, currently threatened in writing (a) against the Company or (b) against any consultant, officer, director or key employee of the Company arising out of his or her consulting, employment or board relationship with the Company or that could otherwise materially impact the Company.
- h. Intellectual Property. The Company owns or possesses sufficient legal rights to all Intellectual Property (as defined below) that is necessary to the conduct of the Company's business as now conducted and as presently proposed to be conducted (the "Company Intellectual Property") without any violation or infringement (or in the case of third-party patents, patent applications, trademarks, trademark applications, service marks, or service mark

applications, without any violation or infringement known to the Company) of the rights of others. No product or service marketed or sold (or proposed to be marketed or sold) by the Company violates or will violate any license or infringes or will infringe any rights to any patents, patent applications, trademarks, trademark applications, service marks, trade names, copyrights, trade secrets, licenses, domain names, mask works, information and proprietary rights and processes (collectively, "Intellectual Property") of any other party, except that with respect to third-party patents, patent applications, trademarks, trademark applications, service marks, or service mark applications the foregoing representation is made to the Company's knowledge only. Other than with respect to commercially available software products under standard end-user object code license agreements, there is no outstanding option, license, agreement, claim, encumbrance or shared ownership interest of any kind relating to the Company Intellectual Property, nor is the Company bound by or a party to any options, licenses or agreements of any kind with respect to the Intellectual Property of any other person. The Company has not received any written communications alleging that the Company has violated or, by conducting its business, would violate any of the Intellectual Property of any other person.

- i. Employee and Consultant Matters. Each current and former employee, consultant and officer of the Company has executed an agreement with the Company regarding confidentiality and proprietary information substantially in the form or forms made available to the Purchasers or delivered to the counsel for the Purchasers. No current or former employee or consultant has excluded any work or invention from his or her assignment of inventions. To the Company's knowledge, no such employees or consultants is in violation thereof. To the Company's knowledge, none of its employees is obligated under any judgment, decree, contract, covenant or agreement that would materially interfere with such employee's ability to promote the interest of the Company or that would interfere with such employee's ability to promote the interests of the Company or that would conflict with the Company's business. To the Company's knowledge, all individuals who have purchased unvested shares of the Company's Common Stock have timely filed elections under Section 83(b) of the Internal Revenue Code of 1986, as amended.
- j. Compliance with Other Instruments. The Company is not in violation or default (a) of any provisions of the Restated Charter or the Company's bylaws, (b) of any judgment, order, writ or decree of any court or governmental entity, (c) under any agreement, instrument, contract, lease, note, indenture, mortgage or purchase order to which it is a party that is required to be listed on the Disclosure Schedule (Exhibit C), or, (d) to its knowledge, of any provision of federal or state statute, rule or regulation materially applicable to the Company. The execution, delivery and performance of this Agreement and the consummation of the transactions contemplated by this Agreement will not result in any such violation or default, or constitute, with or without the passage of time and giving of notice, either (i) a default under any such judgment, order, writ, decree, agreement, instrument, contract, lease, note, indenture, mortgage or purchase order or (ii) an event which results in the creation of any lien, charge or encumbrance upon any assets of the Company or the suspension, revocation,

forfeiture, or nonrenewal of any material permit or license applicable to the Company.

- k. Title to Property and Assets. The Company owns its properties and assets free and clear of all mortgages, deeds of trust, liens, encumbrances and security interests except for statutory liens for the payment of current taxes that are not yet delinquent and liens, encumbrances and security interests which arise in the ordinary course of business and which do not affect material properties and assets of the Company. With respect to the property and assets it leases, the Company is in material compliance with each such lease.
- l. Agreements. As of the date of this Agreement and except for this Agreement, there are no agreements, understandings, instruments, contracts or proposed transactions to which the Company is a party that involve (a) obligations (contingent or otherwise) of, or payments to, the Company in excess of \$50,000, (b) the license of any Intellectual Property to or from the Company other than licenses with respect to commercially available software products under standard end-user object code license agreements or standard customer terms of service and privacy policies for Internet sites, (c) the grant of rights to manufacture, produce, assemble, license, market, or sell its products to any other person, or that limit the Company's exclusive right to develop, manufacture, assemble, distribute, market or sell its products, or (d) indemnification by the Company with respect to infringements of proprietary rights other than standard customer or channel agreements (each, a "**Material Agreement**"). The Company is not in material breach of any Material Agreements. Each material agreement is in full force and effect and is enforceable by the Company in accordance with its respective terms, except as may be limited by (i) applicable bankruptcy, insolvency, reorganization or others laws of general application relating to or affecting the enforcement of creditors' rights generally, or (ii) the effect of rules of law governing the availability of equitable remedies.
- m. Liabilities. The Company has no liabilities or obligations, contingent or otherwise, in excess of \$25,000 individually or \$100,000 in the aggregate.

**7. REPRESENTATIONS AND WARRANTIES OF THE PURCHASERS.** Each Purchaser hereby represents and warrants to the Company, severally and not jointly, as follows.

**7.1 Authorization.** The Purchaser has full power and authority to enter into this Agreement. This Agreement, when executed and delivered by the Purchaser, will constitute a valid and legally binding obligation of the Purchaser, enforceable in accordance with their terms, except (a) as limited by applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance, and any other laws of general application relating to or affecting the enforcement of creditors' rights generally, or (b) the effect of rules of law governing the availability of equitable remedies.

**7.2 Purchase Entirely for Own Account.** This Agreement is made with the Purchaser in reliance upon the Purchaser's representation to the Company, which by the Purchaser's execution of this Agreement, the Purchaser hereby confirms, that the shares of Series Seed Preferred Stock to be



acquired by the Purchaser will be acquired for investment for the Purchaser's own account, not as a nominee or agent, and not with a view to the resale or distribution of any part thereof, and that the Purchaser has no present intention of selling, granting any participation in, or otherwise distributing the same. By executing this Agreement, the Purchaser further represents that the Purchaser does not presently have any contract, undertaking, agreement or arrangement with any person or with any third person, with respect to any shares of Series Seed Preferred Stock. The Purchaser has not been formed for the specific purpose of acquiring the shares of Series Seed Preferred Stock.

**7.3** Disclosure of Information. The Purchaser has had an opportunity to discuss the Company's business, management, financial affairs and the terms and conditions of the offering of the shares of Series Seed Preferred Stock with the Company's management. Nothing in this Section 7, including the foregoing sentence, limits or modifies the representations and warranties of the Company in Section 6 of this Agreement or the right of the Purchasers to rely thereon.

**7.4** Restricted Securities. The Purchaser understands that the shares of Series Seed Preferred Stock have not been, and will not be, registered under the Securities Act, by reason of a specific exemption from the registration provisions of the Securities Act which depends upon, among other things, the bona fide nature of the investment intent and the accuracy of the Purchaser's representations as expressed herein. The Purchaser understands that the shares of Series Seed Preferred Stock are "restricted securities" under applicable United States federal and state securities laws and that, pursuant to these laws, the Purchaser must hold the shares of Series Seed Preferred Stock indefinitely unless they are registered with the Securities and Exchange Commission and qualified by state authorities or an exemption from such registration and qualification requirements is available. The Purchaser acknowledges that the Company has no obligation to register or qualify the shares of Series Seed Preferred Stock, or the Common Stock into which it may be converted, for resale. The Purchaser further acknowledges that if an exemption from registration or qualification is available, it may be conditioned on various requirements including, but not limited to, the time and manner of sale, the holding period for the shares of Series Seed Preferred Stock, and on requirements relating to the Company which are outside of the Purchaser's control, and which the Company is under no obligation and may not be able to satisfy.

**7.5** No Public Market. The Purchaser understands that no public market now exists for the shares of Series Seed Preferred Stock, and that the Company has made no assurances that a public market will ever exist for the shares of Series Seed Preferred Stock.

**7.6** Legends. The Purchaser understands that the shares of Series Seed Preferred Stock and any securities issued in respect of or exchange for the shares of Series Seed Preferred Stock, may bear any one or more of the following legends: (a) any legend set forth in, or required by, this Agreement; (b) any legend required by the securities laws of any state to the extent such laws are applicable to the shares of Series Seed Preferred Stock represented by the certificate so legended; and (c) the following legend:

"THE SHARES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, AND HAVE BEEN ACQUIRED FOR INVESTMENT AND NOT WITH A VIEW TO, OR IN CONNECTION WITH, THE SALE OR DISTRIBUTION THEREOF. NO TRANSFER MAY BE EFFECTED WITHOUT AN EFFECTIVE REGISTRATION STATEMENT RELATED THERETO OR AN OPINION OF COUNSEL IN A FORM REASONABLY SATISFACTORY TO THE COMPANY THAT SUCH REGISTRATION IS NOT REQUIRED UNDER THE SECURITIES ACT OF 1933, AS AMENDED."

**7.7** Accredited. The Purchaser makes one or more of the following representations as an accredited investor as defined in Rule 501(a) of Regulation D promulgated under the Securities Act

AND HAS INITIALED THE APPLICABLE REPRESENTATION. The Purchaser's qualification is based on the following (each "accredited investor" must initial Item 1 and/or Item 2, as appropriate):

GR \_\_\_\_\_1. The undersigned had an individual income (exclusive of the income of his spouse) in excess of \$200,000 for each of the two most recent years, or joint income with his spouse in excess of \$300,000 in each of those years, and reasonably expects the same income level for the current year; or

GR \_\_\_\_\_2. As of the date of this Subscription Agreement, the undersigned (either individually or with his spouse) has a net worth in excess of \$1,000,000, exclusive of his primary residence.

**7.8** Sophisticated Investor. If Purchaser is an investor in securities of companies in the development stage and acknowledges that Purchaser is able to fend for itself, can bear the economic risk of its investment, and has such knowledge and experience in financial or business matters that it is capable of evaluating the merits and risks of the investment in the shares of Series Seed Preferred Stock. If other than an individual, Purchaser also represents it has not been organized for the purpose of acquiring the shares of Series Seed Preferred Stock.

**7.9** No General Solicitation. Neither the Purchaser nor any of its officers, directors, employees, agents, stockholders or partners has either directly or indirectly, including through a broker or finder (a) engaged in any general solicitation with respect to the offer and sale of the shares of Series Seed Preferred Stock, or (b) published any advertisement in connection with the offer and sale of the shares of Series Seed Preferred Stock.

**7.10** Exculpation Among Purchasers. The Purchaser acknowledges that it is not relying upon any person, other than the Company and its officers and directors, in making its investment or decision to invest in the Company. The Purchaser agrees that neither any Purchaser nor the respective controlling persons, officers, directors, partners, agents, or employees of any Purchaser shall be liable to any other Purchaser for any action heretofore taken or omitted to be taken by any of them in connection with the purchase of the shares of Series Seed Preferred Stock.

**7.11** Residence. If the Purchaser is an individual, then the Purchaser resides in the state identified in the address of the Purchaser set forth on the signature page hereto and/or on Schedule 1; if the Purchaser is a partnership, corporation, limited liability company or other entity, then the office or offices of the Purchaser in which its principal place of business is identified in the address or addresses of the Purchaser set forth on the signature page hereto and/or on Schedule 1. In the event that the Purchaser is not a resident of the United States, such Purchaser hereby agrees to make such additional representations and warranties relating to such Purchaser's status as a non-United States resident as reasonably may be requested by the Company and to execute and deliver such documents or agreements as reasonably may be requested by the Company relating thereto as a condition to the purchase and sale of any shares of Series Seed Preferred Stock by such Purchaser.

**7.12** Opportunity to Seek Counsel. Purchaser has reviewed this Agreement in its entirety, and has had the opportunity to obtain the advice of counsel prior executing this Agreement and fully understands all provisions of this Agreement.

## **8. COVENANTS OF THE COMPANY.**

**8.1** Basic Information. The Company will provide each holder of Series Seed Preferred Stock (i) unaudited quarterly financial statements no later than 45 days after the end of each

calendar quarter and a comparison of such quarter's results with the results projected by the Company's annual budget, and (ii) an annual budget for the upcoming fiscal year promptly following approval by the Board. Holders of Series Seed Preferred Stock will be entitled to standard rights to inspect the properties and the books and records of the Company at reasonable times and upon reasonable notice to the Company. The obligation of the Company to furnish such information and to permit such inspection will terminate at the earliest of such time as the Company consummates a Qualified IPO, becomes subject to the reporting provisions of the Securities Exchange Act of 1934, as amended, or the closing of a Change of Control.

**8.2** Confidentiality. Except as provided for in this Agreement, no Purchaser by reason of this Agreement shall have access to any trade secrets or confidential information of the Company. The Company shall not be required to comply with any information rights of any Purchaser whom the Company reasonably determines to be a competitor or an officer, employee, director, or holder of ten percent (10%) or more of a competitor. Each Purchaser shall keep confidential and shall not disclose, divulge, or use for any purpose (other than to monitor its investment in the Company) any confidential information obtained from the Company pursuant to the terms of this Agreement other than to any of the Purchaser's attorneys, accountants, consultants, and other professionals, to the extent necessary to obtain their services in connection with monitoring the Purchaser's investment in the Company.

**8.3** Future Rights. If the Company issues securities in its next equity financing after the date hereof (the "Next Financing") that (a) have rights, preferences or privileges that are more favorable than the terms of the shares of Series Seed Preferred Stock the Company shall provide substantially equivalent rights to Purchasers whom invest in the aggregate of a minimum of \$250,000 with respect to the shares of Series Seed Preferred Stock (with appropriate adjustment for economic terms or other contractual rights).

**8.4** Assignment of Company's Preemptive Rights. The Company shall obtain at or prior to the Initial Closing, and shall maintain, a right of first refusal with respect to transfers of shares of Common Stock by each holder thereof, subject to certain standard exceptions for transfers in connection with estate planning and similar matters. If the Company elects not to exercise its right of first refusal with respect to a proposed transfer of the Company's outstanding securities, each holder of Series Seed Preferred Stock (on a pro-rata basis) will have a right of first refusal with respect to any such proposed transfer of stock by such stockholder, subject to standard exceptions for transfers in connection with estate planning and similar matters. To the extent the right of first refusal is not exercised in full, and subject to certain limitations, each holder of Series Seed Preferred Stock with investment in the aggregate of a minimum of \$250,000 (on a pro rata basis) shall have the right to participate on a pro rata basis in transfers of stock by stockholders (with customer expectations for transfers in connection with estate planning and similar matters). This right will terminate immediately prior to a Qualified or a Change in Control or other transaction that constitutes a liquidation.

**8.5** Reservation of Common Stock. The Company shall at all times reserve and keep available, solely for issuance and delivery upon the conversion of the Series Seed Preferred Stock, all Common Stock issuable from time to time upon conversion of that number of shares of Series Seed Preferred Stock, regardless of whether or not all such shares have been issued at such time.

## **9. RESTRICTIONS ON TRANSFER; DRAG ALONG; TAG ALONG.**

**9.1** Limitations on Disposition. Each person owning of record shares of Common Stock of the Company issued or issuable pursuant to the conversion of the shares of Series Seed Preferred Stock and any shares of Common Stock of the Company issued as a dividend or other distribution with

respect thereto or in exchange therefor or in replacement thereof (collectively, the “Securities”) or any assignee of record of Securities (each such person, a “Holder”) shall not make any disposition of all or any portion of any Securities unless:

- (a) there is then in effect a registration statement under the Securities Act, covering such proposed disposition and such disposition is made in accordance with such registration statement; or
- (b) such Holder has notified the Company of the proposed disposition and has furnished the Company with a statement of the circumstances surrounding the proposed disposition, and, at the expense of such Holder or its transferee, with an opinion of counsel, reasonably satisfactory to the Company, that such disposition will not require registration of such securities under the Securities Act.

Notwithstanding the provisions of Sections 9.1 (a) and (b), no such registration statement or opinion of counsel will be required: (i) for any transfer of any Securities in compliance with the Securities and Exchange Commission’s Rule 144 or Rule 144A, or (ii) for any transfer of any Securities by a Holder that is a partnership, limited liability company, a corporation, or a venture capital fund to (A) a partner of such partnership, a member of such limited liability company, or stockholder of such corporation, (B) an affiliate of such partnership, limited liability company or corporation (including, any affiliated investment fund of such Holder), (C) a retired partner of such partnership or a retired member of such limited liability company, (D) the estate of any such partner, member, or stockholder, or (iii) for the transfer without additional consideration or at no greater than cost by gift, will, or intestate succession by any Holder to the Holder’s spouse or lineal descendants or ancestors or any trust for any of the foregoing; provided that, in the case of clauses (ii) and (iii), the transferee agrees in writing to be subject to the terms of this Agreement to the same extent as if the transferee were an original Purchaser under this Agreement.

**9.2** “Market Stand-Off” Agreement. To the extent requested by the Company or an underwriter of securities of the Company, each Holder shall not sell or otherwise transfer or dispose of any Securities or other shares of stock of the Company then owned by such Holder (other than to donees or partners of the Holder who agree to be similarly bound) for up to 180 days following the effective date of any registration statement of the Company filed under the Securities Act; provided however that, if during the last 17 days of the restricted period the Company issues an earnings release or material news or a material event relating to the Company occurs, or before the expiration of the restricted period the Company announces that it will release earnings results during the 16-day period beginning on the last day of the restricted period, and if the Company’s securities are listed on the Nasdaq Stock Market and Rule 2711 thereof applies, then the restrictions imposed by Section 9.1 and 9.2 will continue to apply until the expiration of the 18-day period beginning on the issuance of the earnings release or the occurrence of the material news or material event; provided, further, that such automatic extension will not apply to the extent that the Financial Industry Regulatory Authority has amended or repealed NASD Rule 2711(f)(4), or has otherwise provided written interpretive guidance regarding such rule, in each case, so as to eliminate the prohibition of any broker, dealer, or member of a national securities association from publishing or distributing any research report, with respect to the securities of an “emerging growth company” (as defined in the Jumpstart Our Business Startups Act of 2012) before or after the expiration of any agreement between the broker, dealer, or member of a national securities association and the emerging growth company or its stockholders that restricts or prohibits the sale of securities held by the emerging growth company or its stockholders after the initial public offering date. In no event will the restricted period extend beyond 215 days after the effective date of the registration statement. For

purposes of this Section, “Company” includes any wholly-owned subsidiary of the Company into which the Company merges or consolidates. The Company may place restrictive legends on the certificates representing the shares subject to this Section 9.2 and may impose stop transfer instructions with respect to the Securities and such other shares of stock of each Holder (and the shares or securities of every other person subject to the foregoing restriction) until the end of such period. Each Holder shall enter into any agreement reasonably required by the underwriters to implement the foregoing within any reasonable timeframe so requested.

**9.3** Drag Along Right. If the Company’s Board and a majority of the Series Seed Preferred and Common Stock approve a Change of Control transaction or issuing new securities, then each holder of the Series Seed Preferred Stock and Common Stock agree to (i) vote all shares held by such holder in favor of such Change in Control transaction or issuance of new securities; and (ii) sell or exchange all shares of stock then held by such holder pursuant to the terms and conditions of the Change of Control transaction.

**9.4** Tag Along Right. Any third party offer to acquire (i) any shares of the capital stock of the Company from any founder or (ii) at least 50% of the issued and outstanding capital stock of the Company (whether by direct purchase, merger, share exchange or otherwise), must include an offer to acquire all of the outstanding Series Seed Preferred Stock. Each non-selling holder of Series Seed Preferred Stock shall have the right (the “Tag-Along Right”) to sell to the proposed buyer all, but not less than all, of the Series Seed Preferred Stock owned by any such holder.

### **9.5** Participation Right

- a) General. Each holder of Series Seed Preferred Stock with investment in the aggregate of a minimum of \$250,000 (a “Major Purchaser”) has the right of first refusal to purchase the Major Purchaser’s Pro Rata Share of any New Securities (as defined below) that the Company may from time to time issue after the date of this Agreement, provided, however, the Major Purchaser will have no right to purchase any such New Securities if the Major Purchaser cannot demonstrate to the Company’s reasonable satisfaction that such Major Purchaser 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. A Major Purchaser’s “**Pro Rata Share**” for means the ratio of (a) the number of shares of the Company’s Common Stock issued or issuable upon conversion of the shares of Series Seed Preferred Stock owned by such Major Purchaser, to (b) the Fully-Diluted Share Number.
- b) New Securities. “**New Securities**” means any Common Stock or Preferred Stock, whether now authorized or not, and rights, options or warrants to purchase Common Stock or Preferred Stock, and securities of any type whatsoever that are, or may become, convertible or exchangeable into Common Stock or Preferred Stock; provided, however, that “New Securities” does not include: (a) shares of Common Stock issued or issuable upon conversion of any outstanding shares of Preferred Stock; (b) shares of Common Stock or Preferred Stock issuable upon exercise of any options, warrants, or rights to purchase any securities of the Company outstanding as of the Agreement Date and any securities issuable upon the conversion thereof; (c) shares of Common Stock or Preferred Stock issued in connection with any stock split or stock dividend or recapitalization; (d) shares of Common Stock (or options, warrants or rights therefor) granted or issued

after the Agreement Date to employees, officers, directors, contractors, consultants or advisers to, the Company or any subsidiary of the Company pursuant to incentive agreements, stock purchase or stock option plans, stock bonuses or awards, warrants, contracts or other arrangements that are approved by the Board; (e) shares of the Company's Series Seed Preferred Stock issued pursuant to this Agreement; (f) any other shares of Common Stock or Preferred Stock (and/or options or warrants therefor) issued or issuable primarily for other than equity financing purposes and approved by the Board; and (g) shares of Common Stock issued or issuable by the Company to the public pursuant to a registration statement filed under the Securities Act.

- c) Procedures. If the Company proposes to undertake an issuance of New Securities, it shall give notice to each Major Purchaser 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 the New Securities. Each Major Purchaser will have ten (10) days from the date of notice, to agree in writing to purchase such Major Purchaser's 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 such Major Purchaser's Pro Rata Share).
- d) Failure to Exercise. If the Major Purchasers fail to exercise in full the right of first refusal within the 10-day period, then the Company will have one hundred twenty (120) days thereafter to sell the New Securities with respect to which the Major Purchasers' rights of first refusal hereunder were not exercised, at a price and upon general terms not materially more favorable to the purchasers thereof than specified in the Company's Notice to the Major Purchasers. If the Company has not issued and sold the New Securities within the 120-day period, then the Company shall not thereafter issue or sell any New Securities without again first offering those New Securities to the Major Purchasers pursuant to this Section 9.5.

## 10. REGISTRATION RIGHT.

The Purchaser of Series Seed Preferred stock shall be entitled to receive registration rights *pari passu* with and substantially the same as any registration rights granted by the Company to holders of equity securities of the Company in the next round of financing of the Company.

## 11. ELECTION OF BOARD OF DIRECTORS.

**11.1 Voting; Board Composition**. Subject to the rights of the stockholders to remove a director for cause in accordance with applicable law, during the term of this Agreement, each Stockholder shall vote (or consent pursuant to an action by written consent of the stockholders) all shares of capital stock of the Company now or hereafter directly or indirectly owned of record or beneficially by the Stockholder (the "Voting Shares"), or to cause the Voting Shares to be voted, in such manner as may be necessary to elect (and maintain in office) as the members of the Board:

- (a) "2" that number of individuals, if any, equal to the Common Board Member Count (collectively, the "Common Board Designees") designated from time to time in a writing

delivered to the Company and signed by common stock holders who then hold shares of issued and outstanding Common Stock of the Company representing a majority of the voting power of all issued and outstanding shares of Common Stock;

(b) “1” that number of individuals, if any, equal to the Series Seed Board Member Count (collectively, the “Series Seed Board Designees”) designated from time to time in a writing delivered to the Company and signed by Purchaser who then hold a majority of the then-outstanding shares of Series Seed Preferred Stock issued pursuant to this Agreement;

(c) that number of individuals, if any, equal to the Mutual Consent Board Member Count (collectively, the “Mutual Consent Board Designees” and, together with any Common Board Designee and any Seed Board Designee, each a “Board Designee”) designated from time to time in a writing delivered to the Company and signed by (a) Purchasers who then hold a majority of the then-outstanding shares of Series Seed Preferred Stock issued pursuant to this Agreement and (b) Common stock holders who then hold shares of issued and outstanding Common Stock of the Company representing a majority of the voting power of all issued and outstanding shares of Common Stock of the Company.

(d) In the event there is any discrepancy between the provisions set forth in this Section 11 and the Company’s voting agreement entered into on the date hereof, the terms and conditions of said voting agreement shall control.

## 12. GENERAL PROVISIONS.

(a) Successors and Assigns. The terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties. Nothing in this Agreement, express or implied, is intended to confer upon any party other than the parties to this Agreement 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. No Stockholder may transfer Shares unless each transferee agrees to be bound by the terms of this Agreement.

(b) Governing Law. This Agreement is governed by the Governing Law, regardless of the laws that might otherwise govern under applicable principles of choice of law.

(c) Counterparts; Facsimile or Electronic Signature. This Agreement may be executed and delivered by facsimile or electronic signature and in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

(d) 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.

(e) Notices. All notices and other communications given or made pursuant to this Agreement must be in writing and will be deemed to have been given upon the earlier of actual receipt or: (a) personal delivery to the party to be notified, (b) when sent, if sent by facsimile or electronic mail during normal business hours of the recipient, and if not sent during normal business hours, then on the recipient’s next business day, (c) five days after having been sent by registered or certified mail, return receipt requested, postage prepaid, or (d) one business day after deposit with a nationally recognized overnight courier, freight prepaid, specifying next business day delivery, with written verification of receipt. All communications must be sent to the respective parties at their address as set forth on the signature page or Schedule 1, or to such address, facsimile number or electronic mail address as subsequently modified by written notice given in accordance with this section.

(f) No Finder's Fees. Each party severally represents to the other parties that it neither is nor will be obligated for any finder's fee or commission in connection with this transaction. Each Purchaser shall indemnify, defend, and hold harmless the Company from any liability for any commission or compensation in the nature of a finder's or broker's fee arising out of this transaction (and the costs and expenses of defending against such liability or asserted liability) for which the Purchaser or any of its officers, employees, or representatives is responsible. The Company shall indemnify, defend, and hold harmless each Purchaser from any liability for any commission or compensation in the nature of a finder's or broker's fee arising out of this transaction (and the costs and expenses of defending against such liability or asserted liability) for which the Company or any of its officers, employees or representatives is responsible.

(g) Attorneys' Fees. If any action at law or in equity (including arbitration) is necessary to enforce or interpret the terms of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees, costs, and necessary disbursements in addition to any other relief to which the party may be entitled. Each party shall pay all costs and expenses that it incurs with respect to the negotiation, execution, delivery, and performance of the Agreement.

(h) Amendments and Waivers. No term of this Agreement may be amended, terminated or waived (either generally or in a particular instance and either retroactively or prospectively) only with the written consent of the Company and the Purchasers holding a majority of the then-outstanding shares of Series Seed Preferred Stock (or Common Stock issued on conversion thereof). Any amendment or waiver effected in accordance with this Section 12 will be binding upon the Purchasers, the Key Holders, each transferee of the shares of Series Seed Preferred Stock (or the Common Stock issuable upon conversion thereof) or Common Stock from a Purchaser or Key Holders, as applicable, and each future holder of all such securities, and the Company.

(i) Severability. The invalidity or unenforceability of any provision of this Agreement will in no way affect the validity or enforceability of any other provision.

(j) Delays or Omissions. No delay or omission to exercise any right, power or remedy accruing to any party under this Agreement, upon any breach or default of any other party under this Agreement, will impair any such right, power or remedy of such non-breaching or non-defaulting party nor will it be construed to be a waiver of any such breach or default, or an acquiescence therein, or of or in any similar breach or default thereafter occurring; nor will any waiver of any single breach or default be deemed a waiver of any other breach or default theretofore or thereafter occurring. Any waiver, permit, consent or approval of any kind or character on the part of any party of any breach or default under this Agreement, or any waiver on the part of any party of any provisions or conditions of this Agreement, must be in writing and shall be effective only to the extent specifically set forth in such writing. All remedies, either under this Agreement or by law or otherwise afforded to any party, are cumulative and not alternative.

(k) Termination. Unless terminated earlier pursuant to the terms of this Agreement, the rights, duties and obligations under Sections 8 and 9 will terminate immediately prior to the closing of the Company's initial public offering of Common Stock pursuant to an effective registration statement filed under the Securities Act, notwithstanding anything to the contrary herein, this Agreement (excluding any then-existing obligations) will terminate upon the closing of a Change in Control Event as defined in the Company's Restated Charter, as amended from time to time and notwithstanding anything to the contrary herein, Section 5, 6, 7 and 12 will survive any termination of this Agreement.



(1) Dispute Resolution. Each party: (a) hereby irrevocably and unconditionally submits to the personal jurisdiction of the Dispute Resolution Jurisdiction for the purpose of any suit, action, or other proceeding arising out of or based upon this Agreement; (b) shall not commence any suit, action or other proceeding arising out of or based upon this Agreement except in the Dispute Resolution Jurisdiction; and (c) hereby waives, and shall not assert, by way of motion, as a defense, or otherwise, in any such suit, action or proceeding, any claim that it is not subject to the personal jurisdiction of the Dispute Resolution Jurisdiction, that its property is exempt or immune from attachment or execution, that the suit, action or proceeding is brought in an inconvenient forum, that the venue of the suit, action or proceeding is improper or that this Agreement, or the subject matter hereof and thereof may not be enforced in or by the Dispute Resolution Jurisdiction.

*/Signature Pages to follow/*

***SIGNATURE PAGE***

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the date and year first written above.

**By: William Clausen, CEO, Founder Cartogram Inc.**

**Signature:**

Date: \_\_\_\_\_

**PURCHASERS:**

Name: \_\_\_\_\_

By: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Name: \_\_\_\_\_

By: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

**KEY HOLDERS:**

Name: \_\_\_\_\_ Name: \_\_\_\_\_

By: \_\_\_\_\_ By: \_\_\_\_\_

Date: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_ Name: \_\_\_\_\_

By: \_\_\_\_\_ By: \_\_\_\_\_

Date: \_\_\_\_\_ Date: \_\_\_\_\_

**SCHEDULE 1**

**SCHEDULE OF PURCHASERS & KEY HOLDERS**

Updated as of February 23, 2015

**PURCHASERS:**

| <b><u>Purchaser</u></b> | <b><u>Address/Email</u></b> | <b><u>Series Seed Preferred Stock Shares Purchased</u></b> | <b><u>Indebtedness Cancellation</u></b> | <b><u>Cash Payment</u></b> | <b><u>Other</u></b> | <b><u>Total Purchase Amount</u></b> |
|-------------------------|-----------------------------|--|---|----------------------------|---------------------|-------------------------------------|
|                         |                             |  |   |                            |                     |                                     |
|                         |                             |  |   |                            |                     |                                     |
|                         |                             |  |   |                            |                     |                                     |
|                         |                             |  |   |                            |                     |                                     |

**KEY HOLDERS:**

| <b><u>NAME</u></b> | <b><u>ADDRESS/EMAIL</u></b> | <b><u>SHARES OF<br/>COMMON STOCK<br/>HELD</u></b> | <b><u>AGREEMENT</u></b> |
|--------------------|-----------------------------|---|-------------------------|
|                    |                             |   |                         |
|                    |                             |   |                         |
|                    |                             |   |                         |
|                    |                             |   |                         |
|                    |                             |   |                         |
|                    |                             |   |                         |
| <b>TOTAL</b>       |                             |   |                         |

**Exhibit A**

**FORM OF RESTATED CHARTER**

**EXHIBIT B**  
**DEFINITIONS**

**1. General.**

“**Agreement Date**” means January 27<sup>th</sup>, 2015.

“**Company**” means Cartogram Inc.

“**Governing Law**” means the laws of the state of Delaware.

“**Dispute Resolution Jurisdiction**” means the federal or state courts located in Washington.

“**State of Incorporation**” means Delaware.

“**Stock Plan**” means Cartogram Inc. 2015 Stock Equity Plan.

**2. TERM SHEET DEFINITIONS.**

“**Purchase Price**” Total Purchase Price: \$250,000. First installment (\$125,000) made on or before January 27<sup>th</sup>, 2015 (the “Initial Closing”) and second installment (\$125,000) made on or before April 1, 2015, this may be extended at the discretion of the company.

“**Total Series Seed Investment Amount**” means \$250,000.

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**EXHIBIT C**

**DISCLOSURE SCHEDULE**

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## **EXHIBIT D**

### **Acknowledgement & Agreement by Convertible Promissory Note Holders**

Purchaser, who is a holder of one or more convertible promissory notes issued by the Company (the “*Notes*”), hereby agrees to and acknowledges the following in connection with, and in consideration for, Purchaser’s purchase of the shares of Series Seed Preferred pursuant to this Agreement:

1. Conversion of Notes. As of the Agreement Date the Notes shall automatically convert pursuant to their terms into the right of Purchaser to receive the shares of Series Seed Preferred under the Agreement.
2. Purchase Price. The Purchase Price shall be paid by Purchaser in exchange for cancellation of all indebtedness pursuant to, and surrender of, the Notes. Effective upon the Agreement Date, all such indebtedness pursuant to the Notes shall be fully converted into the shares of Series Seed Preferred, and the Company shall issue the shares of Series Seed Preferred to the Purchaser in consideration of the full cancellation of such indebtedness. Purchaser agrees that the amount of debt owed to Purchaser by the Company pursuant to the Notes or any other prior promissory notes or advances made in its favor shall be thereby discharged in full and that, upon acceptance of the Agreement and issuance of the shares of Series Seed Preferred, the Company shall not be liable to Purchaser for any debts or liabilities as of the Agreement Date or have an obligation to issue any other securities to the Purchaser whatsoever.
3. Surrender of Notes. Purchaser shall surrender to the Company each of Purchaser’s Notes marked “Paid in Full”, or if such instrument has been lost, the Purchaser shall indemnify and save harmless the Company from and against any and all claims, actions and suits, and from and against any and all losses, damages, attorneys’ fees, and other expenses of any kind arising out of or related to Purchaser’s loss of such instrument(s). The Purchaser is the legal and beneficial owner of the Notes that the Purchaser is tendering to the Company free and clear of any lien, pledge, option, charge, encumbrance or other security interest, contractual restriction on any transfer or other disposition.