

**KARMA LABS, INC.**  
**ADDENDUM TO**  
**CONVERTIBLE PROMISSORY NOTE**

THIS ADDENDUM TO CONVERTIBLE PROMISSORY NOTE (this “**Addendum**”) is made as of the date set forth on the signature page below by the “**Lender**” set forth on the signature page below (“**Lender**”) and Karma Labs, Inc., a Delaware corporation (the “**Company**”).

**WHEREAS**, Lender has executed the Company’s Convertible Promissory Note dated on or prior to the date of this Addendum (as modified by this Addendum, the “**Note**”). Capitalized terms used in this Addendum and not otherwise defined have the meanings set forth in the Note;

**WHEREAS**, the Company has authorized the offer, sale and issuance of Convertible Promissory Notes (collectively, the “**Securities**”) for an aggregate principal amount of up to \$1,000,000 to be sold to certain purchasers acceptable to the Company at any time prior to the Offering End Date (as defined below) (the “**Offering**”), which Offering is being conducted, in whole or in part, through the FlashFunders™ online platform located at www.flashfunders.com (the “**Platform**”) operated by FlashFunders, Inc. (collectively, with its subsidiaries and affiliates, “**FlashFunders**”); and

**WHEREAS**, it is a requirement to purchase the Note in the Offering on the Platform that the Lender and the Company enter into this Addendum.

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

1. Subject to the terms and conditions of the Note, the Lender hereby irrevocably subscribes for and agrees to purchase from the Company the Note for the principal amount indicated on the Lender’s signature page hereto (the “**Investment Amount**”). The Lender agrees that this subscription shall be irrevocable and shall survive the death or disability of the Lender (if a natural person). The Lender understands that if the Lender’s subscription is not accepted, in whole or in part, funds received by the Company pursuant hereto will be returned to the Lender, without interest accrued thereon.
2. The Lender acknowledges that the Company has the right to accept or reject the Lender’s subscription, in whole or in part, for any reason, and that this subscription shall be deemed to be accepted by the Company only when this Addendum is countersigned on the Company’s behalf. The subscription under the Note either will be accepted or rejected, in whole or in part, prior to **June 10, 2016** (the “**Offering End Date**”). Upon rejection of the subscription under the Note for any reason, any and all funds received from the Lender for the Note shall be returned to the Lender without deduction for any fee, commission or expense, and without accrued interest with respect to any money received, and the Note shall be deemed to be null and void and of no further force or effect. The subscription under the Note shall not be deemed to have been accepted by the Company until accepted by the Company as evidenced by its signature hereto.
3. The closing of the sale to, and purchase by, the Lender of the Note (the “**Closing**”) is conditioned upon the Company having received and accepted the Lender’s subscription for the Note, and receipt of the Investment Amount in cleared funds into the Escrow Account (as defined below), in each case on or prior to the Offering End Date. Funds for the Investment Amount will be held in an escrow account established by the Company through the Platform and released to the Company at the discretion of the Company upon satisfaction of the conditions to the Closing and subject to the terms and conditions of the escrow agreement relating to such escrow account (the “**Escrow Account**”), the Note and the Platform standard Terms of Use.
4. At or prior to the Closing date, the Lender shall deliver to the Company the Investment Amount by (a) wire transfer or other electronic funds transfer in accordance with the Company’s instructions as provided in the Platform, (b) cancellation of indebtedness if agreed to in advance by the Company, or (c) any combination of the foregoing. In the event that payment by the Lender is made, in whole or in part, by cancellation of indebtedness, then the Lender shall surrender to the Company for cancellation at the Closing date any evidence of indebtedness or shall execute an instrument of cancellation in form and substance acceptable to the Company.
5. The Lender hereby represents and warrants to the Company and FlashFunders, as of the date hereof and as of the Closing date, as follows:

(a) The Lender has all necessary power and authority to execute and deliver the Note and to carry out its provisions. All action on the Lender's part required for the lawful execution and delivery of the Note has been taken. Upon its execution and delivery, the Note will be a valid and binding obligation of the Lender, 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.

(b) The Lender is an "accredited investor" as such term is defined in Rule 501 of Regulation D promulgated under the Securities Act of 1933, as amended (the "**Securities Act**"), and all information provided by the Lender through the Platform relating to the Lender's status as an accredited investor is complete, accurate and true in all respects.

(c) The Lender is obtaining the Note and any securities to be issued to the Lender upon conversion of the Note (the "**Conversion Shares**") for the Lender's own account and the Lender has no present intention of distributing or selling the Note or the Conversion Shares except as permitted under the Securities Act and applicable state securities laws.

(d) The Lender has sufficient knowledge and experience in business and financial matters to evaluate the Company, its proposed activities and the risks and merits of this investment. The Lender has the ability to accept the high risk and lack of liquidity inherent in this type of investment.

(e) The Lender understands and acknowledges that the Company has a limited financial and operating history and that an investment in the Company is highly speculative and involves substantial risks. The Lender can bear the economic risk of the Lender's investment for an indefinite period of time and is able to suffer a complete loss of the Lender's investment without impairing its financial condition.

(f) The Lender has had an opportunity to discuss the Company's business, management and financial affairs with directors, officers and management of the Company. The Lender has also had the opportunity to ask questions of and receive answers from the Company and its management regarding the terms and conditions of this investment. The Lender understands the significant risks of this investment. The Lender believes that it has received all the information the Lender considers necessary or appropriate for deciding whether to purchase the Note. The Lender understands that such discussions, as well as any information issued by the Company, were intended to describe certain aspects of the Company's business and prospects, but were not necessarily a thorough or exhaustive description. The Lender acknowledges that any business plans, investor presentations or projections prepared by the Company have been, and continue to be, subject to change and that any projections included in such materials or otherwise are necessarily speculative in nature, and it can be expected that some or all of the assumptions underlying the projections will not materialize or will vary significantly from actual results. The Lender also acknowledges that it is not relying on any statements or representations of the Company, FlashFunders, or their respective agents, for legal advice with respect to this investment or the transactions contemplated by the Note.

(g) The Lender has the capacity to protect its own interests in connection with the purchase of the Note by virtue of its business or financial expertise.

(h) The Lender is aware that neither the Note nor the Conversion Shares have been registered under the Securities Act, and that the Note and the Conversion Shares are deemed to constitute "restricted securities" under Rule 144 promulgated under the Securities Act ("**Rule 144**"). The Lender also understands that the Note is being offered and sold pursuant to an exemption from registration contained in the Securities Act based in part upon the Lender's representations contained in the Note.

(i) The Lender understands that the Note and, if issued, the Conversion Shares cannot be resold unless they are subsequently registered under the Securities Act or an exemption from such registration is available. The Lender has been advised or is aware of the provisions of Rule 144, as in effect from time to time, which permit limited resale of securities purchased in a private placement subject to the satisfaction of certain conditions, including, among other things, the resale occurring following the required holding period under Rule 144.

(j) If the Lender is not a United States person (as defined by Section 7701(a)(30) of the Internal Revenue Code of 1986, as amended (the "**Code**")), the Lender represents that the Lender has satisfied itself as to the full observance of the laws of its jurisdiction in connection with any invitation to subscribe for the Note or any use thereof, including (i) the legal requirements within its jurisdiction for the purchase of the Note, (ii) any foreign exchange restrictions applicable to such purchase, (iii) any governmental or other consents that may need to be

obtained in connection with such purchase, and (iv) the income tax and other tax consequences, if any, that may be relevant to the purchase, holding, redemption, sale or transfer of the Note. The Company's offer and sale and the Lender's subscription and payment for and continued beneficial ownership of the Note will not violate any applicable securities or other laws of the Lender's jurisdiction.

(k) The Lender has reviewed the Note in its entirety, has had an opportunity to obtain the advice of counsel prior to executing the Note and fully understands all provisions of the Note.

(l) The Lender has reviewed with its own tax advisors the U.S. federal, state, local and foreign tax consequences of this investment and the transactions contemplated by the Note. With respect to such matters, the Note is relying solely on such advisors and not on any statements or representations of the Company, FlashFunders or any of their respective agents, written or oral. The Lender understands that it (and not the Company) shall be responsible for its own tax liability that may arise as a result of this investment or the transactions contemplated by the Note.

(m) If the Lender is an individual, then the Lender resides in the state or province identified in the address of the Lender set forth on the signature page hereto; if the Lender is a partnership, corporation, limited liability company or other entity, then the office or offices of the Lender in which its investment decision was made is located at the address or addresses of the Lender set forth on the signature page hereto.

6. The Company hereby represents and warrants to the Lender and FlashFunders, as of the date hereof and, if the Lender's subscription is accepted by the Company in whole or in part, as of the Closing date, that none of the Company, any of its predecessors, any affiliated issuer, any director, executive officer, other officer of the Company participating in the offering of the Securities, any beneficial owner of 20% or more of the Company's outstanding voting equity securities, calculated on the basis of voting power, nor any promoter (as that term is defined in Rule 405 under the Securities Act connected with the Company in any capacity at the time of sale (each, an "**Issuer Covered Person**" and, together, "**Issuer Covered Persons**") is subject to any of the "Bad Actor" disqualifications described in Rule 506(d)(1)(i) to (viii) under the Securities Act (a "**Disqualification Event**"), except for a Disqualification Event covered by Rule 506(d)(2) or (d)(3) under the Securities Act. The Company has exercised reasonable care to determine whether any Issuer Covered Person is subject to a Disqualification Event. The Company has complied, to the extent applicable, with its disclosure obligations under Rule 506(e) under the Securities Act, and has furnished to each investor a copy of any disclosures provided thereunder.

7. The Lender and the Company each represent and warrant to FlashFunders that each of their respective representations and warranties made in the Note is true and correct as of the date made and as of the Closing.

8. The Lender hereby agrees to indemnify and hold harmless the Company, FlashFunders, and any of their respective officers, directors, controlling persons, equity holders, agents and employees, who is or may be a party or is or may be threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of or arising from any misrepresentation or misstatement of facts or omission to represent or state facts made by the Lender to the Company or FlashFunders (or any agent or representative of any of them), or omitted by the Lender, concerning the Lender or the Lender's authority to invest or financial position in connection with the offering or sale of the Securities, against losses, damages, liabilities or expenses for which the Company, FlashFunders, or any of their respective officers, directors or controlling persons, equity holders, agents or employees has not otherwise been reimbursed (including attorneys' fees, judgments, fines and amounts paid in settlement) actually and reasonably incurred by such person or entity in connection with such action, suit or proceeding.

9. The parties hereto acknowledge and agree that FlashFunders is a direct beneficiary with respect to certain provisions of the Note and may rely on and enforce each of such provisions as if it were a party hereto. Except as set forth in the preceding sentence, the Note is for the sole benefit of the parties thereto and their permitted assigns and nothing therein expressed or implied shall give or be construed to give to any person or entities, other than the parties thereto and such assigns, any legal or equitable rights thereunder.

10. Any suit, action or other proceeding arising out of or based upon the Note or the Securities shall be subject to the provisions of the Mutual Agreement to Arbitrate and Waiver of Class Action Class attached to this Addendum as Attachment 1.

11. This Addendum may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A digital reproduction, portable document

format (".pdf") or other reproduction of this Addendum may be executed by one or more parties hereto and delivered by such party by electronic signature (including signature via *DocuSign* or similar services), electronic mail or any similar electronic transmission device pursuant to which the signature of or on behalf of such party can be seen. Such execution and delivery shall be considered valid, binding and effective for all purposes.

**12.** As between the Lender and the Company, this Addendum shall amend and modify the Note as set forth herein, and all references to the Note in this Addendum shall for such purposes be deemed to refer to the Note as modified by this Addendum. Except as expressly amended or modified herein, all terms and conditions of the Note are hereby ratified, confirmed and approved and shall remain in full force and effect. In the event of any conflict or inconsistency between this Addendum and the Note, as between the Lender party hereto and the Company, this Addendum shall govern.

*[Signature Page Follows]*

IN WITNESS WHEREOF, each of the parties hereto has executed this Addendum to Convertible Promissory Note as of the day and year set forth below.

**LENDER:**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_  
Investment Amount: \$ \_\_\_\_\_

**COMPANY:**

**KARMA LABS, INC.**

By: \_\_\_\_\_  
Name: Zach Schiff-Abrams  
Title: CEO  
Acceptance Date: \_\_\_\_\_  
Investment Amount Accepted: \$ \_\_\_\_\_

**ATTACHMENT 1**  
**MUTUAL AGREEMENT TO ARBITRATE AND WAIVER OF CLASS ACTION CLAIMS**

THIS MUTUAL AGREEMENT TO ARBITRATE AND WAIVER OF CLASS ACTION CLAIMS (this “**Arbitration Agreement**”) is made as of the date set forth on the Company’s signature page below, by and between Karma Labs, Inc., a Delaware corporation (the “**Company**”), and the “**Lender**” set forth on the Lender Acceptance page below (“**Lender**”). The words “you” and “your” in this Arbitration Agreement refer to the undersigned Lender and anyone acting on the Lender’s behalf including, without limitation, the Lender’s family, heirs, agents and assigns.

**RECITALS**

**A.** You and the Company have executed a Convertible Promissory Note, dated on or prior to the date of this Arbitration Agreement (as modified or amended, the “**Note**”), and it is a condition to the closing of the sale of the Note that you and the Company execute and deliver this Arbitration Agreement.

**B.** You and the Company are executing this Arbitration Agreement to obtain the benefit of a speedy, impartial and cost-effective dispute resolution procedure.

**AGREEMENT**

NOW, THEREFORE, for the right to resolve your claims by arbitration rather than through the courts, you agree with the Company as follows:

**1. Agreement to Arbitrate.** Except as otherwise expressly provided in this Arbitration Agreement, you and the Company agree to settle by final and binding arbitration any claims and controversies arising out of or relating to your investment in the Company (“**Arbitrable Claims**”), which the Company may have against you or you may have against the Company or any third party (each and every such party is referred to herein as a “**Covered Party**”), including but not limited to the following: (a) any claim involving conduct alleged to be in violation of any local, state or federal constitution, regulation, ordinance, statute or common law; (b) any claim for breach of any contract, covenant or duty owed, express or implied; and (c) any claim for fraud, misrepresentation, or any other tort. This Agreement is enforceable under and subject to the Federal Arbitration Act, 9 U.S.C. Sec 1 *et. seq.* (the “**FAA**”). For avoidance of doubt, and not as a limitation, FlashFundors, Inc. and its affiliates and other related or associated persons are intended to be Covered Parties.

**2. Waiver of Class Action Claims.** **THE PARTIES AGREE THAT THEY MAY BRING CLAIMS AGAINST THE OTHER ONLY IN THEIR RESPECTIVE INDIVIDUAL CAPACITIES, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, REPRESENTATIVE, OR COLLECTIVE ACTION.**

**3. Arbitration Procedures.** Arbitration shall be filed with JAMS, Inc. (“**JAMS**”), and heard by one arbitrator (the “**Arbitrator**”) in the County in which the Company’s principal executive offices are located (unless otherwise agreed by the parties to the arbitration). The arbitration shall be conducted in accordance with the JAMS Comprehensive Arbitration Rules & Procedures (the “**Rules**”) in effect at the time the claim is made. The Rules can be found and obtained at <http://www.jamsadr.com/rules-comprehensive-arbitration/> or alternatively can be obtained by requesting a copy from the Company. By signing this Agreement, you acknowledge that you have had an opportunity to review the Rules before signing this Agreement. The Arbitrator shall have the authority to order discovery by way of deposition, interrogatory, document production, or otherwise, as the Arbitrator considers necessary to a full and fair exploration of the issues in dispute, consistent with the expedited nature of arbitration. The Arbitrator shall apply, as applicable, federal or California substantive law and law of remedies. The Arbitrator’s remedial authority shall be no greater than that available under each statutory or common law theory asserted and is authorized to award any remedy or relief available under applicable law that the Arbitrator deems just and equitable, including any remedy or relief that would have been available to the parties had the matter been heard in a court. The Arbitrator shall have the authority to provide for the award of attorneys’ fees and costs if such award is separately authorized by applicable law. The Arbitrator shall issue a written opinion that includes the factual and legal basis for any decision and award, unless the parties agree otherwise. A judgment upon any award rendered by the Arbitrator may be entered in any court having jurisdiction. You, the Company, any other Covered Party that is a party to the arbitration, legal counsel and the Arbitrator shall treat all arbitration proceedings,

including any decision, award and opinion in support thereof, as confidential, and the Arbitrator shall issue such orders as are reasonably necessary to maintain such confidentiality. You will be obligated to pay the then-current Superior Court of California filing fee towards the costs of the arbitration and shall not be required to pay any cost or expense of the arbitration that you would not be required to pay if the matter had been heard in a court. The Company shall bear all other costs unique to arbitration in compliance with applicable law.

**4. Claims Not Covered By This Arbitration Agreement.** This Arbitration Agreement does not apply to or cover the following claims related to your investment in the Company: (a) claims brought in a court of competent jurisdiction to compel arbitration under this Arbitration Agreement, to enforce or vacate an arbitration award, or to obtain preliminary, injunctive and/or other equitable relief in support of claims to be prosecuted in an arbitration by any party; (b) any claim by the Company or other Covered Person seeking to enforce or protect, or concerning the validity of, any of their respective intellectual property rights; and (c) any other claim not properly arbitrable under the law or otherwise prohibited by law from being arbitrated.

**5. Survival of Provisions.** This Arbitration Agreement shall continue in effect after your investment in the Company is consummated and shall apply to any arbitrable claim whether it arises or is asserted before, during or after any period in which you hold the Company's securities. You and the Company agree that this Arbitration Agreement can be modified or revoked only by a writing signed by you, the Company, and each other Covered Party against which or whom an arbitrable claim may be asserted hereunder, which specifically states that you, the Company, and such Covered Parties intend to modify or revoke this Arbitration Agreement.

**6. Severability.** If any one or more provisions of this Arbitration Agreement is found, for any reason, invalid, voidable or unenforceable, in whole or in part, with respect to any claim or class of claims, the finding shall in no way affect any other provision of this Arbitration Agreement or the validity or enforcement of the remainder of this Arbitration Agreement, and any provision thus affected shall itself be modified only to the extent necessary to bring the provision within the applicable requirements of the law.

**7. Third Parties Beneficiaries.** The parties expressly acknowledge, agree and confirm that each and every Covered Party are express third party beneficiaries of this Arbitration Agreement, and each such Covered Party shall have and possess all rights and remedies hereunder as if they each were an original party hereto.

**8. Electronic Execution and Delivery.** A digital reproduction, portable document format (".pdf") or other reproduction of this Arbitration Agreement may be executed by one or more parties hereto and delivered by such party by electronic signature (including signature via *DocuSign* or similar services), electronic mail or any similar electronic transmission device pursuant to which the signature of or on behalf of such party can be seen. Such execution and delivery shall be considered valid, binding and effective for all purposes.

**9. Sole and Entire Agreement.** The parties acknowledge that this Arbitration Agreement constitutes the complete agreement of the parties on the subject matter contained herein, and supersedes any prior or contemporaneous oral or written agreement or understanding on the subject matter contained herein.

**10. Consideration.** The parties agree that there is good and valuable consideration for the execution of this Arbitration Agreement, including but not limited to, the requirement that the agreement to arbitrate all claims is mutual between the parties, and other good and valuable consideration.

**KARMA LABS, INC.**

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

Name: Zach Schiff-Abrams

Title: CEO

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

LENDER'S ACCEPTANCE

The undersigned Lender acknowledges that it has carefully read and understands the foregoing Arbitration Agreement, that it has received the advice of independent counsel with respect to the foregoing Arbitration Agreement, and that it agrees to be bound by and comply with all of its terms. The Lender acknowledges that it has entered into this Arbitration Agreement voluntarily and that it is not relying on any representation, oral or written, as to the effect, enforceability or meaning of this Arbitration Agreement, except as specifically set forth in this Arbitration Agreement. THE UNDERSIGNED LENDER UNDERSTANDS AND ACKNOWLEDGES THAT BY SIGNING THIS ARBITRATION AGREEMENT, THE COMPANY AND THE LENDER, AND THE OTHER COVERED PARTIES REFERENCED HEREIN, ARE GIVING UP THE RIGHT TO A JURY TRIAL AND TO A TRIAL IN A COURT OF LAW WITH RESPECT TO ANY ARBITRABLE CLAIM ANY OF THEM MAY HAVE AGAINST THE OTHERS. THE LENDER ALSO UNDERSTANDS AND ACKNOWLEDGES THAT, BY SIGNING THIS ARBITRATION AGREEMENT, **THE COMPANY AND THE LENDER EACH EXPRESSLY WAIVE THE RIGHT TO PURSUE ANY ARBITRABLE CLAIM AGAINST THE OTHER AND AGAINST THE OTHER COVERED PARTIES, THROUGH ANY PURPORTED CLASS OR COLLECTIVE ACTION OR OTHER REPRESENTATIVE ACTION.**

**LENDER:**

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

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

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

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