

MOBILESPIKE, INC.

FLASH CF PREFERRED STOCK SUBSCRIPTION AGREEMENT

THIS FLASH CF PREFERRED STOCK SUBSCRIPTION AGREEMENT (this “**Agreement**”) is made as of the date set forth on the signature page below, by and between MobileSpike, Inc., a Delaware corporation (the “**Company**”), and the investor set forth on the signature page below (“**Investor**”).

RECITALS

A. The Company has authorized the offer and sale of up to an aggregate of \$1,000,000 of shares (the “**Maximum Offering Amount**”) of its Flash CF Preferred Stock (the “**Flash CF Preferred**”), to be sold to certain purchasers acceptable to the Company (the “**Offering**”), which Offering is being conducted through the FlashFunders™ online platform located at www.flashfunders.com (the “**Platform**”) operated by FlashFunders, Inc. (collectively, with its subsidiaries and affiliates, “**FlashFunders**”);

B. The shares of Flash CF Preferred being offered and sold in the Offering are being offered and sold pursuant to Section 4(a)(6) of the Securities Act of 1933, as amended (the “**Securities Act**”), and the rules and regulations promulgated thereunder (“**Regulation Crowdfunding**”);

C. Concurrently with the Offering, the Company has authorized the offer and sale of up to an aggregate of \$800,000 of shares of its FlashSeed Preferred Stock (the “**FlashSeed Preferred**”), to be sold to certain purchasers acceptable to the Company (collectively, the “**FlashSeed Investors**”) pursuant to Rule 506(c) and Regulation S promulgated under the Securities Act (collectively, the “**FlashSeed Offerings**”), which FlashSeed Offerings are being conducted, in whole or in part, through the Platform;

D. Prior to the Offering Commencement Date (as defined below), the Company filed (or caused to be filed) with the Securities Exchange Commission (the “**Commission**”) a Form C: Offering Statement for the Offering (together, with any amendments thereto or progress updates filed in connection therewith, collectively, the “**Offering Statement**”);

E. The Flash CF Preferred has the rights, preferences, privileges and restrictions set forth in the Amended and Restated Certificate of Incorporation of the Company, in substantially the form attached to this Agreement as Exhibit A (the “**Charter**”);

F. Investor desires to purchase shares of Flash CF Preferred on the terms set forth in this Agreement; and

G. This Agreement is entered into as part of a series of similar agreements (collectively with this Agreement, the “**Subscription Agreements**”) pursuant to which the Company will sell and issue shares of the Flash CF Preferred to the persons listed on the signature pages of such Subscription Agreements (collectively with Investor, the “**Flash CF Investors**”).

AGREEMENT

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. Defined Terms. As used in this Agreement, the following terms shall have the meanings set forth below:

(a) “**Business Day**” means any day except Saturday, Sunday or any other day on which commercial banks located in Los Angeles, California are authorized or required by applicable law to be closed for business.

(b) “**Cancellation Deadline**” means 5:00 p.m. (Los Angeles time) on July 20, 2016.

(c) “**Common Stock**” means the Common Stock of the Company.

(d) “**Funding Deadline**” means 5:00 p.m. (Los Angeles time) on July 27, 2016.

(e) “**Incentive Pool Shares**” means a total of 0 shares of Common Stock authorized for issuance to employees, consultants and directors pursuant to one or more equity incentive plans that are either currently adopted or to be adopted as soon as practicable following the Closing (defined below).

(f) “**Offering Commencement Date**” means May 18, 2016.

(g) “**Offering Deadline**” means the later of (i) 5:00 p.m. (Los Angeles time) on July 22, 2016 and (ii) the end of any Reconfirmation Period (defined below).

(h) “**Purchase Price**” means \$0.500 per Share.

(i) “**Rights Agreement**” means the Investors’ Rights Agreement to be entered into by the Company, the Flash CF Investors and the other parties signatory thereto at the Closing.

(j) “**Shares**” means the number of shares of Flash CF Preferred subscribed for by Investor pursuant to this Agreement as indicated on the signature page hereto.

(k) “**Target Offering Amount**” means 50,000.

2. Subscription; Cancellations; Acceptance.

(a) **Subscription.**

(i) **Subscription.** Subject to the terms and conditions hereof, Investor hereby subscribes for and agrees to purchase from the Company the Shares at the Purchase Price.

Such subscription shall be deemed to be accepted by the Company only when this Agreement is countersigned on the Company's behalf in accordance with Section 2(c). No investor may subscribe for shares of Flash CF Preferred in the Offering after the Offering Deadline.

(ii) Purchase Price. Prior to the later of (A) the Offering Deadline and (B) 5:00 p.m. (Los Angeles time) on the fifth Business Day following the date of Investor's signature to this Agreement set forth on the signature page below, Investor shall deliver to the Company the Purchase Price by wire transfer or other electronic funds transfer in accordance with the Company's instructions as provided on the Platform. Funds for the Purchase Price will be held in an escrow account established by the Company through the Platform (the "**Escrow Account**") and released to the Company at the discretion of the Company in accordance with Section 3 and subject to the terms and conditions of the escrow agreement related to the Escrow Account (the "**Escrow Agreement**"), this Agreement and the Platform Terms of Use.

(iii) Oversubscriptions. The Company may accept subscriptions from the Flash CF Investors for shares of Flash CF Preferred having an aggregate purchase price in excess of the Target Offering Amount so long as the aggregate purchase price of all subscriptions accepted by the Company in the Offering do not exceed the Maximum Offering Amount. All such subscriptions shall be accepted by the Company through the Platform in the Company's sole discretion.

(b) Cancellation.

(i) Cancellation Deadline. Investor may cancel this subscription at any time and for any reason up until the Cancellation Deadline. Except as set forth in Sections 2(b)(ii) and 3(c), Investor agrees that after the Cancellation Deadline this subscription shall be irrevocable by Investor and shall survive the death or disability of Investor.

(ii) Material Change. If there is a material change to the terms of the Offering or to the information provided by the Company in connection therewith, the Company shall direct FlashFunders to send to Investor notice (A) of such material change and (B) that Investor's subscription will be cancelled unless Investor reconfirms such subscription within five Business Days of Investor's receipt of such notice (the "**Reconfirmation Period**"). If Investor fails to reconfirm Investor's subscription within the Reconfirmation Period, (Y) such subscription will be cancelled automatically and (Z) the Company shall direct FlashFunders to (I) send to Investor, within five Business Days after the Reconfirmation Period, a notification that such subscription was cancelled, the reason for such cancellation and the refund amount that Investor is expected to receive, and (II) refund of such subscription to Investor.

(iii) Cancelled Subscriptions. If Investor's subscription is cancelled, such subscription shall be refunded to Investor without deduction for any fee, commission or expense, and without accrued interest with respect to any money received.

(c) Acceptance. Investor acknowledges that the Company has the right to accept or reject this 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 Agreement is countersigned on the Company's behalf and delivered to Investor. Upon rejection of the subscription under this

Agreement for any reason, such subscription shall be refunded to Investor without deduction for any fee, commission or expense, and without accrued interest with respect to any money received, and this Agreement shall be deemed to be null and void and of no further force or effect.

3. Closing.

(a) **Closing.** Subject to this Section 3(b) and Section 3(c), the closing of the sale and purchase of Flash CF Preferred pursuant to the Subscription Agreements (the “**Closing**”) shall take place through the Platform within five Business Days after the Offering Deadline (the “**Closing Date**”).

(b) **Closing Conditions.** Subject to Section 3(c), the Closing is conditioned upon satisfaction of all of the following conditions:

(i) prior to the Offering Deadline, the Company shall have received aggregate subscriptions from Flash CF Investors for shares of Flash CF Preferred having an aggregate purchase price of at least the Target Offering Amount;

(ii) prior to the Funding Deadline, the Company shall have received into the Escrow Account in cleared funds, and is accepting, aggregate subscriptions from Flash CF Investors for shares of Flash CF Preferred having an aggregate purchase price of at least the Target Offering Amount;

(iii) prior to the Closing, the Company shall have filed the Charter with the Secretary of State of Delaware; and

(iv) Investor has delivered to the Company an executed copy of (A) the Rights Agreement and (B) the Mutual Agreement to Arbitrate and Waiver of Class Action Class attached to this Agreement as Attachment 1 (the “**Arbitration Agreement**”).

(c) **Early Closing.** The Company may effect the Closing (an “**Early Closing**”) prior to the Offering Deadline (such earlier Closing Date, the “**Early Closing Date**”) if all of the following conditions are satisfied:

(i) the Early Closing Date is at least 21 days after the Offering Commencement Date;

(ii) FlashFunders provides notice (the “**Early Closing Notice**”) to the Investor of (A) the Early Closing Date, (B) the right of investors in the Offering to cancel their subscriptions at any time and for any reason up until 48 hours prior to the Early Closing Date, and (C) whether the Company will continue to accept subscriptions under the Offering during such 48-hour period;

(iii) FlashFunders provides the Early Closing Notice to the other Flash CF Investors and any potential Flash CF Investor;

(iv) the Early Closing Date is scheduled for and occurs at least five Business Days after the Early Closing Notice is provided by FlashFunders;

(v) at the time of the Early Closing, the Company has received into the Escrow Account in cleared funds, and is accepting, subscriptions from Flash CF Investors for shares of Flash CF Preferred having an aggregate purchase price of at least the Target Offering Amount;

(vi) prior to the Early Closing, the Company shall have filed the Charter with the Secretary of State of Delaware; and

(vii) Investor has delivered to the Company an executed copy of (A) the Rights Agreement and (B) the Arbitration Agreement.

As used herein, the term “Closing” shall apply to an Early Closing, if applicable, and the term “Closing Date” shall apply to an Early Closing Date, if applicable.

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

(e) **No Closing.** If (i) at the Offering Deadline, the Company fails to receive subscriptions from Flash CF Investors for shares of Flash CF Preferred having an aggregate purchase price of at least the Target Offering Amount; (ii) at the Funding Deadline, the Company fails to receive in cleared funds, or is not accepting, subscriptions from Flash CF Investors for shares of Flash CF Preferred having an aggregate purchase price of at least the Target Offering Amount; or (iii) the Company terminates the Offering or is otherwise unable to effect the Closing pursuant to this Agreement, (1) Investor’s subscription will be cancelled automatically and (2) FlashFunders will, within five Business Days thereafter, (A) send to Investor a notification of such cancellation, the reason for such cancellation and the refund amount that Investor is expected to receive, and (B) direct the refund of such subscription to Investor without deduction for any fee, commission or expense, and without accrued interest with respect to any money received, and without accrued interest with respect to any money received.

4. Representations and Warranties of Investor. Investor hereby represents and warrants to the Company and to FlashFunders, as of the date hereof and as of the Closing Date, as follows:

(a) **Authorization; Binding Obligations.** Investor has all necessary power and authority to execute and deliver this Agreement and to carry out its provisions. All action on Investor’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 Investor, 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) **Investor Information.** All information provided by Investor through the Platform (including, without limitation, Investor's (and Investor's spouse if applicable) annual income, net worth and prior Regulation Crowdfunding investment activity) is complete, accurate and true in all respects. In the event that the annual income or net worth of Investor's spouse was included in the annual income or net worth provided by Investor, Investor hereby represents and warrants that Investor's and Investor's spouse's aggregate Regulation Crowdfunding investment activity does not exceed the investment limits set forth in Rule 100(a)(2) of Regulation Crowdfunding.

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

(d) **Investment Risk.** Investor understands and acknowledges that (i) the Company has a limited financial and operating history and that an investment in the Company is highly speculative and involves substantial risks, (ii) the entire amount of Investor's investment may be lost, (iii) Investor is in a financial condition to bear the loss of Investor's investment, (iv) there are restrictions on Investor's ability to cancel Investor's subscription hereunder and obtain a return of Investor's investment, (v) it may be difficult for Investor to resell the Shares and Conversion Shares and (vi) investing in the Shares involves risk, and Investor should not invest any funds in the Offering unless Investor can afford to lose the entire amount of Investor's investment.

(e) **Access to Information.** Investor acknowledges that Investor has reviewed and understands the contents of the Offering Statement and the educational materials posted on the Platform. Investor has had an opportunity to discuss the Company's business, management and financial affairs with directors, officers and management of the Company. Investor 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. Investor believes that it has received all the information Investor considers necessary or appropriate for deciding whether to purchase the Shares and the Conversion Shares. Investor 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. Investor 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.

(f) **Restricted Securities.** Investor is aware that neither the Shares nor any Conversion Shares have been registered under the Securities Act, and that the Shares and the Conversion Shares are deemed to constitute "restricted securities" under Rule 144 promulgated under the Securities Act ("**Rule 144**"). Investor 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 Investor's representations contained in this Agreement.

(g) **Limited Resale.** Investor understands that the Shares and, if issued, the Conversion Shares, must be held indefinitely unless they are subsequently registered under the Securities Act or an exemption from such registration is available. Investor has been advised or is aware of the provisions of Rule 144, as in effect from time to time, which permit limited resale of shares 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.

(h) **Transfer Restrictions.** Investor acknowledges and agrees that the Shares are subject to the restrictions on transfer set forth in the Rights Agreement.

(i) **Opportunity to Review.** Investor has reviewed this Agreement in its entirety, has had an opportunity to obtain the advice of counsel prior to executing this Agreement and fully understands all provisions of this Agreement, the Charter and the Rights Agreement.

(j) **Own Advisors.** Investor acknowledges that Investor is not relying on any statements or representations of the Company, FlashFunders, or their respective agents, for legal, financial, or tax advice with respect to this investment or the transactions contemplated by this Agreement. Investor has reviewed with Investor's own tax advisors the U.S. federal, state, local and foreign tax consequences of this investment and the transactions contemplated by this Agreement. With respect to such matters, Investor is relying solely on such advisors and not on any statements or representations of the Company, FlashFunders or any of their respective agents, whether written or oral. Investor understands that it (and not the Company) shall be responsible for Investor's own tax liability that may arise as a result of this investment or the transactions contemplated by this Agreement.

(k) **Foreign Investors.** If Investor is not a United States person (as defined by Section 7701(a)(30) of the Internal Revenue Code of 1986, as amended), Investor represents that Investor has satisfied Investor as to the full observance of the laws of its jurisdiction in connection with any invitation to subscribe for the Shares or any use of this Agreement, including (i) the legal requirements within its jurisdiction for the purchase of the Shares, (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 Shares. The Company's offer and sale and Investor's subscription and payment for and continued beneficial ownership of the Shares will not violate any applicable securities or other laws of Investor's jurisdiction.

(l) **Investor Address.** Investor resides in the state or province identified in the address of Investor set forth on the signature page hereto.

5. **Representations and Warranties of the Company.** The Company hereby represents and warrants to and agrees with Investor and FlashFunders that, except as set forth on the Schedule of Exceptions attached hereto as Exhibit B (if any), each of the following statements is true and correct on the date hereof and, if this subscription is accepted by the Company in whole or in part, will be true and correct on the Closing Date:

(a) **Organization, Good Standing and Qualification.** The Company is a corporation duly organized, validly existing and in good standing under and subject to the laws of the State of Delaware. 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 the Conversion Shares and to carry out the provisions of this Agreement and the Charter.

(b) **Capitalization.**

(i) Immediately prior to the Closing, the authorized capital stock of the Company will be as set forth in the Charter. The capitalization table attached to this Agreement as Exhibit C (the “**Cap Table**”) sets forth, as of the date indicated thereon, the number of outstanding shares of capital stock of each class or series of shares of the Company outstanding on such date.

(ii) In addition to the outstanding shares of capital stock set forth on the Cap Table, as of the Closing the Company has reserved:

(A) the Shares for issuance pursuant to this Agreement and the Conversion Shares for issuance upon conversion of the Shares;

(B) the shares of FlashSeed Preferred for issuance under the FlashSeed Offerings and the shares of Common Stock to be issued to the FlashSeed Investors upon conversion of such shares of FlashSeed Preferred;

(C) the Incentive Pool Shares; and

(D) the shares, if any, set forth on the Cap Table as reserved for issuance upon exercise of the outstanding warrants, convertible notes or other equity securities of the Company set forth on the Cap Table.

(iii) The Common Stock and the Flash CF Preferred shall have the rights, preferences, privileges and restrictions set forth in the Charter. The outstanding shares of the Company have been duly authorized and validly issued in compliance in all material respects with applicable laws, and are fully paid and nonassessable.

(iv) The Shares, when issued and delivered and paid for in compliance with the provisions of this Agreement, will be validly issued, fully paid and nonassessable. The Conversion Shares have been duly and validly reserved and, when issued in compliance with the provisions of this Agreement, the Charter and applicable law, will be validly issued, fully paid and nonassessable. The Shares and the Conversion Shares will be free of any liens or encumbrances, other than (A) any liens or encumbrances created by or imposed upon Investor, (B) restrictions on transfer under applicable state and/or federal securities laws and (C) as set forth herein or in the Rights Agreement. Except as set forth in the Rights Agreement, the Shares and the Conversion Shares are not subject to any preemptive rights or rights of first refusal.

(c) **Authorization; Binding Obligations.** All corporate action on the part of the Company, its officers, directors and stockholders necessary for the authorization of this

Agreement and the Charter, the performance of all obligations of the Company hereunder and thereunder on the Closing Date and the authorization, sale, issuance and delivery of the Shares pursuant hereto and pursuant to the Charter has been taken or will be taken prior to the Closing Date. This Agreement, when executed and delivered, will be 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) general principles of equity that restrict the availability of equitable remedies. The sale of the Shares hereunder and the subsequent conversion of the Shares into the 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 as of the date of such sale or conversion.

(d) **Compliance with Laws.** The Company is not in violation of any applicable statute, rule, regulation, order or restriction of any domestic or foreign government or any instrumentality or agency thereof in respect of the conduct of its business or the ownership of its properties, which violation would materially and adversely affect the business, assets, liabilities, financial condition, operations or prospects of the Company.

(e) **Offering Valid.** Assuming the accuracy of Investor's representations and warranties contained herein, the offer, sale and issuance of the Shares and the Conversion Shares will be exempt from the 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 qualification requirements of all applicable state securities laws. Neither the Company nor any agent on its behalf has solicited or will solicit any offers to sell or has offered to sell or will offer to sell all or any part of the Shares to any person or persons so as to bring the sale of the Shares by the Company within the registration provisions of the Securities Act or any state securities laws.

(f) **Material Contracts.** All of the Company's agreements and contracts in effect as of the date of this Agreement involving aggregate payments to or from the Company in excess of \$25,000 and all other contracts deemed material by the Company are, to the Company's knowledge, valid, binding and in full force and effect in all material respects, subject to the laws of general application relating to bankruptcy, insolvency and the relief of debtors and the rules of law governing specific performance, injunctive relief and other equitable remedies.

(g) **Intellectual Property.** To the knowledge of the Company (without having conducted any special investigation or patent search), the Company owns or possesses or can obtain on commercially reasonable terms sufficient legal rights to all patents, trademarks, service marks, trade names, copyrights, trade secrets, licenses (software or otherwise), information, processes and similar proprietary rights ("**Intellectual Property**") necessary to the business of the Company as presently conducted, the lack of which could reasonably be expected to have a material adverse effect on the Company. Except for agreements with its own employees or consultants, standard end-user license agreements, support/maintenance agreements and agreements entered in the ordinary course of the Company's business, there are no outstanding options, licenses or agreements relating to the Intellectual Property of the Company, and the Company is not bound by or a party to any options, licenses or agreements with respect to the Intellectual Property of any other person or entity. The Company has not

received any written communication alleging that the Company has violated any of the Intellectual Property of any other person or entity.

(h) Title to Properties and Assets; Liens. The Company has good and marketable title to its properties and assets, and has good title to all its leasehold interests, in each case subject to no material mortgage, pledge, lien, lease, encumbrance or charge, other than (i) liens for current taxes not yet due and payable, (ii) liens imposed by law and incurred in the ordinary course of business for obligations not past due, (iii) liens in respect of pledges or deposits under workers' compensation laws or similar legislation, and (iv) liens, encumbrances and defects in title which do not in any case materially detract from the value of the property subject thereto or have a material adverse effect on the Company, and which have not arisen otherwise than in the ordinary course of business.

(i) Compliance with Other Instruments. The Company is not in violation of any material term of its Charter or Bylaws, each as amended to date, or, to the Company's knowledge, in any material respect of any term or provision of any material indebtedness, contract or agreement to which it is party which would have a material adverse effect on the Company. The execution and delivery of this Agreement by the Company, the performance by the Company of its obligations pursuant to this Agreement, and the issuance of the Shares and the Conversion Shares, will not result in any material violation of, or materially conflict with, or constitute a material default under, the Charter or Bylaws, each as amended to date.

(j) Tax Returns and Payments. The Company has timely filed all material tax returns required to be filed by it with appropriate federal, state and local governmental agencies. These returns and reports are true and correct in all material respects. All taxes shown to be due and payable on such returns, any assessments imposed, and, to the Company's knowledge, all other taxes due and payable by the Company on or before the Closing have been paid or will be paid prior to the time they become delinquent.

(k) 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 (i) against the Company or (ii) against any officer, director, key employee or consultant 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.

(l) No Disqualification Event. None of the Company, any of its predecessors, any affiliated issuer, any director, officer general partner or managing member of the Company, any beneficial owner of 20% or more of the Company's outstanding voting equity securities, calculated on the basis of voting power, any promoter connected with the Company in any capacity at the time of sale, any person that has been or will be paid (directly or indirectly) remuneration for solicitation of purchasers in connection with the sale of shares Flash CF Preferred in the Offering (a "**Solicitor**"), nor any general partner, director, officer or managing member of any Solicitor (each, an "**Issuer Covered Person**") is subject to any of the "Bad Actor" disqualifications described in Rule 503(a)(1) to (8) of Regulation Crowdfunding (a "**Disqualification Event**"), except for a Disqualification Event covered by Rule 503(b) or (c) of Regulation Crowdfunding. The Company has exercised reasonable care to determine whether

any Issuer Covered Person is subject to a Disqualification Event, including, without limitation, making, in the light of the circumstances, factual inquiry into whether any Disqualification Event exists. The Company has complied, to the extent applicable, with its disclosure obligations under Rule 201(u) of Regulation Crowdfunding, and has furnished to each Investor and FlashFunders a copy of any disclosures provided thereunder.

(m) Offering Limitations.

(i) Exclusivity. The Company is conducting the Offering exclusively on the Platform. The Company is not conducting any concurrent offering of the Company's securities in reliance on Section 4(a)(6) of the Securities Act.

(ii) Offering Limitations. The aggregate amount of the Company's (together with all of its Affiliates') securities sold by the Company (or any of its Affiliates) in reliance on Section 4(a)(6) of the Securities Act during the 12-month period preceding the offer or sale of any shares of Flash CF Preferred in the Offering (including any shares of Flash CF Preferred authorized to be offered and sold in the Offering) does not exceed \$1,000,000. For the purposes hereof, (A) "**Affiliate**" means any entity controlled by or under common control with the Company and any predecessor of the Company, and (B) "**control**" means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of an entity, whether through the ownership of voting securities, by contract or otherwise.

(iii) Flash CF Investor Limitations. To the Company's knowledge, (A) no Flash CF Investor has exceeded the aggregate amount of securities that such Flash CF Investor may purchase in reliance on Section 4(a)(6) of the Securities Act and (B) no Flash CF Investor would exceed such limits as a result of purchasing shares of Flash CF Preferred in the Offering.

(n) No Reporting Company. The Company is not required to file reports pursuant to Section 13 or Section 15(d) of the Securities Exchange Act of 1934, as amended.

(o) No Investment Company. The Company is not (i) an "investment company" as defined in Section 3 of the Investment Company Act of 1940 (the "**Investment Company Act**"), or (ii) excluded from the definition of an "investment company" pursuant to Sections 3(b) or 3(c) of the Investment Company Act.

(p) Reporting Compliance. In the event that, prior to the Offering, the Company has sold any of its securities in reliance on Section 4(a)(6) of the Securities Act, the Company has timely filed with the Commission and provided to the Flash CF Investors, to the extent required, all annual reports required to be filed and delivered by the Company pursuant to Regulation Crowdfunding.

(q) No Advertising. Neither the Company, nor anyone acting on the Company's behalf, has, directly or indirectly, advertised any terms of the Offering except as permitted by Rule 204 of Regulation Crowdfunding.

(r) Offering Statement. The Company completed and timely filed the Offering Statement in compliance with the Securities Act and Regulation Crowdfunding. The

Offering Statement is hereby incorporated herein by reference. The Company shall timely file and provide to Investor and FlashFunders all amendments to the Offering Statement and progress updates required to be filed pursuant to the Securities Act and/or Regulation Crowdfunding (including, without limitation, the amendments and progress updates described in Rules 203(a)(2) and 203(a)(3) of Regulation Crowdfunding).

(s) **Business Plan**. The Company has a specific business plan. Such business plan does not indicate that the Company plans to engage in a merger or acquisition with an unidentified company or companies. A copy of such business plan is included in the Offering Statement.

(t) **Disclosure**. None of the information filed with the Commission by or on behalf of the Company (including the Offering Statement), or any of the information provided to FlashFunders or the Flash CF Investors (through the Platform or otherwise) by or on behalf of the Company, contains any untrue statement of a material fact or omits to state a material fact necessary in order to make such statements not misleading in light of the circumstances under which they were made.

(u) **Additional Filings**. The Company shall timely file with the Commission all post-Closing forms and annual reports which the Company is required to file by the Securities Act and/or Regulation Crowdfunding (including, without limitation, the forms and annual reports described in Rules 202(a) and 203(b) of Regulation Crowdfunding). The Company shall make available all such post-Closing forms and annual reports in accordance with the Securities Act and Regulation Crowdfunding.

6. **Indemnification**. Investor hereby agrees to indemnify and hold harmless the Company, FlashFunders, and any of their respective officers, directors, controlling persons, equity holders, agents and employees (collectively, the “**Indemnified Parties**”), 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 Investor to the Company or FlashFunders (or any agent or representative of any of them), or omitted by Investor, against any losses, damages, liabilities, penalties or expenses (including attorneys’ fees, judgments, fines and amounts paid in settlement) actually and reasonably incurred by any Indemnified Party in connection with such action, suit or proceeding.

7. **Miscellaneous**.

(a) **Further Assurances**. The parties agree to execute such further instruments and to take all such further action as may reasonably be necessary to carry out the intent of this Agreement.

(b) **Notices**. Any notice required or permitted hereunder shall be given in writing and shall be via electronic mail (or mailed by registered or certified mail, postage prepaid) addressed:

(i) if to Investor, at Investor's electronic mail address (or mailing address) as provided by Investor through the Platform and set forth in this Agreement, as may be updated in accordance with the provisions hereof;

(ii) if to any other holder of any shares of Flash CF Preferred or any shares of Common Stock issued upon conversion thereof, at such electronic mail address (or mailing address) as shown in the Company's records, or, until any such holder so furnishes an electronic mail address and mailing address to the Company, then to and at the address of the last holder of such shares for which the Company has contact information in its records; or

(iii) if to the Company, to info@mobilespike.com (or, if by mail, the Company's principal executive offices), Attn: Chief Executive Officer, or at such other address as the Company shall have furnished to the Flash CF Investors.

With respect to any notice given by the Company under any provision of the Delaware General Corporation Law or the Charter or Bylaws, Investor agrees that such notice may be given by electronic mail.

Each such notice or other communication shall for all purposes of this Agreement be treated as effective or having been given at the earlier of its receipt or 24 hours after the same has been sent by electronic mail (or, if sent by mail, at the earlier of its receipt or 72 hours after the same has been deposited in a regularly maintained receptacle for the deposit of the United States mail, addressed and mailed as aforesaid).

(c) **Governing Law; Dispute Resolutions.** This Agreement shall be governed in all respects by the internal laws of the State of Delaware, without regard to the conflict of laws principals of such state. Any suit, action or other proceeding arising out of or based upon this Agreement shall be subject to the provisions of the Arbitration Agreement which are hereby incorporated herein and made a part of this Agreement by this reference.

(d) **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, shall be binding upon Investor and Investor's heirs, executors, administrators, successors and assigns.

(e) **Entire Agreement.** This Agreement, including Attachment 1 and Exhibits, together with applicable provisions of the Platform Terms of Use, Privacy Policy, Rights Agreement and Escrow Agreement, constitute the entire agreement between the parties with respect to the subject matter hereof and supersede and merge all prior agreements or understandings, whether written or oral.

(f) **Severability.** If one or more provisions of this Agreement are held to be unenforceable under applicable law, portions of such provisions, or such provisions in their entirety, to the extent necessary, shall be severed from this Agreement, and the balance of this Agreement shall be interpreted as if such provisions were so excluded and shall be enforceable in accordance with its terms.

(g) **Amendment and Waiver.** This Agreement may be amended or modified, and the obligations of the Company and the rights of Investor under this Agreement may be waived or terminated, only upon the written consent of the Company, Investor and FlashFunders.

(h) **Expenses.** Each party shall pay all costs and expenses that it incurs with respect to the negotiation, execution, delivery and performance of this Agreement.

(i) **Delays or Omissions.** It is agreed that no delay or omission to exercise any right, power or remedy accruing to any party, upon any breach, default or noncompliance by another party under this Agreement, the other Subscription Agreements, the Rights Agreement or the Charter, shall impair any such right, power or remedy, nor shall it be construed to be a waiver of any such breach, default or noncompliance, or any acquiescence therein, or of any similar breach, default or noncompliance thereafter occurring. It is further agreed that any waiver, permit, consent or approval of any kind or character on any party's part of any breach, default or noncompliance under this Agreement, the other Subscription Agreements, the Rights Agreement or the Charter or any waiver on such party's part of any provisions or conditions of this Agreement, the Subscription Agreements, the Rights Agreement or the Charter must be in writing and shall be effective only to the extent specifically set forth in such writing. All remedies, either under this Agreement, the other Subscription Agreements, the Charter, law, or otherwise afforded to any party, shall be cumulative and not alternative.

(j) **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.

(k) **Third-Party Beneficiary.** The parties hereto acknowledge and agree that FlashFunders is a direct beneficiary with respect to certain provisions of this Agreement 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, this Agreement is for the sole benefit of the parties hereto and their permitted assigns and nothing herein expressed or implied shall give or be construed to give to any person or entities, other than the parties hereto and such assigns, any legal or equitable rights hereunder.

(l) **Counterparts.** This Agreement 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.

(m) **Electronic Execution and Delivery.** A digital reproduction, portable document format (".pdf") or other reproduction of this 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.

(n) **Titles and Subtitles.** The titles of the sections and subsections of this Agreement are for convenience of reference only and are not to be considered in construing this Agreement.

(o) **Pronouns.** All pronouns contained herein, and any variations thereof, shall be deemed to refer to the masculine, feminine or neutral, singular or plural, as to the identity of the parties hereto may require.

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IN WITNESS WHEREOF, each of the parties hereto has executed this Flash CF Preferred Stock Subscription Agreement as of the day and year set forth below.

INVESTOR:

By: _____

Name: _____

Date: _____

Address: _____

Telephone: _____

Email: _____

Shares Subscribed: _____

Amount Subscribed: \$ _____

IN WITNESS WHEREOF, each of the parties hereto has executed this Flash CF Preferred Stock Subscription Agreement as of the day and year set forth below.

ACCEPTED:

MOBILESPIKE, INC.

By: _____

Name: Michael Moormeier

Title: CEO

Acceptance Date: _____

Address: 3269 Washington Way
Longview, WA 98632

Telephone: 360-560-4343

Email: michael@mobilespike.com

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 MobileSpike, Inc., a Delaware corporation (the “**Company**”), and the “Investor” set forth on the Investor Acceptance page below (“**Investor**”). The words “you” and “your” in this Arbitration Agreement refer to the undersigned Investor and anyone acting on the Investor’s behalf including, without limitation, the Investor’s family, heirs, agents and assigns.

RECITALS

A. You and the Company have entered into a Flash CF Preferred Stock Subscription Agreement dated on or after the date of this Agreement (the “**Purchase Agreement**”), and it is a condition to the closing of the sale of the shares of the Company’s capital stock under the Purchase Agreement 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 (including, without limitation, the Purchase Agreement); 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 Delaware 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 Washington 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-Party Beneficiaries. The parties expressly acknowledge, agree and confirm that each and every Covered Party is an express third-party beneficiary of this Arbitration Agreement, and each such Covered Party shall have and possess all rights and remedies hereunder as if each such Covered Party 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.

MOBILESPIKE, INC.

By: _____

Name: Michael Moormeier

Title: CEO

Date: _____

INVESTOR'S ACCEPTANCE

The undersigned Investor 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. Investor 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 INVESTOR UNDERSTANDS AND ACKNOWLEDGES THAT BY SIGNING THIS ARBITRATION AGREEMENT, THE COMPANY AND INVESTOR, 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. INVESTOR ALSO UNDERSTANDS AND ACKNOWLEDGES THAT, BY SIGNING THIS ARBITRATION AGREEMENT, THE COMPANY AND INVESTOR 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.**

INVESTOR:

By: _____

Name: _____

Date: _____

EXHIBIT A

CHARTER

(See attached)

EXHIBIT B

SCHEDULE OF EXCEPTIONS

Section 5(f)

With regard to the Officer compensation accruals of \$260,500, the company has reached no formal written agreement with the officers as to repayment of these obligations. The company has reached an informal oral agreement with these officers to the effect that the company will endeavor to repay a portion of these obligations from the proceeds of this offering. The decision as to what portion of these proceeds will be used to pay these obligations will be based upon Managements' analysis of the ability of the company to perform its business plan. Any remaining portion of these obligations, will be repaid by the company from future operations.

With regard to the vendor payables, while the company has no formal written agreement as to how it intends to pay these vendor obligations, the company has reached an informal oral agreement to pay the obligations at the rate of \$600.00 per month without interest thereon.

EXHIBIT C

CAP TABLE

(See attached)