



STOCK PURCHASE AGREEMENT

THIS STOCK PURCHASE AGREEMENT (this “Agreement”) is made between the Buyer (as defined below) and the Seller (as defined below). This Agreement is made as of the later date upon which either Buyer or Seller executes this Agreement.

RECITALS:

A. For purposes of this Agreement, the following defined terms shall have the meanings ascribed to them below.

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|-------------------|----------------------|
| Company: | COMPANY LEGAL NAME |
| Share Type: | SHARE TYPE |
| Number of Shares: | NUMBER OF SHARES |
| Price per Share: | PRICE PER SHARE |
| Purchase Price: | TOTAL PURCHASE PRICE |

B. The Seller owns the Number of Shares of the Share Type of the Company (the “Shares”). The Buyer desires to purchase the Shares from the Seller, and the Seller desires to sell and transfer the Shares to the Buyer. The consideration for the Shares to be purchased, sold and transferred hereunder shall be the Purchase Price.

C. The Shares are subject to a Right of First Refusal held by the Company and/or other third parties as set forth in the document(s) attached hereto as Exhibit D (the “ROFR”). The ROFR requires certain notices and the opportunity to purchase some or all of the Shares be given to the Company and/or other third parties. Accordingly, the purchase and the sale of the Shares hereunder is subject to and qualified by the purchase of Shares by the Company and/or third parties.

D. The Shares are also subject to a right of co-sale held by certain third parties (the “Co-Sale Right Holders”) also as set forth in document(s) attached hereto as Exhibit D (the “Co-Sale Right”). The Co-Sale Right requires certain notices and the opportunity to sell some or all of the Shares be given to the Co-Sale Right Holders. Accordingly, the purchase and the sale of the Shares hereunder is subject to and qualified by the sale of some or all of the Shares by the Co-Sale Right Holders.

E. Buyer and Seller intend to enter into that certain Escrow Services Agreement, the Form of which is attached hereto as Exhibit A; it provides the terms under which Escrow Company (as defined therein) will facilitate the closing of the purchase and sale of the Shares as contemplated in this Agreement (the “Transaction”).

F. Buyer and Seller are simultaneously entering into that certain Indemnification Agreement with SharesPost, Inc. (“SharesPost”), attached hereto as Exhibit B, which, among other things, provides that Buyer and Seller indemnify SharesPost and its affiliates against any liability

arising from the Transaction and acknowledge that SharesPost has made no representations or warranties and has given no advice of any kind concerning the Company, the Shares or the Transaction and has done nothing to process the Transaction.

G. Buyer and Seller have obtained the form of this Agreement from SharesPost but acknowledge that they have each had the opportunity to review this form prior to signing it and they were and are free to contact each other to arrange for the use of an alternative form. Buyer and Seller acknowledge that *SharesPost has provided them with no legal advice* and does not represent either party and shall have no liability with respect to their use of this form.

A G R E E M E N T

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the parties hereto agree as follows:

1. Transfer of Shares. On the Transfer Date (as defined in Section 4), the Seller shall sell and transfer to the Buyer, and the Buyer shall purchase from the Seller, all beneficial and record ownership of the Shares in accordance with the terms of this Agreement. Such sale and transfer shall be free and clear of any liens, encumbrances, claims, security interests, options, charges or other restrictions, other than those described herein. Notwithstanding the foregoing, (i) Seller's obligation to sell and transfer the Shares hereunder is qualified by the ROFR such that the number of Shares to be sold and transferred hereunder will be reduced by that number of Shares purchased by the Company and/or other beneficiaries of the ROFR, and (ii) Buyer acknowledges and accepts that some number of the Shares may be delivered to Buyer by the Co-Sale Right Holders pursuant to the terms of the Co-Sale Right.

2. Purchase Price. The consideration for the sale and transfer of the Shares by the Seller to the Buyer shall be the Price Per Share, for an aggregate amount equal to the Purchase Price, the receipt and sufficiency of which the Seller hereby acknowledges. The Purchase Price shall be downwardly adjusted to reflect any exercise of the ROFR and corresponding reduction in the number of Shares sold and transferred hereunder.

3. Agreements Pertinent to the Shares. In the event that Seller is subject to a stockholders' agreement or similar agreement and such agreement requires that any transferee of the Shares agrees to be bound by and/or execute such agreement, Seller has attached true and complete copies of such agreement hereto as part of Exhibit D (the "Stockholders' Agreement"). If the ROFR and/or the Co-Sale Right are set forth in an agreement(s) other than the Stockholders' Agreement, then Seller has also attached true and complete copies of such document(s) (together with the Stockholders' Agreement) as Exhibit D. Upon the Transfer Date, Buyer agrees to be bound by the terms of, and to execute, the Stockholders' Agreement and (if applicable) the agreement(s) containing the ROFR and/or Co-Sale Right if that is required by any of their terms to properly effect the Transaction. Buyer represents that he has reviewed and accepts any restrictions contained in the Stockholders' Agreement or the documents containing the Co-Sale Right or ROFR upon taking ownership of the Shares and/or any other obligations set forth therein.

4. Deliveries and Closing. Upon the execution and delivery of this Agreement by both Buyer and Seller, Seller shall deliver to Escrow Company copies of the purchase, option or other agreement or document which gave rise to Seller's ownership of the Shares or a stock certificate representing the Shares in Seller's name. Upon receipt of these items, Escrow Company will notify the Buyer of same and then facilitate Seller's fulfillment of the terms of the ROFR. Upon the earlier of the expiration of the exercise period of all third parties having rights under the ROFR or the waiver of such third parties of their ROFR rights, Escrow Company will inform Buyer and Seller of the final number of Shares to be sold and transferred hereunder and of any corresponding revision to the Purchase Price. Escrow Company will then facilitate Seller's fulfillment of the terms of the Co-Sale Right. Upon the earlier of the expiration of the exercise period of all third parties having rights under the Co-Sale Right or the waiver of such third parties of their Co-Sale Right, Escrow Company will inform Buyer and Seller of the final allocation of Shares to be sold hereunder amongst Seller and any exercising Co-Sale Rights Holders. Buyer will then deliver to Escrow Company the Purchase Price net of any adjustments due to the ROFR in immediately available funds. Seller shall then deliver to Escrow Company a: (a) valid stock certificate(s) representing the Shares (net of any adjustment due to the ROFR) duly executed in blank; and (b) stock power(s) executed by Seller and directing the Company to transfer the Shares into the name of Buyer on the books and records of the Company (such stock power to be in the form specified by the Escrow Company); and (c) whatever other documentation the Company reasonably requires to process the transfer of the Shares to Buyer. Escrow Company will then facilitate the transfer of the Shares to Buyer on the books and records of the Company. The "Transfer Date" will be deemed to have occurred on the date upon which the Company transfers beneficial ownership of the Shares to Buyer on the books and records of the Company. Promptly upon Escrow Company receiving the new certificate evidencing the Shares in the Buyer's name from the Company, Escrow Company will deliver the Purchase Price to Seller and the new share certificate to Buyer (the "Closing"). Seller shall be solely responsible for distributing any part of the Purchase Price to the Co-Sale Right Holders in accordance with the terms of the Co-Sale Right. Both Buyer and Seller agree to take whatever other action may be reasonably required to effect the Transaction including without limitation the execution of customary documents requested by the Company. Buyer and Seller agree to be bound by, and make all deliveries according to, the terms of the Escrow Agreement.

5. Representations and Warranties. The following representations and warranties shall survive the Closing:

(a) Seller hereby represents and warrants to the Buyer that on the date hereof and at the Closing: (i) Seller holds valid and marketable title to the Shares which are fully paid and non-assessable and owns the Shares free and clear of all liens, claims, encumbrances, security interests, restrictions on transfer or other defects in title of any kind, and is offering, selling and transferring the Shares to the Buyer free and clear of all liens, claims, encumbrances, security interests, restrictions on transfer or other defects in title of any kind or description, except for: (1) applicable securities laws; and ((2) the ROFR, the Co-Sale Right and any Stockholders' Agreement, each as attached as Exhibit D; and (3) any restriction on the transfer of the shares in connection with an initial public offering legended on the Shares (a "Lock-Up"); (ii) assuming compliance with the ROFR, the Co-Sale Right and the Stockholders' Agreement (if any), Seller has the right, power and authority to enter into and carry out the terms of this Agreement, including without limitation, the offer, sale and transfer of the Shares to the Buyer, and has taken all action necessary to validly do so; (iii) this Agreement is a legal, valid and binding agreement of Seller enforceable in accordance with its terms; (iv) assuming compliance with the ROFR, the Co-Sale Right and Stockholders' Agreement (if any),

neither the execution or performance of this Agreement or the Transaction will conflict with or result in a breach or termination of any agreement or evidence of indebtedness; (v) Seller is not a party to any contract that remains in effect with respect to the Shares other than those included in Exhibit D, and there are no restrictions on the offer, sale or transfer of the Shares other than the Lock-Up, the ROFR, the Co-Sale Right and the Stockholders' Agreement (if any) and under applicable securities laws; (vi) Seller has held the Shares for a period of at least one year; and (vii) Seller is [not] an "affiliate" of the Company as defined for purposes of SEC Rule 144; and (viii) Seller is [not] a broker or dealer ("broker-dealer") as defined for purposes of the Securities Exchange Act of 1934, associated with a broker-dealer, and/or in possession of a state securities license.

(b) Buyer hereby represents and warrants to Seller that on the date hereof and at the Closing: (i) Buyer has the right, power and authority to enter into and carry out the terms of this Agreement; (ii) this Agreement is a legal, valid and binding agreement of Buyer enforceable in accordance with its terms; and (iii) Buyer has reviewed and executed the Buyer's Investment Representation Statement attached hereto as Exhibit C, affirms its accuracy and acknowledges that Seller, Escrow Company and SharesPost are relying on such statement in their actions pertaining to the Transaction; (iv) Buyer is [not] an "affiliate" of the Company as defined for purposes of SEC Rule 144; and (v) Buyer is [not] a broker or dealer ("broker-dealer") as defined for purposes of the Securities Exchange Act of 1934, associated with a broker-dealer, and/or in possession of a state securities license.

(c) Buyer and Seller represent to each other that on the date hereof and at the Closing: (i) they are entering into this Agreement voluntarily and they are not under any form of duress; (ii) they have such knowledge and experience in financial and business matters that they are capable of evaluating the merits and risks of the Transaction; (iii) they have had the opportunity to review the form of this Agreement with their legal and tax counsel and other advisors prior to executing it and are fully satisfied that its terms are fair and that it effects a fair exchange of value; (iv) they and/or their legal counsel are familiar with applicable securities laws regarding the Transaction, and are responsible for ensuring that their entry into the Transaction is in compliance with such laws; (v) they are not relying on any express or implied legal or investment advice or information from the other, Escrow Company or SharesPost with respect to the prospects or value of the Company or the Shares or any aspect of the Transaction; (vi) they acknowledge and accept that the other party to the Transaction may have material, non-public information about the Company that they do not have and which has not been disclosed; (vii) they hereby irrevocably waive any right to, and agree to refrain from pursuing against the other party to the Transaction, against SharesPost, or against any other party, any and all actions, suits, litigations, arbitrations, proceedings, investigations, claims or liabilities of whatever nature (including but not limited to under SEC Rule 10b-5 or similar laws) that relate to the other party to the Transaction's potential possession of material, non-public information about the Company and (viii) other than as explicitly stated herein, they have not relied upon any other representation or warranty of the other, or any third party including, without limitation, SharesPost. SharesPost and the Company are hereby made express third party beneficiaries of the entirety of this Section 5, of Section 3, and of Recitals F and G.

(d) If either Buyer or Seller becomes aware that any of the representations or warranties made hereunder is or becomes untrue at any time prior to the Closing, then they shall immediately deliver written notice of this to Escrow Company. Such notice shall identify the relevant representation or warranty and include a brief description of the pertinent facts and circumstances.

6. Indemnification. Buyer and Seller each hereby agree to defend, indemnify and hold harmless the other and their partners, members, officers, directors, employees, agents, successors and assigns from and against any claim, damage, liability, loss, cost or expense (including reasonable attorneys fees) arising directly or indirectly out of: (i) any material failure of theirs to perform their obligations as set forth in this Agreement or the Escrow Agreement; (ii) any material inaccuracy or breach of any of their representations or warranties made in this Agreement, and (iii) any and all actions, suits, litigations, arbitrations, proceedings, investigations, claims or liabilities of whatever nature arising out of any of the foregoing. The remedies provided in this Section 6 shall be cumulative and shall not preclude the assertion by any party of any other rights or the seeking of any other remedies against any party.

7. Termination.

(a) Failure to Close. Either Buyer or Seller may in their sole discretion terminate this Agreement upon written notice to Escrow Company if: (i) the Transfer Date has not occurred on or before the date that is one hundred and twenty (120) days from the date hereof, *and* (ii) such party is not, and has not been, in material breach of any of its representations, warranties or obligations set forth in this Agreement.

(b) Untrue Representation or Warranty. Either Buyer or Seller may in their sole discretion terminate this Agreement upon written notice to Escrow Company if: (i) any of the other party's representations or warranties are untrue in any material respect at any time prior to the Transfer Date, *and* (ii) such party is not, and has not been, in material breach of any of its representations, warranties or obligations set forth in this Agreement.

(c) Failure to Perform. Either Buyer or Seller may in their sole discretion terminate this Agreement upon written notice to Escrow Company if: (i) the other party has failed to perform any of its obligations hereunder or under the Escrow Agreement and has not cured such failure within ten (10) days of written notice specifying the failure, *and* (ii) such party is not then in material breach of any of its representations, warranties or obligations set forth in this Agreement.

8. Miscellaneous.

(a) Notices and Demands. All notices and demands required to be given hereunder shall be deemed to be duly given at the time of delivery if personally delivered, or forty-eight (48) hours after mailing if deposited with the U.S. Postal Service, postage prepaid, for mailing via certified mail, return receipt requested.

(b) Confidentiality. Buyer and Seller agree to hold the identity of the parties to this Agreement in confidence and not to disclose the same, except with respect to disclosures reasonably required to complete the Transaction or in connection with any required financial reports to investors or tax reporting. Except for transaction data published via SharesPost, no public announcement or other statement to the public pertaining to the Transaction shall be made unless mutually agreed in writing by both Buyer and Seller.

(c) Entire Agreement; Successors and Assigns. This Agreement contains the entire understanding among the parties hereto and supersedes any prior written or oral agreement

among the parties concerning the subject matter contained herein. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

(d) Waiver. No waiver of any breach or default of this Agreement by any party hereto shall be considered to be a waiver of any other breach or default of this Agreement.

(e) Electronic Signature; Party's Identity. This Agreement may be executed by electronic signature and/or counterparts and when so executed by both Buyer and Seller shall be a valid and binding agreement upon both parties. Buyer and Seller acknowledge and accept that one of them or both may not have known the identity of the other at the time they executed this Agreement and agree that this fact in no way effects the validity or enforceability of this Agreement, and further agree and covenant not to challenge its validity or enforceability on any such grounds.

(f) Amendment. This Agreement may be amended or modified only by a written agreement duly executed by the parties to this Agreement.

(g) Choice of Law. This Agreement shall be interpreted in accordance with, and governed by, the laws of the State of California without reference to the choice of law rules in effect at any time in the State of California.

(h) Headings. The headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

(i) Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in effect.

The parties hereto have caused this Stock Purchase Agreement to be electronically executed on the following signature page, as of the later date written next to Buyer's or Seller's name below.
