

NOTICE TO RESIDENT OF THE UNITED STATES

THIS INSTRUMENT HAS BEEN ISSUED PURSUANT TO SECTION 4(A)(6) OF THE SECURITIES ACT OF 1933, AS AMENDED (THE “SECURITIES ACT”), AND NEITHER IT NOR ANY SECURITIES ISSUABLE PURSUANT HERETO HAVE BEEN REGISTERED UNDER THE SECURITIES ACT OR THE SECURITIES LAWS OF ANY STATE. THESE SECURITIES MAY NOT BE OFFERED, SOLD OR OTHERWISE TRANSFERRED, PLEDGED OR HYPOTHECATED EXCEPT AS PERMITTED BY RULE 501 OF REGULATION CROWDFUNDING UNDER THE SECURITIES ACT AND APPLICABLE STATE SECURITIES LAWS OR PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT OR EXEMPTION THEREFROM.

THE COMPANY RESERVES THE RIGHT TO DENY THE PURCHASE OF THE SECURITIES BY ANY PROSPECTIVE INVESTOR AND SHALL BE DEEMED ACCEPTED ONLY WHEN THIS INSTRUMENT IS EXECUTED BY A DULY AUTHORIZED OFFICER OF THE COMPANY AND DELIVERED TO THE INVESTOR.

THERE ARE SIGNIFICANT RISKS AND UNCERTAINTIES ASSOCIATED WITH AN INVESTMENT IN THE COMPANY AND THE SECURITIES. THE SECURITIES OFFERED HEREBY ARE NOT PUBLICLY TRADED AND ARE SUBJECT TO TRANSFER RESTRICTIONS. THERE IS NO PUBLIC MARKET FOR THE SECURITIES AND ONE MAY NEVER DEVELOP. AN INVESTMENT IN THE COMPANY IS HIGHLY SPECULATIVE. THE SECURITIES SHOULD NOT BE PURCHASED BY ANYONE WHO CANNOT BEAR THE FINANCIAL RISK OF THIS INVESTMENT FOR AN INDEFINITE PERIOD OF TIME AND WHO CANNOT AFFORD THE LOSS OF THEIR ENTIRE INVESTMENT.

THESE SECURITIES INVOLVE A HIGH DEGREE OF RISK THAT MAY NOT BE APPROPRIATE FOR ALL INVESTORS.

THIS INSTRUMENT DOES NOT CONSTITUTE AN OFFER IN ANY JURISDICTION IN WHICH AN OFFER IS NOT PERMITTED.

PRIOR TO CONSUMMATION OF THE PURCHASE AND SALE OF ANY SECURITY THE COMPANY WILL AFFORD PROSPECTIVE INVESTORS AN OPPORTUNITY TO ASK QUESTIONS OF AND RECEIVE ANSWERS FROM THE COMPANY AND ITS MANAGEMENT CONCERNING THE TERMS AND CONDITIONS OF THIS OFFERING AND THE COMPANY. NO SOURCE OTHER THAN THE INTERMEDIARY HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION OR MAKE ANY REPRESENTATIONS OTHER THAN THOSE CONTAINED IN THIS FORM C, AND IF GIVEN OR MADE BY ANY OTHER SUCH PERSON OR ENTITY, SUCH INFORMATION MUST NOT BE RELIED ON AS HAVING BEEN AUTHORIZED BY THE COMPANY.

PROSPECTIVE INVESTORS ARE NOT TO CONSTRUE THE CONTENTS OF THIS INSTRUMENT AS LEGAL, ACCOUNTING OR TAX ADVICE OR AS INFORMATION NECESSARILY APPLICABLE TO EACH PROSPECTIVE INVESTOR’S PARTICULAR FINANCIAL SITUATION. EACH INVESTOR SHOULD CONSULT HIS OR HER OWN FINANCIAL ADVISER, COUNSEL AND ACCOUNTANT AS TO LEGAL, TAX AND RELATED MATTERS CONCERNING HIS OR HER INVESTMENT.

THE SECURITIES OFFERED HEREBY WILL HAVE TRANSFER RESTRICTIONS. NO SECURITIES MAY BE PLEDGED, TRANSFERRED, RESOLD OR OTHERWISE DISPOSED OF BY ANY PURCHASER EXCEPT PURSUANT TO RULE 501 OF REGULATION CF. INVESTORS SHOULD BE AWARE THAT THEY WILL BE REQUIRED TO BEAR THE FINANCIAL RISKS OF THIS INVESTMENT FOR AN INDEFINITE PERIOD OF TIME.

NOTICE TO RESIDENTS OF THE STATE OF NEW YORK.

ANY SECURITIES ISSUANCE PURSUANT HERETO ARE NOT BEING OFFERED TO ANY PERSON IN THE STATE OF NEW YORK AND MAY NOT BE OFFERED, SOLD, OR OTHERWISE TRANSFERRED, PLEDGED OR HYPOTHECATED, DIRECTLY OR INDIRECTLY, WITHIN THE STATE OF NEW YORK.

SPECIAL NOTICE TO FOREIGN INVESTORS

THESE SECURITIES ARE NOT BEING OFFERED OR SOLD TO ANYONE WHO LIVES OUTSIDE THE UNITED STATES. THE COMPANY RESERVES THE RIGHT TO DENY THE PURCHASE OF THE SECURITIES BY ANY FOREIGN INVESTOR.

NASAA UNIFORM LEGEND

IN MAKING AN INVESTMENT DECISION INVESTORS MUST RELY ON THEIR OWN EXAMINATION OF THE PERSON OR ENTITY CREATING THE SECURITIES AND THE TERMS OF THE OFFERING, INCLUDING THE MERITS AND RISKS INVOLVED.

THESE SECURITIES HAVE NOT BEEN RECOMMENDED BY ANY FEDERAL OR STATE SECURITIES COMMISSION OR REGULATORY AUTHORITY. FURTHERMORE, THE FOREGOING AUTHORITIES HAVE NOT CONFIRMED THE ACCURACY OR DETERMINED THE ADEQUACY OF THIS DOCUMENT. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

NOTICE REGARDING ESCROW AGENT

PRIMETRUST, THE ESCROW AGENT SERVICING THE OFFERING, HAS NOT INVESTIGATED THE DESIRABILITY OR ADVISABILITY OF AN INVESTMENT IN THIS OFFERING OR THE SECURITIES OFFERED HEREIN. THE ESCROW AGENT MAKES NO REPRESENTATIONS, WARRANTIES, ENDORSEMENTS, OR JUDGEMENT ON THE MERITS OF THE OFFERING OR THE SECURITIES OFFERED HEREIN. THE ESCROW AGENT'S CONNECTION TO THE OFFERING IS SOLELY FOR THE LIMITED PURPOSES OF ACTING AS A SERVICE PROVIDER.

**PRIVILEGED AND CONFIDENTIAL – DO NOT FORWARD OR DISTRIBUTE
DRAFT**

PHUNCOIN, INC.

CROWD TOKEN RIGHTS AGREEMENT

THIS CERTIFIES THAT in exchange for the payment by _____ (the “**Purchaser**”) of **\$investment_amount\$** (the “**Purchase Amount**”) on or about [●] [●], 2019, to PhunCoin, Inc. a Wyoming corporation (the “**Company**”), a wholly-owned subsidiary of Phunware, Inc., a Delaware corporation (“**Parent Company**”) hereby issues to the Purchaser the rights (the “**Rights**”) to certain Tokens (as defined below) subject to the terms set forth below.

“**Tokens**”, or “**PhunCoin**” means virtual securities accounted for on a blockchain-based computer network, issued by the Company or an Affiliate of the Company.

“**Token Allocation**” shall mean the number of Tokens due to the Purchaser pursuant to **Section 1** which can be found by dividing (x) the Purchase Amount by (y) the Price Per Token (as defined below).

“**Price Per Token**” shall mean \$0.008 multiplied by Discount Rate (i.e., \$0.002).

“**Discount Rate**” is 25%

See **Section 2** for certain additional defined terms.

1) Events

- a) **Distribution Event.** Upon the expiration of the Lock-Up Period (provided such expiration is before the expiration or termination of this instrument), this instrument shall automatically convert into, and the Company shall automatically issue to the Purchaser its Token Allocation pursuant to **Section 1(b)** (a “**Distribution Event**”). “**Lock-Up Period**” means the period beginning on the effective date of this instrument and ending on the earliest of (i) a System Launch, (ii) one (1) year after the effective date of this instrument or (iii) the date the Company determines, in its sole discretion, that Resale Restrictions (as defined below) are available with respect to the Tokens. “Resale Restrictions” means an alternative trading system and/or technology that allows resale restrictions with respect to the Token that are required by applicable securities laws to be embedded in the blockchain, the Tokens or any smart contract related to the foregoing.

- b) **Token Conversion Mechanics.** Upon a Distribution Event, the Company or its Affiliate will provide the Purchaser with a number of Tokens equal to the Token Allocation subject to such terms as may be determined by the Company and its Affiliates. Upon a Distribution Event the Purchaser will receive its Token Allocation at the digital address provided by the Purchaser (subject to the conditions of **Section(b)(ii)**) to the Company through Republic’s (defined below) platform (rounded up to the next whole number if such number is a fraction).

In connection with the issuance of Tokens to the Purchaser pursuant to this **Section 1(b)**:

- i) The Purchaser will execute and deliver to the Company any and all other transaction documents related to this Agreement as are reasonably requested by the Company, including verification of accredited investor status or non-United States person status under applicable securities laws, and provide any identification documents as required pursuant to the Company's anti-money laundering policy; and
- ii) The Purchaser will be required to create an account with a supported wallet, subject to approval of the Company, to which Purchaser's Tokens will be sent in connection with the Token Distribution (the "**Purchaser's Wallet Address**"). For avoidance of doubt, the account address must be under the direct or indirect control of the Purchaser and shall not be under the direct or indirect control of a third party. Upon notice from the Company, the Purchaser will have thirty (30) calendar days to create the Purchaser's Wallet Address. In the event the Purchaser fails to timely provide the Company with a Purchaser's Wallet Address, the Company may extend to the Purchaser additional time to provide the Purchaser's Wallet Address or return to the Purchaser the Purchase Amount, in full satisfaction of its obligations under this Agreement.
- c) **Dissolution Event.** If there is a Dissolution Event before this instrument expires or terminates, the Company will pay an amount equal to the Purchase Amount to the Purchaser immediately prior to, or concurrent with, the consummation of the Dissolution Event, subject to the rights and preferences of the holders of the Company's capital stock and/or debt, as set forth in the Company's Certificate of Incorporation, as it may be amended from time to time. If immediately prior to the consummation of the Dissolution Event, the assets of the Company legally available for distribution to the Purchaser and all holders of all other Crowd Token Rights Agreements (the "**Dissolving Purchasers**"), as determined in good faith by the Company's board of directors, are insufficient to permit the payment to the Dissolving Purchasers of their respective Purchase Amounts, then the entire assets of the Company legally available for distribution, following all distributions to the holders of the Company's debt, will be distributed with equal priority and *pro rata* among the Dissolving Purchasers in proportion to the Purchase Amount they would otherwise be entitled to receive pursuant to this Section 1(c). For the avoidance of doubt, funds from the parent company shall not be available for the Dissolving Purchasers.
- d) **Termination.** This instrument will expire and terminate upon the earlier of (i) the issuance of Tokens to the Purchaser pursuant to Section 1(b); (ii) the payment, or setting aside for payment, of amounts due the Purchaser pursuant to Section 1(c); and (iii) twelve months from the date hereof (as it may be extended, the "**Deadline Date**"), should the System Launch not have occurred as of such date; provided that, the Company shall have the right to extend the Deadline Date by six (6) months, in its sole discretion. Upon such termination, any right to receive the Tokens shall also be terminated and have no force or effect.
- e) In the event the Purchaser's Wallet Address, as provided to the Company, is incorrect, due to the fault of the Purchaser, the Purchaser shall have no right to Tokens.

2) *Definitions*

"**Affiliate**" means any person that, directly or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, another party. The term "control", "controlled", or

“controlling” means the possession, directly or indirectly, of the power to direct the management and policies of a party, whether through the ownership of voting securities, by contract or otherwise.

“**Dissolution Event**” means (i) a voluntary termination of operations of the Company, (ii) a general assignment for the benefit of the Company’s creditors, (iii) a change in U.S. law or other laws which makes the use of the Tokens on the System, issuance of the Tokens or a System Launch impractical or unfeasible, as determined by the Company in its sole discretion, or (iv) any other liquidation, dissolution or winding up of the Company, whether voluntary or involuntary.

“**Offering**” means the sale of this and all other similar Crowd Token Rights Agreement instruments by the Company utilizing §4(a)(6) of the Securities Act on Republic’s funding portal.

“**System**” means the PhunCoin ecosystem, which is intended to be a rewards marketplace and data exchange whereby users receive PhunCoin in exchange for their information and PhunCoin can be redeemed by users for goods and services. The System is currently in the development stage and is intended to enhance and augment Phunware’s current mobile application platform, which enables businesses to engage, manage and monetize their end users / customers.

“**System Launch**” means the Company’s initial issuance of Tokens, which will only occur if the System is operational on a blockchain technology that will enable the Company to comply with the requirements of the federal securities laws and other applicable laws and regulations.

“**Republic**” means OpenDeal Portal LLC, dba Republic or an Affiliate, operating a FINRA licensed funding portal accessible at <https://republic.co> or a successor thereto.

3) **Company Representations**

- a) The Company is a corporation duly organized, validly existing and in good standing under the laws of Wyoming, and has the power and authority to own, lease and operate its properties and carry on its business as now conducted.
- b) The execution, delivery and performance by the Company of this instrument is within the power of the Company and, other than with respect to the actions to be taken when Rights or the Tokens are to be issued to the Purchaser, has been duly authorized by all necessary actions on the part of the Company. This instrument constitutes a legal, valid and binding obligation of the Company, enforceable against the Company in accordance with its terms, except as limited by bankruptcy, insolvency or other laws of general application relating to or affecting the enforcement of creditors’ rights generally and general principles of equity. To the knowledge of the Company, it is not in violation of (i) its current certificate of incorporation or bylaws, (ii) any material statute, rule or regulation applicable to the Company or (iii) any material indenture or contract to which the Company is a party or by which it is bound, where, in each case, such violation or default, individually, or together with all such violations or defaults, could reasonably be expected to have a material adverse effect on the Company.
- c) To the knowledge of the Company, the performance and consummation of the transactions contemplated by this instrument do not and will not: (i) violate any material judgment, statute, rule or regulation applicable to the Company; (ii) result in the acceleration of any material indenture or contract to which the Company is a party or by which it is bound; or (iii) result in the creation or

imposition of any lien upon any property, asset or revenue of the Company or the suspension, forfeiture, or nonrenewal of any material permit, license or authorization applicable to the Company, its business or operations.

- d) No consents or approvals are required in connection with the performance of this instrument, other than: (i) the Company's corporate approvals; (ii) any qualifications or filings under applicable securities laws; and (iii) necessary corporate approvals for the authorization of Tokens issuable pursuant to Section 1.
- e) The Company has the expertise and other resources to develop Tokens or cause an Affiliate to develop Tokens and intends to develop, or cause the development, of Tokens.
- f) NEITHER THE COMPANY NOR ANY OF ITS AFFILIATES MAKES ANY WARRANTY WHATSOEVER WITH RESPECT TO THE TOKENS, INCLUDING ANY (I) WARRANTY OF MERCHANTABILITY; (II) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (III) WARRANTY OF TITLE; OR (IV) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OR TRADE, OR OTHERWISE EXCEPT AS EXPRESSLY SET FORTH HEREIN. PURCHASER ACKNOWLEDGES THAT IT HAS NOT RELIED UPON ANY REPRESENTATION OR WARRANTY MADE BY THE COMPANY OR ANY OF ITS AFFILIATES OR ANY OTHER PERSON ON BEHALF OF THE COMPANY OR ANY OF ITS AFFILIATES.
- g) The Company or a duly authorized Affiliate of the Company shall be solely responsible for the transfer of Tokens to the Purchaser.
- h) The Company is (i) not required to file reports pursuant to section 13 or section 15(d) of the Securities Exchange Act of 1934 (the "Exchange Act"), (ii) not an investment company as defined in section 3 of the Investment Company Act of 1940, and is not excluded from the definition of investment company by section 3(b) or section 3(c) of such Act, (iii) not disqualified from selling securities under Rule 503(a) of Regulation CF, (iv) not barred from selling securities under §4(a)(6) due to a failure to make timely annual report filings, (v) not planning to engage in a merger or acquisition with an unidentified company or companies, and (vii) organized under, and subject to, the laws of a state or territory of the United States or the District of Columbia.

4) *Purchaser Representations*

- a) The Purchaser has full legal capacity, power and authority to execute and deliver this instrument and to perform its obligations hereunder. This instrument constitutes a valid and binding obligation of the Purchaser, enforceable in accordance with its terms, except as limited by bankruptcy, insolvency or other laws of general application relating to or affecting the enforcement of creditors' rights generally and general principles of equity.
- b) The Purchaser has been advised that this instrument has not been registered under the Securities Act or any state securities laws and is offered and sold hereby pursuant to Section 4(a)(6) of the Securities Act. The Purchaser understands that this instrument may not be resold or otherwise transferred unless they are registered under the Securities Act and applicable state securities laws or pursuant to Rule 501 of Regulation CF, in which case certain state transfer restrictions may apply.

- c) The Purchaser is entering in this instrument not with a view to, or for resale or otherwise redistribute the same.
- d) The Purchaser acknowledges its understanding that neither this instrument nor the Tokens are legal tender or are backed by the government, and accounts and value balances are not subject to Federal Deposit Insurance Corporation (“FDIC”) or Securities Investor Protection Corporation (“SIPC”) protections, and therefore, accounts and value balances are not subject to FDIC or SIPC protections.
- e) The Purchaser acknowledges, and is entering into this instrument in compliance with, the investment limitations set forth in Rule 100(a)(2) of Regulation CF, promulgated under Section 4(a)(6)(B) of the Securities Act.
- f) The Purchaser acknowledges that the Purchaser has received all the information the Purchaser has requested from the Company and the Purchaser considers necessary or appropriate for deciding whether to acquire this instrument, and the Purchaser represents that the Purchaser has had an opportunity to ask questions and receive answers from the Company regarding the terms and conditions of this instrument and to obtain any additional information necessary to verify the accuracy of the information given to the Purchaser. In deciding to purchase this instrument, the Purchaser is not relying on the advice or recommendations of the Company or of Republic and the Purchaser has made its own independent decision that the purchase of this instrument is suitable and appropriate for the Purchaser. The Purchaser understands that no federal or state agency has passed upon the merits or risks in this instrument or made any finding or determination concerning the fairness or advisability of this purchase. The Purchaser understands that neither the Company nor any of its respective Affiliates or agents have made any representations regarding the proper characterization of this instrument or Tokens derived from it, for the purposes of determining Purchaser’s authority or suitability to invest in them.
- g) The Purchaser understands and acknowledges that as a holder of a Crowd Token Rights Agreement or the Tokens, the Purchaser shall (i) have no voting, information or inspection rights, aside from any disclosure requirements the Company is required to make under relevant securities regulations, and (ii) not have an equity interest in the Company.
- h) The Purchaser acknowledges that they have relied solely on the information contained in the Company’s latest Form C filing to make the decision to purchase this instrument.
- i) The Purchaser understands that the Tokens received pursuant hereto shall be subject to terms that will be determined exclusively by the Company or an Affiliate thereof and that such terms may prevent or condition the transfer of such Tokens and otherwise restrict the use of Tokens and impair or eliminate the value of any Tokens. The Purchaser understands that no public market now exists for any of the securities issued by the Company, and that the Company has made no assurances that a public market will ever exist for this instrument or any Tokens used to satisfy the obligations hereunder. The Purchaser has reviewed and understands the “Risk Disclosure” section of the Company’s latest Form C, filed with the SEC, to which this instrument is an exhibit. The Purchaser has consulted, or has had an opportunity to consult, with financial, tax, legal, accounting and other advisors prior to executing this instrument.

- j) If the Purchaser is not a United States person (as defined by Section 7701(a)(30) of the Internal Revenue Code of 1986, as amended), the Purchaser hereby represents that the transaction contemplated hereunder satisfies all of the laws of its jurisdiction (including any laws governing the offer or sale of securities, the legal requirements within its jurisdiction for the purchase of this instrument and the Tokens, any foreign exchange restrictions applicable to such purchase, any governmental or other consents that may need to be obtained, and the income tax and other tax consequences, if any, that may be relevant to the purchase, holding, conversion, redemption, sale, or transfer of this instrument). The Purchaser acknowledges and agrees that the Company has taken no action in foreign jurisdictions with respect to the offer or sale of this instrument.
- k) If the Purchaser is a corporation, partnership, limited liability company, trust, or other entity, it represents that: (i) it is duly organized, validly existing and in good standing in its jurisdiction of incorporation or organization and has all requisite power and authority to execute and deliver this instrument and purchase the Tokens as provided herein; (ii) its purchase of the Tokens will not result in any violation of, or conflict with, any term or provision of its charter, by-laws or other organizational documents or any other instrument or agreement to which the Purchaser is a party or is subject; (iii) the execution and delivery of this instrument and Purchaser's purchase of the Tokens has been duly authorized by all necessary action on behalf of the Purchaser; and (iv) all of the documents relating to the Purchaser's purchase of this instrument have been duly executed and delivered on behalf of the Purchaser and constitute a legal, valid and binding agreement of the Purchaser. Purchaser hereby represents and warrants that the above representations and warranties shall be deemed to have been made on behalf of such entity and the Purchaser has made the same after due inquiry to determine the truthfulness of such representations and warranties.
- l) The Purchaser understands that this instrument is being offered in a regulation crowdfunding offering with other Crowd Token Rights Agreements, and all participants in the aforementioned offering, together, "Purchasers," will have the same rights and obligations.
- m) The Purchaser understands that Purchaser bears sole responsibility for any taxes as a result of the matters and transactions this instrument contemplates, and any future acquisition, ownership, use, sale or other disposition of the Rights or the Tokens held by the Purchaser. The Purchaser shall pay the Purchase Amount without deduction or withholding of any taxes and, to the extent required under applicable law, shall be solely responsible for withholding, collecting, reporting, paying, settling and remitting any and all taxes to the appropriate tax authorities in each jurisdiction in which the Purchaser may be liable to pay tax. To the extent permitted by law, the Purchaser agrees to indemnify, defend and hold the Company or any of its Affiliates, employees or agents (including developers, auditors, contractors or founders) harmless for any claim, liability, assessment or penalty with respect to any taxes (other than any net income taxes of the Company that result from the issuance of Tokens to the Purchaser) associated with or arising from the Purchaser's acquisition of Rights or the Tokens hereunder, or the use or ownership of Rights or the Tokens.

WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE PURCHASER ASSUMES ALL RISK AND LIABILITY FOR THE RESULTS OBTAINED BY THE USE OF ANY RIGHTS OR TOKENS AND REGARDLESS OF ANY ORAL OR WRITTEN STATEMENTS MADE BY THE COMPANY, BY WAY OF TECHNICAL ADVICE OR OTHERWISE, RELATED TO THE USE OF THE RIGHTS OR THE TOKENS.

- n) The Purchaser acknowledges that it is the rightful owner of or has the appropriate and lawful right to use the Purchaser's Wallet Address provided to Republic and the Company.
- o) The Purchaser understands that it has no right against the Company or any other Person except in the event of the Company's breach of this instrument or intentional fraud.

THE COMPANY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS INSTRUMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT OR OTHERWISE, SHALL NOT EXCEED THE TOTAL OF THE AMOUNTS PAID TO THE COMPANY PURSUANT TO THIS INSTRUMENT. NEITHER THE COMPANY NOR ITS REPRESENTATIVES SHALL BE LIABLE FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR ENHANCED DAMAGES, LOST PROFITS OR REVENUES OR DIMINUTION IN VALUE, ARISING OUT OF OR RELATING TO ANY BREACH OF THIS INSTRUMENT.

- p) The Purchaser has sufficient understanding of cryptographic tokens, token storage mechanisms (such as token wallets), and blockchain technology to understand the Tokens, including their risks, uses and limitations and terms in this Agreement and to appreciate the risks and implications of purchasing the Rights pursuant to this Agreement. The Purchaser represents that it has obtained sufficient information about the Tokens to make an informed decision to purchase the Rights and has read and understood the terms of this Agreement. The Purchaser is responsible for implementing reasonable measures for securing the wallet, vault or other storage mechanism the Purchaser uses to receive and hold Tokens it receives from the Company, including any requisite private key(s) or other credentials necessary to access such storage mechanism(s). If the Purchaser's private key(s) or other access credentials are lost, the Purchaser acknowledges that it may lose access to its Tokens. The Company is not responsible for any such losses.
- q) The Purchaser represents that it has full control of the Purchaser's Wallet Address, including all private keys required to transfer Tokens from and otherwise use such address, and has implemented reasonable security measures to protect the Purchaser's Wallet Address from unauthorized access.
- r) The Purchaser acknowledges that neither the Company nor Republic will have access to or control the Purchaser's Wallet Address' private key(s).
- s) The Purchaser agrees to be bound by any affirmation, assent or agreement that it transmits to the Company or the Company's affiliate by computer or other electronic device, including internet, telephonic and wireless devices, including, but not limited to, any consent it gives to receive communications from the Company or any of the Company's affiliates solely through electronic transmission. The Purchase agrees that when it clicks on "I Agree," "I Consent," or other similarly worded button or entry field with its mouse, keystroke or other device, the Purchaser's agreement or consent will be legally binding and enforceable against it and will be the legal equivalent of its handwritten signature on an agreement that is printed on paper. The Purchaser agrees that the Company and any of the Company's affiliates may send the Purchaser electronic copies of any and all communications associated with its purchase of Tokens.
- t) The Purchaser understands and expressly accepts that the Tokens have been created and will be delivered to the Purchaser at the sole risk of the Purchaser on an "AS IS" and "UNDER

DEVELOPMENT” basis. The Purchaser understands and expressly accepts that the Purchaser has not relied on any representations or warranties made by the Company outside of this instrument, including, but not limited to, conversations of any kind, whether through oral or electronic communication, or any white paper. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE INVESTOR ASSUMES ALL RISK AND LIABILITY FOR THE RESULTS OBTAINED BY THE USE OF ANY TOKENS AND REGARDLESS OF ANY ORAL OR WRITTEN STATEMENTS MADE BY THE COMPANY, BY WAY OF TECHNICAL ADVICE OR OTHERWISE, RELATED TO THE USE OF THE TOKENS.

- u) THE PURCHASER EXPRESSLY REPRESENTS AND WARRANTS THEIR UNDERSTANDING THAT THIS INSTRUMENT OR ANY TOKENS RESULTING FROM SAID INSTRUMENT MAY NOT BE OFFERED, SOLD OR OTHERWISE TRANSFERRED, PLEDGED OR HYPOTHECATED EXCEPT AS PERMITTED BY RULE 501 OF REGULATION CROWDFUNDING UNDER THE SECURITIES ACT AND APPLICABLE STATE SECURITIES LAWS OR PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT OR EXEMPTION THEREFROM.
- v) THE PURCHASER IS NOT A RESIDENT OF THE STATE OF NEW YORK NOR A RESIDENT OF ANY FOREIGN COUNTRY IN WHICH THE OFFER, SALE OR OWNERSHIP OF THE RIGHTS OR THE TOKENS IS PROHIBITED.

5) *Transfer Restrictions*

The Purchaser understands and agrees that the Company may place the legend set forth below or a similar legend on any book entry or other forms of notation evidencing this Crowd Token Rights Agreement (and any Tokens issued pursuant to this Crowd Token Rights Agreement), together with any other legends that may be required by state or federal securities laws, the Company’s charter or bylaws or similar constituent documents, as applicable, any other agreement between the Purchaser and the Company or any agreement between the Purchaser and any third party:

THIS INSTRUMENT HAS BEEN ISSUED PURSUANT TO SECTION 4(A)(6) OF THE SECURITIES ACT OF 1933, AS AMENDED (THE “SECURITIES ACT”), AND NEITHER IT NOR ANY SECURITIES ISSUABLE PURSUANT HERETO HAVE BEEN REGISTERED UNDER THE SECURITIES ACT OR THE SECURITIES LAWS OF ANY STATE. THESE SECURITIES MAY NOT BE OFFERED, SOLD OR OTHERWISE TRANSFERRED, PLEDGED OR HYPOTHECATED EXCEPT AS PERMITTED BY RULE 501 OF REGULATION CROWDFUNDING UNDER THE SECURITIES ACT AND APPLICABLE STATE SECURITIES LAWS OR PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT OR EXEMPTION THEREFROM.

The Purchaser acknowledges and agrees that it has truthfully and fully complied with Republic’s Know Your Customer (“*KYC*”) test, whereby the Purchaser will be screened against the Office of Foreign Assets Control lists and other watch lists. The Purchaser agrees to provide Republic with the relevant information and assistance in this process in a timely manner. If the Purchaser does not provide the information reasonably requested by Republic, then the Company shall not be obligated to complete the sale or deliver Tokens to the Purchaser.

6) *Miscellaneous*

- a) This instrument sets forth the entire agreement and understanding of the parties relating to the subject matter herein and supersedes all prior or contemporaneous disclosures, discussions, understandings and agreements, whether oral or written, between them. This instrument is one of a series of similar instruments entered into by the Company from time to time. Any provision of this instrument may be amended, waived or modified only upon the written consent of the Company and the holders of a majority, in the aggregate, of the Purchase Amounts paid to the Company with respect to all Rights pursuant to the Crowd Token Rights Agreements outstanding at the time of such amendment, waiver or modification.
- b) All notices under this instrument will be sent via email or electronic communication facilitated by the Republic funding portal, notice will be considered effective when sent. The Company may post updates on its website as a courtesy to Purchasers, but is not required to, nor will updates posted exclusively on the Company's website be considered effective notice unless each Purchaser is directed to said website via email or through the platform that facilitated the offering of this instrument. The Purchaser must keep the Company informed of any changes to Purchaser's email address or any transfers of ownership of this instrument.
- c) The Purchaser is not entitled, as a holder of this instrument, to vote or receive dividends or be deemed the holder of capital stock of the Company for any purpose, nor will anything contained herein be construed to confer on the Purchaser, as such, any of the rights of a stockholder of the Company or any right to vote for the election of directors or upon any matter submitted to stockholders at any meeting thereof, or to give or withhold consent to any corporate action or to receive notice of meetings, or to receive subscription rights or otherwise.
- d) Neither this instrument nor the rights contained herein may be assigned, sold, disposed of, pledged, hypothecated or otherwise transferred, by operation of law or otherwise, by either party without the prior written consent of the other; provided that the Company may assign this instrument in whole, without the consent of the Purchaser, to an Affiliate or in connection with a reincorporation to change the Company's domicile.
- e) In the event any one or more of the provisions of this instrument is for any reason held to be invalid, illegal or unenforceable, in whole or in part or in any respect, or in the event that any one or more of the provisions of this instrument operate or would prospectively operate to invalidate this instrument, then and in any such event, such provision(s) only will be deemed null and void and will not affect any other provision of this instrument and the remaining provisions of this instrument will remain operative and in full force and effect and will not be affected, prejudiced, or disturbed thereby.
- f) Any dispute, controversy or claim arising out of, relating to or in connection with this instrument, including the breach or validity thereof, shall be determined by final and binding arbitration administered by the American Arbitration Association (the "AAA") under its Commercial Arbitration Rules and Mediation Procedures ("**Commercial Rules**"). The award rendered by the arbitrator shall be final, non-appealable and binding on the parties and may be entered and enforced in any court having jurisdiction. There shall be one arbitrator agreed to by the parties within twenty (20) days of receipt by respondent of the request for arbitration or, in default thereof, appointed by the AAA in accordance with its Commercial Rules. The place of arbitration shall be Austin, Texas. Except as

may be required by law or to protect a legal right, neither a party nor the arbitrator may disclose the existence, content or results of any arbitration without the prior written consent of the other parties.

- g) The parties agree that any arbitration shall be limited to the dispute between the Company and the Purchaser individually and this instrument only. To the full extent permitted by law, (i) no arbitration shall be joined with any other; (ii) no dispute between the parties is to be arbitrated on a class-action basis or will utilize class action procedures; and (iii) Purchaser may not bring any dispute in a purported representative capacity on behalf of the general public or any other persons.
- h) Neither party shall be liable (or otherwise responsible) to the other party, nor be deemed to have defaulted under or breached this instrument, for any failure or delay in fulfilling or performing any term of this instrument, when and to the extent such failure or delay is caused by or results from acts beyond the first party's reasonable control, including, without limitation: (a) acts of God; (b) flood, fire, earthquake or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, or other civil unrest; (d) changes in applicable law (including statute, regulation, court or administrative decision, agency policy or other legal changes) or (e) action by any governmental authority.
- i) All rights and obligations hereunder will be governed by the laws of the State of Delaware, without regard to the conflicts of law provisions of such jurisdiction.
- j) The Purchaser shall, and shall cause its Affiliates, to execute and deliver such additional documents, instruments, conveyances and assurances and take such further actions as may be reasonably requested by Company to carry out the provisions of this instrument and give effect to the transactions contemplated by this instrument, including, without limitation, to enable the Company, its Affiliates or the transactions contemplated by this instrument to comply with applicable laws.
- k) For U.S. federal, state and local income tax purposes, each of the Company and the Purchaser agree to treat this agreement as a contract for the purchase of Tokens, and will not take any position on any tax return, report, statement or other tax document that is inconsistent with such treatment, unless a contrary tax treatment is otherwise determined by the Company, any applicable tax authority or a court of competent jurisdiction.
- l) The Company shall not be liable or responsible to the Purchaser, nor be deemed to have defaulted under or breached this instrument, for any failure or delay in fulfilling or performing any term of this instrument, including without limitation, launching the System, consummating the System Launch or distributing Tokens, when and to the extent such failure or delay is caused by or results from acts beyond the affected party's reasonable control, including, without limitation: (a) acts of God; (b) flood, fire, hurricane, earthquake or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, or other civil unrest; (d) Law; or (e) action by any Governmental Authority. There is no guarantee that the Company will be successful at developing the Tokens or the System. A state or country could prohibit the commercial or non-commercial use of the cryptographic methods necessary to the release of the Tokens and operation of the System. Any of these negative outcomes may lead the Company to forgo its plan to conduct the System Launch and/or otherwise release the Tokens. As a result, the Company may be unable to deliver Tokens pursuant to this Agreement or reimburse the Purchase Price received under this Agreement.

(Signature page follows)

IN WITNESS WHEREOF, the undersigned have caused this instrument to be duly executed and delivered.

PHUNCOIN INC.

By: \$issuer_signature\$

Title: Matthew Aune, Chief Financial Officer

Address: 7800 Shoal Creek Blvd., Suite 230-S

Email: maune@phunware.com

INVESTOR:

By: \$investor_signature\$

Name: \$investor_name\$

Email: \$investor_email\$