

## Revenue Share Purchase Agreement

This Investment Agreement (the "Agreement" ) is entered into between the Investor and the Issuer, as defined below.

1. **Defined Terms:** The terms below are defined for the purposes of this Investment Agreement as follows:
  - a. Raise: Issuer's activities to obtain a certain funding through the issuing of securities.
  - b. Investor's Full Name<sup>1</sup>: \_\_\_\_\_
  - c. State of Residency of the Investor: \_\_\_\_\_
  - d. State of Incorporation of the Issuer: Washington
  - e. Issuer<sup>2</sup>: Revolucion LLC
  - f. Investment Amount<sup>3</sup>: \$5,000 (unless otherwise negotiated in writing)
  - g. Closing Date<sup>4</sup>: May 30th, 2017
  - h. Start Date<sup>5</sup>: October 1, 2017
  - i. End Date<sup>6</sup> : October 1, 2019
  - j. Term (in years)<sup>7</sup>: 2
  - k. Revenue Share<sup>8</sup>: 9%
  - l. Total Raise Amount Goal<sup>9</sup>: \$35,000
  
2. **Disbursement of Revenue Share to Investor:** In exchange for the Investor's agreement to invest the Investment Amount with the Issuer, the Issuer shall have the following obligations to the Investor:
  - a. **Revenue Share**
    - i. The Issuer will make payments to the Investor equal to the pro rata Revenue Share owed the Investor beginning on the Start Date and ending on the End Date.

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<sup>1</sup> The individual contributing an Investment Amount.

<sup>2</sup> The business raising funding, which must be a limited-liability entity (a corporation, LLC, LLP, C-corp or S-corp), incorporated in the United States.

<sup>3</sup> The amount in \$USD transferred from Investor to Issuer.

<sup>4</sup> The date on which the Issuer officially stops raising Private Investments from Investors.

<sup>5</sup> The date on which the Investment terms begin, marking the beginning of the fiscal year that will be used in this contract (i.e. if the Issuer will pay Investors 3% of revenues for four years, this is day one of year one).

<sup>6</sup> The date on which the Investment terms end, marking the end of the fiscal year that will be used in this contract (i.e. if the Issuer will pay Investors 3% of revenues for four years, this is the last day of year four).

<sup>7</sup> Total number of years between the Start Date and End Date of payment to Investors

<sup>8</sup> Revenue is self-reported by Issuer, for the total number of years committed, beginning on the Start Date. Revenue Share per Investor is to be determined pro rata, by dividing Total Amount Raised by the Investment Amount, then multiplying this by the total percentage (%) of Revenue Share that the Company commits to return to all Investors in total.

<sup>9</sup> The total amount in \$USD raised by Issuer in this Private Investment round.

- b. **Termination of Payments.** The Issuer may terminate this Investment Agreement for any reason (a "Termination" ) provided, however, that in order to effect a Termination, the Issuer must pay the Investor the equivalent of the Investor's original Investment Amount (the "Cash Out Amount").
  - i. No approval from Investor is required to take such action.
  - ii. The Issuer may count toward the Cash Out Amount the aggregate amount of any Revenue Share paid by Issuer to Investor prior to the desired date of Termination. If this amount is less than the Cash Out Amount, the Issuer will pay the difference between those amounts and the Cash Out Amount to the Investor. Once the Cash Out Amount is paid, the Issuer shall no longer be required to pay any additional Revenue Shares.

### 3. Investor Acknowledgments and Covenants

- a. **No Rights in the Issuer or its Assets.** Except for rights to the payments described above, the Investor shall have no rights in the Issuer or any of its assets, including no right to control any aspect of the Issuer and no voting or management rights, board of director representation, preemptive rights, rights of first refusal, security rights, information rights, consultation rights or any similar right or entitlement normally associated with equity ownership of a corporation or Limited Liability Corporation. Additionally, the Investor shall have no secured noteholder rights in the case of bankruptcy.
- b. **No Right to Transfer.** The Investor shall not sell, assign, transfer, sublicense or otherwise delegate any of its rights or responsibilities under this Investment Agreement, including its rights to the payments described above.
- c. **Failure to Fulfill Agreement and Risk.** The Investor acknowledges and agrees that there is significant risk associated with the transactions contemplated by this Investment Agreement, and that it is prepared to bear the risk of loss of the Investment Amount. The Investor further acknowledges and agrees that the Issuer may fail to fulfill their payment obligations under this Investment Agreement, and except as expressly set forth below, the Investor shall have no rights or remedies against the Issuer with respect to such failure.
- d. **No Recourse to Third Parties.** If the Issuer fails to fulfill any obligation owed to the Investor under this Investment Agreement, the Investor shall have no right to, and shall not, make any attempt, directly or through any third party, to seek payment from any owner, investor, employee, or director of the Issuer. This is a high risk investment, and the Investor acknowledges that he/she may lose his/her entire Investment.

### 4. Securities Law Acknowledgements

- a. THE INVESTOR UNDERSTANDS THAT THE INVESTMENT CONTEMPLATED BY THIS INVESTMENT AGREEMENT HAS NOT BEEN REVIEWED, APPROVED OR DISAPPROVED BY THE SECURITIES AND EXCHANGE

COMMISSION NOR HAS THE SECURITIES AND EXCHANGE COMMISSION OR ANY STATE SECURITIES COMMISSION PASSED UPON THE ACCURACY OR ADEQUACY OF ANY INFORMATION GIVEN TO THE INVESTOR OR ANY OTHER INVESTOR IN ASSOCIATION WITH THIS TRANSACTIONS CONTEMPLATED BY THIS INVESTMENT AGREEMENT ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

- b. THIS IS A NON-PUBLIC OFFERING PURSUANT TO Securities and Exchange Commission REGULATION D RULE 504.
- c. THE INVESTOR ACKNOWLEDGES AND AGREES THAT IN MAKING AN INVESTMENT DECISION, IT MUST RELY ON ITS OWN EXAMINATION OF THE ISSUER AND THE TERMS OF THE OFFERING, INCLUDING THE MERITS AND RISKS INVOLVED. THERE IS NO GUARANTEE OF RETURNS. INVESTOR FURTHER ACKNOWLEDGES AND AGREES THAT IT MAY LOSE ALL OF ITS MONEY, AND REPRESENTS THAT IT HAS ADEQUATE MEANS OF PROVIDING FOR ITS CURRENT NEEDS AND POSSIBLE PERSONAL CONTINGENCIES, AND HAS NO NEED FOR LIQUIDITY OF THIS INVESTMENT.
- d. INVESTOR ACKNOWLEDGES AND AGREES THAT THE INTEREST IN THE ISSUER IS BEING PURCHASED FOR INVESTOR'S OWN ACCOUNT FOR INVESTMENT AND NOT FOR DISTRIBUTION OR RESALE TO OTHERS. INVESTOR AGREES THAT IT WILL NOT SELL OR OTHERWISE TRANSFER THESE SECURITIES UNLESS THEY ARE REGISTERED UNDER THE FEDERAL SECURITIES ACT OF 1933 OR UNLESS AN EXEMPTION FROM SUCH REGISTRATION IS AVAILABLE. AS A RESULT, INVESTOR IS AWARE THAT IT WILL BE REQUIRED TO BEAR THE FINANCIAL RISKS OF THIS INVESTMENT FOR AN INDEFINITE PERIOD OF TIME.

#### 5. Issuer Acknowledgments and Covenants

- a. **Business Purposes.** The Issuer shall use the Investment Amount exclusively for the furtherance of the Issuer as described by the Issuer, and shall not use the Investment Amount for any other purpose, including for the account or personal use of any owner, investor, employee, director or other affiliate or representative of the Issuer.
- b. **Priority to Indebtedness.** The Issuer's obligation to make Revenue Share payments required shall be senior to, and the Issuer shall make such payments before repaying, any debt or other obligation of the Issuer accruing after the date of this Investment Agreement, except in the case of other secured debt from an established financial institution (i.e. a bank loan).

#### 6. **Dispute Resolution:** All disputes shall be resolved directly between the Investor and/or the Issuer.

- a. If any dispute arises between Issuer and Investor, including, without limitation, any dispute arising from or relating to this Investment Agreement, Issuer and

Investor agree that all such disputes will be determined exclusively by final and binding arbitration, in accordance with the then existing commercial rules of the American Arbitration Association in the State of Incorporation of Issuer. The arbitration shall be heard and adjudicated by one arbitrator to be selected by agreement between the parties. Any award will be final, binding and conclusive upon the parties, subject only to judicial review provided by the State of Incorporation of Issuer statute, and a judgment rendered on the arbitration award can be entered in any court having jurisdiction thereof.

**7. Limitation of Liability:**

- a. Each party agrees that an Investment is a high risk endeavor and releases the other party from any liability whatsoever, and waives any and all causes of action, related to any claims, costs, injuries, losses, or damages of any kind arising out of or in connection with this Investment Agreement or any activities of either party leading up to the execution of this Investment Agreement, or any information provided by or transmitted to, or any interactions between the parties, including, without limitation, claims, costs, injuries, losses and damages related to personal injuries, death, damage to or destruction of property, rights of publicity or privacy, defamation or portrayal in a false light, whether intentional or unintentional, whether under a theory of contract, fraud, tort (including negligence), warranty or other theory.

**8. Miscellaneous:**

- a. This Investment Agreement shall survive until Revenue Share payments are no longer required to be made, on End Date, after which time this Investment Agreement shall terminate.
- b. The parties agree to execute and deliver such further documents and information as may be reasonably required in order to effectuate the purposes of this Investment Agreement.
- c. Issuer and Investor each agree to indemnify and hold the other harmless from any loss, liability, claim, or demand, including reasonable attorney's fees, made or incurred by any third party due to or arising (directly or indirectly) out of Issuer or Investor's use of any Investment or Revenue.
- d. In no event shall either Investor or Issuer be liable to the other party for any direct or indirect damages, lost profits or special, exemplary, consequential or punitive damages, even if informed of the possibility of such damages. This Investment Agreement shall be governed by the laws of the State of Residency of the Investor without regard to any principle of conflict of laws that would require or permit the application of the laws of any other jurisdiction. Share funds or operation of Issuer's business or arising from either party's of this Investment Agreement.
- e. Any notice, Annual Report or other communication required or permitted to be given to either party shall be in writing and shall be deemed to have been

properly given and effective if sent via e-mail or facsimile on the date of actual receipt if sent to the e-mail address or facsimile number designated by the party in its registration documentation to become either an Issuer or Investor, as the case may be.

- f. Except as otherwise expressly provided herein, this Investment Agreement represents the entire agreement between the Investor and the Issuer regarding the subject matter hereof and supersedes all prior or contemporaneous communications, promises and proposals, whether oral, written or electronic, between them.
- g. Death of an Investor: In the event of an Investor's death, Issuer shall pass along any remaining payments to a beneficiary of the Investor's choosing, to be written below.

Beneficiary's Full Name: \_\_\_\_\_

[Signature Page Follows]

Company:

Company Name: Revolucion LLC

State of Incorporation: Washington

Company Address: 615 Harlan St., Lakewood, CO 80214

Email: [britten@revolucionrides.com](mailto:britten@revolucionrides.com)

Officer: Britten Ferguson

Title: Founder

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

Purchaser:

Full Name:

Email:

Physical Address:

Phone Number:

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