

PeopleVine, Inc.

COMMON STOCK PURCHASE AGREEMENT

This Common Stock Purchase Agreement (the “**Agreement**”) is made effective _____, 2018 among PeopleVine, Inc., a Delaware corporation (the “**Company**”) and _____ (the “**Purchaser**”).

The Company and the Purchaser agree as follows:

1. ***Purchase and Sale of the Shares.*** The Company agrees to sell to Purchaser and Purchaser agrees to purchase from the Company _____ shares of the Company’s Common Stock (the “**Shares**”) at a value of \$.75 per share (the “**Purchase Price**”). The Company will issue the Shares by entering the Shares in Purchaser’s name as of this date in the books and records of the Company and deliver to Purchaser the Notice of Issuance reflecting the uncertificated Shares, attached here as **Exhibit A**. All references to the number of Shares in this Agreement will be adjusted to reflect any stock split, stock dividend or other change in the Shares made after the date of this Agreement. Payment for the shares will be made by _____. The Purchase Price shall be deemed fully paid and satisfied upon the clearing of the funds without further obligation by Purchaser to the Company, other than as expressly set forth herein.

2. ***Vesting***

(a) Vesting Schedule. Shares will vest immediately.

3. ***Company Representations***

(a) Organization and Good Standing. The Company is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware. The Company has the requisite corporate power and authority to execute and deliver this Agreement and to issue and sell the Shares.

(b) Capitalization. Schedule I attached lists the authorized shares and the outstanding shares of each class and series of capital stock of the Company immediately prior to the execution of this Agreement. The outstanding shares have been duly authorized and validly issued in compliance with applicable laws, and are fully paid and nonassessable. The Shares, when issued and delivered in compliance with the provisions of this Agreement, will be duly and validly issued and nonassessable.

(c) Authorization. All corporate action on the part of the Company and its directors, officers and stockholders necessary for the authorization, execution and delivery of the Agreement, and the authorization, sale, issuance and delivery of the Shares has been taken.

4. ***Purchaser Representations***

(a) No Registration. The Purchaser understands that the Shares have not been, and will not be, registered under the Securities Act of 1933, as amended (the “**Securities Act**”).

(b) Investment Intent. The Purchaser is acquiring the Shares for investment for its own account, not as a nominee or agent, and not for resale.

(c) Investment Experience. The Purchaser has substantial experience in evaluating and investing in private placement transactions of securities in companies similar to the Company and acknowledges that Purchaser can protect its own interests. The Purchaser has the knowledge and experience in financial and business matters to evaluate the merits and risks of its investment in the Company.

(d) Speculative Nature of Investment. The Purchaser understands and acknowledges that the Company has a limited financial and operating history and that an investment in the Company is highly speculative and involves substantial risks. The Purchaser can bear the economic risk of the Purchaser’s investment and is able, without impairing the Purchaser’s financial condition, to hold the Shares for an indefinite period of time and to suffer a complete loss of Purchaser’s investment.

(e) Accredited Investor. The Purchaser is an “accredited investor” within the meaning of Regulation D, Rule 501(a), promulgated by the Securities and Exchange Commission under the Securities Act.

(f) Rule 144. The Purchaser acknowledges that the Shares must be held indefinitely unless subsequently registered under the Securities Act or an exemption from such registration is available. The Purchaser is aware of the provisions of Rule 144 promulgated under the Securities Act which permit limited resale of shares purchased in a private placement subject to the satisfaction of certain conditions.

(g) No Public Market. The Purchaser understands and acknowledges 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 the Company’s securities.

5. *Legends; Lock-Up Agreement*

(a) Legends. The Purchaser understands and agrees that any notice of issuance referencing the Shares will bear the legends or notices in **Exhibit B**, as applicable (in addition to any legend or notices, as applicable, required by applicable state securities laws).

(b) Lock-Up Period. If requested by the Company or the underwriters in connection with the initial public offering of the Company’s securities registered under the Securities Act of 1933, as amended, the Purchaser will not sell, make any short sale of, loan, grant any option for the purchase of, or otherwise dispose of the Shares without the prior written consent of the Company or such underwriters, as the case may be, for 180 days from the

effective date of the registration statement, plus such additional period, to the extent required by FINRA rules, up to a maximum of 216 days from the effective date of the registration statement.

6. ***Purchaser's Rights.*** The Purchaser will have the following rights with respect to the Shares:

(a) Ownership. As of the date of this Agreement, the Ownership of the Company is represented by the Capitalization Table attached hereto as **Schedule 1**.

(b) Information. The Company will provide to Purchaser by email:

(i) within 30 days of the sale of any Company securities (including convertible notes or stock) in connection with fundraising activities, all material information related to such sale including, but not be limited to, valuations, amount raised, discounts, note caps, liquidation preferences, and governance and information rights; and

(ii) promptly following creation, any quarterly, semi-annual or annual reports, that are provided to any shareholder regarding the business activities of the Company.

7. ***Covenants.*** The Company agrees that any requests for Purchaser execution of any consents, waivers, documents or agreements delivered to the Purchaser in connection with this Agreement, including but not limited to voting agreements and right of first refusal agreements, will be given no less than ten (10) business days in advance of the date that the Purchaser's signature is required.

8. ***General Provisions***

(a) Notices. Any notice, request or other communication required or permitted to be given by either the Company or the Purchaser pursuant to the terms of this Agreement must be in writing to the last known email address of the other party.

(b) Choice of Law. This Agreement will be governed by the internal substantive laws, but not the choice of law rules, of Delaware.

(c) Integration. This Agreement represents the entire agreement between the parties with respect to the purchase of the Shares by the Purchaser and supersedes and replaces any and all prior written or oral agreements regarding the subject matter of this Agreement.

(d) Successors. Unless this Agreement has terminated pursuant to Section 9, any successor to the Company (whether direct or indirect and whether by purchase, merger, consolidation, liquidation or otherwise) to all or substantially all of the Company's business and/or assets will assume the obligations under this Agreement and agree expressly to perform the obligations under this Agreement in the same manner and to the same extent as the Company would be required to perform such obligations in the absence of a succession. For all purposes under this Agreement, the term "**Company**" will include any successor to the Company's business and/or assets which executes and delivers the assumption agreement described in this

section or which becomes bound by the terms of this Agreement by operation of law.

(e) Waiver. Either party's failure to enforce any provision of this Agreement will not in any way be construed as a waiver of any such provision, nor prevent that party from thereafter enforcing any other provision of this Agreement. The rights granted to both parties hereunder are cumulative and will not constitute a waiver of either party's right to assert any other legal remedy available to it.

(f) Severability. Should any provision of this Agreement be found to be illegal or unenforceable, the other provisions will nevertheless remain effective and enforceable to the greatest extent permitted by law.

(g) Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same agreement. Facsimile copies of signed signature pages will be binding originals.

(h) Independent Review. The parties acknowledge that, regardless of which party had primary responsibility for the drafting of this Agreement, each of the parties had the opportunity to review this Agreement in its entirety prior to signing and, if such party so chose, to consult with independent legal counsel.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed this Common Stock Purchase Agreement as of the date first written above.

COMPANY: By: _____	PURCHASER: By: _____
Jordan Gilman	Name:
President	Title:

[Signature page to Common Stock Purchase Agreement]

Schedule I

[Cap Table Attached]

Exhibit A

NOTICE OF ISSUANCE OF COMMON STOCK

* _____ * Shares

PeopleVine, Inc.

A Delaware Corporation

This certifies that _____ is the record holder of these _____ shares of Common Stock of PeopleVine, Inc., a Delaware corporation (the “**Company**”), transferable only on the books of the Company upon receipt by the Company of proper transfer instructions from the record holder or such person's duly authorized attorney.

The shares referenced in this notice are uncertificated shares and are issued and will be held subject to all the provisions of the Certificate of Incorporation and the Bylaws of the Company and any amendments thereto, copies of which are on file at the principal office of the Company and made a part hereof as fully as though the provisions of said Certificate of Incorporation and Bylaws were printed in full in this notice of issuance, to all of which the registered holder, by acceptance of the shares referenced in this notice, assents.

A statement of all of the rights, preferences, privileges and restrictions granted to or imposed upon the respective classes and/or series of shares of stock of the Company and upon the holders thereof may be obtained by any stockholder upon request and without charge, at the principal office of the Company, and the Company will furnish any stockholder, upon request and without charge, a copy of such statement.

IN WITNESS WHEREOF, the Company has caused this notice of issuance to be signed by its duly authorized officers on May ___, 2018.

Jordan Gilman
President

THE SHARES REPRESENTED HEREBY OR REFERENCED HEREIN HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR THE SECURITIES LAWS OF ANY STATE, AND MAY NOT BE SOLD, TRANSFERRED, ASSIGNED, PLEDGED OR HYPOTHECATED UNLESS AND UNTIL REGISTERED UNDER SUCH ACT AND/OR APPLICABLE STATE SECURITIES LAWS, OR UNLESS THE COMPANY HAS RECEIVED AN OPINION OF COUNSEL OR OTHER EVIDENCE, REASONABLY SATISFACTORY TO THE COMPANY AND ITS COUNSEL, THAT SUCH REGISTRATION IS NOT REQUIRED.

THE SHARES REPRESENTED HEREBY OR REFERENCED HEREIN ARE SUBJECT TO A RIGHT OF FIRST REFUSAL HELD BY THE ISSUER OR ITS ASSIGNEE(S) AS SET FORTH IN THE COMMON STOCK PURCHASE AGREEMENT BETWEEN THE ISSUER AND THE ORIGINAL HOLDER OF THESE SHARES, A COPY OF WHICH MAY BE OBTAINED AT THE PRINCIPAL OFFICE OF THE ISSUER. SUCH RIGHT OF FIRST REFUSAL IS BINDING ON TRANSFEREES OF THESE SHARES.

Exhibit B

“THE SHARES REFERENCED HEREIN OR REPRESENTED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR THE SECURITIES LAWS OF ANY STATE, AND MAY NOT BE SOLD, TRANSFERRED, ASSIGNED, PLEDGED OR HYPOTHECATED UNLESS AND UNTIL REGISTERED UNDER SUCH ACT AND/OR APPLICABLE STATE SECURITIES LAWS, OR UNLESS THE COMPANY HAS RECEIVED AN OPINION OF COUNSEL OR OTHER EVIDENCE, REASONABLY SATISFACTORY TO THE COMPANY AND ITS COUNSEL, THAT SUCH REGISTRATION IS NOT REQUIRED.

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