

Independent Contractor Agreement

This Independent Contractor Agreement (this "Agreement") is made and entered into as of the date of electronic consent (the "Effective Date") by the parties on the funding portal ("Portal") of Wefunder Portal, LLC ("Wefunder"), by and between Wefunder Admin, LLC, a Delaware limited liability company ("Company"), and [Contractor Name] ("Contractor").

- A. Company is the Manager of Wefunder SPV, LLC, a Delaware limited liability company, and is the Series Manager of one or more Series of Wefunder SPV, LLC (as such terms are defined in the Limited Liability Company Agreement of Wefunder SPV, LLC (the "LLC Agreement")) (each, a "Series"). As Manager and Series Manager, as applicable, Company has the right to conduct, direct and manage all activities of, and has full power and authority to do all things and on such terms as it determines to be necessary or appropriate to conduct the business of, Wefunder SPV, LLC and each Series.
- B. [Issuer Name] ("Issuer") is conducting or has conducted an offering of its uncertificated securities ("Issuer Securities") through the Portal to one or more Series (each, an "SPV").
- C. Contractor, Issuer, and Wefunder, Inc. have entered into a Lead Investor Agreement, dated on or about the date hereof, pursuant to which Contractor has been appointed as the Lead Investor (as defined therein) with respect to Issuer Securities that are offered through the Portal.
- D. Company desires to delegate to Contractor certain of its rights as Series Manager of the SPV(s) being issued Issuer Securities, as permitted under the LLC Agreement.

NOW, THEREFORE, in consideration of the mutual promises herein made and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, the parties hereto agree as follows:

1. Engagement for Services.

Company hereby engages Contractor to take any actions necessary to determine and communicate the voting instructions of the SPV(s) to the Issuer on behalf of the SPV(s) and shall take any other actions (including, but not limited to, signing documentation) necessary to effect decisions on behalf of the SPV(s) (the "Services"). Contractor hereby accepts such engagement, and shall perform the Services in accordance with the terms and conditions of this Agreement. In the performance of the Services, Contractor agrees to abide by the provisions of the LLC Agreement and any power of attorney given to Contractor by investors in the SPV(s). Contractor shall comply with all applicable Company policies and procedures (if any) in the performance of the Services. Except as otherwise provided herein, Company shall not control the manner or means by which Contractor performs the Services.

2. Compensation.

Contractor shall not receive any compensation in connection with the Services. Notwithstanding the preceding sentence, in the event that Issuer conducts a future offering of its securities under Regulation D of the Securities Act of 1933 and a special purpose vehicle formed by Wefunder Advisors LLC (a "Reg D SPV") purchases securities in such offering, the parties acknowledge and agree that Wefunder Advisors LLC may hire Contractor as a portfolio manager of the Reg D SPV and Contractor may receive compensation in the form of carried interest on profits earned by the Reg D SPV, subject in all cases to compliance with applicable state and federal securities laws.

3. Records.

Contractor shall maintain current records of all voting instructions it provides to Issuer and any other actions it undertakes on behalf of the SPV(s) (the "Records"). The Records shall be the property of Company. Within 72 hours of each vote or other action, Contractor shall transfer the Records to Company in the format and manner indicated by the Company from time to time. Contractor shall retain no property rights in the Records.

4. Independent Contractor Relationship.

4.1 Independent Contractor Status.

Contractor's relationship with Company is that of an independent contractor, and nothing in this Agreement is intended to, or shall be construed to, create a partnership, agency, joint venture, employment, or similar relationship. Contractor hereby waives any right to participate in any Company benefit programs. Contractor shall not apply for any government-sponsored benefits that are intended to apply to employees, including, without limitation, unemployment benefits. Contractor is not authorized to make any representation, contract, or commitment on behalf of Company unless specifically requested or authorized in writing to do so by Company.

4.2 Taxes.

Contractor is solely responsible for all taxes incurred as a result of Contractor's performance of the Services. Contractor is solely responsible for, and must maintain adequate records of, expenses incurred in the course of performing Services under this Agreement.

5. Other Services; Conflicts of Interest.

Contractor may represent, perform services for, or be employed by third parties except when doing so causes Contractor to breach Contractor's obligations under this Agreement. During the term of this Agreement, Contractor shall not enter into any contract or accept any obligation inconsistent or incompatible with Contractor's obligations under this Agreement. Contractor shall disclose to Company any conflicts of interest Contractor may have with respect to the Services prior to entering into this Agreement or immediately upon determining that a conflict of interest exists. Notwithstanding the terms of this Section, Contractor may act as a portfolio manager for a Reg D SPV advised by Wefunder Advisors, LLC in connection with future raises by Issuer.

6. Indemnification.

Company shall indemnify and hold harmless Contractor from and against any loss, damage, liability or claim suffered, incurred by, or asserted against Contractor, including expenses of legal counsel arising out of, in connection with or based upon any act or omission by Contractor relating in any way to this Agreement or the Services, so long as Contractor is not grossly negligent and has acted in good faith.

7. Term and Termination.

7.1 Term.

This Agreement is effective as of the Effective Date and shall terminate on completion of the Services, unless terminated earlier as set forth below.

7.2 Early Termination.

Company or Contractor may terminate this Agreement at any time upon express written notice to the other party of termination.

7.3 Effect of Expiration or Termination.

The provisions of Sections 4.1, 5, 6, and 7 shall survive any termination or expiration of this Agreement.

8. General.

8.1 Successors and Assigns.

Contractor may not subcontract or otherwise assign, transfer, or delegate Contractor's rights or obligations under this Agreement without Company's prior written consent.

8.2 Amendments.

This Agreement may not be assigned or amended without the consent of the other party.

8.3 Governing Law.

This Agreement shall be governed and construed in accordance with the laws of the State of Delaware, without regard to its conflicts of law principles.

8.4 Notices.

All notices, requests, waivers and other communications made pursuant to this Agreement shall be in writing.

8.5 Partial Invalidity.

If any provisions of this Agreement are held for any reason to be unenforceable, the remainder of this Agreement shall nevertheless remain in full force and effect.

8.6 Entire Agreement.

This document represents the entire Agreement, and supersedes any previous agreements, among the parties relating to the subject matter of this Agreement.

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

COMPANY:

WEFUNDER ADMIN, LLC

By: *[SIGNATURE]*

Name: Nicholas Tommarello

Title: Chief Executive Officer

CONTRACTOR:

Signature

Legal Name of Contractor

Email: _____