

**TERMS FOR PRIVATE PLACEMENT OF SERIES SEED PREFERRED UNITS OF
TENDEDBAR, LLC.**

November 13th, 2018

The following is a summary of the principal terms with respect to the proposed Series Seed Preferred Unit financing of TendedBar, LLC., a Delaware Limited Liability Company (the “*Company*”). Except for the section entitled “Binding Terms,” this summary of terms does not constitute a legally binding obligation. The parties intend to enter into a legally binding obligation only pursuant to definitive agreements to be negotiated and executed by the parties.

Offering Terms

Securities to Issue: Units of Series Seed Preferred Interests of the Company (the “*Series Seed*”).

Aggregate Proceeds: \$500,000.00 in aggregate.

Purchasers: Accredited and non-accredited investors approved by the Company (the “*Purchasers*”).

Price Per Unit: Price per Units (the “*Original Issue Price*”), based on a pre-money valuation of \$4,501,875

Liquidation Preference: If the Company is liquidated (including a sale of the Company that is deemed a liquidation), after payment of the Company’s liabilities, and sale of any remaining assets after such payment, each holder of Series Seed Preferred Units will receive an undivided interest in such property equal to the portions of the proceeds to which the holder would be entitled pursuant to Article X of the Amended LLC Agreement which is subject to fair market value and liabilities. A merger, reorganization or similar transaction will be treated as a liquidation. Holders of Series Seed Preferred Units will have the opportunity to convert to common units immediately prior to a liquidation if they choose to do so.

Conversion: Each Series Seed Preferred Unit is convertible into one common unit (subject to proportional adjustments for Unit splits, certain dividends and distributions and the like) at any time at the option of the holder as further delineated in Exhibit 4.2(B)(2) of the Amended LLC Agreement.

Voting Rights: Holders of Series Seed Preferred Units of the Company will vote together with the holders of Common Units on all matters coming before the shareholders on an as converted basis, which means that each Series Seed Preferred Unit will initially equate to one vote. As further delineated in Exhibit 4.2 of the Amended LLC Agreement, Holders of Series Seed Preferred Units of the Company shall have full voting rights and powers equal to the voting rights and powers of the holders of Common Units, and shall be entitled, notwithstanding any provision hereof, to notice of any Members’ meeting and adjustments upon certain dividends, distributions, reclassifications, exchanges, substitutions, mergers or consolidations.

Documentation: Documents governing the Series Seed Preferred Unit will be identical to the Amended LLC Agreement plus amendment language binding the Units, except for the modifications set forth in this Term Sheet that is attached as Exhibit D to this Form C.

Financial Information: The Series Seed will receive standard information and inspection rights pursuant to Delaware state law.

Participation Right: In the event that the Company issues securities in its next equity financing after the date hereof (the "Series A Financing") which (a) have rights, preferences or privileges that are more favorable than the terms of the Series Seed Preferred Units, such as price based anti-dilution protection, or (b) provides all such future investors other contractual terms, the Company shall provide substantially equivalent rights to the holders of Series Seed Preferred Units with respect to the Series Seed Preferred Units (with appropriate adjustment for economic terms or other contractual rights), subject to such Member's execution of any documents, including, if applicable, investors' rights, co-sale, voting and other agreements, executed by the investors purchasing securities in the Series A Financing (such documents referred to herein as the "Next Financing Documents").

Future Rights: Holders of Series Seed Preferred Units shall be designated "Major Investors" for all purposes in the Next Financing Documents to the extent such concept exists.

Proxy Voting: The purchaser appoints Democracy VC Partners LLC as the sole and exclusive attorney and proxy of Unitholder, with full power of substitution and resubstitution, to vote and exercise all voting and related rights (to the fullest extent that Unitholder is entitled to do so) with respect to all Series Seed Preferred Units of the Company.

Binding Terms: For a period of thirty days, the Company shall not solicit offers from other parties for any financing. Without the consent of Purchasers, the Company shall not disclose these terms to anyone other than officers, directors, key service providers, and other potential Purchasers in this financing.

COMPANY: TENDEDBAR LLC

PURCHASERS:

Name: _____

Title: _____

Date: _____

Name: _____

Title: _____

Date: _____