

MEMBERSHIP AGREEMENT

EVVangelist – The Evansville Regional Angel Investor List

MEMBERSHIP APPLICATION

The Evansville Regional Angel Investor List (EVVangelist) is a network of member investors organized and operated by EVVangelist, LLC. EVVangelist facilitates the introduction of entrepreneurs to potential investors through presentations and other mechanisms. EVVangelist consists of individual angel investors interested in financing privately held companies or ventures typically in an early stage of development. Membership in EVVangelist is a privilege, which is subject to renewal, revocation, or termination for a member's failure to conduct him or herself in a manner consistent with EVVangelist's Membership Agreement or for any other reason as determined in the sole discretion of EVVangelist, LLC's Managing Member.

PROCESS FOR MEMBERSHIP QUALIFICATION: Membership in EVVangelist is limited to accredited investors as defined by the SEC. Qualifying individuals are invited to consider becoming members of EVVangelist. Membership is at the discretion of EVVangelist, LLC's Managing Member and is subject to annual renewal by EVVangelist, LLC. New members must be sponsored by a current EVVangelist member. All new members must complete this Membership Agreement.

MEMBERSHIP FEE: EVVangelist, LLC will charge a fee for all members. The fee will in turn be used to cover, in addition to other expenses, the cost of chapter membership in the Angel Capital Association (ACA) for EVVangelist and by that affiliation, individual ACA membership to EVVangelist members. Membership dues are payable at joining and then upon membership renewal annually. The annual membership fee is \$120 in 2019 and will be adjusted each year. At the time of acceptance, new members will pay an amount equal to the annual fee divided by 12 then multiplied by the number of whole months remaining in the year. Individuals may cancel their membership at any time by providing written notice to EVVangelist, LLC. Upon cancellation, individuals will be refunded an amount equal to the current annual membership fee divided by 12 then multiplied by the number of whole months remaining in the year.

MEMBER REPRESENTATION CERTIFICATE

As a prospective member of EVVangelist, I represent, acknowledge and agree that:

- (a) I am an "accredited investor" as defined in rule 501 of Regulation D promulgated under the Securities Act of 1933, as amended (the "Securities Act"), which, in the case of an individual investor, means that I (i) have a net worth¹, or joint net worth with my spouse, at the time of his subscription exceeds \$1,000,000; or (ii) have an individual income²(not including income of my spouse) in excess of \$200,000 in each of the two most recent years or joint income with my spouse in excess of \$300,000 in each of those years and who reasonably expects to reach the same income level in the current year. I understand that if I participate in an investment into a company that uses "general solicitation" (Regulation D Rule 506(c)) as a means to raise money, I may be required to submit proof of my investor status, such as tax returns, bank statements or credit reports so that my accredited investor status can be verified by the applicable party. Generally, companies that present to EVVangelist will be using private placements to raise capital, but members of the network may be presented opportunities to invest in companies that have used or plan to use means of general solicitation.
- (b) EVVangelist, LLC and EVVangelist makes no representations, warranties or recommendations whatsoever regarding the viability, investment risk or returns on investment related to the companies presented to the members, the reputation of their management, or the appropriateness, fitness, or suitability of an investment in those companies.
- (c) Any investment in an emerging growth company is a highly speculative investment, and the likelihood of loss of the entire investment is very high.
- (d) I have sufficient knowledge and experience in matters relating to business and financial matters in general, and I am capable of evaluating the merits and risks of an investment in a company and of making an informed investment decision.

(e) I understand that the company in which I invest will be under no obligation to register the securities I acquire under the Securities Act or any state securities act or to take any other action necessary to comply with an available exemption or regulation under any such acts (including Rule 144 under the Securities Act) in order to permit me to sell, transfer or otherwise dispose of those securities. Accordingly, I recognize that the securities will not be freely transferable and understand and acknowledge that I must continue to bear the economic risk of the investment in the company for an indefinite period.

(f) I am able to bear the risk of losing the entire investment I make in any company that has or may present investment opportunities to me by my participation in the network.

(g) I understand that my purchase of equity securities will not be registered under the Securities Act of 1933, as amended (the "Securities Act"), because EVVangelist, LLC believes, relying in part on my representations in this document, that an exemption from such registration requirement is available for such sale. I understand that the availability of this exemption depends upon the representations I am making to EVVangelist, LLC in this document being true and correct.

(h) I am an individual and any purchases of securities solely are for investment purposes, and not for further distribution. My entire legal and beneficial ownership interest in the securities is being purchased and shall be held solely for my account, except to the extent I intend to hold the securities jointly with my spouse. I am not a party to, and do not presently intend to enter into, any contract or other arrangement with any other person or entity involving the resale, transfer, grant of participation with respect to or other distribution of any of the securities. My investment intent is not limited to my present intention to hold the securities for the minimum capital gains period specified under any applicable tax law, for a deferred sale, for a specified increase or decrease in the market price of the securities, or for any other fixed period in the future.

(i) I can protect my own interests. I can properly evaluate the merits and risks of an investment in the securities and can protect my own interests in this regard.

(j) Residence. The address of my principal residence is set forth on the signature page below. By signing below, I acknowledge my agreement with each of the statements contained in this questionnaire as of the date first set forth above, and my intent for the Company to rely on such statements in issuing the securities to me.

MEMBER CODE OF CONDUCT

EVVangelist, LLC requires its members to accept this Code of Conduct (this "Code") prior to the commencement of membership and periodically during their membership. By agreeing to admission as a member of EVVangelist, each member agrees to abide by the provisions of this Code. The EVVangelist, LLC Managing Member, in their sole discretion, with or without notice, may ask a member to permanently leave the group at any time for a material violation of any of provision established in this Code. This Code may be amended, superseded or restated at any time by the EVVangelist, LLC Managing Member, in their sole discretion, and each member agrees to be bound by such amended, restated or superseded Code so long as a member continues to enjoy the benefits of membership.

1) Solicitation. EVVangelist members shall not solicit business from other EVVangelist members or applicant companies, at membership events; nor shall they distribute promotional materials at membership events or through other member interactions. Neither the members nor the applicant companies shall be exploited for solicitation of any kind. This does not prevent members from willingly and voluntarily conducting business with each other, but the materials and instrumentality of the network shall not be used for direct solicitation of business from members or companies applying for consideration by the network.

2) Confidentiality. EVVangelist will be successful in its mission in large part due to the free and open exchange of ideas by the members concerning the business plans presented, and the perceptions and past experiences of members with the management teams of the presenting companies. All opinions and feedback, both positive and negative, shared by a member, with one or more members of EVVangelist shall at all times remain strictly confidential to the membership, and unless the source of a comment approves its release, shall not be made public or attributed to the originator of the comment. Furthermore, the members of EVVangelist may receive highly confidential materials from applicant companies and founders. EVVangelist members agree to keep the confidential information shared by applicant companies, founders and

other members confidential and shall not use or disclose such information without express written permission from the disclosing party.

3) No quid pro quo. An EVVangelist member may not use their standing as an EVVangelist member as an inducement of any fashion for an entrepreneur or entity to provide favorable terms with respect to any transaction materially benefiting the member, directly or indirectly, or to cause the entrepreneur or entity to subscribe for a member's professional services.

4) Mandatory declaration of pre-existing relationships. Material conflicts of Interest must be disclosed to the EVVangelist, LLC Managing Member. EVVangelist members are encouraged to submit any company to EVVangelist in which they have a prior business or investment relationship. However, both EVVangelist investor and the company should disclose during its initial application any pre-existing relationships or potential relationships with screening committee members or other EVVangelist participants. If the company is selected and the relationship is deemed material by EVVangelist, LLC, the pre-existing relationship will be noted in the email and physical agenda for the meeting in which the company is to present. Once identified, all involved parties should disclose the relationship immediately. Notwithstanding the foregoing, no attorney member shall be required to disclose the existence of a relationship with a client.

EVVangelist, LLC and EVVangelist is not a venture fund, an investment bank, a broker dealer, investment clearing-house, or an investment advisor, but rather a conduit to content through which investors may be educated on aspects of investment and business, as well as introduced to companies for possible investment. EVVangelist, LLC and EVVangelist is not registered with the Securities Exchange Commission or any state securities commission. Each member of EVVangelist is responsible for his or her own investment decisions. EVVangelist, LLC and EVVangelist are never recommending any particular company for investment. All investments in entrepreneurial companies involve a high degree of risk, and investors should be able to bear the risk of complete financial loss. The choice to use and manner of utilization of information and knowledge gained through EVVangelist is each member's individual and personal choice. No guidance shall be given, nor shall any person affiliated with EVVangelist, LLC and EVVangelist be responsible for an individual member's use of the information, investment decision, or the results of any investment. EVVangelist, LLC and EVVangelist does not conduct any investigation to verify the factual information submitted to potential investors by individual entrepreneurs. Hence, EVVangelist, LLC and EVVangelist makes no representations or warranties regarding these companies. Investors must conduct their own due diligence and negotiate the terms of any investment they elect to make.

I agree to indemnify and defend EVVangelist, LLC, its members, directors, officers, employees, agents or representatives; EVVangelist and its members, against all damages, liabilities, actions, suits, proceedings, losses, costs and expenses (including, but not limited to, expenses of litigation, reasonable attorneys' and experts' fees) as a result of, or arising out of, the breach of any of my representations or agreements in this document. I acknowledge that I have read and understand the terms of this Certificate and the information contained in it is true to the best of my knowledge.

The undersigned represents that the foregoing information is true and correct and agrees that EVVangelist, LLC and others may rely on such information in connection with an investment by the undersigned in securities. The undersigned agrees to furnish all additional information that is reasonably necessary to verify the information provided above.

Signature: _____ Date: _____

Accepted: EVVangelist, LLC

Name: _____

_____ Date: _____

Address: _____

Drew F; Peyronnin, Managing Member

City: _____ state _____ Zip _____

Telephone: _____ Cell: _____ e-mail _____

¹The term "net worth" means total assets (excluding the value of the primary residences) less total liabilities (including mortgages). Please consult <http://www.sec.gov/info/smallbus/secg/accredited-investor-net-worth-standard-secg.htm> for more information on the net worth test.

²The term "income" for these purposes means gross income (reported on the Federal tax return) increased by adding back any deduction taken for long term capital gains under section 1202 of the Internal Revenue Code of 1986, as amended (the "Code"), and deduction for depletion under Sections 611 et seq. of the Code, any exclusion for interest under Section 103 of the Code, and any losses of a partnership allocated to the individual limited partner as reported on Schedule E of Form 1040.