



Senior Dean Joseph Rudnick  
University of California, Los Angeles  
College of Letters and Science  
Attn: Kerri Yoder  
1309 Murphy Hall  
Box 951413  
Los Angeles, CA 90095-1413

Date: May 12, 2014

Dear Senior Dean Rudnick:

I, Michael Silton, Chair of the UCLA Venture Capital Fund (VC Fund), am writing to request a UCLA Venture Capital Fund investment.

On May 12, 2014, the VC Fund Executive Committee voted to invest \$10,000 in PredPol. PredPol is a big data application for predicting and preventing crime. The algorithms, which are UCLA-based have been under development for 7 years. Over that time, they have worked with/installed over 25 cities around the US and a few internationally. Their UCLA connections include the algorithms, their 2 technical founders (UCLA professors), and their co-founder. We also believe from a market perspective, a company that enables a city to reduce crime and save money is a good bet for us to place.

PredPol is in the midst of closing their round so it is important that we move very quickly if we want to be able to participate.

The purpose of executing the transaction through The UCLA Foundation is to streamline the process and implement the investment on our behalf in a more timely and efficient manner.

We would like the UCLA Foundation to begin processing this investment request as soon as possible.

Sincerely,

Signed via email due to travel outside the USA

Michael Silton

Executive Chair, UCLA Venture Capital Fund

**PREDPOL, INC.**

**RIGHT OF FIRST OFFER AGREEMENT**

This Agreement is made and entered into as of May 22, 2014, by and between PREDPOL, INC., a California corporation (the "*Company*"), and the persons or entities whose names are set forth on Exhibit A hereto (collectively, "*Investors*", and each, an "*Investor*").

A. The Investors have agreed to purchase shares of the Company's Series A Preferred Stock for an aggregate purchase price of approximately \$2,400,000 pursuant to a certain Shareholders Agreement by and among the Company and each such Investor (the "*Series A Agreements*"). The Series A Agreements provide, as a condition to the Investors' purchase of Series A Stock thereunder, the Company and the Investors will enter into this Agreement and the Investors will be granted the rights set forth herein.

Now, Therefore, the parties hereto agree as follows, which agreement shall be effective on the date that Investors holding a majority of the shares of Series A Preferred Stock of the Company have entered into (the "*Effective Date*").

**1. RIGHT OF FIRST OFFER.**

**1.1 General.** As of the Effective Date, each Investor and any person to whom such Investor's rights under this Section 1 have been duly assigned in accordance with Section 2.1 (each of the Investor or assignee being referred to below as a "*Rights Holder*") has the right of first refusal to purchase such Rights Holder's Pro Rata Share (as defined below), of all (or any part) of any "New Securities" (as defined in Section 1.2) that the Company may from time to time issue after the date of this Agreement. A Rights Holder's "*Pro Rata Share*" for purposes of this right of first refusal is the ratio of: (a) the number of shares as to which such Rights Holder is the Holder, to (b) the number of shares of the Company's capital stock (determined on a fully-diluted, as-converted and as-exercised basis).

**1.2 New Securities.** "*New Securities*" shall mean any Common Stock or Preferred Stock of the Company, whether now authorized or not, and rights, options or warrants to purchase such Common Stock or Preferred Stock, and securities of any type whatsoever that are, or may become, convertible or exchangeable into such Common Stock or Preferred Stock; provided, however, that the term "New Securities" does not include:

(a) shares of Common Stock issued or issuable upon conversion of the outstanding shares of the Preferred Stock;

(b) any shares of Common Stock or Preferred Stock (or options, warrants or rights therefor) granted or issued hereafter to employees, officers, directors, contractors, consultants or advisers to, the Company or any 100% owned subsidiary pursuant to incentive agreements, stock purchase or stock option plans, stock bonuses or awards, warrants, contracts or other arrangements that are approved by the Board of

Directors;

(c) any shares of the Common or Preferred Stock (and/or options, warrants or rights therefor) issued or issuable to parties that are (i) strategic partners investing in connection with a commercial relationship with the Company or (ii) providing the Company with equipment leases, real property leases, loans, credit lines, guaranties of indebtedness, cash price reductions or similar transactions, under arrangements, in each case, approved by the Board;

(d) shares of Common Stock or Preferred Stock issued or issuable pursuant to the acquisition of another corporation or entity by the Company by consolidation, merger, purchase of all or substantially all of the assets, or other reorganization in which the Company acquires, in a single transaction or series of related transactions, all or substantially all of the assets of such other corporation or entity or 50% or more of the voting power of such other corporation or entity or 50% or more of the equity ownership of such other entity;

(e) shares of the Company's Common Stock or Preferred Stock issued in connection with any stock split or stock dividend; and

(f) shares of Common Stock issued or issuable in a public offering prior to or in connection with which all outstanding shares of Preferred Stock will be converted to Common Stock.

**1.3 Procedures.** In the event that the Company proposes to undertake an issuance of New Securities, it shall give to each Rights Holder written notice of its intention to issue New Securities (the "*Notice*"), describing the type of New Securities and the price and the general terms upon which the Company proposes to issue such New Securities. Each Rights Holder shall have 20 days from the date of mailing of any such Notice to agree in writing to purchase such Rights Holder's Pro Rata Share of such New Securities for the price and upon the general terms specified in the Notice by giving written notice to the Company and stating therein the quantity of New Securities to be purchased (not to exceed such Rights Holder's Pro Rata Share). If any Rights Holder fails to so agree in writing within such 20-day day period to purchase such Rights Holder's full Pro Rata Share of an offering of New Securities (a "*Nonpurchasing Holder*"), then such Nonpurchasing Holder shall forfeit the right hereunder to purchase that part of his Pro Rata Share of such New Securities that such Nonpurchasing Holder did not so agree to purchase and the Company shall promptly give each Rights Holder who has timely agreed to purchase his full Pro Rata Share of such offering of New Securities (a "*Purchasing Holder*") written notice of the failure of any Nonpurchasing Holder to purchase such Nonpurchasing Rights Holder's full Pro Rata Share of such offering of New Securities (the "*Overallotment Notice*"). Each Purchasing Holder shall have a right of overallotment such that such Purchasing Holder may agree to purchase a portion of the Nonpurchasing Holders' unpurchased Pro Rata Shares of such offering on a pro rata basis according to the relative Pro Rata Shares of the Purchasing Rights Holders, at any time within 10 days after receiving the Overallotment Notice. Any purchase of New Securities by a Rights Holder will be at the Rights Holder's sole expense.



**1.4 Failure to Exercise.** In the event that the Rights Holders fail to exercise in full the right of first refusal within such 20 plus 10 day period, then the Company shall have 90 days thereafter to sell the New Securities with respect to which the Rights Holders' rights of first refusal hereunder were not exercised, at a price and upon the terms set forth in the Notice. In the event that the Company has not issued and sold the New Securities within such 90-day period, then the Company shall not thereafter issue or sell any New Securities without again first offering such New Securities to the Rights Holders pursuant to this Section 1.

**1.5 Termination.** This right of first offer shall terminate (a) immediately before the closing of the first underwritten sale of Common Stock of the Company to the public pursuant to a registration statement filed with, and declared effective by, the SEC under the Securities Act, or (b) upon an acquisition of the Company by another corporation or entity by consolidation, merger or other reorganization in which the holders of the Company's outstanding voting stock immediately prior to such transaction own, immediately after such transaction, securities representing less than 50% of the voting power of the corporation or other entity surviving such transaction.

## **2. GENERAL PROVISIONS.**

**2.1. Assignments; Successors and Assigns.** Except as expressly set forth herein, no Investor may assign any of such Investor's rights and obligations under this Agreement without the prior written consent of the Company. However, no such consent need be obtained for an assignment of an Investor's rights and obligations in connection with transfer of the Shares (a) by a corporate Investor if such assignment is solely to Investor's shareholders, (b) by an individual Investor if such assignment is solely to his or her spouse, to a lineal descendant or antecedent of such Investor or the Investor's spouse, the spouse of any such descendant or antecedent or to a trust for the benefit of Investor or any such person, (c) by an individual Investor solely pursuant to the laws of descent or distribution to an executor or administrator of his or her estate and to the beneficiaries of the Investor's estate and (d) by a corporate entity to the surviving corporation in a merger or consolidation of that Investor with another entity, the sale of all or substantially all of the assets of that Investor to another entity or the sale by that Investor's shareholders of more than 50% of the capital stock of the Investor to another entity. This Agreement, and the rights and obligations of the parties hereunder, will be binding upon and inure to the benefit of their respective successors, assigns, heirs, executors, administrators and legal representatives.

**2.2 California Law And Forum.** This Agreement shall be governed by and construed in accordance with the laws of the State of California, applicable to agreements made and to be performed wholly within the State of California. Any litigation in connection with this Agreement will be brought only in Santa Cruz County, California, and *Subscriber* submits to the personal jurisdiction of the courts in *such* county.

**2.3 Notices.** Any and all notices required or permitted to be given to a party pursuant to the provisions of this Agreement will be in writing and will be effective and deemed to provide such party sufficient notice under this Agreement on the earliest of the following: (a) at the time of personal delivery, if delivery is in person; (b) one business day after deposit with an express overnight courier for United States deliveries, or two business days after such deposit for deliveries outside of the United States; or (d) three business days after deposit in the United

States mail by registered or certified mail (return receipt requested) for United States deliveries. All notices for delivery outside the United States will be sent by express courier. All notices not delivered personally will be sent with postage and/or other charges prepaid and properly addressed to the party to be notified at the address set forth below the signature lines of this Agreement or at such other address as such other party may designate in writing to the other party hereto.

**2.4 Further Assurances.** The parties agree to execute such further documents and instruments and to take such further actions as may be reasonably necessary to carry out the purposes and intent of this Agreement.

**2.5 Titles and Headings.** The titles, captions and headings of this Agreement are included for ease of reference only and will be disregarded in interpreting or construing this Agreement. Unless otherwise specifically stated, all references herein to "sections" and "exhibits" will mean "sections" and "exhibits" to this Agreement.

**2.6 Counterparts.** This Agreement may be executed in any number of counterparts, each of which when so executed and delivered will be deemed an original, and all of which together shall constitute one and the same agreement.

**2.7 Severability.** If any provision of this Agreement is determined by any court or arbitrator of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such provision will be enforced to the maximum extent possible given the intent of the parties hereto. If such clause or provision cannot be so enforced, such provision shall be stricken from this Agreement and the remainder of this Agreement shall be enforced as if such invalid, illegal or unenforceable clause or provision had (to the extent not enforceable) never been contained in this Agreement. Notwithstanding the forgoing, if the value of this Agreement based upon the substantial benefit of the bargain for any party is materially impaired, which determination as made by the presiding court or arbitrator of competent jurisdiction shall be binding, then this Agreement will not be enforceable against such affected party and both parties agree to renegotiate such provision(s) in good faith.

**2.8 Facsimile Signatures.** This Agreement may be executed and delivered by facsimile and upon such delivery the facsimile signature will be deemed to have the same effect as if the original signature had been delivered to the other party. The original signature copy shall be delivered to the other party by express overnight delivery. The failure to deliver the original signature copy and/or the nonreceipt of the original signature copy shall have no effect upon the binding and enforceable nature of this Agreement.

**2.9 Amendment and Waivers.** Any term of this Agreement may be amended and the observance of any term of this Agreement may be waived, only with the written consent of the Company and the holders of Shares representing at least a majority of the aggregate number of Shares then issued and outstanding. Any amendment or waiver effected in accordance with this Section shall be binding upon each holder of any Shares at the time outstanding, each future holder of such securities and the Company. No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of that provision as to that or any other instance. No waiver granted under this Agreement as to any one provision herein shall constitute a subsequent waiver of such provision or of any other provision

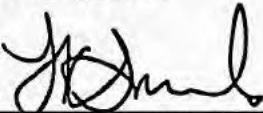
herein, nor shall it constitute the waiver of any performance other than the actual performance specifically waived.

**2.10 Entire Agreement.** As of the Effective Date, this Agreement constitutes the entire agreement and understanding of the parties with respect to the right of first offer set forth herein, and supersedes all prior understandings and agreements, whether oral or written, between or among the parties hereto with respect to the specific subject matter hereof, including but not limited to the Prior Agreement.

In Witness Whereof, the Company and the Investors have caused this Right of First Offer Agreement to be executed by their duly authorized representatives as of the date first set forth above.

**COMPANY:**

**PREDPOL, INC.**

By:   
Larry Samuels, Chief Executive Officer

Address:

Santa Cruz, CA 95060

**INVESTORS:**

***[FOR ENTITY INVESTOR USE  
FOLLOWING SIGNATURE BLOCK:]***

Name: 

By: Julie Sing

Title: VP - Finance & Treasury, CFO

Address: 10520 Wilshire Blvd. Suite 1100

Los Angeles, CA 90024

***[FOR INDIVIDUAL INVESTORS USE  
FOLLOWING SIGNATURE BLOCK:]***

Name: \_\_\_\_\_

By: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_



**EXHIBIT A**

**LIST OF SERIES A INVESTORS**

**PREDPOL, INC.**  
**SHAREHOLDER'S AGREEMENT**  
**(For Individuals and Revocable Trusts — Series A Preferred Stock)**

To: Predpol, Inc.

No. of Shares to be purchased:

80645

Total subscription price

(US \$ .124 x number of Shares):

\$ 9999.98

1. **Subscription.** The undersigned *Subscriber* ("*Subscriber*") hereby applies to purchase the number of "*Shares*" indicated above in accordance with the terms and conditions of this Agreement. Each Share equals one share of Series A Preferred Stock of Predpol, Inc., a California corporation (the "*Company*"). This subscription may be accepted or rejected by the *Company* in its sole discretion, and if accepted by the *Company*, the subscription price will be paid immediately after (a) the execution of this Agreement by both the *Company* and *Subscriber*, and (b) the *Company's* Board of Directors and shareholders have approved the sale thereof to *Subscriber*, if required. This subscription is not transferable or assignable by *Subscriber* by operation of law or otherwise.

2. **Suitability Representations By Subscriber.** *Subscriber* acknowledges that this offering is being strictly limited to investors who meet the suitability standards of this offering. *Subscriber* has initialed those statements below that are applicable to *Subscriber's* particular situation, with the understanding that the *Company* will rely on such representations and warranties in determining the suitability of this investment for *Subscriber* in order to comply with applicable securities laws.

**Capacity Representations**

  
(Initial)

*Subscriber* has the capacity, by reason of *Subscriber's* business or financial experience, to evaluate the risks and merits of this investment and to protect *Subscriber's* own interests in connection with an investment in the Shares and by reason of such experience, *Subscriber* can be reasonably assumed to have the capacity to protect *Subscriber's* own interests in connection with this investment.

Please describe *Subscriber's* education:

Doctorate

Please describe *Subscriber's* Investment and business experience:

CFO of the UCLA Foundation



Subscriber's occupation and period of employment:

Associate Vice Chancellor

Has *Subscriber* invested in other newly-formed companies in the past?

Yes ✓

No \_\_\_\_\_

If "yes," provide brief description:

As the CTO of the UCLA Foundation, the  
Subscriber has authorized investments in many newly  
formed companies

(Initial) J

*Subscriber* has a preexisting personal or business relationship with the *Company* or its principals, of more than five years that enables *Subscriber* to assess the business acumen, knowledge and expertise of the *Company* or of such individual. The personal or business relationship consists of a relationship with the following person and is described as follows:

The Subscriber is investing based on the  
recommendation of the UCLA Venture Capital Fund.  
No other personal or business relationship exists

#### Net Worth/Income Representations

N/A *Subscriber* is an entity.

(Initial) \_\_\_\_\_

*Subscriber's* individual net worth, or joint net worth with *Subscriber's* spouse, at the time of purchase, exceeds U.S. \$1,000,000 (inclusive of home, personal automobiles and furnishings);

OR

(Initial) \_\_\_\_\_

*Subscriber* had an individual gross income in excess of U.S. \$200,000 in each of the two most recent years, or joint income with *Subscriber's* spouse in excess of U.S. \$300,000 in each of those years, and has a reasonable expectation of reaching the same income level in the current year.

#### Authority Representation

N/A

(Initial) \_\_\_\_\_

If *Subscriber* is a trust, *Subscriber* represents and warrants that the persons who created the trust (the "Grantors") may revoke the trust at any time, and that the trustees of the trust possess the authority to make this particular investment.

If *Subscriber* is a revocable trust, (a) the Grantors should answer the net worth/income questions above as individuals; and (b) *Subscriber* should attach to this Subscription

Agreement a true and complete copy of the executed declaration of the trust.

### **3. Additional Representations**

3.1 In connection with this subscription, *Subscriber* has read this Agreement. *Subscriber* acknowledges that it is the responsibility of each investor (a) to determine what additional information such investor desires to obtain in evaluating this investment and (b) to obtain such information from the Company. *Subscriber* is making this subscription with the explicit representation of *Subscriber* to the Company that *Subscriber* has the financial capability and sophistication, based on *Subscriber's* educational, business and investment background, to evaluate this investment, to conduct such factual and legal investigation as *Subscriber* and *Subscriber's* advisers deem appropriate and to bear the substantial risks inherent in this investment. *Subscriber* accepts the responsibility for conducting such an investigation.

3.2 *Subscriber* recognizes that the Company has made available to *Subscriber* and *Subscriber's* advisors the opportunity to examine and copy documents from the Company and to ask questions of, and receive full answers from, the Company concerning, among other things, the Company and any other information *Subscriber* considers relevant or appropriate in connection with this investment. To the extent *Subscriber* has not sought information regarding any particular matter, *Subscriber* represents that *Subscriber* had no current interest in doing so and that such matters are not material to *Subscriber* in connection with this investment.

3.3 *Subscriber* is aware that this is a highly speculative investment involving a high degree of risk; *Subscriber* chooses to make this investment because, based entirely upon *Subscriber's* own information (including information obtained from *Subscriber's* investigation referred to above) and conclusions, *Subscriber* believes there is an opportunity to receive significant rewards; nonetheless, *Subscriber* appreciates the financial hazards involved in this offering and accepts the risks involved.

3.4 *Subscriber* acknowledges that although an investment in the Shares could have certain material tax consequences, this Agreement does not purport to cover these consequences; that neither the Company, nor any of its representatives has made representations concerning tax consequences; and the Company has advised *Subscriber* to consult *Subscriber's* own tax advisor(s) regarding the potential tax consequences to *Subscriber* of such an investment.

3.5 *Subscriber* understands that the offering of Shares has not been registered under the Securities Act of 1933, as amended (the "Act"), in reliance on the exemptions for nonpublic offerings. *Subscriber* further understands that the offering of Shares has not been qualified or registered under state or other securities laws in reliance upon exemptions under such laws for nonpublic offerings and, in part, in reliance upon the representations made and information furnished by *Subscriber* in this Agreement.

3.6 *Subscriber* realizes that (a) there may be no market for the Shares and that *Subscriber* may not be able to sell or dispose of them; (b) *Subscriber* has liquid assets sufficient to assure that purchase of the Shares will cause no undue financial difficulties and that, after purchasing the Shares, *Subscriber* will be able to provide for any foreseeable current needs and possible personal contingencies; (c) *Subscriber* is able to bear the risk of illiquidity and the risk of a complete loss of this investment; and, (d) *Subscriber* offers, as evidence of ability to bear economic risk, the information required below in this Agreement.

3.7 The Shares are being purchased for the account of *Subscriber* for investment only and not for the interest or account of any other person or with a view toward resale, assignment or distribution thereof.

3.8 *Subscriber* has, or if *Subscriber* is a trust, the Grantors have, as their principal residence, the residence identified below in Section 9 of this Agreement. If *Subscriber* is



purchasing in the individual form of ownership, and is married and resides in a community property jurisdiction, *Subscriber's* spouse has been informed of and has consented to *Subscriber's* purchase of Shares in the individual form of ownership as set forth herein.

3.9 *Subscriber* understands the meaning and legal consequences of the statements and promises *Subscriber* has made in this Agreement. *Subscriber* agrees to indemnify and hold harmless, to the extent allowed by law, the *Company* and its affiliates from and against all loss, cost or damage, including, for example, court costs and reasonable attorneys' fees, that the *Company* or any of its affiliates may incur arising out of any misrepresentation by *Subscriber* or any breach or default by *Subscriber* of any agreement or undertaking contained in this Agreement. However, *Subscriber* does not waive any rights granted to *Subscriber* under U.S. federal or state securities laws.

#### **4. Additional Rights and Obligations of *Subscriber*.**

4.1 Market Standoff. *Subscriber* agrees in connection with any registration of the *Company's* securities under the Act that, upon the request of the *Company* or the underwriters managing any registered public offering of the *Company's* securities, *Subscriber* will not sell or otherwise dispose of any shares of capital stock of the *Company*, without the prior written consent of the *Company* or such managing underwriters, as the case may be, for a period of time (not to exceed 180 days) after the effective date of such registration requested by such managing underwriters, provided that all officers, directors and 1% stockholders of the *Company* are similarly bound.

#### **4.2 Information Rights.**

4.2.1 The *Company* covenants and agrees that, commencing on the date of this Agreement, for so long as *Subscriber* holds at least 275,000 Shares (as adjusted to reflect stock splits, stock dividends, recapitalizations and the like) issued hereunder and/or the equivalent number (on an as-converted basis) of shares of Common Stock of the *Company* (the "*Common Stock*") issued upon the conversion of any Preferred Stock (the "*Conversion Stock*") the *Company* will:

(a) Furnish to *Subscriber*, as soon as practicable and in any event within 120 days after the end of each fiscal year of the *Company*, a consolidated Balance Sheet as of the end of such fiscal year and a consolidated Statement of Operations of the *Company* and its subsidiaries, if any, for such year, setting forth in each case in comparative form the figures from the *Company's* previous fiscal year (if any), all prepared in accordance with generally accepted accounting principles and practices, which financial statements shall be audited or unaudited (in the *Company's* sole discretion), as otherwise available;

4.2.2 *Subscriber* agrees to hold all information received pursuant to this Section 4.2 in confidence, and not to use or disclose any of such information to any third party, except to the extent such information may be made publicly available by the *Company*.

4.2.3 The *Company's* obligations under Section 4.2 above will terminate at the earlier of (a) the closing of the *Company's* initial public offering of Common Stock pursuant to an effective registration statement filed under the Act or (b) immediately prior to the closing of an acquisition of all or substantially all the assets of the *Company* or a reorganization, consolidation or merger, tender offer (or similar transaction or series of transactions) of the *Company* with or into any other entity or entities (other than the purchase from the *Company* of the *Company's* previously unissued Preferred Stock in a financing transaction) in which the holders of the *Company's* outstanding shares immediately before such transaction or series of related



transactions do not, immediately after such transaction or series of related transactions, retain stock representing a majority of the voting power of the surviving corporation (or its parent corporation if the surviving corporation is wholly owned by the parent corporation) of such transaction or series of related transactions.

4.2.4 The rights of *Subscriber* under this Section 4.2 may be assigned only to a party who is not a competitor of the *Company* and who acquires from *Subscriber* at least that minimum number of Shares and/or an equivalent number (on an as-converted basis) of shares of Common Stock and/or Conversion Stock described in Section 4.2.1 hereof. Any provision of this Section 4.2 may be amended and the observance hereof may be waived, only with the written consent of the *Company* and the holders of a majority of the Shares and/or Conversion Shares acquired pursuant to Shareholder's Agreements that are substantially similar to this Agreement and that contain identical rights to information as the rights set forth in this Section 4.2.

4.3 Right of First Offer. By signing this Agreement, *Subscriber* hereby enters into that certain Investor Rights Agreement to be entered into by all subscribers under the Series A Subscription Agreements.

5. **Legends.** *Subscriber* agrees that the *Company* may place the following legends or similar legends on any stock certificate(s) representing the Shares, together with any other legends that may be required by applicable securities laws, the *Company's* Articles of Incorporation or Bylaws, any other agreement between *Subscriber* and the *Company* or any other agreement between *Subscriber* and any third party.

*THE SECURITIES OFFERED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR UNDER THE SECURITIES LAWS OF ANY STATE; THE SECURITIES ARE SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND RESALE, AND MAY NOT BE TRANSFERRED OR RESOLD EXCEPT AS PERMITTED UNDER SUCH ACT AND APPLICABLE STATE SECURITIES LAWS PURSUANT TO REGISTRATION OR EXEMPTION THEREFROM. THE COMPANY MAY REQUIRE AN OPINION OF COUNSEL, IN FORM AND SUBSTANCE SATISFACTORY TO THE COMPANY, THAT ANY PROPOSED TRANSFER OR RESALE IS PERMITTED UNDER SUCH ACT AND LAWS. INVESTORS WILL BE REQUIRED TO BEAR THE FINANCIAL RISKS OF THIS INVESTMENT FOR AN INDEFINITE PERIOD OF TIME.*

*THE SHARES REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO A MARKET STANDOFF AGREEMENT AS SET FORTH IN A CERTAIN SUBSCRIPTION AGREEMENT ENTERED INTO BY THE ISSUER WITH THE ORIGINAL HOLDER OF THESE SHARES, A COPY OF WHICH MAY BE OBTAINED AT THE PRINCIPAL OFFICE OF THE ISSUER SUCH MARKET STANDOFF AGREEMENT IS BINDING ON TRANSFEREES OF THESE SHARES.*

*Subscriber* agrees that, in order to ensure compliance with the restrictions imposed by this Agreement, the *Company* may issue appropriate "stop-transfer" instructions to its transfer agent, if any, and if the *Company* transfers its own securities, it may make appropriate notations to the same effect in its own records.

6. **Obligations Joint.** If *Subscriber* is more than one person, the obligations of

*Subscriber* shall be joint and several and the representations and warranties herein contained shall be deemed to be made by each such person.

7. **Extent Binding.** This subscription, upon acceptance by the *Company* and satisfaction of the conditions described herein, will be binding upon the representatives, successors and assigns of *Subscriber*. This Agreement constitutes the entire agreement of the parties regarding their subject matter and replaces all prior or contemporaneous agreements relating to such subject matter.

8. **California Law And Forum.** This Agreement shall be governed by and construed in accordance with the laws of the State of California, applicable to agreements made and to be performed wholly within the State of California. Any litigation in connection with this Agreement will be brought only in Santa Cruz County, California, and *Subscriber* submits to the personal jurisdiction of the courts in *such* county.

9. **Notices.** Any and all notices required or permitted to be given to a party pursuant to the provisions of this Agreement will be in writing and will be effective and deemed to provide such party sufficient notice under this Agreement on the earliest of the following: (a) at the time of personal delivery, if delivery is in person; (b) one business day after deposit with an express overnight courier for United States deliveries, or two business days after such deposit for deliveries outside of the United States; or (d) three business days after deposit in the United States mail by registered or certified mail (return receipt requested) for United States deliveries. All notices for delivery outside the United States will be sent by express courier. All notices not delivered personally will be sent with postage and/or other charges prepaid and properly addressed to the party to be notified at the address set forth below the signature lines of this Agreement or at such other address as such other party may designate in writing to the other party hereto.

10. **Information Concerning Each Subscriber.** *Subscriber* represents that the following information is true and complete with respect to each *Subscriber* (if the subscription is made by more than one person, give the information for each person).

Name(s) in which Shares are to be registered: The UCLA Foundation

EIN: 95-2250801

Social Security No. (if applicable): \_\_\_\_\_ Marital Status: \_\_\_\_\_

Residence Address & Telephone Number:

10920 Wilshire Blvd, Suite 1100 Telephone: (310) 825-6878  
Los Angeles, CA 90024

Age over 21? ☒ Yes ☐ No U.S. Citizen? ☐ Yes ☐ No  
N/A

*Subscriber's* or Grantors' income in U.S. dollars: N/A

Not Including  
Spouse's Income

Including  
Spouse's Income



Two years ago was in excess of: \$ \_\_\_\_\_ \$ \_\_\_\_\_  
One year ago was in excess of: \$ \_\_\_\_\_ \$ \_\_\_\_\_  
This year is expected to be in excess of: \$ \_\_\_\_\_ \$ \_\_\_\_\_

*Subscriber's* net worth (or the net worth of the Grantor), or joint net worth with such person's spouse, is in excess of: \_\_\_\_\_

The *Subscriber* can bear the economic risk of the investment in the Shares to be offered:

☒ Yes ☐ No

Please describe the business or financial experience of *Subscriber* or Grantors that enables such person to evaluate the risks and merits of this investment and to protect *Subscriber's* own interests in connection with an investment in the Shares: CEO of the UCLA Foundation and the  
Recommendation of the UCLA Venture Capital Fund Committee

#### Concluding Representations

***Subscriber* has read this entire Agreement, and *Subscriber* understands that this investment is illiquid, highly speculative and subject to a high degree of risk. *Subscriber* has accepted the responsibility for determining, through *Subscriber's* own investigation, all information that *Subscriber* considers pertinent in connection with this investment.**

***Subscriber* understands that certain of the Board of Directors and shareholder approvals may not yet have been obtained or made. *Subscriber* and the *Company* also understand and agree that *Subscriber's* investment in the Shares, and *Subscriber's* agreement to do so set forth herein, will not be effective until such approvals are obtained and made, whether or not the *Company* or the *Subscriber* or both have signed this Agreement.**

Each individual signing this document represents that the information set forth in this Agreement is true and complete and that no material fact has been omitted which is necessary to make the foregoing information not misleading.

This Agreement is executed on behalf of the individuals and/or trusts subscribing hereto.

Executed this June 17, 2014 at \_\_\_\_\_

\_\_\_\_\_  
Investor #1 (Signature)

\_\_\_\_\_  
Investor #2 (Signature)

Julie Sing  
Investor #1 (Print or type Name)

\_\_\_\_\_  
Investor #2 (Print or type Name)



Address: 10920 Wilshire Blvd, Suite 1100 Address: \_\_\_\_\_

Los Angeles CA 90024

See entity EIN on page 10

Investor #1 U.S. Social Security Number  
(if subject to U.S. taxes)

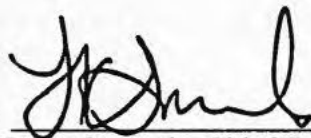
Investor #1 U.S. Social Security Number  
(if subject to U.S. taxes)

Subject to obtaining the *Company's* Board of Directors and shareholder approvals, this subscription is accepted as of:

, 2014

**PREDPOL, INC.**

By: \_\_\_\_\_



Larry Samuels, Chief Executive Officer

By: \_\_\_\_\_

Larry Samuels, Chief Executive Officer

Address: \_\_\_\_\_

**Santa Cruz, CA 95060**



**PREDPOL®**

**THE PREDICTIVE POLICING COMPANY.™**

**LIGHTHOUSE BANK  
WIRE TRANSFER INSTRUCTIONS**

The following information is provided to assist clients in routing wire transfer TO Lighthouse Bank in the most expeditious manner.

**DOMESTIC WIRE TRANSFER:**

Instruct the paying financial institution or the payor to route all domestic wire transfers to the following ABA and DDA numbers:

TO:	LGHT HSE BK SC CA
ROUTING & TRANSIT #:	121144861
FOR CREDIT OF:	PREDPOL, INC.
CREDIT ACCOUNT #:	[REDACTED]
BY ORDER OF:	[NAME OF SENDER]

**IMPORTANT:**

Wire instructions **MUST** designate your **FULL TEN DIGIT ACCOUNT NUMBER**. Wires received by Lighthouse Bank with **INCOMPLETE** or **INVALID ACCOUNT NUMBERS** *may be delayed and could possibly require return to the sending bank due to new regulations.*



THE PREDICTIVE POLICING COMPANY.™

## PredPol Series A Term Sheet

This Memorandum of Terms represents only the current thinking of the parties with respect to certain of the major issues relating to the proposed private offering and does not constitute a legally binding agreement. This Memorandum of Terms does not constitute an offer to sell or a solicitation of an offer to buy securities in any state where the offer or sale is not permitted.

### THE OFFERING

**Issuer:** PredPol, Inc. a California corporation (the "Company")

**Securities:** Series A Preferred Stock (the "Preferred")

**Valuation of the Company:** \$7,000,000 pre-money

**Amount of the offering:** up to \$2,400,000

**Number of shares:** Up to 25,000,000 shares

**Price per share:** \$0.124

### TERMS OF THE PREFERRED

**Liquidation preference:** In the event of a liquidation, dissolution or winding up of the Company, the Preferred will have the right to receive the original purchase price prior to any distribution to the common stock. The remaining assets will be distributed pro rata to the holders of common stock. A sale of all or substantially all of the Company's assets or a merger or consolidation of the Company with any other company will be treated as a liquidation of the Company.

**Conversion:** The Preferred may be converted at any time, at the option of the holder, into shares of common stock. The conversion rate will initially be 1:1, subject to customary adjustments.

**Automatic conversion:** Each share of Preferred will automatically convert into common stock, at the then applicable conversion rate, upon (i) the closing of a firmly underwritten public offering of common stock, or (ii) the consent of the holders of at least a majority of the then outstanding shares of Preferred.





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**General voting rights:** Each share of Preferred will have the right to a number of votes equal to the number of shares of common stock issuable upon conversion of each such share of Preferred. The Preferred will vote with the common stock on all matters except as specifically provided herein or as otherwise required by law.

**Protective provisions:** So long as any of the Preferred is outstanding, consent of the holders of at least 50% of the Preferred will be required for any action that: (i) alters any provision of the certificate of incorporation if it would adversely alter the rights, preferences, privileges or powers of the Preferred; (ii) changes the authorized number of shares of Preferred; or (iii) approves any merger, sale of assets or other corporate reorganization or acquisition.

## INVESTOR RIGHTS

**Right to maintain proportionate ownership:** Each holder of at least 275,000 shares of Preferred will have a right to purchase its pro rata share of any offering of new securities by the Company, subject to customary exceptions. The pro rata share will be based on the ratio of (x) the number of shares of Preferred held by such holder (on an as-converted basis) to (y) the Company's fully-diluted capitalization (on an as-converted and as-exercised basis). This right will terminate immediately prior to the Company's initial public offering or five years after the financing.

**Information rights:** As soon as practicable, the Company will deliver to each holder of at least 275,000 shares of Preferred, (i) unaudited annual financial statements and (ii) unaudited quarterly financial statements. The information rights will terminate upon an initial public offering.

**Other Matters: Market stand-off.** Holders of Preferred will agree not to effect any transactions with respect to any of the Company's securities within 180 days following the Company's initial public offering, provided that all officers, directors and 1% stockholders of the Company are similarly bound.



Dear PredPol Investors,

As we have ended October of 2014, I wanted to update you all on the results of PredPol's exhibition at the International Assoc. of Chiefs of Police (IACP) show and the overall state of the business. This update is a mid-Q4 update, the last update prior to our first annual shareholder meeting, which will be held in January 2015. At that time we will present a detailed sales and development summary, introduce the management team, reelect the PredPol Board of Directors, and present the Company's first audited financial statements. In the interim, please know that I am always available to discuss the state of the Company or other matters.

The further purpose of this letter is to make you aware of the decision to provide PredPol's existing investors the opportunity to participate in a very limited convertible debenture offering, intended to allow the Company to engage in our Series B financing without additional financial pressure.

IACP was extraordinarily successful for PredPol, beginning with a public presentation by Jeff Brantingham and George Turner, Atlanta's Chief of Police. In this presentation, attended by agencies from Louisville, Jacksonville, Chicago and other top 100 US cities, Chief Turner followed up on his recent public statement in which he credits PredPol with a 19% drop in year to date crime within the city of Atlanta.

IACP presentations and conversations included agencies/departments from the following cities: Chicago, Houston, Jacksonville, Louisville, Vancouver, Toronto, Winnipeg, Fresno, Virginia Beach, Oakland, Columbus, Milwaukee, Sacramento, Tucson, Ft. Worth, Charlotte, and Washington DC. All of the preceding are in the top 50 of North American cities in population, indicating that PredPol is reaching a new level of industry credibility and acceptance. We are still captives of the public sales cycle, meaning that the majority of revenue opportunities with these cities will be in the 2015 calendar year. That having been said, we have responded to both a Louisville and a San Jose RFP within the last two weeks, and we believe that our chances of winning both of those accounts are very high. The current 2015 revenue pipeline has about [REDACTED] in potential sales.

What this all translates to is a very positive revenue 2015 outlook of more than [REDACTED]. The sales team has provided a forecast of [REDACTED] + for Q4 2014, a fraction of the existing overall [REDACTED] + pipeline, and a number that will give PredPol revenues somewhere between [REDACTED] - [REDACTED] for the year. This having been said, with Series B financing efforts commencing in the next few weeks, I feel as if it would be prudent to secure an immediate infusion of [REDACTED] - [REDACTED] to allow the Company adequate runway (cash flow) to conduct that raise without being subjected to financial

pressures in the later stage of the raise. We may not need these monies if the revenue targets are exceeded for Q4 2014 and Q1 2015, but I am hedging our bets to insure that the Company is best positioned to secure our Series B round at maximum valuation. To that end, PredPol will be offering a limited time frame convertible debenture with the following features:

- Participation in this debenture limited to investment raised within a time frame of 4 weeks, beginning November 10, 2014 and ending December 8, 2014.
- Amount raised by this debenture limited to no more than [REDACTED].
- Participating investors will convert to Series B with a discount of 15% from the Series B financing valuation, said financing expected to close in Q1 of 2015. However, because PredPol has a sufficiently large pipeline that a Series B financing may not be needed, the debenture will have a provision for conversion at [REDACTED] pre-money valuation if the Series B round is not completed by July 1, 2015.
- Debenture will carry an interest rate of 6%
- Preference will be given to existing PredPol investors for the first three weeks. If the [REDACTED] amount is not raised by December 1, 2014, new investment monies will be allowed to participate, however, in no case will the amount of the debenture exceed [REDACTED].

I strongly believe that this convertible debenture will put PredPol in the best possible position to conduct our Series B financing, allowing the Company to maximize valuation for that financing round. In keeping with the philosophy of allowing our existing investors to protect their equity position and rewarding continued support of the Company, I am pleased to provide preferred access to all of you, albeit on a limited time frame basis. The limited time frame for this debenture is meant to allow PredPol's management team to begin concerted Series B financing efforts in early December.

I am available to discuss this opportunity with any of you and have both updated financials and sales pipelines for your review. Additionally, Brian MacDonald and Christy Brandt, PredPol's sales and engineering executives, are available for revenue or development based conversations. Please contact Jessica Cusick for either scheduling information or to secure supporting financial statements.

Best Regards,

Larry Samuels  
CEO, PredPol



September 15, 2015

Dear PredPol Investors,

As we are halfway through the third month of Q3 2015, PredPol is on track for approximately [REDACTED] in revenues, in line with the downsized projections we have had to embrace as we face the realities of the public market. The company has undergone significant reductions in headcount over the past 90 days, as well as drastic reductions in compensation for all of the executive team. At this point, most of the executive team is working for equity alone, a dramatic statement of the team's confidence in the position of PredPol in the marketplace.

While PredPol's saga could be titled "A Tale of Two Cities" (London and NY), instead of a Dickensian novel, I will attempt to provide brief summaries of the company's current state and efforts.

#### Finance

##### Q2 Revenues:

[REDACTED] in total  
[REDACTED] in renewals  
[REDACTED] in new business

##### Q3 Projections

[REDACTED] in total  
[REDACTED] in renewals  
[REDACTED] in new business

##### Q4 Projection

[REDACTED] in total  
[REDACTED] in renewals  
[REDACTED] in new business

The company's current operating expenses are approximately [REDACTED]/month and we have around [REDACTED] in cash and [REDACTED] in receivables.

For more specific financial questions or information, please email me and/or Dana Timbrook, PredPol's CFO. Our email addresses are [Larry@PredPol.com](mailto:Larry@PredPol.com) and [Dana@PredPol.com](mailto:Dana@PredPol.com).

#### Financing Status

##### Q2 2015 Convertible debenture

PredPol authorized a [REDACTED] debenture with a minimum investment of [REDACTED]. [REDACTED] has been raised to date and the company has now made the decision to lower the investment minimum. Please contact me if you are interested in exploring a follow on investment, as the terms of the

convertible are still quite attractive, particularly given the state of acquisition conversations that the company has entered into.

## Series B Investment Round

In the face of the downsizing and financial difficulties that PredPol has been encountering, our current Series B efforts have been suspended as we seek to reach a cash neutral revenue/expense position. All prospective venture investors have indicated that this is a prerequisite to their consideration. We have been repeatedly told that this prerequisite is based upon the company's focus upon the public sector, a market that the venture capital community believes to be less attractive due to sales cycles and consensus decision making processes.

## Acquisition conversations

The Company is currently in conversations with two private and three public companies, with one of those conversations already moving into the diligence phase. Management believes that there is a strong possibility that one or more of these conversations will lead to a tender offer within the next 90 days. Given the cost of maintaining a larger national and international sales and marketing effort, a necessity given the existing customer base, PredPol's board of directors believes that an acquisition is the most likely near term exit for investors.

## Sales

PredPol currently has a US sales staff of four, with contracted sales efforts in the UK augmenting the US team.

## Strategic Customer Update

London – PredPol prevailed in the London Met's latest assessment of potential vendors, a six-month test that was specifically targeting predictive accuracy. In doing so, PredPol bested companies such as Palantir and HunchLabs. Despite having won both of the Met's two processes of analysis, no immediate action towards a procurement process is being signaled by the team. I will be in the UK next week and will attempt to solicit some form of update.

NYPD – After a torturous and highly political 16 month process, I am delighted to announce that the NYPD test began last week. Despite some hiccups on their end, we are seeing very positive numbers and believe that we will be engaged in contract conversations in Q4, with likely deployment (and revenues) in 2016.

Houston – Our Houston test begins next week, in this case after a two-year process of consideration. The HPD test is a 30-day predictive test, to be followed by a limited deployment pilot and projected full deployment in 2016. There may be limited revenues derived from HPD in Q4, but we believe that city-wide deployment and revenues are more likely to occur in Q1 of 2016.

Dallas – Dallas's Chief of Police has asked his team to bring predictive policing to DPD, but after having several meetings and projecting a Q4 deployment, the Dallas PD just reorganized their command staff, postponing further discussions until mid-October. The PredPol sales team believes that we are very well positioned with this account, but now project Dallas as a Q1 2016 opportunity.

Arizona – As many of you know, PredPol was working with the president of the Arizona Senate to sponsor a [REDACTED] funding for predictive policing in AZ. That legislation passed both the house and senate, but was vetoed by the governor due to the addition of a rider on border funding. Current plans in AZ are to provide state funding for a set of target cities in the 2016 state budget. I expect to be traveling to AZ in early October to meet with the governor's office and members of the AZ house and senate.

Oakland – After two years of work, the Oakland city council approved funding for PredPol in the FY 2015 and FY 2016 budget in July. Despite the funding, Oakland PD has yet to begin a procurement process, largely due to command staff re-shuffling. We believe that OPD will initiate procurement in Q4 and have projected [REDACTED] in Q4 revenues.

Manchester (UK) – We have had a series of conversations around a pilot with the Greater Manchester Police, leading to projections of a pilot with potential revenues in Q4 of this year. I will be meeting with GMP command staff next week and should have a more accurate picture of near term revenue potential. All UK law enforcement is in the midst of a second sequential mandate of a 20% reduction in spending. In theory this should bode well for PredPol.

### Development

PredPol's core team of five engineers has made huge strides over the past nine months, largely retooling the code base to allow for more consistent performance and a scalable architecture. In addition to our core predictive product, PredPol now has a compelling set of command staff analytics tools. Upon seeing these tools last month, the chief of Fresno PD stated that there was nothing comparable to PredPol in the law enforcement market.

PredPol's mobile product is in beta at LAPD currently. Mike Leavy, PredPol's Director of Mobile Strategy and Development is working to flesh out the product feature set and allow the current iOS product to be deployed in both the Android and Windows mobile environment. PredPol believes that mobile deployment in law enforcement will skyrocket in 2016/2017, meaning that a mobile version of our product will be a strong competitive advantage.

### Facilities

We have downsized our office in the face of our current austerity practices, but are still located in the Wrigley building on the west side of Santa Cruz.

### Current Management Priorities

After a painful process of downsizing, PredPol management is focused upon maintaining communications with our core team and stabilizing morale. Despite being relatively to the edge from a cash position, the current revenues and prospective near term wins lead us to believe that we will continue to turn the corner and become cash flow positive some time in the next two quarters.

The entire management team is involved in customer support, sales, and most recently, conversations with potential partners/acquirers. I am still engaged in a series of conversations with potential investors, but until we achieve cash neutrality I have suspended conversations with venture



investors. Despite this I am available to meet with any potential investors, should any of you have a relationship with a potential investor that you believe that I should pursue.

#### How can you help?

Well the story of PredPol is one of very slow sales cycles, very large early stage tech debt (the industry lingo for computer code that has to be rewritten or products that have to be re-architected), and a reprioritization of law enforcement technology spending towards body worn video (the post-Ferguson reality) As such, despite still being the clear industry leader, we have had to slow our growth substantially to allow survival.

Clearly, we need to be acquired or secure additional financing if we are to grow more rapidly, although we are now in a position to survive on current revenue levels. Support for the current convertible debenture is one of the ways that our current investors can help the company, as is facilitating introductions to other potential funders or acquirers.

#### Last thoughts

When I joined PredPol nearly two years ago, the company was in test with the London Met. Three months later, NYPD asked us to enter into tech review and deployment conversations. For me to detail the various detours and dramas that these two accounts have visited upon PredPol would indeed be a novel of Dickensian proportions. We have succeeded in every task and test set forward by these accounts thus far, but have yet to enter into contract with either of them. While that is likely to finally change in the next six months, what this illustrates is the realities of selling a technology solution into a bureaucratic and highly unionized environment with an inherent suspicion towards technology.

Given the state of PredPol's current product and the team of committed employees, I have every reason to believe that we will prevail in our mission of fulfilling the potential for PredPol investors. Whether that is as part of a larger company or as a slower growth independent entity, the future will tell. But, based upon the encouragement I have received from PredPol investors over the past two months, I can assure you that your support is deeply appreciated.

Best Personal Regards,

Larry Samuels  
CEO, PredPol

**PREDPOL, INC.**

**Written Consent of the Series A Preferred Stock Shareholders**

The undersigned, being the holders of a majority of the outstanding shares of Series A Preferred Stock of PredPol, Inc., a California corporation (the "Company"), hereby consent to the adoption of the following recitals and resolutions without a meeting, pursuant to Section 603 of the California Corporations Code and Article II, Section 9, of the Bylaws of the Company.

**Proposed Equity Offering**

**Whereas**, it is in the Company's best interests to raise approximately \$3,000,000.00 of additional working capital through the sale and issuance of shares of new Series B Preferred Stock (the "Series B Preferred"), at the price of \$0.05889 per share, as more fully described in the Term Sheet attached hereto as Exhibit "A" (such sale and issuance being referred to below as the "Financing"); and

**Whereas**, the Financing is critical to the Company's interests as it will provide necessary funding for ongoing operations and will also enable the Company to meet its obligations with respect to its outstanding convertible debt; and

**Whereas**, the Series A Preferred shareholders recognize and affirm that the rights and preferences of the Series B Preferred Stock in a number of respects will be superior to the rights and preference of the Series A Preferred Stock; and

**Whereas**, to permit the Company to consummate the Financing and to authorize the issuance of the Series B Preferred, it will be necessary to amend and restate the Company's existing Articles of Incorporation in order to increase authorized shares by 100,000,000 to 200,000,000 and to approve the Financing; and

**Whereas**, the Financing has been approved by the Company's Board of Directors.


**It is Therefore Resolved**, that the Series A Preferred Shareholders consent to the authorization and issuance by the Company of Series B Preferred Stock in accordance with the Term Sheet and consent to the Company amending and restating its Articles of Incorporation accordingly.

The undersigned, being the holders of a majority of the Company's outstanding Series A Preferred Stock, hereby consent to and approve the adoption of the foregoing


recitals and resolution effective as of the last date written below. This consent may be executed in any number of counterparts, each of which when so executed and delivered to the Company shall be deemed an original, and such counterparts together shall constitute one document.

The foregoing consent is expressly made subject to the exercise of any protective provisions previously granted by the Company to the Series A Preferred shareholders to maintain their pro rata share of new securities under and pursuant to those certain Right of First Offer Agreements executed between the Company and the Series A Preferred shareholders.


Date signed: \_\_\_\_\_

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



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Date signed: \_\_\_\_\_

Signature: QFL

Name: Sina, Julie A.

On Behalf of: The UCLA Foundation

Date signed: \_\_\_\_\_

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

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I.

