

Investor Benefit Agreement

This Investor Benefit Agreement (“**Agreement**”), is effective as of [_____] (the “**Effective Date**”) by and between [Spikes Beverage Co., LLC _____] (“**Company**”), a [Ohio _____] (*state*) corporation, and [_____], an individual resident of the state of [_____], (“**Investor**”). For good and valuable consideration the receipt and sufficiency of which the parties acknowledge, the parties hereby agree as follows:

1. **Investment Agreement.** On or before the Effective Date, Company and Investor entered into a:

- Wunderfund Loan Agreement
- Wunderfund Revenue Loan Agreement
- Wunderfund SAFE (Simple Agreement for Future Equity)
- Wunderfund Equity Investment Agreement
- Other: _____

dated [_____] (the “**Investment Agreement**”) pursuant to which Investor invested in or loaned Company [U.S.\$ _____] (the “**Investment Amount**”).

2. **Investment Benefits.** By entering into the Investment Agreement, Company may offer Investor one or more of the following benefits as described in **Exhibit A** attached.

3. **Term.** This Agreement, and all of the terms set forth in this Agreement, will terminate upon the termination date of the Investment Agreement.

4. **General Provisions**

a. **Governing Law.** This Agreement shall be governed by the laws of the State of [Ohio], excluding its conflict of law provisions. For any disputes arising out of this Agreement, the parties consent to the personal and exclusive jurisdiction of, and venue in, the state and federal courts located in [Ohio] [STATE].

b. **Severability.** If any provision of this Agreement is, for any reason, held to be invalid or unenforceable, the other provisions of this Agreement will be unimpaired and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law.

c. **No Assignment.** This Agreement and Contractor’s rights and obligations under this Agreement may not be assigned, delegated, or otherwise transferred, in whole or in part, by operation of law or otherwise, by Investor without Company’s express prior written consent. Any attempted assignment, delegation, or transfer in violation of the foregoing will be null and void.

d. **Notices.** Each party must deliver all notices, consents, and approvals 1 or permitted under this Agreement in writing to the other party at the address listed

in the preamble by courier, by certified or registered mail (postage prepaid and return receipt requested), or

- e. by a nationally-recognized overnight carrier. Notice will be effective upon receipt or refusal of delivery. Each party may change its address for receipt of notice by giving notice of such change to the other party.
- f. **Waiver.** All waivers must be in writing and signed by the party waiving any rights. Any waiver of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.
- g. **Entire Agreement; Amendments.** This Agreement is the final, complete, and exclusive agreement of the parties with respect to the subject matter hereof and supersedes and merges all prior or contemporaneous communications and understandings between the parties. No modification of or amendment to this Agreement will be effective unless in writing and signed by the party to be charged.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

(“COMPANY”) Spikes Beverage Co., LLC

(“INVESTOR”)

Signed: 

Signed: _____

Name: Daniel Twyman

Name: _____

Address: 6199 Winding Creek Blvd

Address: _____

Liberty Township, OH 45011

Exhibit A - Investment Benefits

The Company will provide investors perks based on the thresholds of their investment as per the following table:

\$100: Grillmaster

- 3x Spikes 3 packs (choice of flavor)
- Spikes Logo Cooler
- Spikes Logo Reusable Plastic Cup

Have confidence in your share of Spikes as you enjoy a few ice-cold beverages by the grill.

\$500: Concert Goer

- All of the above plus:
- More Spikes (6x Spikes 3 pack)
 - 2x Spikes T-shirts
 - More cups (3x Spikes Logo Plastic Cups)

Share Spikes with your friends at your next concert or ballgame - along with some swag to show off the new company you own!

\$1,000: Basement Barmaster

- All of the above plus:
- 4x Spikes Logo Pint Glasses
 - 12" Spikes Logo Tin Sign
 - Spikes Promo Poster

Complete your basement bar with wall art and glasswear that feature the logo of your new company!

\$5,000: Tailgater

- All of the above plus:
- Free Beer (24 pack)
 - More Spikes (Full case of 45)
 - More cups (50x Spikes logo plastic cups)
 - More shirts (4x Spikes logo T-shirts)

\$5,000 For you larger investors, we'll stock your tailgate with enough Spikes, cups, and beer to supply your tailgate. Great way to celebrate the first game of the year!

\$10,000: Backyard Bash

- All of the above plus:
- More Spikes (2 full cases of 45 = 90 Spikes)
 - More Beer (Keg of your choice)
 - More Cups (100x Spikes logo plastic cups)

At this level, you are with Spikes for the long haul. We will help you host a HUGE party to celebrate your new product with friends and family!