**[COMPANY NAME]**

**REVOCABLE PROXY AND POWER OF ATTORNEY**

This Revocable Proxy and Power of Attorney (this “***Agreement***”) is dated as of \_\_\_\_\_\_\_\_\_\_\_, 2021, and is by and among the undersigned stockholder (the “***Stockholder***”) of [COMPANY NAME] (the “***Company***”), [FOUNDER NAME] (“***Founder***”).

1. **Voting.**
	1. **Voting Arrangement on Shares.** Stockholder hereby agrees that, from the date hereof until the termination of this Agreement in accordance with Section 2 (the “***Proxy Term***”), Proxyholder (as defined below) shall vote or not vote all shares of capital stock of the Company held by Stockholder or hereafter acquired by Stockholder (collectively, “***Shares***”) on any matter that is not a Material Matter (as defined below) in Proxyholder’s sole discretion.

As used in this Agreement, “Material Matter” means any matter submitted to a vote of stockholders of the Company at a meeting of stockholders or through the solicitation of a written consent of stockholders (whether of any individual class of stock or of multiple classes of stock voting together) that (i) waives, modifies, or amends any material rights of Stockholder related to the Shares or the agreements between the Stockholder and the Company; (ii) if the shares are in the form of preferred stock, that exercises any option to convert into common stock of the Company; (iii) involves a matter in which the Founder has an actual or potential conflict of interest, as determined by the Investment Adviser (as defined in Stockholder’s Limited Partnership Agreement); or (iv) approves a deemed liquidation event.

* 1. **Appointment of Proxyholder.** “***Proxyholder***” shall mean Founder; provided in each case that Founder is an employee of the Company.
	2. **Grant of Revocable Proxy.** To secure Stockholder’s obligations to vote its Shares in accordance with this Agreement, Stockholder hereby appoints Proxyholder as its proxy, during and for the Proxy Term, as Stockholder’s true and lawful attorney-in-fact, for and in Stockholder’s name, place and stead, to vote its Shares at any annual, special or other meeting of the stockholders of the Company called to vote, and at any adjournment or postponement thereof, and in connection with any action of the stockholders of the Company taken by written consent, in each case subject to the limitations set forth in Section 1.1.
1. **Attorney-in Fact Designation**.
	1. Except in such case as the action constitutes a Material Action, Stockholder also hereby constitutes and appoints Proxyholder as its true and lawful attorney-in-fact to take any of the following actions: (a) execute or decline to execute, at Proxyholder’s discretion, documents for and on behalf of Stockholder in Stockholder’s capacity as a holder of the Shares; (b) exercise or fail to exercise any rights or obligations attached to any and all Shares on behalf of Stockholder which may be necessary or desirable to exercise (or fail to exercise) in Stockholder’s capacity as holder of the Shares; (c) take any other action of any type whatsoever in connection with the foregoing which, in the opinion of Proxyholder, may be of benefit to, in the best interest of, or legally required by, Stockholder, it being understood that the documents executed by Proxyholder on behalf of Stockholder pursuant to this Agreement shall be in such form and shall contain such terms and conditions as such Proxyholder may approve in such Proxyholder’s discretion; and (d) receive all notices and communications with respect to the above (except insofar as the notices and communications concern a Material Action), including, without limitation, notices of any Stockholders Meeting (including any adjournment or postponement thereof) or any written resolution or consent in lieu thereof. “***Stockholders Meetings***” shall mean any meeting of the shareholders of the Company, however called, whether an extraordinary or annual meeting and whether of the share capital as one class or of any class thereof (and including any adjournment or postponement thereof), or any act or consent of shareholders of the Company (whether of the share capital as one class or of any class thereof).
2. **Termination.**
	1. **General.** Subject to Sections 3.2 below, this Agreement (including the proxy granted pursuant to Section 1.3 hereof (the “***Proxy***”) shall continue and remain in effect until the consummation of (a) a transaction that is deemed to occasion a liquidation, dissolution or winding up of the Company, (b) three days after receipt by the Company and Proxyholder of written notice by the Stockholder if Stockholder desires to terminate this Agreement or (c) the sale by the Company of its capital stock to the public pursuant to an effective registration statement under the Securities Act of 1933, as amended. Following either of the events described in this Section 3.1 or 3.2, this Agreement (including the Proxy) shall terminate in its entirety, and neither any Founder, Proxyholder nor Stockholder shall have any further rights or obligations hereunder.
	2. **Founder Employment Termination.** This Agreement (including the Proxy) shall terminate in its entirety, and neither any Founder, Proxyholder nor Stockholder shall have any further rights or obligations hereunder, in the event that Founder shall have ceased to be an employee of the Company.
3. **Miscellaneous.**
	1. **No Ownership Interest.** Except as provided for in this Agreement, nothing contained in this Agreement shall be deemed to vest in any party other than Stockholder any direct or indirect ownership or incidence of ownership of or with respect to any of the Shares held by the Stockholder and all rights, ownership and economic benefits of and relating to such Shares shall remain vested in and belong to the Stockholder.
	2. **Interpretation.** The words “hereof,” “herein” and “hereunder” and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and Section references are to this Agreement unless otherwise specified. Whenever the words “include,” “includes” or “including” are used in this Agreement, they shall be deemed to be followed by the words “without limitation.” No provision of this Agreement shall be construed to require Stockholder or Founder or any of their respective affiliates to take any action that would violate any applicable law.
	3. **Severability.** If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any applicable law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party.
	4. **Entire Agreement.** This Agreement constitutes the entire agreement of the parties and supersedes all prior agreements and undertakings, both written and oral, between the parties, or any of them, with respect to the subject matter hereof, including without limitation any prior proxy or commitment to provide a proxy with respect to the Company’s capital stock.
	5. **Parties in Interest.** This Agreement shall be binding upon and inure solely to the benefit of each party hereto and their respective successors and assigns, and nothing in this Agreement, express or implied, is intended to or shall confer upon any other person any right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.
	6. **Governing Law.** This Agreement and any controversy arising out of or relating to this Agreement shall be governed by and construed in accordance with the General Corporation Law of the state of Delaware as to matters within the scope thereof, and as to all other matters shall be governed by and construed in accordance with the laws of the state of California, without giving effect to principles of conflicts of law.
	7. **Counterparts.** This Agreement may be executed in two or more counterparts, including facsimile counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.
	8. **Amendment.** Except as expressly provided herein, neither this Agreement nor any term hereof may be amended, waived, discharged or terminated other than by a written instrument referencing this Agreement and signed by the Stockholder and Founder.

*[Signature Page Follows]*

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

**the company:**

[COMPANY]

By:

[FOUNDER]
Chief Executive Officer

Address:

 **The Founder:**

 [FOUNDER]

Address:

Email:

***[[COMPANY NAME]. Revocable Proxy]***

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

**Stockholder:**

**EXAMPLE Fund I, a SERIES OF ANGELLIST FUNDS, LP**

 (PRINT NAME)

 (Signature)

***[[COMPANY NAME]. Revocable Proxy]***