UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, DC 20549

FORM 8-K

CURRENT REPORT PURSUANT
TO SECTION 13 OR 15(d) OF THE
SECURITIES EXCHANGE ACT OF 1934

Date of report (Date of earliest event reported): June 3, 2019

PHUNWARE, INC.
(Exact name of registrant as specified in its charter)

Delaware	**001-37862**	**26-4413774**
(State or other jurisdiction of incorporation)	(Commission File Number)	(IRS Employer Identification No.)

7800 Shoal Creek Blvd, Suite 230-S, Austin, Texas	**78757**
(Address of principal executive offices)	(Zip Code)

(512) 693-4199
(Registrant's Telephone Number, Including Area Code)

Not Applicable
(Former Name or Former Address, if Changed Since Last Report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company ☒

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	**Trading Symbol(s)**	**Name of each exchange on which registered**
Common Stock, par value $0.0001 per share	PHUN	The NASDAQ Capital Market
Warrants to purchase one share of Common Stock	PHUNW	The NASDAQ Capital Market

Item 1.01 Entry Into a Material Definitive Agreement.

On June 3, 2019, Phunware, Inc. (the "Company") entered into a Note Purchase Agreement (the "Purchase Agreement") with an investor (together with any subsequent investors, the "Investors") for the sale of convertible promissory notes, convertible into shares of the Company's common stock at a price of $11.50 per share (each a "Note, and together, the "Notes"). Consideration for the Notes may be paid in the form of cash or, in the Company's sole discretion, cryptocurrency. Each Investor who pays with cryptocurrency will also enter into a Cryptocurrency Payment Agreement with the Company (the "Payment Agreement") setting forth the terms and conditions under which the cryptocurrency will be accepted. At the initial closing on June 3, 2019, the Company issued a Note in the principal amount of $250,000.00. The Company may hold subsequent closings until June 2, 2020. The Company may not issue Notes under the Purchase Agreement in excess of $20 million, in the aggregate, unless otherwise agreed by the holders of a majority in interest of the principal outstanding under the Notes.

The Notes mature on June 3, 2024, and bear ordinary interest at a rate of 7% per annum. Interest under the Notes is payable quarterly beginning on September 30, 2019, and interest and principal under the Notes is payable monthly beginning on June 30, 2021. However, at the holder's election, interest payments may be deferred until the earlier of (i) repayment in full of all remaining unpaid principal, and (ii) conversion. Each Note will convert voluntarily upon a holder's election, or automatically upon the occurrence of the following events: (a) the closing sale price of the Company's common stock equals or exceeds $17.25 per share for 20 out of 30 consecutive trading days, and (b) a registration statement is then in effect covering the disposition of the converted shares. Assuming Notes in an aggregate principal amount of $20 million are sold under the Purchase Agreement, and assuming that all interest payments are deferred until maturity, the Notes would be convertible to a maximum total of approximately 2,347,826 shares of the Company's common stock.

The forms of the Note, the Purchase Agreement, and the Payment Agreement are attached as Exhibits 4.1, 10.1, and 10.2, respectively, to this Current Report on Form 8-K and are incorporated herein by reference. The descriptions of the Purchase Agreement, the Notes, and the Payment Agreement set forth above are subject to, and qualified in their entirety by, the exhibits attached hereto. These forms are incorporated herein by reference only to provide investors with the terms of such documents and not to provide investors with any other factual information regarding the Company or its business, and should be read in conjunction with the disclosures in the Company's periodic reports and other filings with the Securities and Exchange Commission.

Item 2.03 Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement.

The information provided in response to Item 1.01 above is hereby incorporated by reference into this Item 2.03.

Item 3.02 Unregistered Sales of Equity Securities.

As more fully described in Item 1.01 above, which disclosure is hereby incorporated by reference into this Item 3.02, the Company agreed to issue the Notes to Investors, all of whom are accredited investors, in reliance on the exemption from registration provided by Section 4(a)(2) of the Securities Act of 1933, as amended (the "Securities Act"), and Rule 506 of Regulation D promulgated thereunder. The Company will rely on this exemption from registration based in part on representations made by the Investors. The net proceeds to the Company from the offering of the Notes will be used for general working capital. The Notes have not been and will not be registered under the Securities Act or applicable state securities laws and may not be offered or sold in the United States absent registration under the Securities Act or an exemption from such registration requirements. Neither this Current Report on Form 8-K nor any exhibit attached hereto shall constitute an offer to sell or the solicitation of an offer to buy the Notes or any other securities of the Company.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

Exhibit Number	Description
4.1*	Form of Convertible Promissory Note
10.1*	Form of Purchase Agreement
10.2*	Form of Cryptocurrency Payment Agreement

* Filed herewith.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the Company has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

PHUNWARE, INC.

Dated: June 4, 2019

By: /s/ Alan S. Knitowski
Alan S. Knitowski
Chief Executive Officer

Exhibit 4.1

THIS NOTE AND THE SECURITIES ISSUABLE UPON THE CONVERSION HEREOF HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "**ACT**"). THEY MAY NOT BE SOLD, OFFERED FOR SALE, PLEDGED, HYPOTHECATED OR OTHERWISE TRANSFERRED EXCEPT PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE ACT, AN OPINION OF COUNSEL SATISFACTORY TO THE COMPANY THAT REGISTRATION IS NOT REQUIRED UNDER THE ACT OR A SALE IN COMPLIANCE WITH RULE 144 UNDER THE ACT.

CONVERTIBLE PROMISSORY NOTE

No. PN-[__] Date of Issuance:
$[_____] [_____], 2019

FOR VALUE RECEIVED, Phunware, Inc., a Delaware corporation (the "**Company**"), hereby promises to pay to the order of [_____] (the '**Lender**") the principal sum of [_____] ($[_____]), together with interest thereon from the date of this Note. Interest shall accrue at a rate of seven percent (7%) per annum. Interest shall be computed on the basis of a year of three hundred sixty-five (365) days for the actual number of days elapsed. Unless earlier converted into Conversion Shares pursuant to Section 2 of that certain Note Purchase Agreement by and among the Company, the Lender and certain other lenders dated as of June 3, 2019 (the " **Purchase Agreement**"), the principal and accrued interest shall be due and payable by the Company as follows:

Commencing on the First Payment Date and continuing on each Interest Payment Date thereafter until June 1, 2021, all unpaid and accrued interest shall be payable quarterly in arrears as it accrues on the outstanding principal; and

Beginning June 30, 2021, equal monthly installments of principal and interest shall be due and payable on the last day of each month, with principal payments amortized over a three year period, with a final installment consisting of all remaining unpaid principal and accrued interest due and payable in full on the Maturity Date.

Notwithstanding anything to the contrary set forth in this Note: (i) the Lender may elect to defer payment by the Company of all unpaid and accrued interest under this Note by providing written notice to the Company of such election; and (ii) on any such election, all unpaid and accrued interest under this Note shall be due and payable on the earlier to occur of (a) the payment in full of all remaining unpaid principal, and (b) the conversion of this Note pursuant to Section 2 of the Purchase Agreement. For the avoidance of doubt, on any conversion of this Note pursuant to the preceding clause (b), any interest so deferred shall be converted into Conversion Shares, along with all remaining unpaid principal, on the terms set forth in Section 2 of the Purchase Agreement.

This Note is one of a series of Notes issued pursuant to the Purchase Agreement, and capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Purchase Agreement.

1. Payment. All payments made by the Company shall be made in lawful money of the United States of America at the principal office of the Company, or at such other place as the holder hereof may from time to time designate in writing to the Company. Payment shall be credited first to accrued interest due and payable and any remainder applied to principal.

2. No Security. This Note is a general unsecured obligation of the Company.

3. Conversion of the Notes. This Note and any amounts due hereunder shall be convertible into Conversion Shares in accordance with the terms of Section 2 of the Purchase Agreement. As promptly as practicable after the conversion of this Note pursuant to Section 2 of the Purchase Agreement, upon surrender of this Note the Company at its expense shall either, at the Company's option, (i) issue and deliver to the holder of this Note a certificate or certificates for the number of whole Conversion Shares issuable upon such conversion, or (ii) cause the Company's transfer agent to provide to the holder of this Note a book-entry statement evidencing the Conversion Shares issuable upon such conversion. The Company covenants that all Conversion Shares issued upon conversion of this Note will, upon issuance, be validly issued, fully paid and nonassessable, and free from all taxes, liens, and charges caused or created by the Company with respect to the issue thereof.

4. Amendments and Waivers; Resolutions of Dispute; Notice. The amendment or waiver of any term of this Note, the resolution of any controversy or claim arising out of or relating to this Note, and the provision of notice pursuant to this Note shall be conducted pursuant to the terms of the Purchase Agreement.

5. Successors and Assigns. This Note applies to, inures to the benefit of, and binds the successors and assigns of the parties hereto. Any transfer of this Note may be effected only pursuant to the terms of the Purchase Agreement and by surrender of this Note to the Company and reissuance of a new note to the transferee. The Lender and any subsequent holder of this Note receives this Note subject to the foregoing terms and conditions, and agrees to comply with the foregoing terms and conditions for the benefit of the Company and any other Lenders.

6. Directors and Officers Not Liable. In no event shall any director or officer of the Company be liable for any amounts due and payable pursuant to this Note.

7. Governing Law. This Note shall be governed by and construed under the laws of the State of Delaware as applied to other instruments made by Delaware residents to be performed entirely within the State of Delaware.

WAIVER OF JURY TRIAL: EACH PARTY HEREBY WAIVES ITS RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS NOTE, THE PURCHASE AGREEMENT, THE UNDERLYING SECURITIES OR THE SUBJECT MATTER HEREOF OR THEREOF. THE SCOPE OF THIS WAIVER IS INTENDED TO BE ALL-ENCOMPASSING OF ANY AND ALL DISPUTES THAT MAY BE FILED IN ANY COURT AND THAT RELATE TO THE SUBJECT MATTER OF THIS TRANSACTION, INCLUDING, WITHOUT LIMITATION, CONTRACT CLAIMS, TORT CLAIMS (INCLUDING NEGLIGENCE), BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW AND STATUTORY CLAIMS. THIS SECTION HAS BEEN FULLY DISCUSSED BY EACH OF THE PARTIES HERETO AND THESE PROVISIONS WILL NOT BE SUBJECT TO ANY EXCEPTIONS. EACH PARTY HERETO HEREBY FURTHER WARRANTS AND REPRESENTS THAT SUCH PARTY HAS REVIEWED THIS WAIVER WITH ITS LEGAL COUNSEL, AND THAT SUCH PARTY KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL.

8. Severability. If any provision of this Note is determined to be invalid, illegal or unenforceable, in whole or in part, the validity, legality and enforceability of any of the remaining provisions or portions of this Note shall not in any way be affected or impaired thereby and this Note shall nevertheless be binding between the Company and the Lender.

9. Event of Default. If any Event of Default (as defined below) occurs, at the option and upon the written notice by the Majority Noteholders to the Company (which election and notice shall not be required in the case of an Event of Default under Section 9(c)), this Note shall accelerate and all principal and unpaid accrued interest shall be due and payable, and the holder of this Note may enforce payment of all amounts due and owing under this Note and exercise all remedies granted to it at law, in equity, or otherwise. The occurrence of any one or more of the following shall constitute an "**Event of Default**":

a. The Company fails to pay any of the principal due under this Note within thirty (30) days after the date that any such amount becomes due and payable, and such failure has continued for more than thirty (30) days after the Company's receipt of written notice of such failure;

b. The Company fails, on at least three (3) consecutive Interest Payment Dates, to pay the interest due under this Note within ten (10) days after the applicable Interest Payment Date, and the Company fails to bring such interest payments current within thirty (30) days after the Company's receipt of written notice requesting same; provided, however, that this Section 9(b) shall not apply if the Lender has previously elected in writing to defer the payment of interest as contemplated by this Note;

c. The Company files any petition or action for relief under any bankruptcy, reorganization, insolvency or moratorium law or any other law for the relief of, or relating to, debtors, now or hereafter in effect, or makes any assignment for the benefit of creditors or takes any corporate action in furtherance of any of the foregoing; or

d. An involuntary petition is filed against the Company (unless such petition is dismissed or discharged within sixty (60) days under any bankruptcy statute now or hereafter in effect), or a custodian, receiver, trustee, assignee for the benefit of creditors or other similar official is appointed to take possession, custody or control of any property of the Company.

(*signature page follows*)

IN WITNESS WHEREOF, the Company has executed this Note as of the date first written above.

COMPANY:

PHUNWARE, INC.

By: _____
Alan S. Knitowski, Chief Executive Officer

Exhibit 10.1

NOTE PURCHASE AGREEMENT

THIS NOTE PURCHASE AGREEMENT (the "**Agreement**") is made as of June 3, 2019 (the "**Effective Date**"), by and among Phunware, Inc., a Delaware corporation (the "**Company**"), and the lenders named on the Schedule of Lenders attached hereto as Schedule I (the "**Schedule of Lenders**") (each, a "**Lender**," and collectively, the "**Lenders**"). Capitalized terms not otherwise defined in this Agreement shall have the meanings ascribed to them in Section 1.

WHEREAS, each Lender intends to provide the Consideration (as defined below) to the Company as set forth opposite the name of each Lender on the Schedule of Lenders; and

WHEREAS, the parties wish to provide for the sale and issuance of the Notes (as defined below) in exchange for the provision by the Lenders of the Consideration to the Company.

NOW, THEREFORE, the parties hereby agree as follows:

1. Definitions.

(a) "**Common Stock**" shall mean the Company's Common Stock, $0.0001 par value per share.

(b) "**Consideration**" shall mean the purchase price paid by each Lender pursuant to this Agreement. Consideration shall be paid in the form of US dollars; provided, however, that the Company shall have the sole discretion to accept payment of the purchase price by each Lender in Cryptocurrency in lieu of US dollars.

(c) "**Conversion Price**" shall equal $11.50 per share (as may be adjusted for stock splits, stock dividends, combinations, subdivisions, recapitalizations, or the like).

(d) "**Conversion Shares**" shall mean shares of Common Stock.

(e) "**Cryptocurrency**" means Bitcoin (**BTC**), Ether (**ETH**), or another type of cryptocurrency or other digital asset accepted by the Company in its sole discretion as payment of the purchase price by each Lender.

(f) "**Cryptocurrency Payment Agreement**" means the separate and additional agreement to be signed by the Company and each Lender from whom the Company will accept payment of the purchase price in Cryptocurrency in lieu of US dollars.

(g) "**First Payment Date**" shall mean September 30, 2019.

(h) "**Interest Payment Date**" shall mean the last day of each calendar quarter.

(i) "**Majority Noteholders**" shall mean the holders of a majority in interest of the aggregate principal amount of the Notes then outstanding.

(j) "**Maturity Date**" shall mean, with respect to each Note issued under this Agreement, June 3, 2024.

(k) "**Notes**" shall mean the promissory notes issued to the Lenders pursuant to Section 2 in the form attached hereto as Exhibit A.

(l) "**Person**" shall mean any individual, corporation, partnership, trust, limited liability company, association, or other entity.

(m) "**Principal Market**" shall mean the Nasdaq Capital Market; provided, however, that in the event that the Common Stock is ever listed or traded on the Nasdaq Global Market, the Nasdaq Global Select Market, the New York Stock Exchange, the NYSE Amex, OTCQB, or OTCQX (or any successor to any of the foregoing), then the "**Principal Market**" shall mean such other market or exchange on which the Company's Common Stock is then listed or traded.

(n) "**Securities Act**" shall mean the Securities Act of 1933, as amended.

(o) "**Trading Day**" shall mean a day on which the Principal Market is open for trading.

2. Issuance of Notes. In exchange for the Consideration paid by each Lender and upon the execution and delivery of the Note Purchase Agreement by each Lender, the Company shall sell and issue to such Lender one or more Notes. Each Note shall have a principal equal to the Consideration paid by such Lender for such Note as set forth in the Schedule of Lenders. Notwithstanding the foregoing, if the Company elects to accept Consideration in the form of Cryptocurrency, the principal shall be expressed in US dollars and valued in accordance with the Cryptocurrency Payment Agreement. Each Note shall be convertible into Conversion Shares pursuant to this Section 2. The Company shall not issue Notes in excess of $20,000,000.00 in the aggregate unless otherwise agreed by the Majority Noteholders.

2.1 Automatic Conversion of Notes. In the event that (i) the closing sale price of the Common Stock on the Principal Market equals or exceeds $17.25 per share for twenty (20) out of any thirty (30) consecutive Trading Days, and (ii) a registration statement under the Securities Act is then in effect to cover the disposition of the Conversion Shares, then the outstanding principal and unpaid accrued interest on each Note shall be automatically converted into the requisite number of Conversion Shares. The requisite number of Conversion Shares to be issued upon such conversion of a Note shall be equal to the quotient obtained by dividing (x) the outstanding principal and unpaid accrued interest on such Note as of the date of such conversion by (y) the Conversion Price, which quotient shall be rounded down to the nearest whole share.

2.2 Optional Conversion of Notes. At any time at the election of the holder, such holder's Note will convert into that number of Conversion Shares equal to the quotient obtained by dividing (x) the outstanding principal and unpaid accrued interest on such Note as of the date of such conversion by (y) the Conversion Price, which quotient shall be rounded down to the nearest whole share.

2.3 Restriction on Conversion. Notwithstanding anything to the contrary set forth in Section 2.1 or Section 2.2, no conversion shall be effected under this Section 2 at any time prior to the Final Closing without the Company's prior written consent.

2.4 Mechanics of Conversion. The Company shall not be required to issue or deliver any Conversion Shares to a holder of a Note until such holder has surrendered such Note to the Company or has provided an affidavit of loss reasonably acceptable to the Company.

2.5 Authorized Stock. The Company shall use its best efforts to authorize a sufficient number of shares of Common Stock for issuance pursuant to conversion under this Section 2.

2.6 Prepayment; Pro Rata Payment. Prepayment of principal, together with unpaid accrued interest, may be made at any time, without penalty, at the Company's option. The Notes shall be pari passu in right of payment with respect to each other. All payments to the Lenders under the Notes shall be made on a pro rata basis among the Lenders based upon the aggregate principal and unpaid accrued interest on the Notes outstanding immediately prior to any such payments.

3. Closing Mechanics.

3.1 Initial Closing. The initial closing of the sale of the Notes in return for the Consideration paid by each Lender (the "**Initial Closing**") will take place remotely via the exchange of documents and signatures on the date of this Agreement, or at such other time and place as the Company shall designate. At the Initial Closing and each Subsequent Closing, each Lender will deliver the Consideration to the Company and the Company will deliver to each Lender one or more executed Notes in return for the respective Consideration provided to the Company.

3.2 Subsequent Closing. In any subsequent closing (each, a "**Subsequent Closing**"), the Company may sell additional Notes subject to the terms of this Agreement to any Lender as it shall select; provided that such sale will not take place later than June 2, 2020, unless otherwise agreed by the Majority Noteholders. Any subsequent purchaser of Notes shall become a party to, and shall be entitled to receive Notes in accordance with, this Agreement. Each Subsequent Closing shall take place at such locations and at such times as shall be mutually agreed upon orally or in writing by the Company and such purchasers of additional Notes. The Schedule of Lenders will be updated to reflect the additional Notes purchased at each Subsequent Closing and the parties purchasing such additional Notes. The last Subsequent Closing effected under this Agreement shall be referred to herein as the "**Final Closing**."

4. Representations and Warranties of the Company. In connection with the transactions provided for herein, the Company hereby represents and warrants to the Lenders that the following representations and warranties are true and complete as of the date of the applicable Closing.

4.1 Organization, Good Standing and Qualification. The Company is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware and has all requisite corporate power and authority to carry on its business as now conducted. The Company is duly qualified to transact business and is in good standing in each jurisdiction in which the failure to so qualify would have a material adverse effect on the Company's business or properties.

4.2 Authorization. Except for the authorization and issuance of any Conversion Shares issued or issuable pursuant to Section 2, the Company and its directors, officers and stockholders have taken all corporate action required for the authorization, execution and delivery of this Agreement and the Notes. This Agreement and the Notes, when executed and delivered by the Company, shall constitute valid and legally binding obligations of the Company, enforceable against the Company in accordance with their respective terms except as limited by applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance or other laws of general application relating to or affecting the enforcement of creditors' rights generally, or laws relating to the availability of specific performance, injunctive relief or other equitable remedies.

4.3 Compliance with Other Instruments. Neither the authorization, execution and delivery of this Agreement, nor the authorization, issuance, execution and delivery of the Notes, shall constitute or result in a material default or violation of any law or regulation applicable to the Company or any material term or provision of the Company's Certificate of Incorporation or Bylaws or any material agreement or instrument by which it is bound or to which its properties or assets are subject.

4.4 Valid Issuance of Stock. The Conversion Shares to be issued, sold and delivered upon conversion of the Notes shall be duly authorized and validly issued, fully paid and nonassessable and, subject to the truth and correctness of the representations and warranties of the Lenders in Section 5, shall be issued in compliance with all applicable federal and state securities laws.

5. Representations and Warranties of the Lenders. In connection with the transactions provided for herein, each Lender hereby represents and warrants to the Company, severally and not jointly, as of the date of the applicable Closing that:

5.1 Authorization. This Agreement constitutes such Lender's valid and legally binding obligation, enforceable in accordance with its terms, except as may be limited by applicable bankruptcy, insolvency, reorganization, or similar laws relating to or affecting the enforcement of creditors' rights and laws relating to the availability of specific performance, injunctive relief or other equitable remedies. Each Lender represents that it has full power and authority to enter into this Agreement.

5.2 Purchase Entirely for Own Account. Each Lender acknowledges that this Agreement is made with such Lender in reliance upon such Lender's representations and warranties to the Company set forth in this Agreement, including, without limitation, such Lender's representation to the Company that the Note or Notes and any Conversion Shares issued to such Lender pursuant to Section 2 (collectively, the "**Securities**") will be acquired for investment for such Lender's own account, not as a nominee or agent, and not with a view to the resale or distribution of any part thereof, and that such Lender has no present intention of selling, granting any participation in or otherwise distributing the same. By executing this Agreement, each Lender further represents that such Lender does not have any contract, undertaking, agreement or arrangement with any Person to sell, transfer or grant participations to such Person or to any third Person, with respect to the Securities.

5.3 Disclosure of Information. Each Lender acknowledges that it has had the opportunity to review the reports, schedules, forms, statements and other documents filed by the Company with the SEC (the "**SEC Reports**") and that the SEC Reports constitute all of the information such Lender considers necessary or appropriate for deciding whether to acquire the Securities. Each Lender further represents that it has had an opportunity to ask questions and receive answers from the Company regarding the terms of the offering of the Securities. Each Lender hereby represents, warrants, and certifies to the Company as follows: (i) that such Lender became interested in the offering of the Notes through a substantive, pre-existing relationship with the Company or through direct contact by the Company or its agents outside of the Company's public offering effort and not as a result of the Company's pending registration statement; and (ii) that such Lender did not independently contact the Company as a result of the Company's pending registration statement. Additionally, each Lender hereby represents and warrants to the Company that none of such Lender or any of such Lender's covered persons has been convicted of any of the felonies or misdemeanors, and that none of such persons has been subject to any of the orders, judgments, decrees or other conditions, set forth in Rule 506(d) of Regulation D promulgated by the SEC. Each Lender covenants to provide immediate written notice to the Company in the event such Lender or any of such Lender's covered persons is convicted of any felony or misdemeanor or becomes subject to any order, judgment, decree or other condition set forth in Rule 506(d) of Regulation D promulgated by the SEC, as may be amended from time to time. Each Lender covenants to provide such information to the Company as the Company may reasonably request in order to comply with the disclosure obligations set forth in Rule 506(e) of Regulation D promulgated by the SEC, as may be amended from time to time.

5.4 Investment Experience. Each Lender is an investor in securities of companies in the growth stage and acknowledges that it is able to fend for itself, can bear the economic risk of its investment and has such knowledge and experience in financial or business matters that it is capable of evaluating the merits and risks of the investment in the Securities. If other than an individual, each Lender also represents it has not been organized solely for the purpose of acquiring the Securities.

5.5 Accredited Investor. Each Lender is an "accredited investor" within the meaning of Rule 501 of Regulation D promulgated under the Securities Act, as presently in effect.

5.6 Restricted Securities. Each Lender understands that the Securities are characterized as "restricted securities" under the federal securities laws inasmuch as they are being acquired from the Company in a transaction not involving a public offering and that under such laws and applicable regulations such securities may be resold without registration under the Securities Act only in certain limited circumstances. Each Lender represents that it is familiar with Rule 144 under the Act, as presently in effect, and understands the resale limitations imposed thereby and by the Securities Act as a whole.

5.7 Further Limitations on Disposition. Without in any way limiting the representations and warranties set forth above, each Lender further agrees not to make any disposition of all or any portion of the Securities unless and until the transferee of such disposition has agreed in writing for the benefit of the Company to be bound by this Section 5 and:

(a) there is then in effect a registration statement under the Securities Act covering such proposed disposition and such disposition is made in accordance with such registration statement; or

(b) (i) the Lender has notified the Company of the proposed disposition and has furnished the Company with a detailed statement of the circumstances surrounding the proposed disposition and (ii) if reasonably requested by the Company, the Lender shall have furnished the Company with an opinion of counsel, reasonably satisfactory to the Company, that such disposition will not require registration of such shares under the Securities Act.

5.8 Legends. It is understood that the Securities may bear the following legend:

"THESE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE " **ACT**"). THEY MAY NOT BE SOLD, OFFERED FOR SALE, PLEDGED, HYPOTHECATED OR OTHERWISE TRANSFERRED EXCEPT PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE ACT, AN OPINION OF COUNSEL SATISFACTORY TO THE COMPANY THAT REGISTRATION IS NOT REQUIRED UNDER THE ACT OR A SALE IN COMPLIANCE WITH RULE 144 UNDER THE ACT."

5.9 Residence. If the Lender is an individual, such Lender resides in the state or province identified in the address shown on such Lender's signature page hereto. If the Lender is a partnership, corporation, limited liability company, or other entity, such Lender's principal place of business is located in the state or province identified in the address shown on such Lender's signature page hereto.

5.10 Accuracy of Information. All of the information provided by the Lender pursuant to this Agreement, the Cryptocurrency Payment Agreement (if applicable), and all attachments, exhibits and other documents related hereto and thereto is true, correct, and complete in all respects.

6. Miscellaneous.

6.1 Successors and Assigns. Except as otherwise provided herein, the terms of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties; provided, however, that, except in connection with an assignment by operation of law by the Company to the acquirer of the Company, the Company may not assign its obligations under this Agreement or under any Note without the written consent of the Majority Noteholders. Nothing in this Agreement, express or implied, is intended to confer upon any party other than the parties hereto or their respective successors and assigns any rights, remedies, obligations or liabilities under or by reason of this Agreement, except as expressly provided in this Agreement. For the avoidance of doubt, a transaction or series of related transactions in which a person, or a group of related persons, acquires from stockholders of the Company shares representing more than fifty percent (50%) of the outstanding voting power of the Company shall not constitute an assignment by the Company hereunder.

6.2 Governing Law. This Agreement and the Notes shall be governed by and construed under the laws of the State of Delaware as applied to agreements among Delaware residents, made and to be performed entirely within the State of Delaware.

WAIVER OF JURY TRIAL: EACH PARTY HEREBY WAIVES ITS RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT, THE NOTES, THE UNDERLYING SECURITIES OR THE SUBJECT MATTER HEREOF OR THEREOF. THE SCOPE OF THIS WAIVER IS INTENDED TO BE ALL-ENCOMPASSING OF ANY AND ALL DISPUTES THAT MAY BE FILED IN ANY COURT AND THAT RELATE TO THE SUBJECT MATTER OF THIS TRANSACTION, INCLUDING, WITHOUT LIMITATION, CONTRACT CLAIMS, TORT CLAIMS (INCLUDING NEGLIGENCE), BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW AND STATUTORY CLAIMS. THIS SECTION HAS BEEN FULLY DISCUSSED BY EACH OF THE PARTIES HERETO AND THESE PROVISIONS WILL NOT BE SUBJECT TO ANY EXCEPTIONS. EACH PARTY HERETO HEREBY FURTHER WARRANTS AND REPRESENTS THAT SUCH PARTY HAS REVIEWED THIS WAIVER WITH ITS LEGAL COUNSEL, AND THAT SUCH PARTY KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL.

6.3 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

6.4 Titles and Subtitles. The titles and subtitles used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement.

6.5 Notices. All notices and other communications given or made pursuant hereto shall be in writing and shall be deemed effectively given: (i) upon personal delivery to the party to be notified, (ii) when sent by confirmed electronic mail or facsimile if sent during normal business hours of the recipient, if not so confirmed, then on the next business day, (iii) five (5) days after having been sent by registered or certified mail, return receipt requested, postage prepaid, or (iv) one (1) day after deposit with a nationally recognized overnight courier, specifying next day delivery, with written verification of receipt. All communications shall be sent to the respective parties at the following addresses (or at such other addresses as shall be specified by notice given in accordance with this Section 6.5):

If to the Company:

Phunware, Inc.
7800 Shoal Creek Boulevard, Suite 230-S
Austin, Texas 78757
Attention: CFO

If to Lenders:

At the respective addresses shown on Schedule I.

6.6 Finder's Fee. Each party represents that it neither is nor will be obligated for any finder's fee or commission in connection with this transaction. Each Lender agrees to indemnify and to hold harmless the Company from any liability for any commission or compensation in the nature of a finder's fee (and the costs and expenses of defending against such liability or asserted liability) for which such Lender or any of its officers, partners, employees or representatives is responsible. The Company agrees to indemnify and hold harmless the Lenders from any liability for any commission or compensation in the nature of a finder's fee (and the costs and expenses of defending against such liability or asserted liability) for which the Company or any of its officers, employees or representatives is responsible.

6.7 Expenses. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees, costs and necessary disbursements in addition to any other relief to which such party may be entitled. The Company shall pay all costs and expenses that it incurs with respect to the negotiation, execution, delivery and performance of this Agreement.

6.8 Entire Agreement. This Agreement (including the Exhibits hereto), the Notes and, with respect to each Lender from whom the Company will accept payment of the purchase price in Cryptocurrency in lieu of US dollars, the Cryptocurrency Payment Agreement, constitute the full and entire understanding and agreement between the parties with respect to the subject matter hereof, and any other written or oral agreement relating to the subject matter hereof existing between the parties are expressly canceled.

6.9 Amendments and Waivers. Any term of this Agreement or the Notes may be amended and the observance of any term of this Agreement or the Notes may be waived (either generally or in a particular instance and either retroactively or prospectively), with the written consent of the Company and the Majority Noteholders. Any waiver or amendment effected in accordance with this Section shall be binding upon each party to this Agreement and any holder of any Note purchased under this Agreement at the time outstanding and each future holder of all such Notes. Each Lender acknowledges that, by the operation of this Section 6.9, the Majority Noteholders have the right and power to diminish or eliminate all rights of such Lender under this Agreement and each Note issued to such Lender.

6.10 Severability. If one or more provisions of this Agreement are held to be unenforceable under applicable law, such provision shall be excluded from this Agreement and the balance of this Agreement shall be interpreted as if such provision were so excluded and shall be enforceable in accordance with its terms.

6.11 Exculpation Among Lenders. Each Lender acknowledges that it is not relying upon any Person or stockholder, other than the Company and its directors and officers in their capacities as such, in making its investment or decision to invest in the Company. Each Lender agrees that no other Lender nor the respective controlling Persons, directors, officers, partners, agents, stockholders or employees of any other Lender shall be liable for any action heretofore or hereafter taken or omitted to be taken by any of them in connection with the purchase and sale of the Notes. The Company's agreements with each of the Lenders are separate agreements, and the sales of the Notes to each of the Lenders are separate sales.

6.12 Specific Enforcement. Each party acknowledges and agrees that the Company will be irreparably damaged in the event any of the provisions of this Agreement are not performed by the parties in accordance with their specific terms or are otherwise breached. Accordingly, it is agreed that the Company shall be entitled to an injunction to prevent breaches of this Agreement, and to specific enforcement of this Agreement and its terms and provisions in any action instituted in any court of the United States or any state having subject matter jurisdiction.

(*signature page follows*)

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

COMPANY:

PHUNWARE, INC.

By: _____
Alan S. Knitowski, Chief Executive Officer

IN WITNESS WHEREOF, each Lender has executed this Agreement as of the date first written above.

LENDERS:

If individual:

_____
(signature)

Print Name: _____

If entity:

_____
(name of entity)

By: _____
Name: _____
Title: _____

Address: _____

SCHEDULE I

Schedule of Lenders

Lender Name and Address	Consideration and Principal Amount of Note
TOTAL	

EXHIBIT A

Form of Note

Exhibit 10.2

CRYPTOCURRENCY PAYMENT AGREEMENT

THIS CRYPTOCURRENCY PAYMENT AGREEMENT (the " **Agreement**") is made as of _____ __, 2019 (the "**Effective Date**"), by and among Phunware, Inc., a Delaware corporation (the "**Company**"), and the persons named on Schedule I attached hereto (the "**Schedule**") (each, a "**Named Lender**," and collectively, the "**Named Lenders**"). Capitalized terms not otherwise defined in this Agreement shall have the meanings ascribed to them in that certain Note Purchase Agreement by and among the Company, the Named Lenders, and the other Lenders identified therein, dated as of June 3, 2019 (the "**Note Purchase Agreement**").

WHEREAS, the Note Purchase Agreement provides that, if the Company elects to accept Consideration in the form of Cryptocurrency, the principal shall be expressed in US dollars ("USD") and valued in accordance with this Agreement; and

WHEREAS, each Named Lender intends to provide the Consideration to the Company in the form of Cryptocurrency as set forth opposite the name of such Named Lender on the Schedule.

NOW, THEREFORE, the parties hereby agree as follows:

1. Transfer of Cryptocurrency. If the Company elects to accept Consideration in the form of Cryptocurrency, as of the applicable Initial Closing or Subsequent Closing (as the case may be), each Named Lender hereby assigns and transfers unto the Company all of such Named Lender's right, title and interest of every kind, nature and description in the Consideration in the form of Cryptocurrency owned by such Named Lender.

2. Additional Closing Mechanics. The payment procedures, exchange rate methodology and other provisions set forth below shall apply to each Named Lender, severally and not jointly.

2.1 Timing of Payment; Company Wallet. Unless agreed otherwise with the Company, payment shall be made by each Named Lender's delivery of Cryptocurrency to the Company's Wallet at or before 5:00 p.m. (eastern time) on the date of the Initial Closing or Subsequent Closing, as the case may be (in each case free and clear of liens and other encumbrances). The Company's "**Wallet**" means the location, wallet, address, account or storage device designated by the Company in a written notice given to each Named Lender as the location to which Cryptocurrency to be delivered to the Company pursuant hereto should be sent.

2.2 Exchange Rate. The USD value of Consideration in the form of Cryptocurrency to which a Named Lender will be entitled under the Agreement will be determined as follows, or as otherwise agreed with the Company. Consideration received by the Company shall be converted into USD based upon the daily exchange rate for such Cryptocurrency to provide the USD equivalent Consideration. The daily exchange rate shall be the last traded price for such Cryptocurrency to USD exchange transaction, as reflected on www.gdax.com (GDAX) closest to 5:00:00, meaning the last trade closest to and including 5:00:00p.m. (ET) (but not after 5:00:00) on the date of the Initial Closing or Subsequent Closing, as applicable.

2.3 Acceptance by the Company; Completion of Transaction. Each Named Lender acknowledges that transfer and payment of Consideration in the form of Cryptocurrency is only complete once the Cryptocurrency has been successfully delivered to the Company's Wallet and the Company has accepted the Cryptocurrency as Consideration as of the Initial Closing or Subsequent Closing. Upon acceptance, and once the USD equivalent Consideration is determined, the Company will provide the applicable Named Lender with a confirmation email, which substantiates the Consideration in the form of Cryptocurrency.

2.4 Effect of Transfer. Each Named Lender further acknowledges that, once such Named Lender transfers the Cryptocurrency and the applicable Initial Closing or Subsequent Closing occurs, the Company acquires the entire economic interest in the Cryptocurrency and the Cryptocurrency is exclusively owned and controlled by the Company.

2.5 Additional Information and Documentation. Upon request by the Company, the Named Lender may be required to provide additional information and documentation regarding the Cryptocurrency to the Company or its designated service provider, including but not limited to the purchase source and date and time of acquisition.

2.6 Non-Acceptance by the Company. Should the Company determine, in its sole discretion, that it is unable to accept Consideration in the form of Cryptocurrency, each Named Lender acknowledges that the Company will return the amount of Cryptocurrency contributed by such Named Lender to such Named Lender's wallet, if the Company has not yet converted the Cryptocurrency to USD. If the Company determines, in its sole discretion, that it cannot accept the Consideration in the form of Cryptocurrency after the Company has converted the Cryptocurrency to USD, the Company will use the proceeds of the conversion to buy Cryptocurrency with the USD proceeds from the sale of the contributed Cryptocurrency. In any such instance, the returned Cryptocurrency may not be the exact amount of Cryptocurrency that the Named Lender originally contributed.

3. Representations and Warranties of each Named Lender. In connection with the transactions provided for herein, each Named Lender hereby represents and warrants to the Company, severally and not jointly, as of the date of the applicable Initial Closing or Subsequent Closing (as the case may be) that:

3.1 Authorization. Each Named Lender agrees that any Consideration in the form of Cryptocurrency, once accepted by the Company, represents an irrevocable payment to the Company and is not refundable to the Named Lender (except in the event that the Company determines, in its sole discretion, that it cannot accept the Consideration in the form of Cryptocurrency).

3.2 Volatility of Cryptocurrency . Each Named Lender acknowledges that the Cryptocurrency may be volatile, and that the Cryptocurrency received by the Company and/or the funding amount (or the amount of Cryptocurrency returned to the Named Lender in the event that the Company determines, in its sole discretion, that it cannot accept the Consideration in the form of Cryptocurrency after it has been converted into USD) may be different (higher or lower) from the fair market value or other measure of the value of the Cryptocurrency at the time of the payment to the Company.

3.3 Ownership of Cryptocurrency. Each Named Lender has, or will have, at the time of (and immediately prior to) the applicable Initial Closing or Subsequent Closing (as the case may be), (i) the right to assign such Cryptocurrency, (ii) sole legal ownership of such Cryptocurrency, free and clear of all liens, and (iii) sole legal ownership of all applicable funding asset addresses and custodial accounts.

3.4 No Unlawful Sources. Each Named Lender agrees that, to the best of his or her knowledge, such Named Lender's Consideration in the form of Cryptocurrency is not derived from unlawful sources or activities. Each Named Lender acknowledges that, due to anti-money laundering requirements, the Company may require additional documentation before the Company accepts Consideration in the form of Cryptocurrency. Please be aware that a Named Lender's failure to provide or a delay in providing any such documentation may delay acceptance by the Company or cause such Named Lender's Consideration in the form of Cryptocurrency to be rejected entirely.

3.5 Certain AML Compliance Obligations. None of such Named Lender or, to the knowledge of such Named Lender, any director, officer, employee, agent, or affiliate of such Named Lender, is an individual or entity ("**person**") that is, or is owned or controlled by persons that are: (i) the subject of any sanctions administered or enforced by the U.S. Department of the Treasury's Office of Foreign Assets, the U.S. Department of State, the United Nations Security Council, the European Union, Her Majesty's Treasury, or other relevant sanctions authority (collectively, " **Sanctions**"), or (ii) located, organized or resident in a country or territory that is, or whose government is, the subject of Sanctions. Each Named Lender (and, if such Named Lender is an entity, its directors, officers and employees) and, to the knowledge of such Named Lender, the agents of such Named Lender, are in compliance with all applicable Sanctions and with the Foreign Corrupt Practices Act of 1977 and the rules and regulations thereunder (the "**FCPA**") and any other applicable anti-corruption law.

3.6 No Tax Advice . Such Named Lender has not relied on the Company or any director, officer, employee, agent, or affiliate of the Company for any tax or accounting advice concerning this Agreement, the Note Purchase Agreement, or the Note, and has made its own determination as to the tax and accounting treatment of the transactions contemplated hereby and thereby. The Company does not provide legal or tax advice.

4. Miscellaneous.

4.1 Further Assurances. In connection with this Agreement, and all transactions contemplated by this Agreement, each Named Lender agrees to execute and deliver such additional documents and instruments and to perform additional acts as may be necessary and appropriate to effectuate, carry out and perform the terms of this Agreement and such transactions.

4.2 Indemnification. Each Named Lender, severally and not jointly, agrees to indemnify and hold harmless the Company and its affiliates, and the officers, directors, employees, and agents of any of the foregoing (together, the "**Indemnified Persons**"), from and against any and all loss, damage, liability or expense, including reasonable costs and attorneys' fees and disbursements, which an Indemnified Person may incur by reason of, or in connection with, any representation or warranty made in this Agreement not having been true, correct and complete when made or any misrepresentation made by such Named Lender or any failure by such Named Lender to fulfill any of the covenants or agreements set forth in this Agreement or in any other document provided by the Named Lender to the Company.

4.3 Incorporation by Reference. Each party acknowledges and agrees that the provisions of Section 6 (Miscellaneous) of the Note Purchase Agreement are incorporated into this Agreement by reference, *mutatis mutandis*, except that Sections 6.1 (Successors and Assigns) and 6.9 (Amendments and Waivers) of the Note Purchase Agreement shall not be incorporated by reference.

4.4 Successors and Assigns. Except as otherwise provided herein, the terms of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties.

4.5 Amendments and Waivers. Any term of this Agreement may be amended and the observance of any term of this Agreement may be waived (either generally or in a particular instance and either retroactively or prospectively), with the written consent of the Company and the holders of a majority in interest of the aggregate principal amount of the Notes then outstanding and held by the Named Lenders (the "**Majority Named Lenders**"). Each Named Lender acknowledges that, by the operation of this Section 4.5, the Majority Named Lenders have the right and power to diminish or eliminate all rights of such Named Lender under this Agreement.

4.6 Severability. If one or more provisions of this Agreement are held to be unenforceable under applicable law, such provision shall be excluded from this Agreement and the balance of this Agreement shall be interpreted as if such provision were so excluded and shall be enforceable in accordance with its terms.

(*signature page follows*)

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

COMPANY:

PHUNWARE, INC.

By: _____

Alan S. Knitowski, Chief Executive Officer

IN WITNESS WHEREOF, each Named Lender has executed this Agreement as of the date first written above.

NAMED LENDERS:

If individual:

_____
(signature)

Print Name: _____

If entity:

_____
(name of entity)

By: _____
Name: _____
Title: _____

Address: _____

SCHEDULE I

Schedule of Named Lenders

Named Lender Name and Address	Consideration (Type of Cryptocurrency)	Principal Amount of Note (in US dollars)
TOTAL		