

[REDACTED]

## CONVERTIBLE PROMISSORY NOTE TERM SHEET

[REDACTED]

This term sheet is provided by [REDACTED] (the “*Company*”) on a confidential basis to qualified, prospective investors (prospectively, each an “*Investor*”). It is qualified in its entirety by the Convertible Note Purchase Agreement and form of Convertible Promissory Note. This term sheet does not create a legally binding obligation on any person or entity.

<b>Issuer:</b>	[REDACTED]
<b>Location:</b>	[REDACTED]
<b>Type of Entity:</b>	[REDACTED] S corporation
<b>Security:</b>	Convertible Promissory Note (each a “ <i>Note</i> ” and together the “ <i>Notes</i> ”)
<b>Total Financing:</b>	Up to \$ [REDACTED] in principal amount of Notes.
<b>Valuation:</b>	The principal amount of the Notes shall be converted to equity based on a valuation of \$ [REDACTED].
<b>Use of Proceeds:</b>	The Company shall use the net proceeds from this offering for [REDACTED].
<b>Interest:</b>	[REDACTED] % per annum simple interest (365 day basis)
<b>Maturity Date:</b>	[REDACTED] month(s) from issuance date of Note.
<b>No Prepayment:</b>	The Company may not pre-pay the Notes in whole or in part without the consent of the Investors.

<p><b>Default:</b></p>	<p>If the Company suffers an Event of Default (as defined below), the Investors may declare the Notes in default and immediately due and payable in full upon written notice to the Company.</p> <p>An “<i>Event of Default</i>” will occur if the Company; (a) fails to pay when due any principal or interest payment on the due date hereunder, and such payment shall not have been made within 5 days of the Company’s receipt to the Investor’s written notice to the Company of such failure to pay; (b) materially breaches any other covenant contained in the Convertible Note Purchase Agreement or the Note and such failure continues for 30 days after the Company receives written notice of such material breach from the Investor; (c) voluntarily files for bankruptcy protection or makes a general assignment for the benefit of creditors; or (d) is the subject of an involuntary bankruptcy petition and such petition is not dismissed within 30 days.</p>
<p><b>Amendments and Waivers:</b></p>	<p>Any term of the Notes may be waived (either generally or in a particular instance and either retroactively or prospectively) only with the written consent of the Company and the Investor.</p>
<p><b>Governing Law:</b></p>	<p>The Notes will be governed and construed in accordance with the laws of the State of <span style="background-color: #ADD8E6; border: 1px solid black; padding: 0 20px;"> </span>.</p>
<p><b>Not an Offer:</b></p>	<p>This Term Sheet is not a complete description of the financing and does not constitute either an offer to sell or an offer to purchase securities.</p>
<p><b>Costs and Expenses:</b></p>	<p>The Company will not retain separate counsel to represent the interests of any Investor. Each party shall be responsible for its own costs and expenses.</p>