

Reloadable Note™

(Standard-Form Investment Agreement)

Reloadable Note™ Standardized Version RLN 4.6 (Governing)

Attribution and Administration

The Reloadable Note™ was developed by Digerati Investments as part of its Full-Stack Venture Capital framework, and is administered through Reciprocity ROI LLC, which serves as the compliance, diligence, and syndication administrator for this instrument.

All regulatory, KYC/AML, and investor onboarding processes related to this instrument are conducted by Reciprocity ROI LLC pursuant to SEC Regulation D, Rule 506(b)/(c), FINRA Rule 4511, and Exchange Act §17(a) recordkeeping standards.

This structure ensures that Digerati Investments remains the strategic originator of the framework, while Reciprocity ROI LLC maintains exclusive operational and compliance responsibility for all transactions conducted under this instrument.

Reloadable Note™ Standardized Version RLN 4.6 (Governing)

Core Provisions – Non-Modifiable Sections

The Reloadable Note™ is a standardized investment instrument. The following provisions are the core economic and structural components of the instrument and must not be modified, deleted, or re-engineered. Any change to these sections means the instrument is no longer a “Reloadable Note™ Standard Template” and may not be described or marketed as such.

Non-Modifiable Core Provisions

1. **Definitions structure (Section 1)**

Section 1 must remain intact in structure and substance, including the defined concepts of: Valuation Cap, Equity Rights Cap Percentage, Financing Event(s), Event Proceeds Participation, Event Proceeds, Reload / Recycle, Founder Safeguard Threshold, Securities, naming conventions for Investors and Majority Investors, Per-Share Price, and Fully Diluted Share Count.

- o Numeric blanks for dollar amounts or percentages may be completed, but the underlying defined terms and their mechanics are not to be redrafted.

2. **Performance-Based Event (Section 1.5)** means any event the Company and the Investor agree in writing will be treated as a trigger for Event Proceeds Participation and/or Conversion under this Note, which may include, for example: (a) the Company achieving not less than \$[] in trailing twelve (12) month revenue; and/or (b) the passage of [] years from the Effective Date while the Company remains a going concern. The specific Performance-Based Event triggers for this Note, and whether they open (i) Event Proceeds Participation only, (ii) Conversion eligibility (subject to the Equity Rights Cap Percentage), or (iii) both, will be set out in **Exhibit B (Term Schedule)**.

3. **Non-Debt Character (Section 2.3)**

Section 2.3 (No Debt; Non-Interest Bearing) must remain unchanged. The Note must remain a non-interest bearing, non-maturity, investment instrument rather than a debt instrument.

4. **Operating Modes Framework (Section 3)**

The three operating modes (Mode A, Mode B, Mode C) and their conceptual structure must remain in place. Mode labels, the option to elect a mode at signing, and the distinction between all proceeds participation, mixed, and all equity at cap are non-modifiable.

- o Percentages inside Mode B and Mode C can be filled in as part of the permitted customizations described below.

5. **Event Proceeds Participation Mechanics (Section 4 and Exhibit B)**

The following elements are non-modifiable:

- o Event-triggered only nature of participation (no ongoing revenue sweep)
- o Event Proceeds Participation percentage applied to Event Proceeds until a defined multiple of the Investment Amount is reached
- o Cumulative tracking against the Event Proceeds Participation Multiple and automatic cessation of obligations once the multiple is achieved, except where the Investor elects to Reload
- o Priority of payment within the waterfall, subject only to bona fide transaction costs and specified senior instruments
- o The presence of an Event Proceeds Participation waterfall in Exhibit B and its ordering logic

6. Conversion and Reload Mechanics (Section 5 and Exhibit A)

The core conversion rules must remain intact, including:

- Conversion at the Valuation Cap (Section 5.1)
- Conversion windows tied to Financing Events (Section 5.2)
- Security type parity with new money (Section 5.3)
- Ownership ceiling via the Equity Rights Cap Percentage (Section 5.4)
- The Reload right to recycle Event Proceeds into equity at the Valuation Cap (Section 5.5)
- Pro-rata protection construct as set out in Section 5.6 (right to maintain ownership across two future priced financings)
- Liquidity floor mechanics (Section 5.7)
- Exhibit A's formulas and the existence of an illustrative example may not be removed, although numeric assumptions in the example may be updated to reflect current practice.

7. Founder Safeguard Framework (Section 6 and Exhibit C)

If the Founder Safeguard is included in the Agreement, the structure described in Section 6 and Exhibit C must remain intact. The Company may elect whether to include the Founder Safeguard at all, but may not alter:

- The trigger concept tied to founder fully diluted ownership falling below a defined threshold due to this Note plus the new-money round
- The substitution mechanic: replacing part of a scheduled conversion with Event Proceeds Participation while preserving future Reload rights

8. Protective Covenants and Anti-Stacking Protections (Sections 8.3, 8.4, 8.5)

The following protective provisions must remain unchanged:

- Protective Covenants in Section 8.3 that prevent subordination of Event Proceeds Participation and prevent issuance of instruments with superior economics without consent
 - Most-Favored Nation treatment in Section 8.4
 - No Better Terms requirement in Section 8.5
- These provisions are essential to prevent economic dilution and stacking of cheaper or superior instruments against the Reloadable Note™.

9. No Unilateral Redemption (Section 11.2)

The prohibition on unilateral redemption by the Company is non-modifiable. Any redemption rights must be separately negotiated in a manner that does not contradict Section 11.2 or must be treated as a non-standard variant.

10. Amendments and Waivers (Section 13.2)

The requirement that amendments and waivers require consent of the Company and the Majority Investors, and that any amendment that disproportionately and adversely affects a particular Investor requires that Investor's separate consent, must remain unchanged.

Permitted Customizations – Deal-Specific Terms

The Reloadable Note™ is designed as a standardized instrument with a controlled set of levers that parties may negotiate to fit specific transactions. The following terms may be customized on a deal-by-deal basis without causing the instrument to lose its status as a “Reloadable Note™ Standard Template.”

A. Economics and Percentages

The following fields are intended to be negotiated and filled in:

1. **Valuation Cap (Section 1.1)**
The dollar amount of the Valuation Cap.
2. **Investment Amount (Section 1.2)**
The principal amount invested.
3. **Equity Rights Cap Percentage (Section 1.3)**
The maximum equity percentage obtainable upon conversion at the Valuation Cap.
4. **Event Proceeds Participation Percentage and Multiple (Section 4.2 and Exhibit B)**
 - The percentage of Event Proceeds payable to the Investor
 - The Event Proceeds Participation Multiple (for example, 1.5x, 2.0x of the Investment Amount)
5. **Founder Safeguard Threshold (Section 1.9 and Exhibit C)**
The founder ownership threshold at which the Founder Safeguard triggers, expressed as a fully diluted percentage, as well as any agreed maximum aggregate dilution cap attributable to this Note plus the new money round.
6. **Pro-Rata Participation Size and Scope (Section 5.6)**
The application and precise scope of pro-rata rights across the next two priced rounds may be tailored, provided the underlying structure of Section 5.6 is preserved.

B. Structural Elections and Options

7. **Operating Mode Election (Section 3)**
 - Election among Mode A (all Event Proceeds Participation), Mode B (mixed), or Mode C (all equity at cap)
 - The percentage split used in Mode B and Mode C, within the framework of Section 3.
8. **Founder Safeguard Inclusion (Section 6 and Exhibit C)**
Parties may elect to include or exclude the Founder Safeguard. If included, only numeric thresholds are negotiable; the mechanics remain standard.
9. **Lock-Up (Section 9.2)**
The inclusion, exclusion, or refinement of a customary lock-up period in connection with an IPO or major Liquidity Event may be negotiated.
10. **Information Rights Cadence (Section 7.1)**
The frequency and scope of reporting (for example, quarterly vs. semi-annual) may be tailored, provided the Company continues to provide reasonable financial and operational updates and event certificates at each Financing Event.

C. Company and Jurisdiction Specifics

11. Company and Investor Identifiers (Introductory Paragraph and Signature Blocks)

Names, entity types, state or country of organization, and contact details are always deal-specific and must be completed for each Agreement.

12. Use of Proceeds Description (Section 2.2)

The “general corporate purposes” or more specific use of funds may be customized.

13. Governing Law and Venue (Sections 12.1 and 12.2)

The choice of governing law and venue may be set to the appropriate jurisdiction for the parties.

14. Notices Details and Addresses (Exhibit D)

All notice details are deal-specific and are intended to be filled in for each transaction.

D. Customization Boundaries

Any changes outside of the specific fields and sections listed above, including changes to the core definitions, Event Proceeds Participation mechanics, conversion and Reload framework, protective covenants, MFN and No Better Terms protections, or the amendment and waiver structure, will cause the Agreement to be treated as a non-standard variant. Such a variant may not be described or marketed as a “Reloadable Note™ Standard Template” and should be clearly labeled as a customized or modified version.

Reloadable Note™ Standardized Version 4.6 (Governing)

This Reloadable Note™ (the “Agreement” or the “Note”) is entered into as of [Date _____] (the “Effective Date”) by and between [Company Legal Name _____], a [State/Country _____] [corporation/LLC _____] (the “Company”), and [Investor Legal Name _____], a [State/Country _____] [entity type _____] (the “Investor”).

1. Definitions

1.1 “Valuation Cap” means \$[_____], which sets the maximum valuation at which the Investor may convert into the Company’s equity pursuant to Section 5 (the “Valuation Cap”). The Valuation Cap is applied on a fully diluted basis and the resulting Per-Share Price shall be calculated in accordance with Exhibit A using the Fully Diluted Share Count.

1.2 “Investment Amount” means \$[_____].

1.3 “Equity Rights Cap Percentage” means [_____]%, representing the Investor’s maximum equity percentage obtainable upon conversion at the Valuation Cap (Investment Amount ÷ Valuation Cap).

1.4 “Liquidity Event” means any (i) merger, consolidation, share exchange, or other business combination resulting in a change of control; (ii) sale, lease, transfer, exclusive license, or other disposition of all or substantially all of the Company’s assets or IP; (iii) sale or transfer of a majority of the Company’s outstanding voting power; (iv) initial public offering, direct listing, or other event resulting in publicly traded equity; or (v) Company-approved secondary transaction that results in cash proceeds to the Company (not solely to selling shareholders). A Liquidity Event excludes any incurrence of Indebtedness, credit facility draw, venture debt, or other borrowing.

1.5 “Financing Event(s)” means any of the following after the Effective Date:

(a) Qualified Institutional Priced Equity Financing in which the Company issues and sells shares for cash at a fixed pre- or post-money valuation;

(b) a qualified bridge financing that includes material cash proceeds to the Company and is an equity financing or equity-linked financing (including convertible securities), but expressly excludes any Indebtedness, credit facility, venture debt, revenue-based financing, equipment financing, or other borrowing; and “Indebtedness” includes any debt for borrowed money, credit facility, venture debt, notes payable, equipment financing, factoring, revenue-based financing, or guarantee of any of the foregoing.

(c) a Liquidity Event,

1.6 “Performance-Based Event” means any event the Company and the Investor agree in writing will be treated as a trigger for Event Proceeds Participation and/or Conversion under this Note, which may include, for example: (a) the Company achieving not less than \$[_____] in trailing twelve (12) month revenue; and/or (b) the passage of [_____] years from the Effective Date while the Company remains a going concern. The specific Performance-Based Event triggers for this Note, and whether they open (i) Event Proceeds Participation only, (ii) Conversion eligibility (subject to the Equity Rights Cap Percentage), or (iii) both, will be set out in **Exhibit B (Term Schedule)**.

1.7 “Event Proceeds Participation” means the Investor’s right to receive the applicable participation amount upon (i) each Financing Event and (ii) each Performance-Based Event, in each case pursuant to Section 4 and Exhibit B, in lieu of or in addition to equity conversion.

1.8 “Event Proceeds” means the aggregate gross cash proceeds received by the Company in a Financing Event (net of customary transaction expenses and bona fide third-party fees, as set forth in Exhibit B).

1.9 “Performance-Based Payment Amount” means the one-time cash amount payable to Investor upon a Performance-Based Event, calculated as specified in Exhibit B.

1.10 “Reload” or “Recycle” means the Investor’s option, at any Financing Event, to apply any Event Proceeds Participation distribution otherwise payable in cash toward the purchase of equity at the Valuation Cap (Section 5.5).

1.11 “Founder Safeguard Threshold” means [_____] % fully diluted post-Financing Event ownership minimum for founders [or a maximum aggregate dilution cap of _____ % attributable to this Note plus new money].

1.12 “Securities” means the Company’s [Preferred/Ordinary/Common] shares to be issued upon conversion under Section 5.

1.13 “Business Day” means any day other than a Saturday, Sunday or U.S. federal holiday.

1.14 Naming Conventions.

(a) “Investors” means, collectively, all holders of Notes issued under this form, together with any permitted transferees under §9.

(b) “Investor” means each such holder, individually.

(c) “Majority Investors” means Investors holding more than fifty percent (50%) of the outstanding principal amount of all Notes then outstanding (excluding any Notes held by the Company or its Affiliates).

1.15 “Per-Share Price” means the price per share used to calculate conversions under Exhibit A.

1.16 “Fully Diluted Share Count” means the Company’s fully diluted capitalization immediately prior to the Financing Event, including all outstanding shares and all securities convertible into or exercisable for shares (on an as-converted, as-exercised basis), excluding any unallocated option pool increase in connection with such Financing Event.

1.17 “Institutional Investor” means a venture capital fund, institutional fund, regulated investment firm, corporate venture capital investor, or other professional investor.

1.18 “Qualified Institutional Priced Equity Financing” means a Priced Equity Financing led by, or including as a material participant, one or more Institutional Investors (as defined above).

1.19 “Priced Equity Financing” means an equity financing in which the Company issues and sells shares for cash at a fixed pre- or post-money valuation.

2. Investment; Purpose; Use of Proceeds

2.1 Investment. On the Effective Date (or as otherwise scheduled), the Investor shall wire the Investment Amount to the Company pursuant to wire instructions delivered separately.

2.2 Purpose. Proceeds will be used for [general corporate purposes / specified purposes] in accordance with the board-approved budget.

2.3 No Debt; Non-Interest Bearing. The Note is an investment instrument with no stated interest and no fixed maturity, and shall not be treated as indebtedness for corporate or tax purposes absent a court order or statutory requirement.

3. Operating Modes (Investor Election)

At signing the Investor may elect, by notice to the Company, one of the following:

- Mode A (All Event Proceeds Participation, 0% Upfront Equity). Investor takes no equity at signing and holds 100% of exposure as Event Proceeds Participation under Section 4.
- Mode B (Mixed). Investor takes [_____] % equity equivalent at signing (measured against the Valuation Cap) and leaves the balance as Event Proceeds Participation.
- Mode C (All Equity at Cap). Investor takes the full Equity Rights Cap Percentage at signing.

4. Proceeds Participation (Event-Based Only)

4.1 Event-Triggered Only. Event Proceeds Participation distributions occur only at Financing Events or Performance-Based Events. There is no monthly or quarterly skim and no ongoing revenue sweep.

4.2 Event Proceeds Participation Percentage. At each Financing Event, the Investor shall be entitled to []% of Event Proceeds until the Investor has received aggregate Event Proceeds Participation distributions equal to [] the Investment Amount (the “Event Proceeds Participation Multiple”).

4.3 Waterfall; Seniority. Event Proceeds Participation shall be paid from Event Proceeds prior to discretionary founder or employee cash bonuses or dividends, but junior to (a) bona fide third-party transaction expenses and regulatory fees and (b) Permitted Senior Indebtedness (as described in Exhibit B). The waterfall ordering is set forth in Exhibit B.

4.4 Cumulative Tracking. Distributions are cumulative and tracked against the Event Proceeds Participation Multiple. Once the Event Proceeds Participation Multiple is achieved, further Event Proceeds Participation obligations cease, except to the extent the Investor elects to Reload and reconvert distributions into equity (Section 5.5).

4.5 Anytime Exit or Reload. The Investor may, at any time, (i) retain Event Proceeds Participation in cash, (ii) apply some or all Event Proceeds Participation to Reload into equity at the Valuation Cap, or (iii) waive a distribution in exchange for increased conversion at the Valuation Cap, as set forth in Exhibit A.

5. Conversion & Reload (Equity Mechanics)

5.1 Fixed Cap. The Investor may convert some or all economic rights under this Note into Securities at the Valuation Cap.

5.2 Conversion Windows Conversion may occur solely at Financing Events or Performance-Based Events. **For Financing Events, this includes a Qualified Institutional Priced Equity Financing, qualified bridge with cash to the Company (excluding Indebtedness), or Liquidity Event; for Performance-Based Events, the applicable terms are as set out in Exhibit B.**

5.3 Security Type. Upon conversion in a Qualified Institutional Priced Equity Financing, the Investor shall receive the same class of equity issued to new-money investors in that round. On a Liquidity Event, conversion shall occur into the last-round preferred stock immediately prior to consummation, as further described in Exhibit A.

5.4 Ownership Ceiling. Post-conversion ownership attributable to this Note shall not exceed the Equity Rights Cap Percentage unless agreed by both parties in writing.

5.5 Reload Right (Recycle). At each Financing Event, the Investor may apply any Event Proceeds Participation amount otherwise payable in cash to purchase additional Securities at the Valuation Cap, up to the Equity Rights Cap Percentage [or higher by mutual agreement].

5.6 Pro Rata Protection. At the next two (2) Qualified Institutional Priced Equity Financings following the initial conversion of this Note, the Investor shall have the right, but not the obligation, to purchase on the same terms as new-money investors such number of Securities as is necessary to maintain Investor’s as-converted ownership percentage immediately prior to such financing. This right (a) is subject to customary overallotment cutbacks as determined by the Company and the lead investor(s); (b) shall not apply to (i) issuances under employee/consultant equity plans, (ii) strategic or partnership issuances, (iii) acquisition consideration, or (iv) indebtedness or credit facilities; (c) is non-transferable except to Affiliates; (d) requires the Company to provide at least ten (10) Business Days’ advance written notice of the financing, with Investor’s written election due

within five (5) Business Days thereafter and funding due within ten (10) Business Days of election; and (e) lapses upon the earlier of Investor's failure to timely exercise once or thirty-six (36) months from the Effective Date.

5.7 Liquidity Floor. Upon any change of control, immediately prior to consummation, Investor shall be entitled to receive the greater of: (a) all accrued and unpaid Event Proceeds Participation then due pursuant to Section 4 and Exhibit B; or (b) the consideration Investor would have received had this Note converted at the Valuation Cap immediately prior to such transaction.

6. Founder Safeguard (Optional)

6.1 If, at any Financing Event, the Company determines (with board approval) that founder ownership would fall below the Founder Safeguard Threshold as a direct result of conversions under this Note plus the new-money round, then, at the Company's election and upon written notice to the Investor:

(a) a corresponding portion of the Investor's conversion otherwise scheduled at that event shall be substituted with smart, timed Event Proceeds Participation, paid at that event and/or a subsequent Financing Event per Exhibit B, in lieu of equity; and

(b) the Investor's right to Reload that substituted amount at the Valuation Cap survives and may be exercised at a later Financing Event.

6.2 If, pursuant to the Founder Safeguard, any portion of the conversion otherwise scheduled at a Financing Event is substituted with Event Proceeds Participation, Investor's right to convert such substituted amount at the Valuation Cap at a subsequent Financing Event shall remain in full force until the earlier of (x) such conversion or (y) termination of this Note pursuant to Section 11.

7. Information, Reporting & Audit

7.1 Quarterly Updates. The Company shall provide standard investor updates and reasonable financial information [quarterly].

7.2 Event Certificates. At each Financing Event, **and each Performance-Based Event that triggers a payment or conversion**, the Company shall deliver an officer's certificate showing Event Proceeds, Event Proceeds Participation amounts, conversion math, and post-event cap table, consistent with Exhibit A.

7.3 Audit Right. Upon reasonable notice, the Investor may inspect books and records solely to verify Event Proceeds and distributions.

8. Representations & Covenants

8.1 Company Representations. Organization; authorization; delivery of capitalization table; compliance with charter; no conflict with material agreements; required consents obtained.

8.2 Investor Representations. Accredited investor status; investment intent; sophistication; compliance with applicable securities laws.

8.3 Protective Covenants. Without the prior written consent of the Majority Investors, the Company shall not:

(i) amend, waive, or otherwise alter the Valuation Cap mechanics set forth herein;

(ii) subordinate the Event Proceeds Participation in the payment waterfall, other than for bona fide third-party expenses, regulatory fees, and Permitted Senior Indebtedness as described in Exhibit B;

(iii) issue any new convertible security, SAFE, profit sharing instrument, or other equity-linked instrument that (A) provides superior conversion, reload, or Event Proceeds Participation economics relative to this Note and (B) is not expressly designated as Permitted Senior Indebtedness, at a lower effective valuation cap, unless the Company complies with Sections 8.4 and 8.5 and, if applicable, complies with clause (iv) below; or

(iv) Valuation Floor (Below-Floor Issuances). issue any equity securities or equity-linked securities (including any Qualified Institutional Priced Equity Financing, convertible security, SAFE, profit sharing instrument, or similar instrument) at an effective valuation or pricing basis that is lower than the Valuation Cap (a “Below-Floor Issuance”), unless the Majority Investors consent in writing. For purposes of this clause, “effective valuation or pricing basis” means the lowest valuation cap, conversion price, or other pricing mechanism (however described) that determines the lowest price per share at which such securities may be issued or may convert, calculated on a fully diluted basis consistent with Exhibit A. For the avoidance of doubt, issuances under the Company’s equity incentive plan to employees, directors, advisors, or other service providers (not primarily for capital raising) shall not constitute a Below-Floor Issuance. For the avoidance of doubt, nothing in Sections 8.3 through 8.5 shall be construed to prohibit a bona fide Qualified Institutional Priced Equity Financing in which the Investor has the opportunity to convert into the same series as new-money investors pursuant to Section 5.3, or the incurrence of Permitted Senior Indebtedness consistent with Exhibit B; **provided that any such Qualified Institutional Priced Equity Financing that constitutes a Below-Floor Issuance.**

8.4 Most-Favored Nation. Until this Note converts or is terminated, if the Company issues any subsequent convertible or reloadable/Event Proceeds Participation instrument with economic terms that are, in the aggregate, more favorable than those of this Note (including a lower valuation cap, superior Event Proceeds Participation economics, or enhanced reload rights), the Company shall promptly notify Investor in writing, and Investor may elect, by written notice within fifteen (15) Business Days, to amend this Note to include such more favorable economic terms, effective as of the issuance date of such subsequent instrument.

8.5 No Better Terms. The Company shall not issue any subsequent convertible or reloadable/Event Proceeds Participation instrument at a lower effective valuation cap or with superior economic rights to those provided herein unless the Company concurrently offers Investor the right to amend this Note to incorporate such superior economics on substantially the same terms.

8.6 ESOP Carve-Out. **Nothing in this Note shall restrict the Company from adopting, maintaining, or issuing equity awards under its employee share option plan or equity incentive plan in the ordinary course. Event Proceeds Participation is payable only from Event Proceeds (or a Performance-Based Payment Amount, if applicable) and shall not be interpreted to apply to be paid from, or reduce any ESOP reserve.**

9. Transfer; Assignment; Lock-Ups

9.1 Transfer. This Note may not be transferred or assigned without the Company’s prior written consent, except to Affiliates or fund vehicles under common control with the Investor.

9.2 Lock-Up (Optional). The Investor agrees to customary lock-up periods in connection with an IPO or major Liquidity Event.

10. Confidentiality; Publicity

10.1 Confidentiality. The terms of this Note and any non-public Company information shall be kept confidential, subject to customary exceptions (counsel, auditors, LPs under NDA, legal compulsion).

10.2 Publicity. No use of either party’s name, marks, or logos without prior written consent, except for customary transaction announcements [subject to timing coordination].

11. Term; Termination

11.1 Term. This Note remains in effect until the earlier of (i) full conversion and satisfaction of Event Proceeds Participation obligations; (ii) mutual termination; or (iii) a terminal Liquidity Event with distributions settled.

11.2 No Redemption Right. There is no unilateral redemption by the Company unless expressly agreed in writing with the Investor.

12. Governing Law; Dispute Resolution

12.1 Governing Law. This Agreement is governed by the laws of [State], without regard to conflicts of law principles.

12.2 Venue. Exclusive jurisdiction and venue lie in the state or federal courts located in [County, State].

12.3 Injunctive Relief. The parties agree that breach of Sections 7–10 may cause irreparable harm; equitable relief is available in addition to damages.

12.4 Attorneys' Fees. The prevailing party in any action arising out of this Agreement shall be entitled to reasonable attorneys' fees and costs.

13. Miscellaneous

13.1 **Entire Agreement.** This Agreement (with Exhibits) constitutes the entire agreement with respect to the subject matter and supersedes prior discussions.

13.2 **Amendments; Waivers.** Any term of this Note and any related covenant obligations of the Company applicable to the Notes may be amended or waived with the written consent of the Company and the Majority Investors; provided, that any amendment or waiver that disproportionately and adversely affects a particular Investor (including any reduction to such Investor's economic rights, Valuation Cap, Event Proceeds Participation, or Reload rights) shall also require the written consent of that Investor. Any such amendment or waiver shall be binding upon the Company and all Investors.

13.3 **Notices.** Notices must be in writing and delivered by recognized courier or email with confirmation to the addresses below.

13.4 **Counterparts; E-Sign.** This Agreement may be executed on the following signature page in counterparts and by electronic signatures, each deemed an original.

(The Remainder of This Page Intentionally Left Blank)

Reloadable Note™ Standardized Version RLN 4.6 (Governing)

Company: _____

Name: _____

Title: _____

Email / Address: _____

Signature: _____

Investor: _____

Name: _____

Title: _____

Email / Address: _____

Signature: _____

Exhibit A — Conversion & Reload Mechanics

A1. Conversion Formula (Qualified Institutional Priced Equity Financing).

Shares Issued = (Elected Conversion Amount ÷ Per-Share Price at Valuation Cap).

Per-Share Price at Valuation Cap = Valuation Cap ÷ Fully Diluted Share Count immediately prior to the Financing Event.

Investor receives the same security sold in the Qualified Institutional Priced Equity Financing.

A2. Liquidity Event Mechanics.

Liquidity Event mechanics. Immediately prior to consummation of a Liquidity Event, the Investor shall receive the greater of (i) the Event Proceeds Participation then due under Exhibit B or (ii) the amount realizable had the Investor converted at the Valuation Cap immediately prior to such transaction.

A3. Reload.

At each Financing Event, the Investor may apply some or all Event Proceeds Participation otherwise payable in

cash to purchase additional Securities at the Valuation Cap, up to the Equity Rights Cap Percentage [or higher if mutually agreed].

A4. Worked Example (Illustrative).

Investment Amount: \$1,000,000; Valuation Cap: \$5,000,000; Equity Rights Cap Percentage: 20%.

Series A at \$10,000,000 post: Investor elects to convert \$400,000 and receive \$200,000 Event Proceeds Participation; then elects to Reload \$200,000 into equity at the Cap. Updated ownership and remaining Event Proceeds Participation Multiple are shown on an accompanying cap-table schedule.

Exhibit B — Application of Event Proceeds

B1. Order of Payments at Each Event (from Event Proceeds). Upon the occurrence of an Event, all Event Proceeds shall be applied in the following order of priority:

1. **Transaction costs.** First, to pay all reasonable and documented fees and expenses incurred in connection with the Event, including legal, banking, accounting, and filing fees.
2. **Permitted senior indebtedness.** Second, to pay in full all indebtedness of the Company that is, by its written terms, expressly senior in right of payment to the Investor's Event Proceeds Participation. This includes bank credit facilities, venture debt facilities, and other similar working capital or project finance arrangements that have been approved by the Board and, where required under this Note, consented to by the Investor.
3. **Event Proceeds Participation to Investor.** Third, to pay the Investor the Event Proceeds Participation described in Section 4 of the Note, until the Investor has received the Event Proceeds Participation Multiple set forth in the Term Sheet or this Exhibit B.
4. **Company reserves.** Fourth, to establish or replenish reasonable reserves for the Company, as approved by the Board, for working capital, runway, and other bona fide operating needs.

5. **Residual proceeds.** Fifth, any remaining Event Proceeds shall be distributed to the holders of the Company's equity securities in accordance with the Company's charter and applicable agreements, which may include founder and employee bonuses that are consistent with Company policy and any investor protective provisions.

B2. No unintended seniority. For the avoidance of doubt, no other convertible securities, notes, SAFEs, or profit sharing instruments shall rank senior to the Investor's Event Proceeds Participation under this waterfall unless the Investor has provided prior written consent to such senior ranking.

B3. Performance-Based Events (No Ongoing Sweep). If a Performance-Based Event occurs, the Company shall pay the Investor the Performance-Based Payment Amount specified below within [] Business Days of the trigger date. The parties acknowledge this is a one-time, event-based payment and does not create any monthly, quarterly, or ongoing revenue participation.

Example:

Revenue trigger: "TTM revenue \geq \$X, pay Y% of TTM revenue" (or fixed amount)
Time trigger: "At year N, pay \$Z" (or % of some metric)

Exhibit C — Founder Safeguard (Optional)

C1. Trigger. If, as a result of (i) conversions under this Note at a Financing Event and (ii) the new-money round, founders' aggregated fully diluted ownership would fall below []%, the Company may exercise the Founder Safeguard.

C2. Operation. The Company may substitute a portion of the Investor's equity conversion otherwise scheduled for that event with smart, timed Event Proceeds Participation, paid at that event and/or a subsequent Financing Event per Exhibit B.

C3. Preservation of Investor Rights. Any substituted amount retains the Investor's right to Reload at the Valuation Cap at a later Financing Event.

Reloadable Note™ Standardized Version RLN 4.6 (Governing)

Exhibit D — Notices

Company:
[Company Name]
[Address]
Attn: [Name, Title]
Email: [Email]

Investor:
[Investor Name]
[Address]
Attn: [Name, Title]
Email: [Email]

Reloadable Note™ Standardized Version RLN 4.6 (Governing)