

{COMPANY❶X}
INSTRUCTIONS FOR CONVERTIBLE NOTE PURCHASE PACKAGE

This Convertible Note Purchase Package is to be used to raise “seed capital” for {COMPANY❶X}, {a} {COMPANYSTATE❶X}, {COMPANYENTITYTYPE❶X} (the “Company”) prior to the time that a Private Placement Memorandum (“PPM”) has been prepared. The Note is convertible, at the option of the Purchaser, into membership units (the “Units”) of the Company or its first fund. This packet contains the following documents:

- **CONVERTIBLE NOTE PURCHASE AGREEMENT**
- **CONVERTIBLE PROMISSORY NOTE (Exhibit A)**
- **ELECTION TO CONVERT (Exhibit B)**
- **CONFIDENTIAL STATEMENT OF INVESTOR SUITABILITY (Exhibit C)**
- **SIGNATURE PAGE (Exhibit D)**

1. All investors must review the Convertible Note Purchase Agreement.
2. All investors must complete the Confidential Statement of Investor Suitability.
3. The Signature Page, representing the signature page for the Convertible Note Purchase Agreement and the Confidential Statement of Investor Suitability, must be completed and executed by each person purchasing Units.
4. All investors and their spouses will be furnished with, and must execute, a Right of First Refusal Agreement (separately available from the Company) if they elect to convert the obligation represented by the Note into Units.
5. Any persons employing a purchaser representative must have him or her complete a Purchaser Representative Questionnaire (separately available from the Company), and the investor must execute the Acknowledgement at the end of that form.
6. Payment. All packages must be accompanied by a check in the amount of the principal balance of the Note. The check must be payable to the Company.

WHERE TO SEND DOCUMENTS:

All of the appropriate documents should be delivered to the Company at the address shown below. Please keep one copy for your files. Any questions concerning the completion or delivery of the documents contained in this Convertible Note Purchase Package may be directed to the Company, Attn:

{COMPANY❶X}
{COMPANYADDRESS❶X}

Failure to comply with the above will constitute an invalid Convertible Note Purchase and, if not corrected, may result in the rejection of your Convertible Note Purchase request. Time is of the essence.

ALL INFORMATION REQUESTED MUST BE COMPLETED

CONVERTIBLE NOTE PURCHASE AGREEMENT

This Convertible Note Agreement (the “Agreement”) is entered into as of this {NOTEEFFECTIVEDATE}, between {COMPANY●X}, {a} {COMPANYSTATE●X} {COMPANYENTITYTYPE●X} (the “Company”), and the Purchaser listed on the Signature Page attached hereto as Exhibit D. Subject to the terms and conditions hereinafter set forth, the Parties hereto agree as follows:

1. PURCHASE AND SALE OF CONVERTIBLE NOTE

1.1. Purchase and Sale of the Note

Subject to the terms and conditions of this Agreement, effective as of the date hereof, the Company agrees to and does issue, sell and deliver to Purchaser, and Purchaser agrees to and hereby does purchase from the Company for cash in the full amount set forth next to Purchaser’s name listed on Exhibit D attached hereto, a Convertible Promissory Note (“Note”) in the form set forth in Exhibit A attached hereto, to be signed by Company and made payable in the principal amount set forth next to such Purchaser’s name on Exhibit D. Purchaser’s obligation hereunder is unconditional, without limitation, and is not conditioned on the issue and sale of any other notes or Units to any other person or entity.

1.2. Conversion

Purchaser may, at their sole option, convert the entire original principal balance of its Note and all accrued interest then due into fully paid and non-assessable Units of the Company’s Membership Units (the “Units”). Elections shall be in writing in the form attached hereto as Exhibit B, and shall be effective when delivered to the Company, along with surrender of the Note. The number of Units that Purchaser is entitled to receive shall be determined by the Managing Member of the Company by discounting the fair market value of the Company’s Membership Units at the time of such conversion by ten percent (10%) (the “Discount Percent”). The fair market value shall be the last purchase price paid by a third party in an arms-length transaction, provided, however, that if the Company is then engaged in a private offering of its securities, the fair market value shall be the then per unit offering price as set by the Company's Managing Member. By way of example, if the offering price were \${SEEDROUNDUNITPRICE} ({SEEDROUNDUNITPRICE}) per unit, Purchaser's Note, including interest accrued, shall be converted at \${SEEDROUNDCONVERSIONPRICE} ({SEEDROUNDCONVERSIONPRICE}) per unit. No partial conversions shall be permitted without the prior written approval of the Company. No fractional Units of the Membership Interests shall be issued upon conversion of the Note or exercise of the Purchase Right. The Company shall allow the election to convert to become effective as set forth in Sections 1.3 and 1.4.

1.3. For Accredited Investors.

If Purchaser qualifies as an “Accredited Investor” as defined by Rule 501(a) of Regulation D of the Securities Act of 1933 (the “Act”) as disclosed in Exhibit C attached hereto, then as promptly as practicable after the receipt of such Election and the surrender of the Note, the Company shall issue and deliver to such Purchaser a certificate for the number of whole Units issuable upon the designated conversion of the Note. The number of Units that such Purchaser is entitled to receive shall be determined as follows:

1.3.1. Election During Seed Capital Round.

If such Accredited Purchaser submits its Election while the Company is still engaged in its first round of raising “Seed Capital”, then the number of Units into which the Note may be converted shall be determined by dividing the sum of (i) the outstanding principal amount of the Note to be converted, (ii) all accrued interest thereon to the date of conversion, and (iii) all other indebtedness that Company may then owe Purchaser under the Note, by ninety percent (90%) of the fair market value of one membership unit as determined by the Company’s Board of Directors.

1.3.2. Election After Seed Capital Round.

If such accredited Purchaser submits its Election after the Company has completed its Seed Capital Round and when it has prepared a Private Placement Memorandum (“PPM”), then the number of Units into which the Note may be converted shall be determined as in Section 1.3.2 except that the fair market value shall be the then-current per-share unit established in the PPM. By way of example, if the then-current offering price were $\text{\$}\{POSTSEEDROUNDUNITPRICE\}$ ($\{POSTSEEDROUNDUNITPRICE\}$) per unit, Purchaser’s Note, giving effect to the 10% reduction, would be converted at $\text{\$}\{POSTSEEDROUNDCONVERSIONPRICE\}$ ($\{POSTSEEDROUNDCONVERSIONPRICE\}$) per unit.

1.4. Non-Accredited Purchasers.

If Purchaser does not qualify as an “Accredited Investor” as defined by the Act, then Company shall have the right, at Company’s sole discretion, to delay the effectiveness of such Election until such time as it has completed and delivered a copy of its PPM to such Purchaser and Purchaser has had five (5) business days to review it. Thereafter, the Company shall issue and deliver to such Purchaser a certificate for the number of whole Units issuable upon the designated conversion of the Note calculated in the same manner as set forth in Section 1.3.2, unless prior to the expiration of such five-day period Purchaser has notified Company of its desire not to so convert its Note.

2. REPRESENTATIONS AND WARRANTIES OF THE COMPANY

The Company represents and warrants to the Purchaser with respect to the transactions contemplated hereby as follows

2.1. Organization and Standing.

The Company is a limited liability company duly organized and existing under the laws of the State of $\{COMPANYSTATE\}$ and is in good standing under such laws. The Company has the requisite power to own its assets and to carry on its business as presently conducted and as proposed to be conducted.

2.2. Corporate Power.

The Company has all requisite legal and corporate power to execute and deliver this Agreement and to carry out and perform its obligations under the terms of this Agreement, and to sell and issue the Units upon conversion of the Note.

2.3. Authorization.

All corporate action on the part of the Company and its directors and unit Purchasers necessary for the authorization, execution, delivery, and performance of this Agreement has been or will be taken and the Units, when authorized and issued in compliance with the provisions of this Agreement, will be validly issued, fully paid, and non-assessable, and will be free of any liens or encumbrances; provided, however, that the Units may be subject to restrictions on transfer under state and/or federal securities laws and as otherwise set forth herein.

3. REPRESENTATIONS AND WARRANTIES OF THE PURCHASER.

Purchaser represents and warrants to the Company with respect to the transactions contemplated hereby, including the conversion of the Note and issuance of Units (the Note and Units are sometimes collectively referred to as the “Securities”), as follows:

3.1. Authorization

Purchaser has full power and authority to enter into the Agreement and such Agreement constitutes its valid and legally binding obligation, enforceable in accordance with its terms.

3.2. Purchased Entirely for Own Account

This Agreement is made with Purchaser in reliance upon Purchaser’s representation to the Company, which Purchaser hereby confirms, that the Securities to be received by the Purchaser are being acquired for

investment for Purchaser's own account, not as nominee or agent, and not with a view to the resale or distribution of any part thereof, and that Purchaser has no present intention of selling, granting a participation in, or otherwise distributing the same.

3.3. Restricted Securities

Purchaser understands that the Convertible Promissory Note and the Units into which it is convertible 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 will be subject to restrictions upon their transferability. The Units will not be, and you will have no right to require that the Units be, registered under the Act. There is no public market for the Notes or the Units, and none is expected to develop; and, accordingly, it may not be possible for the undersigned to liquidate the undersigned's investment in the Company.

3.4. Disclosure of Risk Factors

Purchaser represents and warrants to the Company with respect to the transactions contemplated hereby that purchaser is aware of the following risk factors, which list is not an all-inclusive list:

3.4.1. Speculative Investments

Purchaser is aware that the Convertible Note is a speculative investment that involves a substantial degree of risk of loss by the undersigned of the undersigned's entire potential investment in the Company and that the undersigned understands and takes full cognizance of the risks related to the purchase of the Convertible Note.

3.4.2. Start-Up Company

Purchaser is aware that the Company is a start-up company, having only been formed in {COMPANYINCORPORATIONDATE}, and thus is subject to all of the risks typically inherent in start up companies. Among other things, the Company has not operating history, and currently has no funds with which to commence operations. It is using your funds to assist it to produce the documentation necessary to raise operating capital in compliance with state and federal regulations pertaining thereto. There is no guarantee that the Company will, in fact, be able to raise sufficient operating capital to commence operations, or if it does commence operations, that those operations will be profitable.

3.4.3. Lack of Escrow - Immediate Use of Funds.

There will be no escrow of funds and all proceeds from your loan and the potential loans of other persons will be immediately available to the Company for its operating expenses. In addition, there is no minimum amount of money the Company must raise to close this Offering. In the event the Company does not raise sufficient money to complete its compliance round of funding, a subscriber's entire investment may be lost.

3.4.4. Key Personnel

We depend on key personnel, and attracting qualified management personnel to our business could be harmed if we lose key personnel and cannot attract new personnel.

3.5. Disclosure of Information

Purchaser believes it has received all the information it considers necessary or appropriate for deciding whether to purchase the Convertible Note. Purchaser further represents that it has had an opportunity to ask questions and receive answers from the Company regarding the terms and conditions of the offering of the Securities and the business, properties, prospects and financial condition of the Company. Purchaser has had adequate opportunity to consult with its professional advisors, including legal and tax counsel, to satisfy itself with respect to the attributes of the investment.

3.6. Legends

It is understood that the certificates evidencing the Convertible Notes/securities may bear one or more of the following legends, or any other legends that may be required:

“THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED. THESE SECURITIES HAVE BEEN ACQUIRED FOR INVESTMENT ONLY AND MAY NOT BE OFFERED, SOLD, TRANSFERRED, PLEDGED OR HYPOTHECATED IN THE ABSENCE OF AN EFFECTIVE REGISTRATION STATEMENT FOR THE SECURITIES UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR AN OPINION OF COUNSEL SATISFACTORY TO THE COMPANY, THAT REGISTRATION IS NOT REQUIRED UNDER SAID ACT.”

3.7. Payment of Finder’s Commission

Purchaser acknowledges that it has been advised that the Company may be paying fees to a finder in connection with Purchaser’s purchase of the Note, which fee may consist of a cash payment of up to ten percent (10%) of the principal amount of Purchaser’s Note.

3.8. Information Concerning Company

Purchaser understands that the Company contemplates using the funds derived from the Company’s sale of the Securities to obtain those goods and services for “compliance” purposes including, but not limited to, preparation of its business plan, refining its business model, preparing a Private Placement Memorandum, consulting with professional business advisors in those areas in which management of the Company may need additional expertise, and related salary expenses. Because the Company is still in its initial stages, the use of proceeds is difficult to state with certainty, and the actual conduct of Company’s business could vary from the direction stated hereinabove. As a result, Purchaser understands that the Company has made no representation, warranty, or agreement (i) that its future operations will be in strict accordance with its current Plan, or (ii) regarding the accuracy of any forecasts as to the future financial results of the Company’s operations.

4. MISCELLANEOUS

4.1. Governing Law

This Agreement, and any and all claims and disputes arising out of or relating to this Agreement shall be governed by and construed under the laws of the State of {GOVERNINGLAW} without reference to principles of conflict of laws.

4.2. Survival of Warranties

All agreements, representations, and warranties made in writing by or on behalf of the Company and/or Purchaser in connection with the transactions contemplated by this Agreement, shall survive execution and delivery of this Agreement, Purchaser’s purchase of the Convertible Note under this Agreement, and any disposition of the securities acquired on such conversion.

4.3. Notices

All notices and other communications required or permitted under this Agreement shall be in writing and shall be deemed to have been given when personally delivered to the party to whom the notice or communication is to be given, if sent by overnight delivery, on the day after it is sent, or, if mailed, on the third day after mailing. Mailing shall be by first-class mail, postage prepaid, and if addressed to Purchaser to the address next to the name of such Purchaser as shown on the signature page for such Purchaser, and if to the Company, to the following address:

{COMPANY☉X}

{COMPANYADDRESS☉X}

With a copy to:

[Law Firm Name]

[Law Firm Address]

4.4. Complete Agreement.

This Agreement and the other documents delivered under it constitute the full and entire understanding and agreement between the parties with regard to the subjects of this Agreement and said documents supersede all prior and contemporaneous agreements, representations, and understandings of the parties.

4.5. Miscellaneous.

Except as otherwise expressly provided in this Agreement, the provisions of this Agreement shall inure to the benefit of, and be binding on, the successors, assigns, heirs, executors, and administrators of the parties to this Agreement, provided however, that Purchaser may not assign any of its rights or obligations under this Agreement without the prior written consent of the Company, which may be withheld in its absolute discretion. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument. All exhibits and all schedules to this Agreement are incorporated in this Agreement as if set forth in full. The various headings of this Agreement are for convenience of reference only, shall not affect the meaning or interpretation of this Agreement, and shall not be considered in construing this Agreement. Each party will pay the fees, expenses, and disbursements of its counsel in connection with this Agreement and any amendments or waivers under or in respect to this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the date first written above.

{COMPANY❶X}

{A} {COMPANYSSTATE❶X} {COMPANYENTITYTYPE❶X}

{COMPANYSIGNATORY❶X}, {COMPANYSIGNATORYTITLE❶X}

(Signature of Purchaser is provided for on Signature Page.)

EXHIBIT A

THE SECURITIES REPRESENTED BY THIS CONVERTIBLE PROMISSORY NOTE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED. THESE SECURITIES HAVE BEEN ACQUIRED FOR INVESTMENT ONLY AND MAY NOT BE OFFERED, SOLD, TRANSFERRED, PLEDGED OR HYPOTHECATED IN THE ABSENCE OF AN EFFECTIVE REGISTRATION STATEMENT FOR THE SECURITIES UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR AN OPINION OF COUNSEL SATISFACTORY TO THE COMPANY, THAT REGISTRATION IS NOT REQUIRED UNDER SAID ACT.

{COMPANY❶X}

CONVERTIBLE PROMISSORY NOTE

FOR VALUE RECEIVED on the ____ day of _____, 202__, {COMPANY❶X}, {A} {COMPANYSTATE❶X} {COMPANYENTITYTYPE❶X} with its offices located at _____ (the “Company”) promises to pay to _____ or her/its/their assigns (“Purchaser”) the amount of _____ (\$_____), together with all accrued and unpaid interest thereon as set forth below.

Interest will accrue on the unpaid principal balance of this Note at the rate of {NOTEINTERESTRATE} per annum commencing on the date hereof, based upon a 360-day year, and such interest shall be payable at the Maturity Date or, at Company’s sole option, may be prepaid, in whole or in part, at any time by the undersigned without premium or penalty on not less than 10 days prior written notice. If not sooner converted as provided below, the entire unpaid balance of Principal and all accrued and any unpaid interest shall be due and payable on or before 4:30 P.M. on the first business date to occur six months (6) from the date hereof (the “Maturity Date”). Payment of principal and interest hereunder shall be made by check delivered to the Purchaser at the address furnished to the Company for that purpose.

The entire outstanding principal balance of, and all accrued and unpaid interest on, this Note may be converted at any time on or before the Maturity Date by written notice by the Purchaser delivered to the Company. This Note may be prepaid by the Company at anytime prior to the Maturity Date without penalty; provided however; a minimum of 3 months prepaid, non-refundable interest shall be paid to the Purchaser hereto. Any prepayment shall include all accrued interest after taking into account the 3 month’s of prepaid interest. Any such conversion shall be as provided for in the Convertible Note Purchase Agreement between the Company and the Purchaser dated the same date as this Note. This Note is subject to all of the terms and conditions of such Agreement.

All payments of interest and principal shall be in lawful money of the United States of America. All payments shall be applied first to costs of collection, if any, then to accrued and unpaid interest, and thereafter to principal.

The terms of this Note shall be construed in accordance with the laws of the State of {GOVERNINGLAW} as applied to contracts entered into by its residents within that State and which are to be performed entirely within such State. This Note is being issued by the Company on or about the date hereof and any of the terms of this Note (including, without limitation, the Maturity Date, the rate of interest, and the conversion features) may be waived or modified only in writing, signed by both parties.

{COMPANY❶X}, {A} {COMPANYSTATE❶X} {COMPANYENTITYTYPE❶X}

{COMPANYSIGNATORY❶X}, {COMPANYSIGNATORYTITLE❶X}

EXHIBIT B

NOTICE OF CONVERSION
AT THE ELECTION OF THE PURCHASER
(To Be Signed Only Upon Conversion of Note)

TO: {COMPANY ☒ X}

The undersigned, the purchaser of the attached Convertible Promissory Note, hereby surrenders such Note for conversion into fully paid and non-assessable Membership Units of the Company to the extent of the full-unpaid principal balance of such Note, plus all accrued and unpaid interest thereon.

Please issue to me a certificate for the Units to be issued in my name or the name set forth below, and deliver them to me at the following address:

Dated: _____

(Signature must conform in all respects to
the name of Purchaser as specified on the face of
the Note)

(Print)

**[TO BE COMPLETED AND SIGNED
BY ALL INDIVIDUAL INVESTORS]**

EXHIBIT C

CONFIDENTIAL STATEMENT OF INVESTOR SUITABILITY

In order to comply with the requirements of federal and state securities laws, Units of the Company may be sold only to persons or entities meeting the suitability standards established by the Company.

The purpose of this Statement is to obtain information from each prospective investor relating to the investor's knowledge and experience in financial and business matters and to the investor's ability to bear the economic risks of the proposed investment. Such information is required in order to determine whether or not the suitability standards have been met by the prospective investor. Please answer questions concerning prior business and financial experience and investment decision-making in detail.

By signing this Statement you agree that it may be shown to such authorized persons as the Company may deem appropriate to establish that the offer and/or sale of this investment in the Company will not result in any violation of any laws or regulations of any jurisdiction.

A separate Statement must be completed for each co-owner of Units, except that spouses may complete a joint Statement.

You make the following representations with the intent that they may be relied upon by the Company and other persons designated by the Company.

(Please Print or Type)

I. BIOGRAPHICAL INFORMATION (If Joint Subscriber, provide information for both.)

A. Name(s): _____ Birth date: _____
(Print)

_____ Birth date _____
(Print)

B. State of Residency: _____

C. Business address and telephone no.: _____

D. Business and/or professional education and degrees:

School	Location	Degree	Year Rec'd.
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_____	_____	_____	_____
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_____	_____	_____	_____
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II. INVESTOR STATUS

You are either (1) an “Accredited Investor” as that term is defined in Rule 501(a)(1) of Regulation D of the Act, or (2) a Non-accredited Investor (please select one or more of the following):

(1) You acknowledge that you are an “Accredited Investor,” for you are: **[Please Initial]**

_____ A natural person whose individual net worth, or joint net worth with Purchaser’s spouse at the time of purchase of the Note, exceeds \$1,000,000.

_____ A natural person who has an individual income in excess of \$200,000 in each of the two most recent years or joint income with Purchaser’s spouse in excess of \$300,000 in each of those years and has a reasonable expectation of reaching the same income level in the current year.

(2) You acknowledge that you are a non-accredited investor, which for purposes of this Convertible Note Purchase Agreement is defined as being: **[Please Initial]**

_____ A natural person having an estimated annual gross income which will exceed \$75,000 and a net worth, exclusive of personal residence, furnishings and automobiles, of at least \$150,000.

_____ A natural person having a pre-existing personal or business relationship with either the Company or its principals and by reason of the undersigned’s business or financial experience (either alone or with the aid of a purchaser representative), the undersigned has the capacity to protect the undersigned’s own interest in connection with this transaction.

_____ A natural person whose net worth, exclusive of personal residence, furnishings and automobiles, is at least ten (10) times the amount of the investment being contemplated herein.

Purchaser acknowledges that the foregoing representations and warranties are true and accurate as of the date hereof and will be true and accurate as of the date of the delivery of the funds to the Company and beyond. If in any respect such representations and warranties will not be true and accurate prior to delivery of the Initial Principal Balance on the Promissory Note, you agree to give written notice of such fact to the Company, specifying which representations and warranties are not true and accurate and the reasons for the inaccuracy.

III. SUITABILITY

In reaching the decision to invest in the Note, Purchaser has carefully evaluated its financial resources and investment position and the risks associated with this investment, and acknowledge that it is able to bear the economic risks of this investment. Purchaser acknowledges that it understands this is an investment in a start-up business and involves a high degree of risk. By electing to participate in this investment, Purchaser realizes Purchaser may lose its entire investment. Purchaser further acknowledges that its financial condition is such that it is not under any present necessity or constraint to dispose of the Note to satisfy any existing or contemplated debt or undertaking.

IV. INVESTOR REPRESENTATIONS

The undersigned hereby represents to the Company as follows:

- a. They understand that the securities being purchased have not been registered pursuant to the Act or any state securities laws and that they have been acquired for investment only and not with a view to distribution within the meaning of the Act and the rules and regulations promulgated thereunder. The holder of the securities has agreed not to effect a disposition of the securities unless or until (1) a registration statement under the Act and applicable state securities laws pertaining to the securities has become effective, or (2) the Company has received an opinion of counsel satisfactory to it that registration under the Act and applicable state securities laws is not required in connection with such disposition.

- b. They understand that the securities for which they hereby subscribe are being acquired solely for their own account for investment only, and are not being purchased with a view to or for the resale, distribution, subdivision or fractionalization thereof; they have no present plans to enter into such contract, undertaking, agreement or arrangements.
- c. They acknowledge and are aware of the following: (1) that the Company has had no operating history; and that the securities are speculative investments, which involve a high degree of risk of loss of their entire investment in the Company; (2) that there are substantial restrictions on the transferability of the securities; the securities will not be, and investors in the Company have no rights to require that the securities be, registered under the Act; there is no public market for the securities and no assurance that one will develop.

V. SECURITIES LAWS NOTICES

For residents of all states: the interests offered hereby have not been registered under the securities act of 1933, as amended (the “act”) or the securities laws of certain states and are being offered and sold in reliance on exemptions from the registration requirements of said act and such laws. The interests are subject to restriction on transferability and resale and may not be transferred or resold except as permitted under said act and such laws pursuant to registration or exemption therefrom together with an opinion of counsel satisfactory to the issuer that such registration is not required under said act or such laws. The interests have not been approved or disapproved by the sec or other regulatory authority, nor have any of the foregoing authorities passed upon or endorsed the merits of this offering or the accuracy or adequacy of the offering. Any representation to the contrary is unlawful.

NASAA legend: in making an investment decision investors must rely on their own examination of the issuer and the terms of the offering including the merits and risks involved. These securities have not been recommended by any federal or state securities commission or regulatory authority. Furthermore, the foregoing authorities have not confirmed the accuracy or determined the adequacy of this document. Any representation to the contrary is a criminal offense. These securities may be subject to restrictions on transferability and resale and may not be transferred or resold except as permitted under federal and state securities laws. Investors should be aware that they might be required to bear the financial risks of this investment for an indefinite period of time.

VI. SIGNATURE PAGE

The signature page for this document is located on the following page.

**[TO BE COMPLETED AND SIGNED
BY ALL INDIVIDUAL INVESTORS]**

EXHIBIT D

SIGNATURE PAGE (For Individuals)

This page constitutes the signature page for INDIVIDUALS for the following documents: (a) the Convertible Note Purchase Agreement and (b) the Confidential Statement of Investor Suitability. Execution of this Signature Page constitutes execution of such documents.

IN WITNESS WHEREOF, the undersigned has executed the Convertible Note Purchase Agreement and the Confidential Statement of Investor Suitability this ___ day of _____, 201_.

Signature of Investor

Signature of Spouse
(or Joint Investor, if any)

Print Name of Investor

Print Name of Spouse
(or Joint Investor, if any)

Social Security Number

Social Security Number of Spouse
(or Joint Investor, if any)

Address: _____

Address: _____

Principal Balance on Promissory Note: _____

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Label	Question	Answer
NOTEINTERESTRATE	How much is the annual interest rate offered by the Note? (example, “10%”)?	[??]
NOTEEFFECTIVEDATE	When is the Effective Date of the Note?	[??]
COMPANYINCORPORATIONDATE	When is the Incorporation Date of the Company?	[??]
SEEDROUNDUNITPRICE	What is the Unit Offering Price during the Seed Round?	[??]
SEEDROUNDCONVERSIONPRICE	What is the Conversion Price during the Seed Round?	[??]
POSTSEEDROUNDUNITPRICE	What is the Unit Offering Price after the Seed Round?	[??]
POSTSEEDROUNDCONVERSIONPRICE	What is the Conversion Price after the Seed Round?	[??]
GOVERNINGLAW	Which State governs the interpretation and applicable law of the Convertible Note?	[??]
VENUE	Which State serves as the Venue for any disputes concerning the Note?	[??]

COMPANY	COMPANYENTITYTYPE	COMPANYSTATE	COMPANYADDRESS	COMPANYEMAIL	COMPANYPHONE	COMPANYSIGNATORY	COMPANYSIGNATORYTITLE
What is the Name of the Investment Entity?	What type of Entity is the Investment Entity?	In which State is the Investment Entity registered?	What is the Address of the Investment Entity?	What is the Email of the Investment Entity?	What is the Phone of the Investment Entity?	Who is the Signatory of the Investment Entity?	What is the Title of the Signatory of the Investment Entity?
[??]	[??]	[??]	[??]	[??]	[??]	[??]	[??]