

THIS INSTRUMENT AND ANY SECURITIES ISSUABLE PURSUANT HERETO HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE “SECURITIES ACT”), OR UNDER THE SECURITIES LAWS OF CERTAIN STATES. THESE SECURITIES MAY NOT BE OFFERED, SOLD OR OTHERWISE TRANSFERRED, PLEDGED OR HYPOTHECATED EXCEPT AS PERMITTED UNDER THE ACT AND APPLICABLE STATE SECURITIES LAWS PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT OR AN EXEMPTION THEREFROM.

REVENUE NOTE AGREEMENT

Date of Note: _____
Principal Amount: _____
City and State of Lender: _____
Payment Start Date: _____

For value received, [_____] (the “**Borrower**” or the “**Company**”), hereby promises to pay to the order of [_____] (“**Lender**”), in lawful money of the United States of America and in immediately available funds, the Principal Amount (set forth above), together with accrued and unpaid interest thereon, in the manner set forth below. All unpaid interest and principal shall be payable on the Maturity Date (defined below).

1. **Definitions.**

- a. “**Gross Revenues**” means all of the Borrower’s cash receipts, from all sales of any kind, including prepaid licenses, without any deduction or offset of any kind.
- b. “**Interest Rate**” means []%
- c. “**Lenders**” means all of the purchasers of Notes in the crowdfunding offering of which this Note is a part.
- d. “**Maturity Date**” means that date which is [] years from the effective date of the first Note sold in this crowdfunding offering.
- e. “**Measurement Period**” means the period of time with respect to which a payment is made.
- f. “**Note**” means this Note. “**Notes**” means all of the Notes issued in the crowdfunding offering of which this Note is a part.
- g. “**Payment Start Date**” means the date specified above, except in the case of a Permitted Deferral.
- h. “**Permitted Deferral**” is defined in Section 3.1(a) hereof.

i. “*Pro-Rata Share*” or a Lender’s “*ratable interest*” or the like shall be deemed to refer, at any time, to a fraction, the numerator of which is the initial amount of the Note issued to such Lender, and the denominator of which is the total amount of all the Notes issued in this offering.

j. “*Repayment Limiter*” means the amount that is []x the amount of the Note.

k. “*Revenue Percentage*” means []%. All Lenders in the offering who invest the same amount will receive the same Revenue Percentage based on the amount of their Notes.

2. Basic Terms.

a. Group of Revenue Notes. This Note is issued as part of a group of identical notes issued to a number of lenders in the offering.

b. When Paid in Full. The Note will be considered paid in full and this agreement will terminate when the Borrower has paid the Lender all of the outstanding principal and all unpaid accrued interest; *provided, however*, that in no event will the Borrower be obligated to pay to the Lender an aggregate amount in excess of the Repayment Limiter. Notwithstanding anything to the contrary contained in this Section, in the Event of a Default, the Borrower will owe Lender additional amounts as set forth herein.

c. Interest Rate. The outstanding Principal Amount of the Note shall accrue interest at the lesser of the Interest Rate or the maximum rate permissible by law, non-compounding, simple interest calculated on the basis of a 365-day year and the actual number of days elapsed.

3. Payments.

a. Repayment Schedule. Beginning on the Payment Start Date, Borrower shall make quarterly payments to the Lender until the outstanding Principal Amount of the Note (and all unpaid accrued interest through the date of each such payment) is repaid in full; *provided, however*, that in the event the Borrower has not been able to resume normal business operations due to restrictions put in place by a governmental authority relating to Coronavirus/COVID-19 pandemic, then at any time the Company may defer up to [2] of such payments upon notice to Lender (each, a “*Permitted Deferral*”).

b. Amount of Each Payment. The amount of each payment shall be the product of the Revenue Percentage and the Gross Revenues from the Measurement Period ended immediately prior to the payment date.

c. Timing of Payment. The Borrower will make the payment to the Lender hereunder (or cause the payments to be made through an agent) within thirty (30) days of the end of each Measurement Period.

d. Order of Application of Payments. All payments under this Agreement shall be applied first to interest, to the minimum extent allowable by applicable law, and then to principal.

e. Place of Payment. All amounts payable hereunder shall be made in lawful money in immediately available funds, payable at the office of Wefunder, Inc., c/o Lender,

[REDACTED] unless another place of payment shall be specified in writing by Lender.

f. **Pro Rata Payments.** All payments will be made pro rata among all of the Lenders.

4. **Prepayment.** The Borrower may pay off all of the Notes in their entirety at any time by paying the Lenders the unpaid principal and unpaid accrued interest for all of the Notes. The Borrower may make partial prepayments, provided that all partial prepayments shall be made pro rata among all of the lenders based on the amount of their Notes to the Borrower.

5. **Characterization of Investment.** The parties agree that they shall treat this agreement as a loan for financial and tax and all other applicable purposes, and not as equity. The Lender agrees to comply with all applicable laws governing the making of loans to businesses in the jurisdiction in which they are resident.

6. **Sharing of Payments.** If the Lender shall obtain any payment from the Borrower, whether voluntary, involuntary, through the exercise of any right of setoff or otherwise, on account of the Note in excess of its Pro-Rata Share of such payments, the Lender shall remit the excess amount to Wefunder to be shared ratably with the other lenders.

7. **Secured Note.** To secure payment of all amounts due under this Note, Borrower grants Lender, as a member of a class with all other lenders of the Notes in this offering, a security interest in all of its personal property, now existing or hereafter arising, including all accounts, inventory, equipment, general intangibles, financial assets, investment property, securities, deposit accounts, and the proceeds thereof. Borrower authorizes any holder of the Notes to file a financing statement to perfect this security interest on behalf of the entire class of Notes in this offering.

8. **Company Representations.**

a. The Company is a business entity duly organized, validly existing and in good standing under the laws of the state of its incorporation or formation, and has the power and authority to own, lease and operate its properties and carry on its business as now conducted.

b. The execution, delivery and performance by the Company of this instrument is within the power of the Company and has been duly authorized by all necessary actions on the part of the Company. This instrument constitutes a legal, valid and binding obligation of the Company, enforceable against the Company in accordance with its terms, except as limited by bankruptcy, insolvency or other laws of general application relating to or affecting the enforcement of creditors' rights generally and general principles of equity. To the knowledge of the Company, it is not in violation of (i) its current certificate of incorporation, operating agreement, bylaws, or other relevant governing agreement (ii) any material statute, rule or regulation applicable to the Company or (iii) any material indenture or contract to which the Company is a party or by which it is bound, where, in each case, such violation or default, individually, or together with all such violations or defaults, could reasonably be expected to have a material adverse effect on the Company.

c. The performance and consummation of the transactions contemplated by this instrument do not and will not: (i) violate any material judgment, statute, rule or regulation applicable to

the Company; (ii) result in the acceleration of any material indenture or contract to which the Company is a party or by which it is bound; or (iii) result in the creation or imposition of any lien upon any property, asset or revenue of the Company (except for any liens arising under the Notes) or the suspension, forfeiture, or nonrenewal of any material permit, license or authorization applicable to the Company, its business or operations.

d. No consents or approvals are required in connection with the performance of this instrument, other than: (i) the Company's corporate approvals; and (ii) any qualifications or filings under applicable securities laws.

9. Lender Representations.

a. The Lender has full legal capacity, power and authority to execute and deliver this instrument and to perform its obligations hereunder. This instrument constitutes valid and binding obligation of the Lender, enforceable in accordance with its terms, except as limited by bankruptcy, insolvency or other laws of general application relating to or affecting the enforcement of creditors' rights generally and general principles of equity.

b. If the Lender has checked the box next to "Accredited Investor" on the signature page, the Lender represents that he, she or it is an accredited lender as such term is defined in Rule 501 of Regulation D under the Securities Act. If the Lender has checked the box next to "Unaccredited Investor" on the signature page, the Lender represents that he, she or it is complying with the rules and regulations of Regulation Crowdfunding, including the investment limits set forth in Section 4(a)(6) of the Securities Act. The Lender has been advised that this Note has not been registered under the Securities Act, or any state securities laws and, therefore, cannot be resold unless they are registered under the Securities Act and applicable state securities laws or unless an exemption from such registration requirements is available. The Lender is purchasing this Note for its own account for investment, not as a nominee or agent, and not with a view to, or for resale in connection with, the distribution thereof, and the Lender has no present intention of selling, granting any participation in, or otherwise distributing the same. The Lender has such knowledge and experience in financial and business matters that the Lender is capable of evaluating the merits and risks of such investment, is able to incur a complete loss of such investment without impairing the Lender's financial condition and is able to bear the economic risk of such investment for an indefinite period of time.

10. Default. Each of the following events shall be an "Event of Default" hereunder:

a. Other than with respect to a Permitted Deferral, Borrower fails to pay any outstanding principal amount due under this Note on the date the same becomes due and payable or within five business days thereafter or any accrued interest or other amounts due under this Note on the date the same becomes due and payable or within five business days thereafter;

b. Borrower 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 company action in furtherance of any of the foregoing; or

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

Upon the occurrence of an Event of Default hereunder, all unpaid principal, accrued interest and other amounts owing hereunder shall automatically be immediately due, payable and collectible by Lender pursuant to applicable law.

11. **Parity with Other Notes.** The Borrower's repayment obligation to the Lender under this Note shall be on parity with the Borrower's obligation to repay all Notes issued in the same offering. In the event that the Company is obligated to repay the Notes and does not have sufficient funds to repay all the Notes in full, payment shall be made to the holders of the Notes on a pro rata basis. The preceding sentence shall not, however, relieve the Company of its obligations to the Lender hereunder.

12. **Waiver.** Borrower waives presentment and demand for payment, notice of dishonor, protest and notice of protest of this Note, and shall pay all costs of collection when incurred, including, without limitation, reasonable attorneys' fees, costs and other expenses. The right to plead any and all statutes of limitations as a defense to any demands hereunder is hereby waived to the full extent permitted by law.

13. **Amendments.** Any provision of this instrument (other than the Interest Rate and Repayment Limiter) may be amended, waived or modified as follows: upon the written consent of the Borrower and the holders of a majority of the principal of all the Notes.

14. **Notice.** Any notice required or permitted by this instrument will be deemed sufficient when delivered personally or by overnight courier or sent to an active email address of the applicable party hereto.

15. **Governing Law.** This Note shall be governed by, and construed and enforced in accordance with, the laws of the state in which the Borrower is domiciled, excluding conflict of laws principles that would cause the application of laws of any other jurisdiction.

16. **Successors and Assigns.** Neither this instrument nor the rights contained herein may be assigned, by operation of law or otherwise, by either party without the prior written consent of the other; *provided, however*, that the Company may assign this instrument in whole, without the consent of the Lender, in connection with a reincorporation to change the Company's jurisdiction of formation. Subject to the foregoing, this instrument will be binding on the parties' successors and assigns.

17. **No Other Rights.** Except as set forth herein and in addition to any rights, terms, or inducements to make a loan to Borrower included on the WeFunder website pertaining specifically to Borrower and this Note, the Lender is not entitled, as a holder of this instrument, to any additional rights, including, but not limited to, the right to vote or receive dividends or be deemed the holder of capital stock or other equity of the Borrower for any purpose, nor will anything contained herein be construed to confer on the Lender, as such, any of the rights of a stockholder of the Borrower or any right to vote for the election of directors or upon any matter submitted to stockholders at any meeting thereof, or to give or withhold consent to any corporate action or to receive notice of meetings, or to receive subscription rights or otherwise.

18. **Tax Withholding; Reporting.** Lender hereby authorizes the Borrower to make any withholding required by law. Lender agrees to provide to Borrower a Form W-9 or comparable form. Lender authorizes Borrower to withhold and remit any amounts as required by law to any applicable tax authorities and/or report to a tax authority any amounts required to be reported.

19. **Disclaimer.** Borrower and Lender each hereby acknowledge and agree that Wefunder has not provided either party any legal or tax advice of any kind. Each of the Borrower and Lender have had the opportunity to consult their own legal and tax advisors with respect to this Note. Tax compliance is solely the obligation of the party to whom the obligation is assigned under law. Wefunder shall not be responsible for the tax compliance of either party.

20. **Not Effective Until Acceptable by Borrower.** This Agreement is not effective until the Borrower has accepted the Lender's subscription.

21. **Severability.** Each provision of this Agreement is severable from every other provision for the purpose of determining the legal enforceability of any specific provision. In the event that any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

22. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same agreement. Facsimile or digital copies of signed signature pages shall be binding originals.

(Signature page follows.)

SIGNATURE PAGE TO REVENUE NOTE AGREEMENT

BORROWER:

[_____]

Name: _____

Title: _____

SIGNATURE PAGE TO REVENUE NOTE AGREEMENT

LENDER:

[_____]

By: _____

Name: _____

Title: _____

Please indicate Yes or No by checking the appropriate box below to indicate whether the Lender is an "accredited investor" as that term is defined in Regulation D promulgated by the Securities and Exchange Commission under the Securities Act.

[] Accredited

[] Not Accredited