

TERM SHEET

Parties: _____

1. Transaction Overview:

This Term Sheet summarizes the principal terms with respect to the proposed investment by the Investor in the Company. This document is not legally binding except for the sections titled "Confidentiality", "Exclusivity", "Governing Law", and "Expenses".

2. Investment Amount:

Investor agrees to invest: _____ USD

3. Security Type:

The investment will be made in the form of Preferred Stock / Convertible Notes / SAFE (delete as applicable). Specific rights, preferences, and privileges will be detailed in definitive agreements.

4. Valuation:

Pre-Money Valuation: _____ USD

5. Capitalization:

The capitalization table after closing will reflect the investment and will be attached as Schedule A. Stock option pool will be adjusted to ____% on a fully diluted basis.

6. Use of Proceeds:

The proceeds from the investment shall be used for general corporate purposes, including product development, marketing, and working capital, as further detailed in the business plan.

7. Closing Conditions:

The closing of the transaction is subject to the execution of definitive agreements, completion of satisfactory due diligence, and any required approvals by the parties.

8. Board of Directors:

Post-closing, the board of directors shall comprise __ members, with the Investor entitled to appoint __ member(s) as detailed in the shareholders agreement.

9. Investor Rights:

Investor shall receive customary rights including information rights, registration rights, pro-rata participation rights, and veto rights on certain corporate actions, as detailed in definitive documentation.

10. Confidentiality:

The parties agree to keep all terms and discussions relating to this Term Sheet confidential except as required by law or agreed in writing.

11. Exclusivity:

The Company agrees not to solicit or engage in discussions with other potential investors regarding a similar transaction for a period of ____ days from the date of this Term Sheet.

12. Governing Law:

This Term Sheet shall be governed by and construed in accordance with the laws of the State of _____ without regard to its conf

13. Expenses:

Each party shall bear its own expenses in connection with the negotiation and execution of this Term Sheet and the definitive agreements.

14. Non-Binding Effect:

Except for Sections 10 (Confidentiality), 11 (Exclusivity), 12 (Governing Law), and 13 (Expenses), this Term Sheet does not create any legally binding obligations and is intended solely as a basis for further discussion.

COMPANY AUTHORIZED SIGNATURE

INVESTOR AUTHORIZED SIGNATURE

Signature: _____

Signature: _____

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