

## EXHIBIT A

THIS NOTE AND THE SECURITIES ISSUABLE UPON THE CONVERSION HEREOF HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED. THEY MAY NOT BE SOLD, OFFERED FOR SALE, PLEDGED, HYPOTHECATED, OR OTHERWISE TRANSFERRED EXCEPT PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR AN OPINION OF COUNSEL SATISFACTORY TO THE COMPANY THAT REGISTRATION IS NOT REQUIRED UNDER SUCH ACT OR UNLESS SOLD PURSUANT TO RULE 144 UNDER SUCH ACT.

### **CONVERTIBLE PROMISSORY NOTE**

No. 2019-01

Date of Issuance

\$ "Amount"

Month Day, Year

FOR VALUE RECEIVED, "**REGISTERED COMPANY NAME**", a "STATE OF INCORPORATION" corporation (d/b/a "**COMPANY NAME**", the "Company"), hereby promises to pay to the order of "**LENDER NAME**" (the "Lender"), the principal sum of "AMOUNT IN WORDS"(\$ AMOUNT IN NUMBERS'), together with interest thereon from the date hereof (as may be amended from time to time, the "Note"). Interest shall accrue at a rate of "Interest rate in words" ("Interest rate in Number") per annum, compounded annually. Unless earlier converted into Conversion Shares pursuant to Section 2.2 of that certain Note Purchase Agreement dated Month Day, Year among the Company, Lender, and certain other investors (as may be amended from time to time, the "Purchase Agreement"), or the earlier occurrence of an Event of Default pursuant to Section 6 of the Purchase Agreement, the principal and unpaid accrued interest of this Note shall be due and payable by the Company on demand by the Lender at any time after the Maturity Date.

This Note is one of a series of Notes issued pursuant to the Purchase Agreement, the terms and conditions of which shall apply to this Note and any holder hereof and are incorporated by reference herein, and capitalized terms not defined herein shall have the meaning set forth in the Purchase Agreement.

1. Payment. All payments shall be made in lawful money of the United States of America at the principal office of the Company, or at such other place as the holder hereof may from time to time designate in writing to the Company. Payment shall be credited first to Costs (as defined below), if any, then to accrued interest due and payable and any remainder applied to principal. Prepayment of principal, together with accrued interest, may not be made without the prior written consent of the Majority Note Holders.

The Company hereby waives demand, notice, presentment, protest and notice of dishonor.

2. Security. This Note is a general unsecured obligation of the Company.
3. Conversion of the Notes. This Note and any amounts due hereunder shall be convertible into Conversion Shares in accordance with the terms of Section 2.2 of the Purchase Agreement. As promptly as is practicable after the conversion of this Note, the Company at its expense shall issue and deliver to the holder of this Note, upon surrender of the Note, a certificate or certificates for the number of full Conversion Shares issuable upon such conversion.
4. Amendments and Waivers; Resolutions of Dispute; Notice. The amendment, modification, or waiver of any term of this Note, the resolution of any controversy or claim arising out of or relating to this Note, and the provision of notice shall be conducted pursuant to the terms of the Purchase Agreement. Any amendment, modification or waiver of any term of this Note or the Purchase Agreement that is approved by the Majority Note Holders shall constitute a valid amendment, modification or waiver of such term(s) of this Note.
5. Successors and Assigns; Transferability. This Note applies to, inures to the benefit of, and binds the successors and assigns of the parties hereto; provided, however, that (i) the Company may not assign its obligations under this Note without the written consent of the Majority Note Holders; and (ii) the Note Holder(s) may not assign its or their rights and obligations under this Agreement without the written consent of the Company. Any transfer of this Note may be effected only pursuant to the Purchase Agreement and by surrender of this Note to the Company and reissuance of a new Note to the transferee. The Lender and any subsequent holder of this Note receives this Note subject to the foregoing terms and conditions, and agrees to comply with the foregoing terms and conditions for the benefit of the Company and any other Lenders.
6. Officers and Directors Not Liable. In no event shall any officer or director of the Company be liable for any amounts due and payable pursuant to this Note.
7. Expenses. The Company hereby agrees, subject only to any limitation imposed by applicable law, to pay all expenses, including reasonable attorneys' fees and legal expenses, incurred by the holder of this Note in endeavoring to collect any amounts payable hereunder which are not paid when due ("Costs"). The Company agrees that any delay on the part of the holder in exercising any rights hereunder will not operate as a waiver of such rights. The holder of this Note shall not by any act, delay, omission or otherwise be deemed to have waived any of its rights or remedies, and no waiver of any kind shall be valid unless in writing and signed by the party or parties waiving such rights or remedies.

8. Governing Law; Jurisdiction; Venue. This Note shall be governed by and construed under the laws of the State of “State Name” made and to be performed entirely within the State of “State Name”. With respect to any lawsuit or proceeding brought with respect to this Agreement, each of the parties hereto irrevocably: (A) submits to the exclusive jurisdiction of the courts of the State of “State Name” (B) waives any objection it may have at any time to the laying of venue of any proceeding brought in any such court, (C) waives any claim that such proceeding has been brought in an inconvenient forum and (D) waives the right to object, with respect to such proceedings, that such court does not have jurisdiction over each party. Each party hereto hereby irrevocably waives all rights to trial by jury in any action or proceeding relating in any way to this Agreement.

**COMPANY:**

By:

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“Your Name”, CEO