

Standard Capital's "Frictionless Fundraise" documents represent our standard forms of non-negotiable agreements designed to facilitate a simplified transaction process. We reserve the right to modify terms and/or these forms, but we generally do not accept comments or revisions to the standardized provisions. We will consider modifications only in exceptional circumstances where there are compelling business, legal, or regulatory reasons that require deviation from our standard terms, and any requested changes must be accompanied by a detailed explanation of the specific rationale and business necessity.

STANDARD CAPITAL SIDE LETTER

[PORTFOLIO COMPANY LETTERHEAD]

[____], 20[__]

Standard Capital Ventures Fund I LP

[_____]

[_____]

Re: **Standard Capital Investor Rights**

Ladies and Gentlemen:

This letter will confirm our agreement that pursuant to and effective as of your purchase of [_____] shares of Series [] Preferred Stock of [_____] (the "**Company**"), Standard Capital Ventures Fund I LP (the "**Investor**") shall be entitled to the following contractual rights, in addition to any rights to non-public financial information, inspection rights, and other rights specifically provided to all investors in the current financing:

[This letter amends and restates in its entirety that certain Side Letter Agreement between the Investor and Company dated [____], 20[__.]¹

1. If Investor is not represented on Company's Board of Directors (the "**Board**"), Investor shall be entitled to consult with and advise management of the Company on significant business issues, including management's proposed annual operating plans, and management will meet with Investor regularly during each year at the Company's facilities at mutually agreeable times for such consultation and advice and to review progress in achieving said plans.

2. Investor may examine the books and records of the Company and inspect its facilities and may request information at reasonable times and intervals concerning the general status of the Company's financial condition and operations, provided that access to highly confidential proprietary information and facilities need not be provided. The Company shall, within ten (10) business days of receiving any such request, provide all requested information that is not subject to the confidentiality exception and shall contemporaneously provide written notice identifying any withheld information or redacted portions thereof that the Company deems to fall within such exception.

3. If Investor is not represented on the Board, the Company shall, concurrently with delivery to the Board, give a representative of Investor copies of all notices, minutes, consents and other material that the Company provides to its directors, except that the representative may be excluded from access to any material or meeting or portion thereof if the Board determines in good faith, upon advice of counsel, that such exclusion is reasonably necessary to preserve the attorney-client privilege, to protect highly

¹ Note to Draft: To be included if a SAFE financing Side Letter between the Company and Investors exists and should be amended and restated in connection with the conversion of the SAFE in the equity financing.

confidential proprietary information, or for other similar reasons. The Company shall contemporaneously notify the Investor in writing of any materials, portions of materials, or meeting discussions that have been excluded pursuant to the foregoing exceptions, identifying the general nature of the excluded content and the specific basis for exclusion. Upon reasonable notice and at a scheduled meeting of the Board or such other time, if any, as the Board may determine in its sole discretion, such representative may address the Board with respect to Investor's concerns regarding significant business issues facing the Company.

4. In the event the Company enters into any Right of First Refusal and Co-Sale Agreement, Tag-Along Agreement, or similar agreement that grants right of first refusal or co-sale rights over transfers of shares of the Company to any investors (collectively, "**Transfer Rights Agreement**"), the Investor shall receive all rights, benefits, and protections afforded to investors under such Transfer Rights Agreement on the same terms and conditions, regardless of whether Investor meets any minimum shareholding threshold or other qualification criteria that may apply to other investors under such agreement.

Investor agrees that any confidential information provided to or learned by it in connection with its rights under this letter shall be subject to the confidentiality provisions set forth in that certain Investors' Rights Agreement of even date herewith by and among the Company, the Investor and other investors.

The rights described herein shall terminate and be of no further force or effect upon (a) such time as no shares of the Company's stock are held by the Investor or its affiliates; (b) the consummation of the sale of the Company's securities pursuant to a registration statement filed by the Company under the Securities Act of 1933, as amended, in connection with the firm commitment underwritten offering of its securities to the general public; or (c) the consummation of a merger or consolidation of the Company (x) that is effected (i) for independent business reasons unrelated to extinguishing such rights; and (ii) for purposes other than (A) the reincorporation of the Company in a different state; or (B) the formation of a holding company that will be owned exclusively by the Company's stockholders and will hold all of the outstanding shares of capital stock of the Company's successor and (y) in which the successor entity provides reasonably comparable rights to the Investor or the consideration payable to the Investor in such transaction consists solely of cash or securities of a class listed on a national exchange. The confidentiality obligations referenced herein will survive any such termination. This letter agreement is the form available at <https://www.standardcap.com/> and each of the Company and Investor agrees that it has not modified the form, except to fill in blanks and bracketed terms.

[Signature Page Follows]

Very truly yours,

[COMPANY]

Agreed and Accepted:

STANDARD CAPITAL VENTURES FUND I LP

By: Standard Capital Ventures Fund I GP LLC

Its: General Partner

By:_____

Name:_____

Title:_____

By:_____

Name: Dalton Caldwell

Title: Manager