{date}

{investing\_entity\_name}

{investor\_address\_1}

{investor\_address\_2}

**Re: Side Letter Agreement**

Dear {investing\_entity\_name}:

This letter (the “Letter Agreement”) confirms the agreement between {company\_name}, a {state\_of\_incorporation} corporation (the “Company”), and {investing\_entity\_name} (together, with its affiliates, “Investor”) with respect to Investor’s purchase from the Company of those certain simple agreement for future equity dated on or about the date hereof (the “SAFE”).  Except as otherwise defined herein, each capitalized term shall have the meaning given such term in the SAFE. In the event of any inconsistency or conflict between the provisions of the SAFE and this Letter Agreement, the provisions of this Letter Agreement will prevail and govern.

{#info\_rights}**Information and Management Rights.**

1. The Company shall deliver to Investor upon its request (i) quarterly and annual financial statements, (ii) reasonable metrics about the Company’s progress, (iii) a capitalization table updated periodically and (iv) an annual budget.
2. Investor will 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.
3. Investor may examine the books and records of the Company and inspect its facilities and will receive upon request information at reasonable times and intervals concerning the Company’s financial condition and operations including customary periodic financial reports and financial information reasonably necessary for the Investor to complete its financial audit.
4. If Investor is not represented on the Company’s Board of Directors (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 confidential proprietary information, or for other similar reasons.  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.
5. Investor shall, and shall cause its representatives to, hold in confidence and trust and not use or disclose any confidential information provided to or learned by it in connection with its rights under this Letter Agreement.

{/info\_rights}{#pro\_rata\_rights}**Pro Rata Rights.** Investor shall have the right to purchase its Pro Rata Share (as defined below) of Standard Preferred Stock being sold in the Equity Financing (the “Pro Rata Rights”).  “Pro Rata Share” shall mean the ratio of (i) the number of shares of the Company’s Common Stock (including all shares of Common Stock issuable or issued upon conversion of any convertible securities (including the SAFE) or upon the exercise of outstanding warrants or options) of which the Investor is deemed to be a holder immediately prior to the issuance of securities in the Equity Financing to (ii) the Company Capitalization.  The Pro Rata Rights shall automatically terminate upon the earliest to occur of (i) the initial closing of the first Equity Financing; (ii) immediately prior to the closing of a Liquidity Event; or (iii) immediately prior to the Dissolution Event.  The Company shall provide Investor not less than 15 days’ notice prior to the initial closing of the Equity Financing.

{/pro\_rata\_rights}{#major\_investor\_rights}**Major Investor Rights.**  Upon the conversion of the SAFE, Investor shall be deemed to be a “Major Investor” (or similar concept) for all purposes under the financing documents entered into in connection with an Equity Financing, to the extent such concept exists and shall be entitled to any registration rights, rights of first refusal and co-sale rights, information rights, inspection rights and rights to participate in any future equity or debt security financings on a pro rata basis, regardless of any ownership thresholds required to be deemed a Major Investor pursuant to such financing documents.

{/major\_investor\_rights}{#termination}**Termination.**  Other than as set forth above, the rights described herein shall terminate and be of no further force or effect upon (a) such time as no shares of the Capital Stock (or any securities or other rights convertible into shares of the Capital Stock) are held by Investor or its affiliates; (b) the consummation of a Liquidity Event that is effected (i) for independent business reasons unrelated to extinguishing such rights and (ii) for purposes other than (1) the reincorporation of the Company in a different state or (2) 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.  The confidentiality obligations referenced herein will survive any such termination.

{/termination}{#miscellaneous}**Miscellaneous.** Notwithstanding anything to the contrary in the SAFE, no provision of the SAFE or this Letter Agreement may be amended, waived or modified without the written consent of the Company and Investor. This Letter Agreement will be construed, interpreted, and applied in accordance with the laws of the State of Delaware, excluding its body of law controlling conflicts of laws. If any provision of this Letter Agreement is determined to be invalid or unenforceable, in whole or in part, the remaining provisions shall remain in full force and effect.

{/miscellaneous}

[Signature Page Follows]

**{company\_name}**

By:

Name: {founder\_name}

Title: {founder\_title}

Address: {company\_address\_1}

{company\_address\_2}

Email: {founder\_email}

**{investing\_entity\_name}**

{byline}

By:

Name: {investor\_name}

Title: {investor\_title}

Address: {investor\_address\_1}

{investor\_address\_2}

Email: {investor\_email}