**SAFE TERMINATION AGREEMENT**

     This SAFE TERMINATION AGREEMENT, dated as of [Date] (this “**Agreement**”), is made by and between Financial Choice, Inc. (the “**Company**”) and [Name of Investor] (“**Investor**”).

WHEREAS, the parties hereto are parties to that certain SAFE (Simple Agreement for Future Equity), dated as of [Date of SAFE], pursuant to which Investor agreed to pay $[Amount of SAFE] to the Company in exchange for future rights to certain shares of the Company’s stock (the “**SAFE**”); and

WHEREAS, the parties hereto have mutually agreed to terminate the SAFE pursuant to the terms thereof and this Agreement.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements herein contained, and intending to be legally bound hereby, Investor and the Company hereby agree as follows:

1. **Termination**. The parties hereby agree to terminate the SAFE. Effective as of such date the Company renders payment of the Consideration (defined below) (the “**Termination Date**”), the SAFE shall terminate and be of no further force and effect. Notwithstanding any provision of the SAFE to the contrary, neither party shall have any further rights or obligations thereunder or with respect thereto, except as specifically set forth herein. Investor shall have no future rights to any equity or other ownership rights of the Company in connection with or arising under the SAFE.
2. **Consideration**. In consideration for the termination of the SAFE, the Company hereby agrees to pay to Investor $[Amount] (the “**Consideration**”).
3. **Effect of Termination**. Effective as of the Termination Date, neither Investor (or its affiliates, directors, officers, employees, agents or other representatives), on the one hand, nor the Company (or its affiliates or its directors, officers, employees, agents or other representatives), on the other hand, shall have any liability or obligation to each other under the SAFE.
4. **Releases**. Effective as of the Termination Date, each of the parties hereto, on its own behalf and on behalf of its principals, agents, affiliates, successors, assigns, heirs, representatives, and attorneys, hereby irrevocably, fully and unconditionally releases and forever discharges the other party and each of its past or present directors, officers, employees, attorneys, principals, agents, affiliates, successors, assigns, heirs, representatives, and insurers, from and against any and all present and future claims, counterclaims, demands, actions, suits, causes of action, damages, controversies and liabilities, including, without limitation, any costs, expenses, bills, penalties or attorneys’ fees, whether known or unknown, contingent or absolute, foreseen or unforeseen, and whether in law, equity or otherwise, that could have been asserted in any court or forum and relating in any way to any conduct, occurrence, activity, expenditure, promise or negotiation arising from or relating to the SAFE, including the performance thereof and further payment obligations of any kind in connection therewith or any rights of ownership in the other party.
5. **Due Authorization**. Each party hereto hereby represents and warrants that the signature to this Agreement has been duly authorized by all necessary corporate action on its part and that the officer executing this Agreement on its behalf has the authority to execute the same and to bind it to the terms and conditions of this Agreement.
6. **Severability**. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of this Agreement is not affected in any manner adverse to any party. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner.
7. **Counterparts**. This Agreement may be executed and delivered (including by electronic transmission) in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.
8. **Governing Law**. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware without regard to the conflicts of law provisions of such jurisdiction.
9. **Amendment**. This Agreement may not be amended except by an instrument in writing signed by each of the parties hereto.
10. **Entire Agreement; Assignment**. This Agreement constitutes the entire agreement among the parties with respect to the subject matter hereof and supersedes all prior agreements and undertakings, both written and oral, among the parties, or any of them, with respect to the subject matter hereof. This Agreement shall not be assigned by either party (whether pursuant to a merger, by operation of law or otherwise) without written consent of the other party.

*[signature page follows]*

IN WITNESS WHEREOF, the parties hereto have executed this SAFE Termination Agreement as of the date initially set forth above.

**Financial Choice, Inc.**

By:

Name:

Title:

**[NAME OF INVESTOR]**

By:

Name:

(if investor is an entity)

Title:

(if investor is an entity)