

THIS FLASHSEED CONVERTIBLE PROMISSORY NOTE AND ANY SECURITIES ISSUABLE UPON THE CONVERSION HEREOF HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR UNDER THE SECURITIES LAWS OF ANY STATE. THESE SECURITIES MAY NOT BE OFFERED, SOLD OR OTHERWISE TRANSFERRED, PLEDGED OR HYPOTHECATED EXCEPT AS PERMITTED UNDER THE SECURITIES ACT AND APPLICABLE STATE SECURITIES LAWS PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT OR AN EXEMPTION THEREFROM.

TESLOOP, INC.

FLASHSEED CONVERTIBLE PROMISSORY NOTE

"Loan Amount"

\$ _____

"Date of Issuance"

FOR VALUE RECEIVED, the undersigned, Tesloop, Inc., a Nevada corporation (the "**Company**"), promises to pay to the order of _____ (the "**Investor**"), the principal sum of the Loan Amount specified above plus simple interest at a fixed rate equal to the Interest Rate until this FlashSeed Convertible Promissory Note (this "**Convertible Note**") is paid in full. Interest shall be calculated on the basis of actual number of days elapsed over a year of 365 days and shall accrue from the Date of Issuance. All payments received by the Investor hereunder will be applied first to costs of collection, if any, then to interest and the balance to principal.

The Total Loan Amount shall be due and payable in cash on the Maturity Date. Upon payment in full of the Total Loan Amount, this Convertible Note shall be surrendered to the Company for cancellation.

This Convertible Note is issued pursuant to the FlashSeed Convertible Promissory Note Subscription Agreement, dated as of _____ (the "**Subscription Agreement**"). Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Subscription Agreement.

1. Defined Terms. As used in this Convertible Note, the following terms shall have the meanings set forth below:

a. "Discounted Conversion Price" means the price per share equal to the lower of (i) the price obtained by dividing (A) the Maximum Conversion Price by (B) the Company's Fully Diluted Capitalization as of immediately prior to a Qualified Equity Financing; and (ii) the price per share paid by the other purchasers of Preferred Stock in such Qualified Equity Financing multiplied by the Discount Rate.

b. "Discount Rate" means 70%.

c. **“Fully Diluted Capitalization”** means the sum of (i) all shares of the Company’s capital stock (on an as-converted basis) issued and outstanding, assuming exercise or conversion of all options, warrants and other convertible securities, excluding the Convertible Notes (including this Convertible Note), and (ii) except with respect to conversions of this Convertible Note in connection with a Liquidation Event, all shares of Common Stock reserved and available for future grant under any equity incentive or similar plan of the Company.

d. **“Initial Public Offering”** means the closing of the Company’s first firm commitment underwritten public offering of Common Stock registered under the Securities Act.

e. **“Interest Rate”** means 3% per annum.

f. **“Liquidation Event”** means any of the following: (i) the acquisition of the Company by another entity by means of any transaction or series of related transactions to which the Company is party (including, without limitation, any stock acquisition, reorganization, merger or consolidation but excluding any sale of stock for capital raising purposes) other than a transaction or series of related transactions in which the holders of the voting securities of the Company outstanding immediately prior to such transaction or series of related transactions retain, immediately after such transaction or series of related transactions, as a result of shares in the Company held by such holders prior to such transaction or series of related transactions, a majority of the total voting power represented by the outstanding voting securities of the Company or such other surviving or resulting entity (or if the Company or such other surviving or resulting entity is a wholly-owned subsidiary immediately following such acquisition, its parent); (ii) a sale, lease or other disposition of all or substantially all of the assets of the Company and its subsidiaries taken as a whole by means of any transaction or series of related transactions, except where such sale, lease or other disposition is to a wholly-owned subsidiary of the Company; or (iii) any liquidation, dissolution or winding up of the Company, whether voluntary or involuntary.

g. **“Liquidation Event Payment”** means the sum of (i) 100% of the Loan Amount and (ii) the accrued unpaid interest under this Convertible Note.

h. **“Majority Holders”** means the holders of the Convertible Notes holding more than 50% of the outstanding Offering Loan Amount.

i. **“Maturity Date”** means the earlier of (i) the date that is 15 months following the Date of Issuance and (ii) consummation of a Liquidation Event.

j. **“Maximum Conversion Price”** means \$8,000,000.

k. **“Preferred Stock”** means the Preferred Stock of the Company issued in a Qualified Equity Financing.

l. **“Qualified Equity Financing”** means a transaction or series of related transactions pursuant to which the Company issues and sells shares of its Preferred Stock for aggregate gross proceeds of at least \$2,000,000 (excluding for such purposes (i) the Total Loan

Amount of this Convertible Note and (ii) all proceeds from the incurrence of indebtedness or the issuance of other convertible securities convertible in connection with such equity financing).

m. “**Total Loan Amount**” means the sum of (i) the unpaid Loan Amount and (ii) the accrued unpaid interest under this Convertible Note.

2. Conversion.

a. Liquidation Event. In the event of a Liquidation Event prior to the conversion of this Convertible Note pursuant to Section 2(b) or repayment in full of this Convertible Note, at the election of the Majority Holders: (i) the Total Loan Amount shall be converted immediately prior to the consummation of such Liquidation Event into fully paid and non-assessable shares of Common Stock in accordance with Section 2(c); or (ii) the Investor shall be paid the Liquidation Event Payment, prior and in preference to any distribution of any of the cash or other assets of the Company to holders of the Company’s capital stock by reason of their ownership of such stock. At least 15 days prior to the closing of the Liquidation Event, the Company shall notify the Investor in writing of the terms of the Liquidation Event.

b. Qualified Equity Financing. If a Qualified Equity Financing occurs prior to the conversion of this Convertible Note pursuant to Sections 2(a) or 2(c) or repayment in full of this Convertible Note, then the Total Loan Amount shall automatically convert into fully paid and non-assessable shares of Common Stock and Preferred Stock at the Discounted Conversion Price. The total number of shares issuable upon such conversion shall be determined by dividing the Total Loan Amount by the Discounted Conversion Price (the “**Total Number of Shares**”). The Total Number of Shares shall consist of (i) that number of shares of Preferred Stock obtained by dividing (A) the Total Loan Amount by (B) the price per share paid by other purchasers of the Preferred Stock in such Qualified Equity Financing (the “**Number of Preferred Stock**”) and (ii) that number of shares of Common Stock equal to the Total Number of Shares minus the Number of Preferred Stock. Upon such conversion, Investor hereby agrees to execute and deliver to the Company all Financing Documents entered into by other purchasers participating in the Qualified Equity Financing.

c. Maturity Conversion. If (i) a Qualified Equity Financing does not occur on or before the Maturity Date or (ii) a Liquidation Event occurs while any principal or accrued interest remain outstanding under this Convertible Note, upon the election of the Majority Holders, the Total Loan Amount shall be converted into fully paid and non-assessable shares of Common Stock at a price per share equal to the price obtained by dividing (i) the Maximum Conversion Price by (ii) the Company’s Fully-Diluted Capitalization as of immediately prior to such conversion.

d. No Fractional Shares. Upon the conversion of this Convertible Note pursuant to this Section 2 (other than pursuant to Section 2(a)(ii)), in lieu of any fractional shares to which the Investor would otherwise be entitled, the Company shall pay the Investor cash equal to such fraction multiplied by applicable price per share.

e. **Mechanics of Conversion.** Upon conversion of this Convertible Note, the Investor shall surrender this Convertible Note, duly endorsed, at the principal office of the Company (or, if the Investor alleges that this Convertible Note has been lost, stolen or destroyed, a lost note affidavit and agreement reasonably acceptable to the Company to indemnify the Company against any claim that may be made against the Company on account of the alleged loss, theft or destruction of this Convertible Note). As soon as practicable after such conversion, one or more certificates for the number of shares in which the Investor is entitled to receive pursuant to this Convertible Note shall be issued by the Company. Upon conversion of this Convertible Note pursuant to this Section 2, the Company shall be released from all its obligations and liabilities under this Convertible Note.

3. **Acceleration.** The Total Loan Amount shall become immediately due and payable upon written notice from the Investor following any of the following: (a) the Company commences any proceeding in bankruptcy or for dissolution, liquidation, winding-up, composition or other relief under state or federal bankruptcy laws; (b) such proceedings are commenced against the Company, or a receiver or trustee is appointed for the Company or a substantial part of its property, and such proceeding or appointment is not dismissed or discharged within 60 days after its commencement; provided, that all interest shall continue to accrue as forth above until all amounts owed under this Convertible Note are paid in cash in full; or (c) the Company is notified in writing by the Investor that it is in breach of any obligations under this Convertible Note and fails to cure any such breach within 20 days of receipt of such notice.

4. **Obligations Pari Passu.** The obligations of the Company under this Convertible Note shall be unsecured obligations of the Company. All of the Convertible Notes shall rank equally in right of repayment. Any and all repayment or prepayments of the obligations under the Convertible Notes shall be made ratably to the holders of all Convertible Notes based on the Total Loan Amount owed with respect to each Convertible Note.

5. **No Prepayment.** This Convertible Note may not be prepaid prior to the Maturity Date without the prior written consent of the Majority Holders.

6. **Basic Financial Information.**

a. **Basic Financial Information.** If the Loan Amount is at least \$25,000, and provided that the Company has prepared financial statements, the Company will, upon request of the Investor, make available to this Investor after the end of each fiscal year of the Company, an unaudited balance sheet of the Company as at the end of such fiscal year, and unaudited statements of income and cash flows of the Company for such year, prepared in accordance with U.S. generally accepted accounting principles consistently applied. The covenants set forth in this Section 6 shall terminate and be of no further force and effect upon the earlier of (i) the closing of the Initial Public Offering and (ii) a Liquidation Event.

b. **Confidentiality.** Anything in this Convertible Note to the contrary notwithstanding, the Investor shall not, by reason of this Convertible Note, have any to access or view any trade secrets or confidential information of the Company. The Company shall not be

required to comply with any information rights in respect of the Investor if the Company reasonably determines the Investor to be a director competitor or an officer, employee, director or holder of more than 5% of a direct competitor. The Investor acknowledges that the information received by them pursuant to this Convertible Note is presumed to be confidential and for its use only, and it will not reproduce, disclose or disseminate such information to any other person (other than its employees or agents having a need to know the contents of such information, and its attorneys).

7. Transfer Restrictions. Before any proposed sale, pledge, or transfer of this Convertible Note or any shares issued upon conversion hereof (collectively, the “**Securities**”), unless there is in effect a registration statement under the Securities Act covering the proposed transaction, the Investor shall give notice to the Company of the Investor’s intention to effect such sale, pledge, or transfer. Each such notice shall describe the manner and circumstances of the proposed sale, pledge, or transfer in sufficient detail and, if reasonably requested by the Company, shall be accompanied at the Investor’s expense by either (a) a written opinion of legal counsel who shall, and whose legal opinion shall, be reasonably satisfactory to the Company, addressed to the Company, to the effect that the proposed transaction may be effected without registration under the Securities Act; (b) a “no action” letter from the Securities Exchange Commission (“**SEC**”) to the effect that the proposed sale, pledge, or transfer of the Securities without registration will not result in a recommendation by the staff of the SEC that action be taken with respect thereto; or (c) any other evidence reasonably satisfactory to counsel to the Company to the effect that the proposed sale, pledge, or transfer of the Securities may be effected without registration under the Securities Act, whereupon the Investor shall be entitled to sell, pledge, or transfer such Securities in accordance with the terms of the notice given by the Investor to the Company. The Company will not require such a legal opinion or “no action” letter (y) in any transaction in compliance with Rule 144 or (z) in any transaction in which the Investor distributes this Securities to an affiliate of the Investor for no consideration. Each certificate representing Securities shall (unless otherwise permitted by the provisions of this Section) be stamped or otherwise imprinted with a legend substantially similar to the legend set forth on this Convertible Note (in addition to any legend required under applicable state securities laws).

8. Waiver of Demand; Delays or Omissions; Fees. The Company hereby waives presentment, demand for performance, notice of non-performance, protest, notice of protest and notice of dishonor to the full extent permitted by applicable laws or regulations. No delay or omission on the part of the Investor in exercising any right under this Convertible Note shall operate as a waiver of such right or of any other right of the Investor, nor shall any delay, omission or waiver on any one occasion be deemed a bar to or waiver of the same or any other right on any future occasion. If the Investor is required to commence legal proceedings or incur any other cost to collect amounts due and payable hereunder or to enforce its rights under this Convertible Note, the Company shall be liable to pay or reimburse the Investor for all reasonable costs and expenses incurred in connection with the collection of such amounts and any such legal proceedings, including, without limitation, reasonable attorneys’ fees.

9. Usury. It is expressly agreed and provided that the total liability of the Company under this Convertible Note for payments in the nature of interest shall not exceed the maximum

lawful rate authorized under applicable law (the “**Maximum Rate**”), and, without limiting the foregoing, in no event shall any rate of interest when aggregated with any other sums in the nature of interest that the Company may be obligated to pay under this Convertible Note exceed such Maximum Rate. If under any circumstances whatsoever, interest in excess of the Maximum Rate is paid by the Company to the Investor with respect to indebtedness evidenced by this Convertible Note, such excess shall be applied by the Investor to the unpaid principal balance of any such indebtedness or be refunded to the Company, the manner of handling such excess to be at the Investor’s election.

10. Assignment. This Convertible Note may not be assigned, by operation of law or otherwise, by the Company without the prior written consent of the Majority Holders.

11. No Stockholder Rights. The Investor shall not be entitled, as a Convertible Note holder, to vote or receive dividends or be deemed the holder of the Company’s capital stock for any purpose, nor shall anything contained herein be construed to confer upon the Investor, as such, any of the rights of a stockholder of the Company or any right to vote for the election of directors or upon any matter submitted to stockholders at any meeting thereof, or to give or withhold consent to any corporate action (whether upon any recapitalization, issuance of stock, reclassification of stock, change of par value, consolidation, merger, conveyance, or otherwise) or to receive notice of meetings, or to receive dividends or subscription rights or otherwise until this Convertible Note shall have been converted and the shares convertible upon the terms hereof shall have become deliverable, as provided herein.

12. Amendment and Waiver. Any provision of this Convertible Note may be amended, waived or modified (either generally or in a particular instance, and either retroactively or prospectively) only upon the written consent of the Company and the Majority Holders; provided, however, that no such amendment, waiver, modification or consent shall reduce the Loan Amount or Interest Rate of this Convertible Note without the Investor’s written consent. Any amendment, waiver or modification effected in accordance with this Section shall be binding upon the Investor and all future holders of this Convertible Note.

13. Severability. If one or more provisions of this Convertible Note are held to be unenforceable under applicable law, portions of such provisions, or such provisions in their entirety, to the extent necessary, shall be severed from this Convertible Note, and the balance of this Convertible Note shall be interpreted as if such provisions were so excluded and shall be enforceable in accordance with its terms.

14. Governing Law; Dispute Resolutions. This Convertible Note shall be governed in all respects by the internal laws of the State of Nevada, without regard to the conflict of laws principals of such state. Any suit, action or other proceeding arising out of or based upon this Convertible Note shall be subject to the provisions of Subscription Agreement.

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IN WITNESS WHEREOF, the Company has executed this FlashSeed Convertible Promissory Note as of the Date of Issuance.

TESLOOP, INC.

By: _____

Name: Rahul Sonnad

Title: President