

[COMPANY NAME]

IASO NEUROIMPACT FUND, L.P.
75 State St, First Floor, Boston, MA 02109
Attention: Wasim Malik, Managing Partner
Email: wqm@iasoventures.com

Re: Letter Agreement Regarding Certain Rights of Iaso Ventures

Dear Iaso Ventures:

In connection with and to induce the investment by Iaso NeuroImpact Fund, L.P. (the “Investor”) in [Company], a [Delaware corporation] (the “Company”), pursuant to the terms of that certain simple agreement for future equity dated on or about the date hereof (the “Investor Safe”), the Company and the Investor hereby covenant and agree as follows. Capitalized terms used but not defined herein shall have the meanings set forth in the Investor Safe.

1. Information Rights. The Company shall, upon written request by the Investor, deliver to the Investor, as soon as practicable, (i) but in any event within 30 days after the end of each calendar quarter, mutually agreed KPIs of the Company; (ii) but in any event within 30 days after the end of each fiscal quarter of the Company, a summary cap table of the Company (provided that the Company may provide the Investor with access to the Company’s electronic capitalization system with sufficient access for the Investor to view the Company’s summary capitalization details, which access shall be deemed to be compliance in full herewith); and (iii) any financial statements prepared by or on behalf of the Company.

2. Major Investor Rights. Following conversion of the Investor Safe in connection with the Equity Financing, the Company shall use commercially reasonable efforts (subject to the review and approval of the lead investor(s) in the Equity Financing) to provide that Investor is, and shall have all the rights identical to, a “major investor” or “major purchaser,” as such term or a similar term may be defined in the transaction documents governing the Equity Financing.

3. Pro Rata Rights. The Investor shall have the right to purchase its pro rata share of Standard Preferred Stock being sold in the Equity Financing (the “Equity Financing Pro Rata Right”). Pro rata share for purposes of this Equity Financing Pro Rata Right is the ratio of (x) the number of shares of Capital Stock issued from the conversion of the Investor Safe (and other Safes held by the Investor) or other Convertible Securities (as defined below) issued to Investor by the Company to (y) the Company Capitalization. The Investor shall also have the right to purchase its pro rata share of any Subsequent Convertible Securities (as defined below). Pro rata share for purposes of this Convertibles Pro Rata Right is the ratio of (x) the Purchase Amount under the Investor Safe (and other Safes held by the Investor) to (y) the aggregate investment received by the Company for all Safes or other Convertible Securities issued by the Company prior to the issuance of such Subsequent Convertible Securities.

“Convertible Securities” means convertible securities that the Company may issue after the issuance of the Investor Safe with the principal purpose of raising capital, including but not limited to, other Safes, convertible debt instruments and other convertible securities. Convertible Securities excludes: (i) side letters or ancillary agreements that do not amend or modify the terms of such convertible securities; and (ii) the following types of securities: (a) options issued pursuant to any equity incentive or similar plan of the Company; (b) convertible securities issued or issuable to (x) banks, equipment lessors, financial

institutions or other persons engaged in the business of making loans pursuant to a debt financing or commercial leasing or (y) suppliers or third party service providers in connection with the provision of goods or services pursuant to transactions; and (c) convertible securities issued or issuable in connection with sponsored research, collaboration, technology license, development, OEM, marketing or other similar agreements or strategic partnerships.

“Subsequent Convertible Securities” means Convertible Securities that the Company may issue following the issuance of the Investor Safe.

4. Amendments to the Investor Safe. Notwithstanding the terms of Section 5(a) of the Investor Safe, the Investor Safe may not be amended or any provision waived or modified without the written consent of the Investor.

5. Confidentiality. The Investor agrees that it (i) will keep confidential, (ii) will not disclose or divulge, or use for any purpose (other than to monitor or make decisions with respect to its investment in the Company), and (iii) will protect to the same degree as it protects its own confidential information any confidential information obtained from the Company pursuant to the terms of this letter agreement, unless such confidential information (a) is known or becomes known to the public in general (other than as a result of a breach of this paragraph by the Investor), (b) is or has been independently developed or conceived by the Investor without use of the Company’s confidential information, or (c) is or has been made known or disclosed to the Investor by a third party without a breach of any obligation of confidentiality such third party may have to the Company; provided, however, that the Investor may disclose confidential information (x) to its attorneys, accountants, consultants, and other professionals to the extent reasonably necessary to obtain their services in connection with monitoring its investment in the Company; (y) to any existing or prospective affiliate, partner, member, stockholder, or wholly owned subsidiary of the Investor in the ordinary course of business, provided that the Investor informs such person that such information is confidential and directs such person to maintain the confidentiality of such information; or (z) as may otherwise be required by law, regulation, rule, court order or subpoena, provided that the Investor promptly notifies the Company of such disclosure and takes reasonable steps to minimize the extent of any such required disclosure (each person contemplated by clause (x) or (y), a “Permitted Disclosee”). The Investor shall be fully responsible for any use or disclosure of the confidential information by its Permitted Disclosees as if such Permitted Disclosees were the Investor. Furthermore, the Investor agrees that any confidential information provided to or learned by it in connection with its rights under this letter agreement shall be further subject to confidentiality provisions set forth in any future Investors’ Rights Agreement entered into between the Company, the Investor and other investors in connection with an Equity Financing.

6. Right to Conduct Activities. The Company hereby agrees and acknowledges that the Investor (together with its affiliates) is a professional investment organization, and as such reviews the business plans and related proprietary information of many enterprises. The Company hereby agrees that, to the extent permitted under applicable law, the Investor (and its affiliates) shall not be liable to the Company for any claim arising out of, or based upon, (i) the investment by the Investor (or its affiliates) in any entity competitive with the Company, or (ii) actions taken by any partner, officer, employee or other representative of the Investor (or their affiliates) to assist any such competitive company, whether or not such action was taken as a member of the board of directors of such competitive company or otherwise, and whether or not such action has a detrimental effect on the Company; provided, however, that the foregoing shall not relieve the Investor from liability associated with the unauthorized disclosure of the Company’s confidential information obtained pursuant to this letter agreement.

7. Miscellaneous. Unless earlier terminated pursuant to the terms of this letter agreement, the rights described herein shall terminate and be of no further force or effect upon the earliest to occur of (a) the closing of the Equity Financing, (b) such time as neither the Investor Safe nor other securities or

instruments convertible into securities of the Company are held by the Investor or its affiliates; or (c) the consummation of a Liquidity Event or Dissolution Event 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. The confidentiality obligations referenced herein will survive any such termination. This letter agreement may not be amended, waived or otherwise modified without the written consent of both the Company and the Investor. This letter agreement shall be governed by and construed under the laws of the State of Delaware as applied to agreements among Delaware residents entered into and to be performed entirely within Delaware. This letter agreement may be executed in electronic form and in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[Signatures appear on the following page]

Very truly yours,

[COMPANY]

By: _____
Name: _____
Title: _____

Agreed and accepted:

IASO NEUROIMPACT FUND, L.P.

By: Iaso Ventures Management Firm LLC
Its: General Partner

By: _____
Name: Wasim Q. Malik
Title: Managing Partner