LISTEN.MD, INC.

SUMMARY OF PROPOSED TERMS FOR
CONVERTIBLE PROMISSORY NOTE FINANCING

The following is a summary of the basic terms and conditions of a proposed convertible promissory note financing of Listen.MD, Inc., a Delaware corporation (the “***Company***”). This term sheet is for discussion purposes only and is not binding on the Company or the Investors (as defined below), nor is the Company or any of the Investors obligated to consummate the convertible promissory note financing until a definitive convertible note purchase agreement has been agreed to and executed by the Company and the Investors.

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| ***Financing Amount:*** | Up to $500,000in aggregate principal amount of convertible promissory notes (the “***Notes***”).  |
| ***Closings:*** | The Company may close the sale of the Notes in one or more closings with one or more purchasers of the Notes acceptable to the Company (the “***Investors***”). |
| ***Definitive Agreement:*** | The Notes will be issued and sold pursuant to a convertible note purchase agreement prepared by the Company’s legal counsel and will contain customary representations and warranties of the Company and the Investors (the “***Note Purchase Agreement***”). |
| ***Maturity Date:*** | Principal and unpaid accrued interest on the Notes will be due and payable 24 months from the date of the Note Purchase Agreement (the “***Maturity Date***”). |
| ***Interest:*** | Simple interest will accrue on an annual basis at the rate of 4% per annum based on a 365-day year. |
| ***Conversion to Equity:*** | Automatic Conversion in a Qualified Financing. If the Company issues equity securities (“***Equity Securities***”) in a transaction or series of related transactions resulting in aggregate gross proceeds to the Company of at least $1,000,000, excluding conversion of the Notes and any other indebtedness (a “***Qualified Financing***”), then the Notes, and any accrued but unpaid interest thereon, will automatically convert into the equity securities issued pursuant to the Qualified Financing at a conversion price equal to the lesser of (i) 80% of the per share price paid by the purchasers of such equity securities in the Qualified Financing or (ii) the price equal to the quotient of $2,500,000 divided by the aggregate number of outstanding shares of the Company’s Common Stock as of immediately prior to the initial closing of the Qualified Financing (assuming full conversion or exercise of all convertible and exercisable securities then outstanding other than the Notes). Any liquidation preference to which the Investors are entitled will be limited to the principal amount of the Notes. Mutual Voluntary Conversion at the Maturity Date. If the Notes have not been previously converted pursuant to a Qualified Financing, then, effective upon the Maturity Date, either the Requisite Holders (as defined below) or the Company may elect to convert each of the Notes into shares of the Company’s Common Stock at a conversion price equal to the quotient of $2,250,000 divided by the aggregate number of outstanding shares of the Company’s Common Stock as of the Maturity Date (assuming full conversion or exercise of all convertible and exercisable securities then outstanding other than the Notes). Any election to convert the Notes pursuant to this paragraph will be made in writing and delivered to the Company or the Investors at least five days prior to the Maturity Date. |
| ***Sale of the Company:*** | If a Qualified Financing has not occurred and the Company elects to consummate a sale of the Company prior to the Maturity Date, then notwithstanding any provision of the Notes to the contrary (i) the Company will give the Investors at least five days prior written notice of the anticipated closing date of such sale of the Company and (ii) at the election of the Investors, either (A) at the closing of such Sale of the Company, the Company will pay the Investors the aggregate amount of principal and interest then outstanding under the Notes in full satisfaction of the Company’s obligations under the Notes, or (B) the outstanding principal balance of the Notes will be converted into shares of Common Stock of the Company at a conversion price equal to the quotient of $2,250,000 divided by the aggregate number of outstanding shares of the Company’s Common Stock as of the Maturity Date (assuming full conversion or exercise of all convertible and exercisable securities then outstanding other than the Notes). |
| ***Pre-Payment:*** | The principal and accrued interest may not be prepaid unless approved in writing by Investors holding Notes whose aggregate principal amount represents a majority of the outstanding principal amount of all then-outstanding Notes (the “***Requisite Holders***”). |
| ***Amendment and Waiver:*** | The Note Purchase Agreement and the Notes may be amended, or any term thereof waived, upon the written consent of the Company and the Requisite Holders. |
| ***No Security Interest:*** | The Notes will be a general unsecuredobligation of the Company. |
| ***Fees and Expenses:*** | Each Investor will bear its own fees and expenses incurred in the transactions contemplated by this term sheet. |