

CONVERTIBLE PROMISSORY NOTE

THIS CONVERTIBLE PROMISSORY NOTE HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE “ACT”), OR UNDER ANY STATE SECURITIES LAW AND MAY NOT BE PLEDGED, SOLD, ASSIGNED OR TRANSFERRED IN THE ABSENCE OF AN EFFECTIVE REGISTRATION STATEMENT WITH RESPECT THERETO UNDER THE ACT AND ANY APPLICABLE STATE SECURITIES LAW OR AN EXEMPTION FROM SUCH REGISTRATION.

\$20,000

November 17, 2017

FOR VALUE RECEIVED, the undersigned, _____, a STATE corporation (“Borrower”), hereby PROMISES TO PAY TO THE ORDER OF CPA2BIZ, INC., a Delaware corporation (“Lender”), the principal sum of TWENTY THOUSAND DOLLARS (\$20,000), together with all accrued and unpaid interest thereon, as provided in this Convertible Promissory Note (this “Note”).

1. Interest. The principal amount of this Note shall bear interest at the rate of two percent (2%) per annum, compounded quarterly, computed on the basis of the actual number of days elapsed over a year of 360 days (notwithstanding the use of the phrase “per annum” or words or phrases to a similar effect) and shall be payable in full on the Maturity Date (as hereinafter defined); provided, however, that, upon the occurrence and during the continuance of an Event of Default (as hereinafter defined), such interest rate shall increase to the rate of five percent (5%). Notwithstanding the foregoing or any other provision contained in this Note, nothing herein contained shall authorize or permit the exaction or payment of interest by the Borrower where the same would be unlawful or prohibited by any applicable law or would violate the applicable usury law of any jurisdiction. In any such event, this Note shall automatically be deemed amended to permit interest charged at an amount equal to, but not greater than, the maximum amount not prohibited by law, but in no event higher than the interest rates set forth in the first sentence of this Section 1.

2. Maturity; Payment. Subject to Section 3, the outstanding principal balance of this Note, together with all accrued and unpaid interest thereon, shall be due and payable on May 17, 2019 (the “Maturity Date”). The principal amount outstanding under this Note, or any accrued and unpaid interest thereon, may not be paid or prepaid at any time prior to the Maturity Date without the prior written consent of Lender; provided that, any permitted prepayment hereunder shall be applied: (a) first, to pay or reimburse to Lender any amounts relating to the enforcement of this Note payable to Lender pursuant to Section 4 or 12; (b) second, to pay to Lender any then accrued and unpaid interest hereunder; and (c) thereafter, to pay to Lender any then outstanding portion of the principal amount hereunder. Unless this Note is converted pursuant to Section 3, all payments under or pursuant to this Note shall be made in United States Dollars by check or wire transfer of immediately available funds to Lender at such address or account as Lender may designate from time to time.

3. Conversion.

(a) In the event of the consummation, on or prior to the Maturity Date, of any equity financing (a "Financing") by Borrower, pursuant to which, in a single closing (the "Financing Closing"), Borrower issues solely equity interests in Borrower and receives in exchange therefor gross proceeds of at least \$500,000 (not including any principal or accrued and unpaid interest under this Note), the entire principal amount and any accrued and unpaid interest then outstanding under this Note shall convert at the Financing Closing as provided in Section 3(b). Borrower shall provide to Lender, at least twenty (20) days prior to the date of the Financing Closing, written notice (a "Financing Closing Notice") of the proposed date of the Financing Closing, which Financing Closing Notice shall set forth a reasonably detailed summary of the terms of the Financing to be consummated at such Financing Closing and shall be accompanied by all agreements (together with their schedules and exhibits) to be entered into by Borrower and the investors purchasing Conversion Shares (as hereinafter defined) in such Financing (collectively, the "Financing Documents").

(b) The equity interests issued by Borrower pursuant to a Financing shall be referred to herein as the "Conversion Shares", and the aggregate amount of the principal and accrued and unpaid interest outstanding under this Note, together with any amounts added thereto pursuant to Section 2, to be converted pursuant to Section 3(a) shall be referred to herein as the "Conversion Amount". Upon conversion of this Note pursuant to Section 3(a) in connection with a Financing, Borrower shall issue to Lender the number of Conversion Shares equal to an amount equal to the Conversion Amount, divided by an amount equal to eighty percent (80%) of the per share or unit price (the "Share Price") at which the Conversion Shares sold or issued pursuant to such Financing are so sold or issued. For the avoidance of doubt, each Conversion Share shall be deemed to have been issued by Borrower to Lender at the Share Price, including, without limitation, for purposes of calculating the amount payable to holders of Conversion Shares upon liquidation of Borrower. In lieu of any fractional share to which Lender would otherwise be entitled, Borrower will pay the cash value of that fractional share to Lender. Borrower shall, as soon as practicable following conversion of this Note pursuant to Section 3(a), issue and deliver to Lender such certificate or certificates (if any) representing the number of Conversion Shares to which Lender is entitled hereunder, together with a check payable to Lender for any cash amounts payable for any fractional share resulting from the conversion of this Note.

4. Events of Default. In the case of the happening of any of the following events (each, an "Event of Default"):

(a) Borrower or any of its subsidiaries shall fail to make when due any payment of principal of, or interest on, this Note or any other Indebtedness (as hereinafter defined) of Borrower or any of its subsidiaries, it being understood that, for purposes of this Note, "Indebtedness" shall mean, with respect to any person or entity, without duplication, the outstanding principal amount of, accrued and unpaid interest on, and other payment obligations arising under, any obligations of such person or entity consisting of (i) indebtedness for borrowed money (including, without limitation, under any letter of credit), (ii) indebtedness evidenced by any note, bond, debenture or other debt security, in each case, as of such date, (iii) obligations in respect of any financial hedging arrangements, (iv) capital lease obligations, (v) deferred purchase price, or (vi) any guarantees in respect of the obligations described in the

immediately preceding clauses (i) through (v); provided, however, that, notwithstanding the foregoing, “Indebtedness” shall not include trade payables incurred in the ordinary course of the business of Borrower and its subsidiaries; or

(b) Borrower or any of its subsidiaries shall materially breach any provision of this Note or any agreement or contracting providing for or governing any other Indebtedness of Borrower or any of its subsidiaries (other than the failure to make any payment of principal of, or interest on, this Note or any such other Indebtedness when due) and such breach shall have not been cured within thirty (30) days after written notice thereof to Borrower from Lender or the counterparty of Borrower or its applicable subsidiary under such agreement or contracting, as the case may be; or

(c) (i) Borrower or any of its subsidiaries shall become insolvent within the meaning of any bankruptcy, insolvency, reorganization, moratorium or other similar law of any jurisdiction (collectively, “Bankruptcy Law”), as determined by a court of competent jurisdiction, (ii) the Borrower or any of its subsidiaries makes an assignment for the benefit of creditors, liquidates, dissolves, winds down its business or agrees to or adopts or approves any plan or action to liquidate, dissolve or wind down its business, or (iii) if any case under any provision of Bankruptcy Law, including provisions for reorganizations, shall be commenced by or against the Borrower or any of its subsidiaries and not dismissed within ninety (90) days after such commencement; or

(d) a receiver, liquidator, assignee, trustee or custodian shall be appointed for the Borrower or any of its subsidiaries or for all or any material portion of the assets of Borrower or any of its subsidiaries and the same shall not have been discharged within ninety (90) days; or

(e) Borrower or any of its subsidiaries or affiliates contests the validity or enforceability of this Note; or

(f) a liquidation or winding-up of Borrower or any of its subsidiaries; or

(g) Borrower or any of its subsidiaries (i) merges with or into, or consolidates with, any other entity, or (ii) directly or indirectly sells all or substantially all of its assets, whether in one or a series of transactions,

THEN, Lender may declare all amounts payable by the Borrower to Lender under this Note to be forthwith due and payable, whereupon such amounts shall immediately become due and payable, without presentment, demand, protest or any other notice of any kind, all of which are expressly waived hereby; provided, however, that upon the occurrence of any Event of Default described in (c) or (d) of this paragraph, all amounts payable by Borrower to Lender under this Note shall become automatically immediately due and payable, without presentment, demand, protest or any other notice of any kind, all of which are expressly waived hereby. The rights given hereunder are cumulative with all of the other rights and remedies of Lender under this Note or any other agreement, by operation of law or otherwise.

Should the Indebtedness represented by this Note, or any part thereof, be collected in law or in equity or in bankruptcy, receivership or other court proceedings, or this Note be placed in the hands of attorneys for collection after default, or should Borrower request any modification of

this Note, Borrower agrees to pay, in addition to the principal, interest and other amounts due and payable hereon and hereunder, all costs and expenses incurred in connection with such collection, or modification, as applicable, including, without limitation, attorneys' and collection fees.

Borrower hereby waives, to the fullest extent permitted by law, diligence, presentment, demand for payment, protest, notice of dishonor and any and all other notices or demands of every kind and the right to plead the statute of limitations as a defense to any action hereunder. No delay on the part of the holder hereof in exercising any rights hereunder shall operate as a waiver of such rights.

5. No Right of Set-off. Borrower shall not, and shall have no right, to setoff against any principal, interest or other amounts payable to Lender hereunder any amounts payable to Borrower by Lender or any of its affiliates.

6. Certain Representations and Warranties.

(a) Borrower hereby represents, warrants and covenants to Lender that:

(i) Borrower is duly organized, validly existing and (as applicable) in good standing within the jurisdiction of its formation, organization or incorporation, and has all requisite power and authority to own its assets and conduct its business;

(ii) Borrower has the power and legal right to execute and deliver this Note and to perform its obligations hereunder;

(iii) Borrower has taken all action necessary for the authorization, execution, delivery, and performance of this Note, and upon the Borrower's execution and delivery, this Note will constitute the valid and binding obligation of the Borrower, enforceable against the Borrower in accordance with its terms, except that such enforcement may be subject to bankruptcy, insolvency, reorganization, moratorium or other similar laws now or hereafter in effect relating to creditors' rights and general principles of equity;

(iv) none of the execution or delivery by Borrower of this Note, the fulfillment of the terms hereof by Borrower or the consummation by Borrower of the transactions contemplated hereby have resulted, or will result, in a breach of any of the terms, conditions or provisions of, or constitute a default under, or permit the acceleration of rights under or termination of, any indenture, mortgage, deed of trust, credit agreement, note or other evidence of Indebtedness, or other agreement of the Borrower or any of its subsidiaries, or the organizational documents of Borrower or any of its subsidiaries, or any rule or regulation of any court or federal, state, local or foreign board or body or administrative agency having jurisdiction over the Borrower or any of its subsidiaries, or over its property or business;

(v) none of the execution or delivery by Borrower of this Note, the performance by Borrower of its obligations hereunder or the consummation by Borrower of the transactions contemplated hereby requires Borrower to obtain any consent, approval or action of, or to make any filing with or give any notice to, any person or entity; and

(vi) any and all obligations of Borrower or its subsidiaries, and any and all amounts outstanding or otherwise payable by Borrower or any of its subsidiaries, pursuant to or in connection with any Indebtedness of Borrower or any of its subsidiaries other than the Indebtedness under this Note are, and at all times during which any amounts are outstanding hereunder will be, subordinated in all respects to any and all obligations of Borrower and its subsidiaries, and any and all amounts outstanding or otherwise payable by Borrower or any of its subsidiaries, under this Note.

(b) Lender hereby represents and warrants to Borrower that:

(i) Lender is acquiring this Note for its own account, for investment and not with a view to the distribution thereof within the meaning of the Act;

(ii) Lender understands that this Note has not been registered under the Act, by reason of its issuance by Borrower to Lender in a transaction exempt from the registration requirements of the Act; and that this Note must be held by Lender indefinitely unless a subsequent disposition thereof is registered under the Act or is exempt from such registration;

(iii) Lender has received all information as Lender has deemed necessary or appropriate in evaluating the purchase of this Note; and

(iv) Lender is an “accredited investor” as defined in Rule 501(a) promulgated under the Act.

7. Certain Covenants and Agreements.

(a) So long as any amounts are outstanding under this Note, Borrower shall deliver to Lender:

(i) within 90 days after the end of each fiscal year of Borrower, an unaudited (or, if available, audited) consolidated balance sheet of Borrower as of the last day of such fiscal year, together with an unaudited (or, if available, audited) consolidated income statement and statement of cash flow of Borrower with respect to such fiscal year;

(ii) within 30 days after the end of each fiscal quarter of Borrower, an unaudited consolidated balance sheet of Borrower as of the last day of such fiscal quarter, together with an unaudited consolidated income statement and statement of cash flow of Borrower with respect to such fiscal quarter;

(iii) such other information regarding Borrower, its subsidiaries and their respective businesses as Lender shall reasonably request from time to time; and

(iv) within five (5) days after such occurrence, written notice of the occurrence of (A) any Event of Default, or (B) any event, act, omission, circumstance or thing that, with or without notice or the passage of time, and without giving effect to any cure or grace period applicable thereto, would, or would reasonably be expected to, constitute an Event of Default.

(b) So long as any amounts are outstanding under this Note, Borrower shall cause representatives of the Borrower selected by Lender (the “Borrower Representatives”) to be available and attend by telephone or similar communications equipment a conference call at which the Borrower Representatives will generally update the Lender as to the progress of and any significant events with respect to Borrower, such conference call to be held once per month at such date and time as are chosen by Lender; provided, that Lender shall provide at least five (5) days’ notice to Borrower of such date and time.

(c) In the event that, from and after the date hereof, any entity becomes a direct or indirect subsidiary of Borrower, Borrower shall cause such subsidiary to execute and deliver to Lender, within thirty (30) days after such entity shall have become a direct or indirect subsidiary of Borrower, an irrevocable and unconditional guarantee of Borrower’s obligations under this Note, which guarantee shall be in form and substance that is reasonably acceptable to Lender.

(d) So long as any amounts are outstanding under this Note and no Event of Default has occurred and is continuing, Lender hereby grants to Borrower a limited license to use the marks ASSOCIATION AND CPA.COM STARTUP ACCELERATOR and ASSOCIATION OF INTERNATIONAL CERTIFIED PROFESSIONAL ACCOUNTANTS AND CPA.COM STARTUP ACCELERATOR (collectively, the “Licensed Marks”) for the purpose of describing Borrower’s participation in the startup accelerator program sponsored by Lender. Borrower shall obtain prior written approval from Lender for the use of any and all materials, in any form or medium (including but not limited to audio, video, digital and print media) that includes, references or comprises the Licensed Marks (the “Licensed Materials”), prior to the use of such materials. For the avoidance of doubt, any revision or modification to a Licensed Material shall be considered a new work requiring prior written approval from Lender. Borrower shall promptly comply with all requests by Lender concerning any uses of the Licensed Marks, including requests to review samples, modify, remove or recall any Licensed Materials, even if previously approved. This Section 7(d) does not grant any rights to Borrower in the marks AICPA, CPA.COM, or ASSOCIATION OF INTERNATIONAL CERTIFIED PROFESSIONAL ACCOUNTANTS except as expressly stated above. Borrower and Lender agree that a breach of this Section 7(d) shall cause Lender irreparable harm, and, notwithstanding anything to the contrary in this Note, Lender may declare all amounts payable by the Borrower to Lender under this Note to be forthwith due and payable pursuant to Section 4 for any such breach.

8. Notices. All notices and other communications provided for hereunder shall be in writing (including email) and shall be sent by (a) registered or certified mail postage prepaid, return receipt requested, (b) messenger, (c) facsimile or (d) email to the party to whom addressed at the following respective mailing addresses, facsimile numbers or email addresses or to such other mailing address, facsimile number or email address as the party affected may hereafter designate:

(i) If to Lender, to:

CPA2Biz, Inc.
1211 Avenue of the Americas
New York, NY 10036
Attention: Michael R. Murray

Email: michael.murray@hq.cpa.com

(ii) If to Borrower, to:

[_____]

[_____]

[_____]

Attention: [_____]

Email: [_____]

9. Severability. If any provision of this Note is contrary to, prohibited by or deemed invalid under any applicable law or regulation, such provision shall be inapplicable and deemed omitted to the extent so contrary, prohibited or invalid, but the remainder hereof shall not be invalidated thereby and shall be given full force and effect as far as possible.

10. Successors and Assigns. Borrower may not assign its rights or delegate its duties under this Note (by merger, consolidation, operation of law or otherwise) without the prior written consent of Lender and any purported assignment or delegation made without such consent shall be null and void *ab initio*. Lender may freely assign its rights under this Note without the prior written consent of Borrower. Following any assignment by Lender of its rights under this Note, the assignee shall be deemed to be the “Lender” hereunder.

11. **GOVERNING LAW; JURISDICTION; CONSENT TO SERVICE OF PROCESS. THIS NOTE AND THE RIGHTS AND OBLIGATIONS OF THE BORROWER AND LENDER HEREUNDER SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO THE CONFLICTS OF LAWS PRINCIPLES THEREOF.**

EACH OF LENDER AND BORROWER HEREBY IRREVOCABLY SUBMITS TO THE NON-EXCLUSIVE JURISDICTION OF THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK OR ANY COURT OF THE STATE OF NEW YORK LOCATED IN THE COUNTY OF NEW YORK IN RESPECT OF ANY ACTION, SUIT OR PROCEEDING ARISING IN CONNECTION WITH THIS NOTE AND THE TRANSACTIONS CONTEMPLATED HEREBY, AND AGREES THAT ANY SUCH ACTION, SUIT OR PROCEEDING SHALL BE BROUGHT ONLY IN SUCH COURTS (AND WAIVES ANY OBJECTION BASED ON *FORUM NON CONVENIENS* OR ANY OTHER OBJECTION TO VENUE THEREIN); PROVIDED, HOWEVER, THAT SUCH CONSENT TO JURISDICTION IS SOLELY FOR THE PURPOSE REFERRED TO IN THIS PARAGRAPH AND SHALL NOT BE DEEMED TO BE A GENERAL SUBMISSION TO THE JURISDICTION OF SAID COURTS OR IN THE STATE OF NEW YORK OTHER THAN FOR SUCH PURPOSE. Any and all process may be served in any action, suit or proceeding arising in connection with this Note by complying with the notice provisions of this Note contained in Section 8. Such service of process shall have the same effect as if the party being served were a resident in the State of New York and had been lawfully served with such process in such jurisdiction. Borrower hereby irrevocably waives all claims of error by reason of such service. Nothing herein shall affect the right of any party to service of process in any other manner permitted by law or to commence

legal proceedings or otherwise proceed against the other in any other jurisdiction to enforce judgments or rulings of the aforementioned courts.

12. Enforcement Expenses. Borrower shall indemnify and hold Lender harmless from and against all losses, claims, expenses and liabilities (including, without limitation, attorneys' fees and expenses) incurred from time to time by Lender with respect to any enforcement of this Note.

13. Replacement. Upon receipt of a duly executed, notarized and unsecured written statement from Lender with respect to the loss, theft or destruction of this Note (or any replacement hereof) and a customary indemnity, or, in the case of a mutilation of this Note, upon surrender and cancellation of such Note, Borrower shall issue to Lender a new promissory note, of like tenor and amount, in replacement of such lost, stolen, destroyed or mutilated Note.

14. Headings. The heading of the sections, paragraphs and provisions of this Note are for reference purposes only and shall not affect in any way the meaning or interpretation of this Note.

[Signature page follows]

Borrower has executed and delivered this Note as of the date first written above.

STARTUP COMPANY NAME

By: _____
Name:
Title:

Accepted By:

ASSOCIATION OF INTERNATIONAL CERTIFIED PROFESSIONAL ACCOUNTANTS
OR CPA.COM

By: _____
Name:
Title: