

Summary of Terms

2026 Series SAFE Financing · \$15,000,000 at a \$75,000,000 Post-Money Valuation Cap

This Summary of Terms describes the principal terms of the proposed sale of Simple Agreements for Future Equity by BehavFI, Inc. It is not an offer to sell or a solicitation of an offer to buy any security. Except for the sections titled Confidentiality, Expenses and Governing Law, it is non-binding, and no binding obligation arises until the Company and an investor sign a SAFE.

Issuer	BehavFI, Inc., a Delaware corporation (the "Company")
Security	Post-money Simple Agreement for Future Equity (the "SAFE"), in the form attached as Document 02
Aggregate amount	Up to \$15,000,000 across all 2026 Series SAFEs
Minimum investment	\$[250,000] per investor, which the Company may waive
Post-money valuation cap	\$75,000,000
Discount	None
Implied ownership	If the full \$15,000,000 is sold, SAFE holders together will hold 20.0% of Company Capitalization (as defined in the SAFE) immediately before the Equity Financing, before new-money dilution. Each investor's share equals its Purchase Amount divided by \$75,000,000.
Conversion: Equity Financing	Automatic conversion at the initial closing of the next priced Preferred Stock financing into Safe Preferred Stock, at the lower of the Safe Price ($\$75,000,000 \div \text{Company Capitalization}$) and the price paid by new investors
Liquidity Event	On a Change of Control, IPO or Direct Listing, the investor receives the greater of its Purchase Amount and the amount payable on its as-converted Common Stock at the valuation cap
Dissolution Event	Return of the Purchase Amount, junior to creditors, on parity with other SAFEs and Preferred Stock, senior to Common Stock
Major Investors	Investors with a Purchase Amount of \$[2,500,000] or more
Pro rata right	Major Investors may purchase their pro rata share ($\text{Purchase Amount} \div \$75,000,000$) of the Standard Preferred Stock sold in the Equity Financing, by side letter (Document 03)
Information rights	Major Investors receive annual financial statements within 150 days of fiscal year end and quarterly unaudited statements within 60 days of quarter end, subject to confidentiality, until the SAFE terminates

Most favored nation	If, before the SAFE terminates, the Company issues other convertible securities on terms more favorable to the holder (for example a lower cap or a discount), SAFE holders may elect to adopt those terms
Closings	Rolling closings, with the final closing no later than [●], 2026, unless extended by the Board
Use of proceeds	Operating plan in the Restated Pro Forma v3.3: product and BehavFI Chain build-out, compliance and bureau operations, consumer launch and working capital
Investor eligibility	Accredited investors only, under Regulation D Rule 506(b). Each investor completes the Investor Questionnaire (Document 05)
Conditions	Board approval (Document 04); receipt of the Purchase Amount; a completed Investor Questionnaire; and any waivers required under existing investor agreements
Expenses	Each party bears its own expenses. The Company will reimburse reasonable documented legal fees of one lead investor up to \$[●]
Confidentiality	The terms of this financing and any Company information provided are confidential and may be shared only with an investor's advisers who are bound by confidentiality
Governing law	Delaware

ILLUSTRATIVE CONVERSION

The table uses a hypothetical pre-SAFE fully diluted capitalization of 10,000,000 shares and a hypothetical Series A raising \$30,000,000 at a \$120,000,000 pre-money valuation. It shows the mechanics only; actual share counts will come from the Company's capitalization table.

Item	Shares	Ownership
Existing holders (pre-SAFE fully diluted)	10,000,000	64.0%
SAFE holders (\$15,000,000 ÷ Safe Price of \$6.00)	2,500,000	16.0%
Series A investors (\$30,000,000 ÷ \$9.60)	3,125,000	20.0%
Total after Series A	15,625,000	100.0%

How the numbers work: Company Capitalization immediately before the Series A is $10,000,000 \div (1 - 20\%) = 12,500,000$ shares, so the Safe Price is $\$75,000,000 \div 12,500,000 = \6.00 . The Series A price is $\$120,000,000 \div 12,500,000 = \9.60 . The SAFEs convert at the lower price, \$6.00. SAFE holders own 20.0% before the new money and 16.0% after it.

Because this is a post-money SAFE, dilution from all SAFEs in the series falls on existing holders, including existing investors, and not on other SAFE holders.

BehavFI, Inc.

By: _____

Name: [Authorized officer]

Date: [●]

Acknowledged: [Lead investor]

By: _____

Name: [●]

Date: [●]