



[Date]

[Investor legal name]

[Investor address]

Side Letter

Pro Rata, Information and Most-Favored-Nation Rights · 2026 Series SAFE

Dear [Investor name]:

This letter is entered into in connection with the Simple Agreement for Future Equity dated [●] between **BehavFI, Inc.**, a Delaware corporation (the "**Company**"), and **[Investor legal name]** (the "**Investor**"), with a Purchase Amount of \$[●] (the "**Safe**"). Capitalized terms not defined in this letter have the meanings given in the Safe. The Company confirms that the Investor is a Major Investor, having a Purchase Amount of at least \$[2,500,000], and agrees as follows.

1. PRO RATA RIGHT

- (a) In the Equity Financing in which the Safe converts, the Investor has the right, but not the obligation, to purchase up to its Pro Rata Share of the shares of Standard Preferred Stock sold in that Equity Financing, on the same terms and at the same price as the other purchasers of Standard Preferred Stock.
- (b) "**Pro Rata Share**" means the Purchase Amount divided by the Post-Money Valuation Cap of \$75,000,000. For example, a Purchase Amount of \$3,000,000 gives a Pro Rata Share of 4.0% of the Standard Preferred Stock sold.
- (c) The Company will give the Investor written notice of the Equity Financing, stating its principal terms, at least [10] business days before its initial closing. The Investor must exercise this right by written notice within that period. This right does not apply to shares issued on conversion of Safes or other convertible securities, or to securities issued under an equity incentive plan.

2. INFORMATION RIGHTS

- (a) For so long as the Safe is outstanding, the Company will deliver to the Investor: (i) within 150 days after the end of each fiscal year, an income statement, balance sheet and statement of cash flows for that year, which need not be audited; and (ii) within 60 days after the end of each of the first three fiscal quarters, unaudited quarterly financial statements; and (iii) a summary of progress against the key performance indicators the Board tracks for the consumer product, including member count and paid conversion.
- (b) The Investor will keep all information received under this letter confidential and use it only to monitor its investment, except for disclosure to its partners, advisers and affiliates who are

bound by equivalent confidentiality obligations, or as required by law. The Company is not required to provide information that it reasonably determines to be a trade secret or subject to attorney-client privilege, or that would breach any law or regulation, including the Fair Credit Reporting Act and consumer privacy laws.

3. MOST-FAVORED-NATION RIGHT

- (a) If, while the Safe is outstanding, the Company issues any Safe or other convertible security (other than the Series Safes on the same terms) with a lower valuation cap, a discount, or other economic terms more favorable to the holder than the Safe (a "**Subsequent Security**"), the Company will notify the Investor within **[10]** business days of the issuance and provide the Subsequent Security's terms.
- (b) The Investor may, by written notice within 15 days after receiving that notice, elect to amend the Safe to adopt the more favorable terms of the Subsequent Security, and the Company will promptly execute an amendment to that effect. This right does not apply to the issuance of Capital Stock in an Equity Financing.

4. GENERAL

- (a) This letter terminates automatically when the Safe terminates, except that Section 2(b) survives.
- (b) This letter may be amended or waived only in writing signed by the Company and the Investor. It is governed by Delaware law and may be executed in counterparts and by electronic signature.
- (c) The rights in this letter are personal to the Investor and may be transferred only together with the Safe and in accordance with Section 5(d) of the Safe.

Please sign below to confirm your agreement.

BehavFI, Inc.

Agreed: [Investor legal name]

By: _____

By: _____

Name: **[Authorized officer]**

Name: **[Signatory name]**

Title: **[Chief Executive Officer]**

Title: **[Title, if entity]**