



## **CONVERTIBLE PROMISSORY NOTE (PROFIT-CONTINGENT INTEREST)**

**Issuer:** One Body Ministration Holding, Inc., a Delaware corporation (the “Company”)

**Holder:** (the “Holder”)

**Principal Amount:**

**Issue Date:**

**Note No.:**

For value received, the Company promises to pay to the order of Holder the Principal Amount plus interest as provided below, subject to conversion into shares of the Company’s capital stock upon the terms of this Note.

### **1) Interest; Profit Test; Accrual**

**Rate.** The annual simple interest rate on outstanding principal is [7.0% if accepted within first 200 investors (Tranche A) / 4.0% otherwise (Tranche B)] (the “Applicable Rate”).

**Profit-contingent payment.** Interest accrues daily (non-compounding) and is payable quarterly in cash only if the Company recorded positive GAAP net income for the immediately preceding fiscal quarter (a “Profitable Quarter”). If the immediately preceding fiscal quarter is not a Profitable Quarter, that quarter’s interest accrues (non-compounding) and becomes due on the earliest of: (i) the next scheduled quarterly payment date following a Profitable Quarter, (ii) a Conversion (Section 3), or (iii) Maturity (Section 2). Failure to pay interest solely due to a non-Profitable Quarter is not an Event of Default. (This clause supersedes any contrary interest payment language.)

## **2) Maturity**

Unless earlier converted, the entire unpaid principal plus all accrued but unpaid interest shall be due and payable at par on the date that is 60 months after the Issue Date (“Maturity”).

## **3) Conversion**

**Qualified Equity Financing.** Upon the first equity financing of the Company in which the Company raises at least \$10,000,000 of new money (a “Qualified Equity Financing” or “QEF”), the then-outstanding principal of this Note shall automatically convert into shares of the same class and series of stock sold in such financing at a fixed conversion price of \$1.00 per share. No fractional shares will be issued; cash will be paid in lieu thereof. Accrued but unpaid interest is paid in cash at conversion (interest does not convert).

**Definitions.** “Qualified Equity Financing” means an equity financing meeting the dollar threshold above; “Common Stock” means the Company’s common stock, \$[●] par value per share.

## **4) Ranking**

This Note is senior to equity, unsecured, and subordinated to any future senior secured indebtedness as set forth in the Company’s offering materials.

## **5) Payments; Prepayment**

All payments shall be made in U.S. dollars by wire transfer to Holder’s designated account. Prepayment before Maturity is not permitted without Holder’s prior written consent.

## **6) Most-Favored Terms**

If, prior to Maturity, the Company issues convertible notes with more favorable economic terms than those set forth herein, the Company shall offer Holder the equivalent economics (on a go-forward basis) as to such improved terms.

## **7) Events of Default; Remedies**

“Event of Default” means: (a) failure to pay principal when due; (b) material breach of this Note not cured within 30 days after written notice; (c) insolvency/bankruptcy; or (d) change of control without assumption of this Note. Upon an Event of Default, Holder may declare all principal and accrued interest immediately due and payable and exercise rights and remedies available at law or equity. For clarity, failure to pay interest solely due to the profit test in Section 1 is not an Event of Default.

## **8) Securities Law; Transfer; Legends**

This Note and any securities issuable upon conversion have not been registered under the Securities Act and are subject to transfer restrictions (including Rule 144 and Regulation S, as applicable). Transfers are also subject to applicable legends and the Company’s transfer procedures.

## **9) Transfer Agent**

The Company has appointed Transfer Online, Inc. as transfer agent for its securities.

## **10) Governing Law**

This Note shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to conflicts of law principles.

## **11) Notices**

Notices shall be in writing and deemed given when delivered by hand, confirmed email, or nationally recognized overnight courier to the addresses on the signature page (or as later updated in writing).

## **12) Miscellaneous**

Amendments/Waivers require the written consent of the Company and Holder. Assignment by Holder requires the Company's consent, not to be unreasonably withheld, conditioned, or delayed (subject to securities law compliance). If any provision is held invalid, the remainder remains effective. This Note (together with any offering materials, subscription agreements, and related documents) constitutes the entire agreement regarding the subject matter hereof and supersedes all prior understandings. This Note may be executed in counterparts and by electronic signatures, each deemed an original.

## **SIGNATURES**

COMPANY: One Body Ministration Holding, Inc.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address/Email: \_\_\_\_\_

HOLDER: [Investor Name / Entity]

By: \_\_\_\_\_

Name/Title: \_\_\_\_\_

Address/Email: \_\_\_\_\_