



CONVERTIBLE PROMISSORY NOTE SUBSCRIPTION AGREEMENT

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

Investor: [Name / Entity] (the “Investor”)

Offering: Private offering of unsecured convertible promissory notes (the “Notes”) pursuant to Regulation D Rule 506(c) for U.S. investors and Regulation S for non-U.S. investors, as described in the Company’s Private Placement Memorandum dated _____ (the “PPM”).

1. Subscription. Subject to the Company’s acceptance, Investor hereby subscribes for a Note with a principal amount of \$ _____ (the “Subscription Amount”), on the terms set forth in the Note and summarized below.

Key Economic Terms (summary). Interest: 7.0% cash coupon for the first 200 accepted investors (Tranche A); 4.0% thereafter (Tranche B). Profit-based interest clause: payable quarterly only if the Company recorded positive GAAP net income for the immediately preceding fiscal quarter; otherwise, that quarter’s interest accrues (non-compounding) and becomes due on the earliest of (i) the next quarterly payment date following a profitable quarter, (ii) conversion, or (iii) maturity; failure to pay interest for a non-profitable quarter is not an event of default. Term/Maturity: 60 months; if not converted, redeemed at par at maturity. Conversion: automatic upon a Qualified Equity Financing of at least \$10,000,000 at a fixed conversion price of \$1.00 per share; accrued but unpaid interest is paid in cash at conversion; no fractional shares (cash in lieu). Minimum investment: \$1,000. Ranking: senior to equity, unsecured. Transfer restrictions apply. Transfer Online, Inc. is the transfer agent. Delaware law governs.

2. Purchase Price and Payment. Investor shall deliver the Subscription Amount in immediately available funds in accordance with instructions provided by the Company or its escrow/transfer agent.

3. Acceptance; Closing. The Company may accept or reject this subscription in whole or in part. Closing occurs upon the Company's countersignature below and receipt of funds.

4. Investor Representations and Warranties. Investor represents and warrants that: (a) Investor is an "accredited investor" as defined in Rule 501(a) (or a non-U.S. person under Regulation S); (b) Investor is acquiring the Note for investment and not with a view to resale or distribution; (c) Investor has reviewed the PPM and the Note, had an opportunity to ask questions, and understands the risks, including illiquidity; (d) Investor acknowledges the Notes and any securities issuable upon conversion are restricted securities and may not be transferred except in compliance with applicable securities laws and the Company's policies; (e) Investor is not subject to OFAC sanctions, and funds are not derived from unlawful activity.

5. Company Representations. The Company is duly organized, validly existing, and in good standing in Delaware and has the corporate power to execute and deliver the Note and this Agreement.

6. Information Rights; Updates. The Company will provide updates consistent with the PPM and platform requirements.

7. Miscellaneous. This Agreement is governed by Delaware law. It may be executed electronically and in counterparts. In any conflict between this summary and the Note, the Note controls; between the Note and the PPM's summary, the Note's "profit-based interest" clause controls.

SIGNATURES

INVESTOR: [Name / Entity]

By: _____

Name/Title: _____

Date: _____

COMPANY: One Body Ministration Holding, Inc.

By: _____

Name: _____

Title: _____

Date: _____