

March \_\_, 2023

**PERSONAL AND CONFIDENTIAL**

[Investor Name and Address]

**Re: Waiver and Release**

Ladies and Gentlemen:

This letter agreement (this "Agreement") confirms, effective as of the Acceptance Date below, the waiver and release by the undersigned investor ("Investor") in favor of \_\_\_\_\_ Inc. ("Company") with respect to the payment by Company to Investor of the sum set forth next to Investor's name on the signature page below (the "Waived Cash Payment"):

- Investor agrees to waive, cancel and forever relinquish, discharge and terminate any and all Investor rights, title and interest in the Waived Cash Payment and any securities, debt instruments and other obligations, including convertible notes, and any agreement to issue any of the foregoing, with respect to which the Waived Cash Payment is payable and which are held by Investor, including rights to purchase or receive any additional securities and repayment of any obligations or other sums from Inc.
- Investor on behalf of him/her/itself and his/her/its successors, assignees, agents and affiliates waives any and all claims and completely releases and forever discharges the Company and its successors, assignees, agents, employees, employers, officers, directors, stockholders, subsidiaries and affiliates from any and all claims, rights, obligations, liabilities, defenses, indemnity rights, losses, or causes of action of any and every kind, nature and character whatsoever, whether based on a tort, contract, statute, or any other theory of recovery, and whether for compensatory or punitive damages which they may now have, have ever had, or may in the future have, that arise out of or relate to the Waived Cash Payment.
- Investor acknowledges and specifically waives the provisions of Civil Code section 1542 which provides:

***A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.***

- This Agreement is the complete agreement between the parties concerning the subject matter referenced above. No modification of this Agreement is valid unless in writing signed by all parties. This Agreement is governed by California law (except to the extent its conflict of laws principles would apply the law of a different jurisdiction), is entered into and performed entirely in San Francisco County, California. Each party acknowledges that it has either been represented by or has had and waived the opportunity to be represented by counsel of his/her or its own choice.
- If any provision of this Agreement is found invalid by any court having jurisdiction, the remainder of this Agreement shall be fully valid and enforceable. The parties understand this is a binding, legal agreement. In the event of a dispute, the prevailing party shall be entitled to reasonable attorneys' fees and costs. This Agreement may be signed via facsimile or PDF in multiple counterparts, each of which shall be equally valid.

Please confirm that this Agreement accurately states the understanding and is accepted by Investor, by signing it in the space provided below.

Very truly yours,

\_\_\_\_\_ Inc.

[Investor Name]

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

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

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

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

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

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

Waived Cash Payment: \$ \_\_\_\_\_

Acceptance Date: \_\_\_\_\_, 2023