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THE SECURITIES REPRESENTED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"), OR UNDER THE SECURITIES LAWS OF CERTAIN STATES. THESE SECURITIES ARE SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND RESALE AND MAY NOT BE TRANSFERRED OR RESOLD EXCEPT AS PERMITTED UNDER THE ACT AND THE APPLICABLE STATE SECURITIES LAWS, PURSUANT TO REGISTRATION OR EXEMPTION THEREFROM. HOLDERS SHOULD BE AWARE THAT THEY MAY BE REQUIRED TO BEAR THE FINANCIAL RISKS OF THIS INVESTMENT FOR AN INDEFINITE PERIOD OF TIME. THE ISSUER OF THESE SECURITIES MAY REQUIRE AN OPINION OF COUNSEL IN FORM AND SUBSTANCE SATISFACTORY TO THE ISSUER TO THE EFFECT THAT ANY PROPOSED TRANSFER OR RESALE IS IN COMPLIANCE WITH THE ACT AND ANY APPLICABLE STATE SECURITIES LAWS.

CONVERTIBLE TERM PROMISSORY NOTE

\$[_____] , [_____] [**2025**]
Amount Month, Date Year

Subject to the terms and conditions of this Convertible Term Promissory Note (the "**Note**"), for good and valuable consideration received, Dyop® Vision Associates LLC, a Georgia limited liability company (the "**Company**"), promises to pay to the order of [_____] , a natural person residing in [_____] (the "**Holder**"), on the Maturity Date (defined below) the principal amount of [_____] dollars (\$_____) together with accrued and unpaid interest, unless otherwise Converted (as defined below) as provided herein.

Interest shall accrue on the outstanding principal balance of this Note at the Federal Funds Rate (presently 0.25%) per annum, compounded annually, from the date hereof until paid or converted. All computations of interest shall be made by the Company on the basis of a year of 365 days for the actual number of days (including the first day but excluding the last day) occurring in the period of which such interest is payable.

The following is a statement of the rights of Holder and the terms and conditions to which this Note is subject, and to which Holder, hereof, by the acceptance of this Note, agrees:

1. Payment Obligation. The outstanding principal and accrued interest hereunder shall be paid to Holder on [**December 31, 2026**] (the "**Maturity Date**"), unless this Note is earlier converted into securities of the Company in accordance with Section 2 (any such conversion being hereinafter referred to as a "**Conversion**" or "**Converted**"). All payments of principal and/or interest under this Note will be made by mail to the address of record of Holder, unless by a method otherwise agreed to in writing by the Company.

2. Holder's Conversion Options.

a. Automatic Conversion. The principal amount of this Note and all accrued interest due hereunder, will automatically convert into equity of the Company upon the closing prior to the Maturity Date (the "**Closing**") of a bona fide arms' length equity financing with an unrelated party or parties on customary terms as determined by the Company's managers (or board of directors if the Company has elected to

convert from a limited liability company to a corporation) in which the Company receives gross proceeds of at least **[one million]** Dollars **(\$1,000,000.00)** (a “**Qualified Equity Financing**”). At the Closing, Holder shall receive the same securities issued by the Company to the other investors participating in the Qualified Equity Financing upon the same terms, subject to the same conditions, and for a per membership interest (or per equity share) purchase price equal to that which the other investors paid in the Qualified Equity Financing. In addition, Holder shall become party to any additional agreements entered into by the other investors and the Company in connection with the Qualified Equity Financing; provided, however, that Holder shall be granted substantially the same rights and privileges as are granted to any other purchaser of securities in the Qualified Equity Financing.

b. **Optional Conversion.** On the Maturity Date and if this Note has not already Converted pursuant to Section 2(a), Holder shall have the option to convert this Note into that number of membership interests (or equity shares as the case may be) whose fair market value equals the value of the principal amount of this Note and all accrued interest as of the Maturity Date. Such fair market value shall be determined by either: (i) the mutual agreement of Holder and the Company or, if such agreement cannot be reached, (ii) the determination of a third party valuation expert who shall be selected by the mutual agreement of Holder and the Company and whose fees shall be paid equally by Holder and the Company. If Holder elects to exercise the Conversion option set forth in this Section 2(b), as a condition precedent to the Company’s issuance and delivery of the membership interests (or capital stock) to Holder, Holder shall become a party to the Company’s operating agreement and any other buy-sell agreement, redemption agreement, repurchase agreement, transfer restriction agreement, non-competition agreement, or similar agreement between the Company and members (or shareholders) of the Company.

c. **Miscellaneous.**

No fractional membership interests (or equity shares as the case may be) will be issued upon the Conversion of this Note; in lieu of any fractional membership interest (or equity share) to which Holder would otherwise be entitled; the Company will pay the cash value of such fractional membership interest (or equity share) to Holder. At least sixty (60) days before the Closing in the case of Section 2(a) or the Maturity Date in the case of Section 2(b), the Company shall allow Holder, and Holder’s authorized advisors, to inspect any and all financial information that the Company would be required to deliver to an investor in the case of a Qualified Equity Financing or a Member under its operating agreement. Holder acknowledges and agrees that such financial information is the confidential business information of the Company and further agrees to maintain the confidentiality of such information.

3. **Company Reorganization.** This Note shall not prevent the Company from converting from a limited liability company organized under Georgia law to either: (a) a limited liability company organized under the laws of a different state or (b) a corporation organized under the laws of Georgia or a different state. Notwithstanding the foregoing, if the Company elects to reorganize before a Conversion or the Maturity Date, this Note shall survive such reorganization and the rights of Holder under this Note shall be given effect so that Holder receives the benefit originally intended under this Note as if such reorganization did not take place.

4. **Assignment.** The rights and obligations of the Company and Holder will be binding upon and inure to the benefit of the successors, assigns, heirs, administrators, and transferees of the parties.

5. **Waiver and Amendment.** Presentment for payment, demand, protest, and notice of demand, protest, and non-payment, and all other notices are hereby waived by the Company. The acceptance of any amount past due or of less than the full amount due, shall not be construed as a waiver of any default, a novation of this Note or a waiver of the right of Holder thereafter to insist upon strict compliance with the terms of this Note without previous notice of such intention being given to the Company. Any provision of this Note may be amended, waived, or modified only upon the written consent of the Company and Holder.

6. **Notices.** Any notice, request, or other communication required or permitted hereunder will be in writing and shall be deemed to have been duly given if personally delivered or if sent by confirmed telecopy or mailed by registered or certified mail, postage prepaid, at the respective addresses of the parties as set forth on the signature page(s) hereto. Any party hereto may by notice so given change its address for

future notice hereunder. Notice will conclusively be deemed to have been given and received when personally delivered or three (3) days after such notice has been deposited in the mail or upon transmission by confirmed telecopy.

7. Rights as an Equity Holder. This Note alone shall not entitle Holder to any rights as a member or equity interest holder of the Company, except as otherwise agreed to in writing by the Company.

8. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia, excluding that body of law relating to conflict of laws.

9. Headings; References. All headings used herein are used for convenience only and will not be used to construe or interpret this Note. Except where otherwise indicated, all references herein to Sections refer to Sections hereof.

10. Usury. It is the express intention of the Company and Holder that nothing provided herein shall be interpreted or construed to reserve, charge, or take, or to contract to reserve, charge, or take, interest violating any applicable usury law. In no event shall interest under this Note, however denominated, characterized, or computed, exceed the amount permitted under applicable law as the law so exists or as the law may be changed in the future to allow higher rates of interest. The Company and Holder agree that any sum reserved, charged or taken by Holder, or contracted to be reserved, charged or taken by Holder, which (but for this paragraph) would be deemed interest in violation of applicable usury laws, shall by virtue of this paragraph, and for all purposes under this Note, be deemed to be comprised of two components, one equal to the highest amount of interest permitted under applicable usury law (as the law now exists or as the law may be changed in the future to allow higher rates of interest), and the remainder constituting a contracted for principal payment (without penalty) on the date made.

11. Replacement of Note. On receipt of evidence reasonably satisfactory to the Company of the loss, theft, destruction or mutilation of this Note, and, in each case of loss, theft or destruction, delivery of an indemnity agreement reasonably satisfactory in form and substance to the Company or, in the case of mutilation, on surrender and cancellation of this Note, the Company at its expense shall execute and deliver, in lieu of this Note, a new note of like tenor.

IN WITNESS WHEREOF, the parties have caused this Note to be issued effective
as of \$/, / [2025]
Amount Month, Date Year

HOLDER:

[_____]

By: _____

[_____]

Address:

[_____]

[_____]

Date: _____

COMPANY:

Dyop® Vision Associates, LLC

Name: Allan Hytowitz

Title: President

Address:

5035 Morton Ferry Circle

Alpharetta, Georgia 30022

Date: _____