UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 8-K

CURRENT REPORT
Pursuant to Section 13 or 15(d)
of the Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): April 27, 2026

SENTI BIOSCIENCES HOLDINGS, INC.
(Exact name of Registrant as specified in its charter)

Delaware	**001-40440**	**42-1912154**
(State or other jurisdiction of incorporation)	**(Commission File Number)**	**(IRS Employer Identification No.)**

2 Corporate Drive, First Floor
South San Francisco, California 94080
(Address of principal executive offices including zip code)

Registrant's telephone number, including area code: (650) 239-2030

Senti Biosciences, Inc.
(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

☒ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common stock, $0.0001 par value per share	**SNTI**	**The Nasdaq Capital Market**

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company ☒

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☒

Item 1.01 Entry Into a Material Definitive Agreement.

Securities Purchase Agreement

On April 27, 2026, Senti Biosciences Holdings, Inc. (the “Company”), Senti Holdings, Inc., a direct, wholly owned subsidiary of the Company (“Senti Holdings”), and Senti Biosciences, Inc., a direct wholly owned subsidiary of Senti Biosciences Holdings (“Senti Biosciences”), entered into a securities purchase agreement (the “Securities Purchase Agreement”) with one accredited investor (the “Investor”), pursuant to which Senti Holdings agreed to issue and sell in a private placement up to $40.0 million in aggregate principal amount of its Senior Secured Convertible Notes (the “Notes”) in up to two tranches, subject to the satisfaction of certain specified closing conditions. The terms of the Notes are described below in the section titled “*The Notes*”.

The Investor is an entity affiliated with Celadon Partners SPV 24 (“Celadon”), which is the Company’s largest stockholder and a holder of more than five percent of the Company’s outstanding capital stock.

Pursuant to the Securities Purchase Agreement, the first tranche consists of $10.0 million in aggregate principal amount of Notes that are to be issued (the “Initial Notes”), subject to the satisfaction of certain specified closing conditions, which include, but are not limited to, that Senti Biosciences shall have consummated its previously disclosed holding company reorganization (the “Holding Company Reorganization”) pursuant to which Senti Biosciences would merge with and into a subsidiary of Senti Holdings with Senti Biosciences surviving as a wholly-owned, direct subsidiary of Senti Holdings. The Holding Company Reorganization was consummated on April 24, 2026.

Pursuant to the Securities Purchase Agreement, the second tranche may consist of up to $30.0 million in aggregate principal amount of Notes that are to be issued after the first tranche (the “Additional Notes”), subject to (1) Celadon’s discretionary election and (2) the satisfaction of certain specified closing conditions. The Company will not be obligated to issue any Additional Notes unless the parties shall have executed, within thirty days of the closing of the Initial Notes, definitive documents for a potential transaction (the “CVR Transaction”) pursuant to which, if consummated, an entity affiliated with Celadon would merge with and into Senti Holdings and Senti Holdings would issue a contingent value right (a “CVR”) to the Company’s stockholders, which may pay out up to an aggregate of $60.0 million in cash subject to the achievement of certain regulatory and sales milestones with respect to the Company’s product candidate, SENTI-202.

Senti Holdings agreed to several covenants in the Securities Purchase Agreement, including, but not limited to:

- The Company agreed to use substantially all of the net proceeds from the sale of the Notes for general corporate purposes and to advance CMC and clinical trials for their product candidate, SENTI-202;

- Senti Holdings agreed to pay Celadon 3.0% of the aggregate principal amount of the Notes purchased at a closing by Celadon and any purchaser of Notes brought in by Celadon;

- Senti Holdings and the Company each agreed to certain limitations on their ability to issue securities; and

- As promptly as practicable, the Company agreed to solicit the approval of its stockholders at a meeting to be held not later than August 31, 2026 to approve the Company’s issuance of shares of its common stock underlying the Notes without giving effect to the Exchange Cap (as defined below) (the “Issuance Approval”), and Celadon agreed to vote in support of such proposal.

The Securities Purchase Agreement also included certain customary representations and warranties with respect to the Company, Senti Holdings and the Investor. The representations, warranties and covenants contained in the Securities Purchase Agreement were made only for purposes of such agreement and as of specific dates, were solely for the benefit of the parties therein, and may be subject to limitations agreed upon by the contracting parties. Accordingly, the Securities Purchase Agreement is incorporated herein by reference only to provide investors with information regarding its terms, and not to provide investors with any other factual information regarding the Company, Senti Holdings or their business, and should be read in conjunction with the disclosures in the Company’s periodic reports and other filings with the SEC.

If the closing of the Initial Notes does not occur with respect to an Investor on or before fifteen business days from the date of entry into the Securities Purchase Agreement due to a failure to satisfy the closing conditions set forth in the Securities Purchase Agreement, the non-breaching party has the option to terminate to the Securities Purchase Agreement with

respect to such breaching party by delivering a written notice to that effect. In the case of such termination, Senti Holdings would remain obligated to reimburse Celadon or its designee for certain expenses.

The foregoing description of the Securities Purchase Agreement does not purport to be complete and is qualified in its entirety by reference to the Securities Purchase Agreement, a copy of which is filed as Exhibit 10.1 to this Current Report on Form 8-K and is incorporated by reference into this Item 1.01.

The Notes

The Notes are to be issued directly to their holders (the "Holders") and are Senti Holding's senior, secured indebtedness and are to be guaranteed by the Company and all its direct and indirect subsidiaries (other than Senti Holdings) pursuant to a Guarantee (the "Guarantee") in favor of the Investor. The Notes will be secured by a first priority lien, subject to certain permitted liens, in all of the current and future assets of Senti Holdings, the Company and all direct and indirect subsidiaries of Senti Holdings, subject to certain customary exclusions.

The Notes will not bear any interest unless an event of default has occurred. If issued, the Notes will have a maturity date (the "Maturity Date") on the date that is the first business day immediately following the date that is six months after the closing date of the Initial Notes. The Maturity Date may be extended at the option of a Holder (i) if there is an event of default occurring on the Maturity Date or any event that, with the passage of time and the failure to cure would result in an event of default and (ii) through the date that is ten business day after the consummation of a change of control that is publicly announced or of which the Holder received notice pursuant to the Notes. On the Maturity Date, if the Notes have not previously been converted or exchanged, Senti Holdings is required to pay the Holder an amount in cash equal to 200% of all outstanding principal and accrued and unpaid interest.

After issuance, a Holder may convert its Note for shares of Senti Holdings common stock at an initial conversion price of $0.6261 per share, which is subject to customary adjustments upon the occurrence of events specified in the Notes. If Celadon (assuming it still holds Notes) and the holders of Notes representing at least a majority of the aggregate principal amount of the Notes then outstanding (the "Required Holders") deliver a notice to convert at least a majority of the aggregate principal amount of Notes then outstanding or the Company consummates the potential CVR Transaction, then the Company shall have the right to convert the remaining outstanding Notes.

After issuance, the Notes may also be exchanged for shares of Company common stock at an initial exchange price of $0.6261 per share, subject to customary adjustments upon the occurrence of events specified in the Notes. If, after the Issuance Approval, the Required Holders exchange a majority of the aggregate principal amount of the Notes then outstanding or the Company consummates the potential CVR Transaction, then the Company shall have the right (but not the obligation) to require all remaining outstanding Notes to be exchanged. At the election of a Holder, its Note may be subject to a beneficial ownership limitation. In the case of such an election, the Holder shall choose a maximum percentage (up to 19.99%), and it will not have the right to receive any shares of the Company's common stock pursuant to the terms of the Note upon exchange that would exceed such maximum percentage. The selected maximum percentage may be increased or decreased upon sixty-one days of notice. In addition, in accordance with the rules of the Nasdaq Stock Market, the Company is not obligated to issue any shares of its common stock upon exchange beyond 19.99% of the Company's common stock outstanding as of the date of the Securities Purchase Agreement (the "Exchange Cap") prior to the Issuance Approval. If the Company fails to timely deliver shares of its common stock upon exchange, the Holder will have buy-in rights requiring the Issuer to pay cash equal to the Holder's total purchase price for shares purchased in the market to cover such failure.

The exchange/conversion price is subject to full-ratchet anti-dilution adjustment if the Company issues or sells its common stock at a price less than the exchange/conversion price then in effect (a "Dilutive Issuance"), in which case the exchange/conversion price shall be reduced to equal the price per share of such Dilutive Issuance.

The Notes contain customary affirmative and negative covenants, including certain limitations on debt, liens, restricted payments, asset transfers, and changes in the business.

The Notes contain several customary events of default. In the case of events of default that relate to bankruptcy, the Company is required to redeem the Notes in cash, and in the case of other events of default, the Holders may require the Company to redeem their Notes in cash. The redemption price is the greater of (i) 200% of the outstanding principal amount of the Notes and (ii) the product of (x) the principal amount being redeemed and (y) the quotient obtained by dividing the greatest closing sale price of the Issuer common stock during the event of default by the lowest exchange price during such period. While any event of default is occurring, interest will accrue at an annual rate of 12.0%.

The foregoing description of the Notes and the Guarantee does not purport to be complete and is qualified in its entirety by reference to the form of Note and the form of Guarantee, copies of which are filed as Exhibit 10.2 and Exhibit 10.3, respectively, to this Current Report on Form 8-K and are incorporated by reference into this Item 1.01.

Registration Rights Agreement

As a closing condition to issuances of Notes under the Securities Purchase Agreement, the Company and Senti Biosciences expect to enter into a Registration Rights Agreement (the "Registration Rights Agreement") with the Investor. Upon entry into the Registration Rights Agreement, as reasonably practicable following any issuance of the Notes, but, in any event, not later than thirty days thereafter (the "Filing Date") the Company would agree to file one or more resale registration statements on Form S-3 (or another appropriate form if Form S-3 is not available) providing for the resale by the Investor of the shares of common stock issuable upon exchange of the Notes (the "Registrable Shares"), and to use commercially reasonable efforts to cause any such resale registration statement to be declared effective as soon as practicable but in any event no later than the earlier of (a) the seventy-fifth calendar day following the Filing Date of such registration statement if the U.S. Securities Exchange Commission (the "SEC") notifies the Company that it will "review" the registration statement and (b) the fifth business day after the date the Company is notified (orally or in writing, whichever is earlier) by the SEC that such registration statement will not be "reviewed" or will not be subject to further review. The Company will further agree to take all steps necessary to keep any such registration statement effective at all times until all Registrable Shares have been resold, or there remain no Registrable Shares.

The foregoing description of the Registration Rights Agreement does not purport to be complete and is qualified in its entirety by reference to the form of Registration Rights Agreement, a copy of which is filed as Exhibit 10.4 to this Current Report on Form 8-K and is incorporated by reference into this Item 1.01.

Voting Agreement

Pursuant to the Securities Purchase Agreement, the Company has agreed to seek stockholder approval of (i) the potential CVR Transaction and (ii) the Issuer's issuance of shares of its common stock underlying the Notes without giving effect to the Exchange Cap. In connection with the obligation to seek such stockholder approval and as a condition to the issuance of Notes under the Securities Purchase Agreement, the Company expects to entered into a voting agreement (the "Voting Agreement") with directors and executive officers of the Company as well as Celadon, pursuant to which these parties agreed to vote all shares of the Company's common stock they hold in favor of each stockholder proposal.

The foregoing description of the Voting Agreement does not purport to be complete and is qualified in its entirety by reference to the form of Voting Agreement, a copy of which is filed as Exhibit 10.5 to this Current Report on Form 8-K and is incorporated by reference into this Item 1.01.

Item 2.03 Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of a Registrant.

The information contained above in Item 1.01 of this Current Report on Form 8-K is hereby incorporated by reference into this Item 2.03.

Item 3.02 Unregistered Sales of Equity Securities.

The information contained above in Item 1.01 of this Current Report on Form 8-K is hereby incorporated by reference into this Item 3.02.

The Notes and the shares of Company common stock, Senti Biosciences common stock and Senti Holdings common stock underlying the Notes were offered in and are to be issued to the Investor without registration under the Securities Act of 1933, as amended (the "Securities Act"), in reliance on the exemptions provided by Section 4(a)(2) of the Securities Act of 1933, as amended (the "Securities Act") as a transaction not involving a public offering and Rule 506 promulgated under the Securities Act as sales to one accredited investor, and in reliance on similar exemptions under applicable state laws.

Item 5.01 Changes in Control of Registrant.

The information set forth in Item 1.01 to this Current Report on Form 8-K is incorporated into this Item 5.01 by reference.

Assuming the issuance of the Initial Notes on the date hereof, the Issuance Approval and the immediate exchange of such Notes by Celadon for Company common stock, Celadon would, based on its Schedule 13D/A filed with the SEC on March

31, 2026, beneficially own 54.6% of the Company's outstanding common stock. Celadon has agreed to pay an aggregate of $9.7 million for the Initial Notes, and the purchase price is expected to be funded by equity financing by Celadon.

To the knowledge of the Company, except as set forth herein, there are no arrangements, including any pledge by any person of securities of the Company, the operation of which may at a subsequent date result in a further change in control of the Company.

Item 9.01 Financial Statements and Exhibits.

(d)

Exhibit Number	Description
10.1	Securities Purchase Agreement, dated April 27, 2026, by and among Senti Biosciences Holdings, Inc., Senti Holdings, Inc., Senti Biosciences, Inc. and the purchaser named therein.
10.2	Form of Senior Secured Convertible Note of Senti Holdings, Inc.
10.3	Form of Guarantee.
10.4	Form of Registration Rights Agreement, by and among Senti Biosciences Holdings, Inc., Senti Biosciences, Inc. and any investor to be named named therein.
10.5	Form of Voting Agreement by and among Senti Biosciences Holdings, Inc., Senti Biosciences, Inc. and the stockholders to be party thereto.
104	Cover Page Interactive Data File-the cover page XBRL tags are embedded within the Inline XBRL document.

Additional Information and Where to Find It

In connection with the issuance of Notes beyond the Exchange Cap and the potential CVR Transaction (the "Subject Transactions"), the Company intends to file relevant materials with the SEC, including a preliminary proxy statement on Schedule 14A. Promptly after filing its definitive proxy statement with the SEC, the Company will mail the proxy materials to each stockholder entitled to vote at the annual of special meeting of stockholders relating to the Subject Transactions. This communication is not a substitute for the proxy statement or any other document that the Company may file with the SEC or send to its stockholders in connection with the Subject Transactions. BEFORE MAKING ANY VOTING DECISION, INVESTORS AND SECURITY HOLDERS OF THE COMPANY ARE URGED TO READ THESE MATERIALS (INCLUDING ANY AMENDMENTS OR SUPPLEMENTS THERETO) AND ANY OTHER RELEVANT DOCUMENTS IN CONNECTION WITH THE SUBJECT TRANSACTIONS THAT THE COMPANY WILL FILE WITH THE SEC WHEN THEY BECOME AVAILABLE BECAUSE THEY WILL CONTAIN IMPORTANT INFORMATION ABOUT THE COMPANY AND THE SUBJECT TRANSACTIONS. The definitive proxy statement, the preliminary proxy statement and other relevant materials in connection with the Subject Transactions (when they become available), and any other documents filed by the Company with the SEC, may be obtained free of charge at the SEC's website (http://www.sec.gov) or the Company's website (investors.sentibio.com) or by writing to the Company's Corporate Secretary at 2 Corporate Drive, First Floor, South San Francisco, CA, 94080, Attention: Corporate Secretary.

Participants in the Solicitation

The Company and its directors and executive officers may be deemed to be participants in the solicitation of proxies from the Company's stockholders with respect to the Subject Transactions. Information about the Company's directors and executive officers and their ownership of the Company's common stock is set forth in the amendment to the Company's Annual Report on Form 10-K for the year ended December 31, 2025 filed with the SEC on April 29, 2026. Information regarding the identity of the potential participants, and their direct or indirect interests in the Subject Transactions, by security holdings or otherwise, will be set forth in the proxy statement and other materials to be filed with SEC in connection with the Subject Transactions.

Forward-Looking Statements

All of the statements in this Current Report on Form 8-K, other than historical facts, are forward-looking statements made in reliance upon the safe harbor of the Private Securities Litigation Reform Act of 1995, including, without limitation, the statements made concerning the issuance of any Notes and the potential CVR Transaction. As a general matter, forward-looking statements are those focused upon anticipated events or trends, expectations, and beliefs relating to matters that are

not historical in nature. Such forward-looking statements are subject to uncertainties and factors relating to the operations and business environment of Company, all of which are difficult to predict and many of which are beyond the control of the Company. Among others, the following uncertainties and other factors could cause actual results to differ from those set forth in the forward-looking statements: (i) the risk that the issuance of the Notes or the potential CVR Transaction may not be completed in a timely manner or at all, which may adversely affect the business and the price of the common stock of the Company, (ii) the failure to satisfy the conditions to the consummation of any Notes, including the execution by any party, including the Company, of definitive documents related to the potential CVR Transaction, (iii) the occurrence of any event, change or other circumstance that could give rise to the termination of the Securities Purchase Agreement, (iv) the effect of the announcement or pendency of the transactions described herein on the business relationships, operating results, and business generally of the Company, (v) risks that the transactions described herein disrupt current plans and operations of the Company and potential difficulties in employee retention as a result of the proposed transactions, (vi) risks related to diverting management's attention from the Company's ongoing business operations, (vii) the outcome of any legal proceedings that may be instituted against the Company related to the proposed transactions, and (viii) restrictions during the pendency of the proposed transactions that may impact the Company's ability to pursue certain business opportunities or strategic transactions. Furthermore, additional or unforeseen effects from the global economic and geopolitical climate, and catastrophic events, including, but not limited to, acts of terrorism or continuation or outbreak of war or hostilities, may amplify many of these risks. Further risks that could cause actual results to differ materially from those matters expressed in or implied by such forward-looking statements are described in the Company's SEC reports, including but not limited to the risks described in the Company's most recent most recent Quarterly Report on Form 10-Q or Annual Report on Form 10-K filed with the SEC, and other documents the company may file with or furnish to the SEC from time to time. The Company does not assume any obligation and does not intend to update these forward-looking statements.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

SENTI BIOSCIENCES HOLDINGS, INC.

Date:	May 1, 2026		By:	/s/ Timothy Lu, M.D., Ph.D.
			Name:	Timothy Lu, M.D., Ph.D.
			Title:	Chief Executive Officer

SECURITIES PURCHASE AGREEMENT

SECURITIES PURCHASE AGREEMENT (the "**Agreement**"), dated as of April 27 , 2026, by and among Senti Holdings, Inc. a Delaware corporation (the "**Company**"), Senti Biosciences, Inc., a Delaware corporation, Senti Biosciences Holdings, Inc., a Delaware corporation, and the investors listed on the Schedule of Buyers attached hereto (individually, a "**Buyer**" and collectively, the "**Buyers**"). "**Issuer**" means (i) prior to the completion of the Holding Company Reorganization (as defined herein), Senti Biosciences, Inc. and (ii) from and after the completion of the Holding Company Reorganization, Senti Biosciences Holdings, Inc.

WHEREAS:

1. The Company, Senti Biosciences, Inc., Senti Biosciences Holdings, Inc. and the Buyers desire to enter into this transaction to purchase the Notes (as defined below) pursuant to an exemption from the registration requirements of Section 5 of the Securities Act of 1933, as amended (the "**Securities Act**") afforded by Section 4(a)(2) of the Securities Act, or Rule 506(b) of Regulation D ("**Regulation D**") as promulgated by the United States Securities and Exchange Commission (the "**SEC**") under the Securities Act.

2. The Company has authorized a new series of senior secured convertible notes of the Company, in the form attached hereto as Exhibit A (the "**Notes**"), which Notes shall be exchangeable for shares of common stock, par value $0.0001 per share, of the Issuer (the "**Issuer Common Stock**") or convertible into common stock of the Company (the "**Company Common Stock**") in accordance with the terms of the Notes (all shares of Issuer Common Stock issued or issuable pursuant to the terms of the Notes, including, without limitation, upon exchange or otherwise, collectively, the "**Exchange Shares**" and, together with the Notes and the Company Common Stock, the "**Securities**").

3. Each Buyer wishes to purchase, severally and not jointly, and the Company wishes to sell at the Initial Closing (as defined below), upon the terms and conditions stated in this Agreement, that aggregate principal amount of Notes set forth opposite such Buyer's name in column 3(a) on the Schedule of Buyers attached hereto (which aggregate principal amount for all Buyers shall be $10,000,000 (the "**Initial Notes**")).

4. Each of CPIF II-7 Limited, an exempted company incorporated under the laws of Cayman Islands (the "**Lead Investor**"), and each such other Buyer as may be identified by Lead Investor may, in its sole and absolute discretion, elect to purchase, and the Company then wishes to sell at the Additional Closing, upon the terms and conditions stated in this Agreement, up to that aggregate principal amount of Notes set forth opposite such Buyer's name in column (3)(b) on the Schedule of Buyers attached hereto (which aggregate principal amount for all Buyers shall be $30,000,000) (the "**Additional Notes**"). For the avoidance of doubt, the Initial Notes and the Additional Notes are collectively referred to herein as the Notes.

5. The Notes will be senior indebtedness of the Company and will be guaranteed on a senior basis by the Issuer and by all direct and indirect Subsidiaries (as defined below) of the Company and the Issuer (other than the Company), currently formed or formed in the future, as evidenced by a guarantee agreement, in the form attached hereto as Exhibit B (as amended or modified from time to time in accordance with its terms, the "**Guarantee**"), and will be secured by a first priority perfected security interest (subject to Permitted Liens under and as defined in the Notes) in all of the current and future assets (other than certain Excluded Assets (as defined in the Security Agreement (as defined below)) of the Company, the Issuer, and all direct and indirect Subsidiaries of the Company, created or acquired in the future and subject to certain exclusions and limitations, as evidenced by a pledge and security agreement, in the form attached hereto as Exhibit C (as amended or modified from time to time in accordance with its terms, the "**Security Agreement**").

6. In connection with this Agreement, Senti Biosciences, Inc., Senti Biosciences Holdings, Inc., the Company and the Buyers will execute and deliver a Registration Rights Agreement, substantially in the form attached hereto as Exhibit D (the "**Registration Rights Agreement**"), pursuant to which the Issuer will agree to provide certain registration rights with respect to the Registrable Securities (as defined in the Registration Rights Agreement) under the Securities Act and the rules and regulations promulgated thereunder, and applicable state securities laws.

NOW, THEREFORE, the Company, the Issuer and each Buyer hereby agree as follows:

1. PURCHASE AND SALE OF NOTES.

(a) Purchase of Notes.

(i) Subject to the satisfaction (or waiver) of the conditions set forth in Sections 6 and 7 below, the Company shall issue and sell to each Buyer, and each Buyer, severally, but not jointly, agrees to purchase from the Company, the Initial Notes in the original principal amount as is set forth opposite such Buyer's name in column 3(a) of the Schedule of Buyers attached (the "**Initial Closing**").

(ii) Subject to the satisfaction (or waiver) of the conditions set forth in Sections 6 and 7 below and following the proper delivery of an Additional Closing Notice (defined below), the Company shall issue and sell to each Buyer, and each Buyer, severally, but not jointly, agrees to purchase from the Company, the Additional Notes in an aggregate principal amount as is set forth opposite such Buyer's name in column 3(b) of the Schedule of Buyers attached (the "**Additional Closing**" and, together with the Initial Closing, each a "**Closing**").

(a) Closing Date.

(i) Initial Closing Date. The date and time of the Initial Closing (the "**Initial Closing Date**") shall be 10:00 a.m., New York City time, within fifteen (15) Business Days from the date hereof (or such other date and time as is mutually agreed to in writing by the Company, the Issuer and the Lead Investor) after notification of satisfaction (or waiver) of the conditions to the Initial Closing set forth in Sections 6 and 7 below at the offices of McDermott Will & Schulte LLP, 919 Third Avenue, New York, New York 10022. The Initial Closing may also be undertaken remotely by electronic transfer of Initial Closing documentation.

(ii) Additional Closing Date. The Lead Investor may, in its sole and absolute discretion, at any time following the Initial Closing Date, subject to the satisfaction or waiver of the applicable conditions set forth in Section 7, elect to purchase Additional Notes from the Company by delivering to the Company a notice (an "**Additional Closing Notice**") and the Company shall then, subject to the satisfaction or waiver of the applicable conditions set forth in Section 6, agree to issue and sell to the Lead Investor, on the Additional Closing Date (defined below), such aggregate principal amount of Additional Notes.

(1) Upon receipt of an Additional Closing Notice, the Company shall promptly, but in any event within two (2) Business Days of receipt of the Additional Closing Notice, provide notice to each Buyer of the Lead Investor's election under the Additional Closing Notice (each such notice, a "**Buyer Notice**"). The Buyer may participate in the Additional Closing by providing a written notice to the Company within five (5) Business Days after the Company's delivery to such Buyer of a Buyer's Notice, indicating such Buyer's election to participate in the Additional Closing and specifying the aggregate principal amount of Additional Notes it so wishes to purchase, which aggregate principal amount shall not exceed the aggregate principal amount set forth opposite such Buyer's name in column (3)(b) on the Schedule of Buyers.

(2) The Additional Closing will occur, after notification of satisfaction (or waiver) of the conditions to the Additional Closing set forth in Sections 6 and 7,

on the tenth (10th) Business Day after the date the Lead Investor delivers an Additional Closing Notice to the Company (unless otherwise mutually agreed to by the Company and the Lead Investor) (the "**Additional Closing Date**" and, together with the Initial Closing Date, each a "**Closing Date**") at 10:00 a.m., New York City time at the offices of offices of McDermott Will & Schulte LLP, 919 Third Avenue, New York, New York 10022. The Additional Closing may also be undertaken remotely by electronic transfer of Additional Closing documentation. For the avoidance of doubt, no Additional Closing Date shall take place later than six (6) months after the Initial Closing Date.

(b) Form of Payment. The purchase price for each Note shall be equal to the original principal amount thereof (the "**Purchase Price**"), subject to the Structuring Discount (as defined below). On each Closing Date, (i) each Buyer shall pay its Purchase Price to the Company for the Notes to be issued and sold to such Buyer at such Closing (less, in the case of the Lead Investor, the amounts withheld pursuant to Section 4(g)), by wire transfer of immediately available funds in accordance with the Company's written wire instructions and (ii) the Company shall deliver to each Buyer the Notes (allocated in the principal amounts as such Buyer shall request) which such Buyer is then purchasing hereunder, duly executed on behalf of the Company and registered in the name of such Buyer or its designee.

2. BUYER'S REPRESENTATIONS AND WARRANTIES. Each Buyer, severally and not jointly, represents and warrants with respect to only itself that, as of the date hereof and as of each Closing Date:

(a) Organization; Authority. Such Buyer is an entity duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization with the requisite power and authority to enter into and to consummate the transactions contemplated by the Transaction Documents to which it is a party and otherwise to carry out its obligations hereunder and thereunder.

(b) Validity; Enforcement. This Agreement has been, and at the Closing, the Registration Rights Agreement will have been, duly and validly authorized, executed and delivered on behalf of such Buyer and shall constitute the legal, valid and binding obligations of such Buyer enforceable against such Buyer in accordance with their respective terms, except as such enforceability may be limited by general principles of equity or applicable bankruptcy, insolvency, reorganization, moratorium, liquidation and other similar laws relating to, or affecting generally, the enforcement of applicable creditors' rights and remedies.

(c) No Conflict. The execution, delivery and performance by such Buyer of this Agreement and the Registration Rights Agreement and the consummation by such Buyer of the transactions contemplated hereby and thereby will not (i) result in a violation of the organizational documents of such Buyer or (ii) conflict with, or constitute a default (or an event which with notice or lapse of time or both would become a default) under, or give to others any rights of termination, amendment, acceleration or cancellation of, any agreement, indenture or instrument to which such Buyer is a party, or (iii) result in a violation of any law, rule, regulation, order, judgment or decree (including federal and state securities laws) applicable to such Buyer, except in the case of clauses (ii) and (iii) above, for such conflicts, defaults, rights or violations which would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect on the ability of such Buyer to perform its obligations hereunder.

(d) No Public Sale or Distribution. Such Buyer (i) is acquiring its Note, and (ii) upon exchange of its Note will acquire the Exchange Shares issuable upon exchange thereof, in each case, for its own account and not with a view towards, or for resale in connection with, the public sale or distribution thereof, except pursuant to sales registered or exempted under the Securities Act; provided, however, that by making the representations herein, such Buyer does not agree to, or make any representation or warranty regarding its intent to, hold any of the Securities for any minimum or other specific term and reserves the right to dispose of the Securities at any time in accordance with or pursuant to a registration statement or an exemption from registration under the Securities Act. Such Buyer does not presently have any agreement or understanding, directly or indirectly, with any Person (as defined below) to distribute any of the Securities in violation of applicable securities laws. For purposes of this

Agreement, "**Person**" means an individual, a limited liability company, a partnership, a joint venture, a corporation, a trust, an unincorporated organization, any other entity and any government or any department or agency thereof.

(e) Accredited Investor Status. Such Buyer is an "accredited investor" as that term is defined in Rule 501(a) of Regulation D.

(f) Reliance on Exemptions. Such Buyer understands that the Securities are being offered and sold to it in reliance on specific exemptions from the registration requirements of United States federal and state securities laws and that the Company is relying in part upon the truth and accuracy of, and such Buyer's compliance with, the representations, warranties, agreements, acknowledgments and understandings of such Buyer set forth herein in order to determine the availability of such exemptions and the eligibility of such Buyer to acquire the Securities.

(g) Information. Such Buyer and its advisors, if any, have been furnished with all materials relating to the business, finances and operations of the Company and materials relating to the offer and sale of the Notes that have been requested by such Buyer. Such Buyer and its advisors, if any, have been afforded the opportunity to ask questions of the Company. Neither such inquiries nor any other due diligence investigations conducted by such Buyer or its advisors, if any, or its representatives shall modify, amend or affect such Buyer's right to rely on the Company's representations and warranties contained herein. Such Buyer understands that its investment in the Notes involves a high degree of risk. Such Buyer has sought such accounting, legal and tax advice as it has considered necessary to make an informed investment decision with respect to its acquisition of the Notes.

(h) No Governmental Review. Such Buyer understands that no United States federal or state agency or any other government or governmental agency has passed on or made any recommendation or endorsement of the Notes or the fairness or suitability of the investment in the Notes nor have such authorities passed upon or endorsed the merits of the offering of the Notes.

(i) Transfer or Resale. Such Buyer understands that except as provided in the Registration Rights Agreement: (i) the Securities have not been and are not being registered under the Securities Act or any state securities laws, and may not be offered for sale, sold, assigned or transferred unless (A) subsequently registered thereunder, (B) such Buyer shall have delivered to the Company an opinion of counsel selected by such Buyer, in a form reasonably acceptable to the Company, to the effect that such Securities to be sold, assigned or transferred may be sold, assigned or transferred pursuant to an exemption from such registration, or (C) such Buyer provides the Company with reasonable assurance that such Securities can be sold, assigned or transferred pursuant to Rule 144 ("**Rule 144**") or Rule 144A ("**Rule 144A**") promulgated under the Securities Act (or a successor rule thereto); (ii) any sale of the Securities made in reliance on Rule 144 or Rule 144A may be made only in accordance with the terms of Rule 144 or Rule 144A and further, if Rule 144 and Rule 144A are not applicable, any resale of the Securities under circumstances in which the seller (or the Person) through whom the sale is made may be deemed to be an underwriter (as that term is defined in the Securities Act) may require compliance with some other exemption under the Securities Act or the rules and regulations of the SEC thereunder; and (iii) neither the Company nor any other Person is under any obligation to register the Securities under the Securities Act or any state securities laws or to comply with the terms and conditions of any exemption thereunder. Notwithstanding the foregoing, the Securities may be pledged in connection with a bona fide margin account or other loan or financing arrangement secured by the Securities and such pledge of Securities shall not be deemed to be a transfer, sale or assignment of the Securities hereunder, and no Buyer effecting a pledge of Securities shall be required to provide the Company with any notice thereof or otherwise make any delivery to the Company pursuant to this Agreement or any other Transaction Document (as defined below), including, without limitation, this Section 2(h).

(j) Legends. Such Buyer understands that the certificates or other instruments representing the Notes and, until such time as the resale of the Exchange Shares have been registered under the Securities Act, the stock certificates representing the Exchange Shares, except as set forth below, shall bear a restrictive legend in substantially the following form (and a stop-transfer order may be placed against transfer of such stock certificates):

NEITHER THE ISSUANCE AND SALE OF THE SECURITIES REPRESENTED BY THIS CERTIFICATE NOR THE SECURITIES INTO WHICH THESE SECURITIES ARE EXCHANGEABLE OR CONVERTIBLE HAVE BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR APPLICABLE STATE SECURITIES LAWS. THE SECURITIES MAY NOT BE OFFERED FOR SALE, SOLD, TRANSFERRED OR ASSIGNED (I) IN THE ABSENCE OF (A) AN EFFECTIVE REGISTRATION STATEMENT FOR THE SECURITIES UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR (B) AN OPINION OF COUNSEL SELECTED BY THE HOLDER, IN A FORM REASONABLY ACCEPTABLE TO THE COMPANY (IF REQUESTED BY THE COMPANY), THAT REGISTRATION IS NOT REQUIRED UNDER SAID ACT, OR (II) UNLESS SOLD OR ELIGIBLE TO BE SOLD PURSUANT TO RULE 144 OR RULE 144A UNDER SAID ACT. NOTWITHSTANDING THE FOREGOING, THE SECURITIES MAY BE PLEDGED IN CONNECTION WITH A BONA FIDE MARGIN ACCOUNT OR OTHER LOAN OR FINANCING ARRANGEMENT SECURED BY THE SECURITIES.

The legend set forth above shall be removed and the Company or the Issuer, as applicable, shall issue a certificate without such legend to the holder of the Securities upon which it is stamped or issue to such holder by electronic delivery at the applicable balance account at The Depository Trust Company ("**DTC**"), if (i) such Securities are registered for resale under the Securities Act, (ii) in connection with a sale, assignment or other transfer, such holder provides the Company with an opinion of counsel, in a form reasonably acceptable to the Company or the Issuer, as applicable, to the effect that such sale, assignment or transfer of the Securities may be made without registration under the applicable requirements of the Securities Act, or (iii) the Securities can be sold, assigned or transferred pursuant to Rule 144 or Rule 144A. The Issuer shall be responsible for the fees of Continental Stock Transfer & Trust Company (including any successor transfer agent, the "**Transfer Agent**") and all DTC fees associated with such issuance. The Issuer shall cause its counsel to issue a legal opinion to the Transfer Agent promptly if required by the Transfer Agent, and/or to any Buyer if requested by such Buyer, to effect the removal of the legend hereunder.

The Company and the Issuer acknowledge and agree that each Buyer does not make or has not made any representations or warranties with respect to the transactions contemplated hereby other than those specifically set forth in this Section 2.

3. REPRESENTATIONS AND WARRANTIES OF THE COMPANY AND THE ISSUER. The Company and the Issuer represent and warrant to each of the Buyers that, as of the date hereof and as of each Closing Date:

(a) Organization and Power.

(i) The Company is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware and has the requisite power and authority to enter into and perform its obligations under each of this Agreement and the Notes.

(ii) The Issuer is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware, has the requisite power and authority to own, lease and operate its properties and to carry on its business as now conducted and described in the SEC Reports and is qualified to do business in each jurisdiction in which the character of its properties or the nature of its business requires such qualification, except where such failure to be in good standing or to have such

power and authority or to so qualify would not reasonably be expected to have any material adverse effect on, or any development that would reasonably be expected to result in a material adverse effect, in or affecting (i) the business, properties, assets, liabilities, operations, results of operations, condition (financial or otherwise) or prospects of the Company, the Issuer and the Subsidiaries, individually or taken as a whole, whether or not occurring in the ordinary course of business, or (ii) on the transactions contemplated hereby or the other Transaction Documents or by the agreements and instruments to be entered into in connection herewith or therewith, or (iii) on the authority or ability of the Company to perform its obligations under the Transaction Documents or (iv) on the legality, validity, binding effect or enforceability of any of the Transaction Documents (collectively a "**Material Adverse Effect**"). **"SEC Reports**" means (a) the Issuer's most recently filed Annual Report on Form 10-K and (b) all Quarterly Reports on Form 10-Q or Current Reports on Form 8-K filed or furnished (as applicable) by the Issuer following the end of the most recent fiscal year for which an Annual Report on Form 10-K has been filed, together in each case with any documents incorporated by reference therein or exhibits thereto.

(iii) Each of the Issuer's Subsidiaries is (i) duly incorporated and validly existing and in good standing under the laws of the jurisdiction of its incorporation and has the requisite power and authority to carry on its business as now conducted and to own or lease its properties and (ii) qualified to do business as a foreign corporation and in good standing in each jurisdiction in which such qualification is required, except in each case as would not cause a Material Adverse Effect.

(b) Capitalization.

(i) The Issuer's disclosure of its authorized, issued and outstanding capital stock, including disclosure of its issued and outstanding common stock, common stock options, restricted stock units, performance stock units, and obligations to potentially issue shares of common stock pursuant to earnouts or the GeneFab Option, on the cover page and in the chart in Note 6 of the Issuer's Form 10-K for the year ended December 31, 2025 (the "**Capitalization Date**") was accurate in all material respects as of the date indicated in such SEC Report. Since the date indicated in such SEC Report, except as set forth in Schedule 3(b)(i), there has not been any change in the Issuer's capital stock, including in any options, restricted stock units, performance stock units or other obligations to issue shares of common stock. All of the issued and outstanding shares of the Issuer's capital stock have been duly authorized and validly issued and are fully paid and nonassessable; none of such shares were issued in violation of any preemptive rights; and such shares were issued in compliance in all material respects with applicable state and federal securities law and any rights of third parties.

(ii) The Exchange Shares have been duly authorized and, when issued in accordance with the terms hereof and the terms of the Notes, will be duly authorized and validly issued and fully paid and non-assessable and will not be subject to any preemptive right, right of first refusal or similar right or any restrictions on transfer under applicable Law or any mortgage, loan or credit agreement, indenture, bond, note, deed of trust, lease, sublease, license, contract or other agreement (each, a "**Contract**") to which the Company, the Issuer or any of its Subsidiaries is a party, other than, in the case of restrictions on transfer, those under applicable state and federal securities laws and Section 2(i) of this Agreement. No share of Issuer Common Stock has been, and none of the Exchange Shares will be when issued, issued in violation of any preemptive right arising by operation of any memorandum of association, certificate of incorporation, certificate of formation, bylaws, any certificate of designations or other constituent documents of any of Company, the Issuer or any of their respective Subsidiaries or any Contract, or otherwise. None of the Securities will be when issued subject to any restrictions on transfer under applicable Law or any Contract to which the Company, the Issuer or any of its Subsidiaries is a party, other than, in the case of restrictions on transfer, those under applicable state and federal securities laws, and Section 2(i) of this Agreement. When issued in accordance with the terms hereof and the terms of the Notes, the Securities will be free and clear of all Liens (other than Liens incurred by Buyer or its Affiliates, restrictions arising under applicable securities laws, or restrictions imposed by this Agreement, the Notes or the Registration Rights Agreement).

(iii) No Person is entitled to preemptive or similar statutory or contractual rights with respect to the issuance by the Company or the Issuer of any securities of the Company or the Issuer, including, without limitation, the Securities.

(iv) Except for the Registration Rights Agreement, the Voting Agreements, or otherwise irrevocably waived by all of the parties thereto, there are no voting agreements, buy-sell agreements, option or right of first purchase agreements or other agreements of any kind among the Company or the Issuer and any of their respective securityholders relating to the securities of the Company or the Issuer held by them.

(v) Except as otherwise expressly described in this Section 3(b) or as disclosed in Schedule 3(b)(v): (i) no subscription, warrant, option, convertible security or other right, commitment, agreement, arrangement issued by the Company or the Issuer or any other obligation of the Company or the Issuer to purchase or acquire any shares of capital stock of the Company or the Issuer is authorized or outstanding; (ii) there is no commitment, agreement, arrangement or obligation of the Company or the Issuer to issue any subscription, warrant, option, convertible security or other such right or to issue or distribute capital stock of, or other equity or voting interest (or voting debt) in, the Company or the Issuer; (iii) neither the Company nor the Issuer has any obligation to purchase, redeem or otherwise acquire any shares of its capital stock or to pay any dividend or make any other distribution in respect thereof; (iv) there are no obligations of the Company or the Issuer to grant, extend or enter into any subscription, warrant, right, convertible or exchangeable security or other similar agreement or commitment relating to any capital stock of, or other equity or voting interests (or voting debt) in, the Company or the Issuer; (v) there are no outstanding shares of capital stock of, or other equity or voting interests of any character in, the Company or the Issuer as of the date hereof other than, with respect to the Issuer, shares that have become outstanding after the Capitalization Date which were reserved for issuance as described in the portion of the SEC Reports described in Section 3(b)(i) or pursuant to the exercise or vesting, as applicable, after the Capitalization Date, of outstanding stock options, restricted stock units, warrants or performance-based restricted stock units described in this Section 3(b), or stock options, restricted stock units, warrants or performance-based restricted stock units issued and subsequently exercised or vested, as applicable, after the Capitalization Date; (vi) there are no agreements, arrangements or commitments between the Company or the Issuer and any Person relating to the acquisition, disposition or voting of the capital stock of, or other equity or voting interest (or voting debt) in, the Company or the Issuer; and (vii) there are no equity appreciation, phantom equity, profit participation or similar rights with respect to the Company or the Issuer or any of their capital stock or equity interests.

(c) Registration Rights. Except as set forth in the Transaction Documents or as disclosed in the SEC Reports, the Issuer is presently not under any obligation, and has not granted any rights, to register under the Securities Act any of the Issuer's presently outstanding securities or any of its securities that may hereafter be issued, other than such rights and obligations that have expired or been satisfied or waived.

(d) Authorization; Enforcement; Validity. Each of the Company and the Issuer and the Subsidiaries has the requisite power and authority to enter into and perform its obligations under this Agreement, the Registration Rights Agreement, the Irrevocable Transfer Agent Instructions (as defined in Section 5(b)), the Notes, the Voting Agreements (as defined in Section 7(xx)), the Security Documents (as defined below) and each of the other agreements entered into by the parties hereto in connection with the transactions contemplated by this Agreement (collectively, the "**Transaction Documents**") to which it is a party and to issue the Securities, as applicable, in accordance with the terms hereof and thereof. "**Security Documents**" means the Guarantees, the Security Agreement, any and all account control agreements, financing statements, fixture filings, security agreements, pledges, assignments, mortgages, deeds of trust, opinions of counsel, and all other documents requested by the Collateral Agent (as defined in the Security Agreement) to create, perfect, and continue perfected or to better perfect the Collateral Agent's security interest in and liens on all of the assets of the Company and each of its Subsidiaries (whether now owned or hereafter arising or acquired, tangible or intangible, real or personal), and in order to fully consummate all of the transactions contemplated hereby and under the other Transaction Documents. The execution and delivery of the Transaction Documents by the Company, the Issuer and the Subsidiaries and the consummation by the Company and the Issuer of the transactions contemplated hereby and thereby, including, without limitation, the issuance of the Notes and the Guarantees and the reservation for issuance and the issuance of the Exchange Shares issuable pursuant to the terms of the Notes have been duly authorized by the Issuer's Board of Directors, and no further filing, consent, or authorization is required by the Issuer's Board of Directors or its stockholders (other than the Stockholder

Approval (as defined below) and the filing with the SEC of one or more Registration Statements (as defined in the Registration Rights Agreement) in accordance with the requirements of the Registration Rights Agreement, the filing of a Form D with the SEC and other filings as may be required by state securities agencies). This Agreement and the other Transaction Documents have been duly executed and delivered by the Company and the Issuer and constitute the legal, valid and binding obligations of the Company and the Issuer, enforceable against the Company and the Issuer, as applicable, in accordance with their respective terms, except as such enforceability may be limited by general principles of equity or applicable bankruptcy, insolvency, reorganization, moratorium, liquidation or similar laws relating to, or affecting generally, the enforcement of applicable creditors' rights and remedies. Each of the Subsidiaries party to any of the Transaction Documents has the requisite power and authority to enter into and perform its obligations under such Transaction Documents, as applicable. The execution and delivery by the Subsidiaries party to any of the Transaction Documents of such Transaction Documents and the consummation by such Subsidiaries of the transactions contemplated thereby have been duly authorized by such Subsidiaries' respective boards of directors (or other applicable governing body) and (other than filings as may be required by state securities agencies) no further filing, consent, or authorization is required by such Subsidiaries, their respective boards of directors (or other applicable governing body) or stockholders (or other applicable owners of equity of such Subsidiaries). The Transaction Documents to which any of the Subsidiaries are parties have been duly executed and delivered by such Subsidiaries, and constitute the legal, valid and binding obligations of such Subsidiaries, enforceable against them in accordance with their respective terms, except as such enforceability may be limited by general principles of equity or applicable bankruptcy, insolvency, reorganization, moratorium, liquidation or similar laws relating to, or affecting generally, the enforcement of applicable creditors' rights and remedies.

(e) Valid Issuance. The outstanding shares of Issuer Common Stock have been duly authorized and validly issued and are fully paid and non-assessable; the Securities to be issued and sold by the Company and the Issuer have been duly authorized and when issued and paid for as contemplated herein in accordance with the terms of the Transaction Documents will be free from all preemptive or similar rights, taxes, liens and charges and other encumbrances with respect to the issue thereof, validly issued, fully paid and non-assessable; and no preemptive rights of stockholders exist with respect to any of the Securities or the issue and sale thereof. As of the Initial Closing, a number of shares of Issuer Common Stock shall have been duly authorized and reserved for issuance with respect to the Notes which equals or exceeds 150% of the maximum number of Exchange Shares issued and issuable pursuant to the terms of the Notes (without taking into account any limitations on the issuance thereof pursuant to the terms of the Notes). Upon issuance pursuant to the terms of the Notes, the Exchange Shares will be validly issued, fully paid and nonassessable and free from all preemptive or similar rights, taxes, liens charges and other encumbrances with respect to the issue thereof, with the holders being entitled to all rights accorded to a holder of Issuer Common Stock.

(f) No Conflict. The execution, delivery and performance of the Transaction Documents by the Company, the Issuer and the Subsidiaries and the consummation by the Company, the Issuer and the Subsidiaries of the transactions contemplated hereby and thereby (including, without limitation, the issuance of the Notes and reservation for issuance and issuance of the Exchange Shares) will not (i) result in a violation of the certificate of formation or the limited liability company agreement of the Company, any memorandum of association, certificate of incorporation, certificate of formation, bylaws, any certificate of designations or other constituent documents of any of Company, the Issuer or any of their respective Subsidiaries, any capital stock of the Company, the Issuer or any of its Subsidiaries; (ii) conflict with or result in a breach of or default (with or without notice or lapse of time, or both) under, or give rise to a right of termination, cancellation or acceleration of any obligation, a change of control right or to a loss of a benefit under any agreement or instrument, credit facility, franchise, license, judgment, order, statute, law, ordinance, rule or regulations (including the listing rules of the Nasdaq Capital Market (the "**Principal Market**")), applicable to the Company, the Issuer or any of its Subsidiaries or their respective properties or assets; (iii) result in a violation of any law, rule, regulation, order, judgment, injunction, decree or other restriction of any court or governmental authority to which the Company, the Issuer or any of its Subsidiaries is subject (including federal and state securities laws and regulations) and the rules and regulations (including the Nasdaq listing rules) of any self-regulatory organization to which the Company, the Issuer or any of its Subsidiaries are subject, or by which any of their respective properties or assets are bound or affected; or (iv) result in the creation of any Lien upon any assets of the Company, the Issuer or any of its Subsidiaries or the suspension,

revocation or forfeiture of any franchise, permit or license granted by a governmental entity to the Company, the Issuer or any of its Subsidiaries, other than Liens under federal or state securities laws, except, in the case of clauses (ii) and (iii), as would not, individually or in the aggregate, be reasonably expected to have a Material Adverse Effect.

(g) Consents. Assuming the accuracy of the representations and warranties of the Buyers, no consent, approval, authorization, filing with or order of or registration with, any court or governmental agency or body (including Nasdaq) is required in connection with the authorization, execution or delivery by the Company or the Issuer of the Transaction Agreements, the issuance and sale of the Securities and the performance by the Company or the Issuer of their respective obligations under the Transaction Agreements, except such as (a) have been or will be obtained or made under the Securities Act or the Exchange Act, (b) the filing of any requisite notices and/or application(s) to the Principal Market for the issuance and sale of the Exchange Shares and the listing of the Exchange Shares for trading or quotation, as the case may be, thereon in the time and manner required thereby, (c) customary post-closing filings with the SEC or pursuant to state securities laws in connection with the offer and sale of the Securities by the Company and the Issuer, as applicable, in the manner contemplated herein, which will be filed on a timely basis, (d) the filing of the registration statement required to be filed by the Registration Rights Agreement, or (e) such that the failure of which to obtain would not have a Material Adverse Effect. All notices, consents, authorizations, orders, filings and registrations which the Company is required to deliver or obtain prior to the Closing pursuant to the preceding sentence have been obtained or made or will be delivered or obtained or effected, and shall remain in full force and effect, on or prior to each Closing.

(h) SEC Filings; Financial Statements.

(i) The Issuer has filed all forms, statements, certifications, reports and documents required to be filed by it with the SEC under Section 13, 14(a) and 15(d) of the Exchange Act for the one year preceding the date of this Agreement and is in compliance with General Instruction I.A.3 of Form S-3. As of the time it was filed with the SEC (or, if amended or superseded by a filing prior to the date of this Agreement, then on the date of such filing), each of the filed SEC Reports complied in all material respects with the applicable requirements of the Exchange Act, and, as of the time they were filed, none of the filed SEC Reports contained any untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading. There are no outstanding or unresolved comments from the SEC staff with respect to the SEC Reports. To the Issuer's knowledge, none of the SEC Reports are the subject of an ongoing SEC review.

(ii) The financial statements of the Issuer included in the SEC Reports (collectively, the "**Financial Statements**") comply in all material respects with applicable accounting requirements and the rules and regulations of the SEC with respect thereto as in effect at the time of filing (or to the extent corrected by a subsequent restatement) and fairly present in all material respects the consolidated financial position of the Issuer as of the dates indicated, and the results of its operations and cash flows for the periods therein specified, all in accordance with United States generally accepted accounting principles ("**GAAP**") (except as otherwise noted therein, and in the case of unaudited financial statements, as permitted by Form 10-Q under the Exchange Act, and except that the unaudited financial statements may not contain footnotes and are subject to normal and recurring year-end adjustments) applied on a consistent basis throughout the periods therein specified (unless otherwise noted therein). Except as set forth in the Financial Statements filed prior to the date of this Agreement, the Issuer has not incurred any liabilities, contingent or otherwise, except (i) those incurred in the ordinary course of business, consistent with past practices since the date of such financial statements or (ii) liabilities not required under GAAP to be reflected in the Financial Statements, in either case, none of which, individually or in the aggregate, have had or would reasonably be expected to have a Material Adverse Effect.

(i) Absence of Changes. Between December 31, 2025 and the date of this Agreement, (a) the Company and the Issuer have conducted its business only in the ordinary course of business and there have been no material transactions entered into by the Company or the Issuer (except for the execution and performance of this Agreement and the discussions, negotiations and transactions

related thereto); (b) no material change to any material contract or arrangement by which the Company or the Issuer is bound or to which any of its assets or properties is subject has been entered into that has not been disclosed in the SEC Reports; and (c) there has not been any other event or condition of any character that has had or would reasonably be expected to have a Material Adverse Effect; provided, however, that none of the following will be deemed in themselves, either alone or in combination, to constitute, and that none of the following will be taken into account in determining whether there has been or will be, a Material Adverse Effect under this Section 3(i):

(i) any change generally affecting the economy, financial markets or political, economic or regulatory conditions in the United States or any other geographic region in which the Company or the Issuer conducts business, provided that the Company or the Issuer is not disproportionately affected thereby;

(ii) general financial, credit or capital market conditions, including interest rates or exchange rates, or any changes therein, provided that the Company or the Issuer is not disproportionately affected thereby;

(iii) any change that generally affects industries in which the Company or the Issuer and its Subsidiaries conduct business, provided that the Company or the Issuer is not disproportionately affected thereby;

(iv) earthquakes, hurricanes, tsunamis, tornadoes, floods, mudslides, fires or other natural disasters, weather conditions, global pandemics, epidemic or similar health emergency, and other force majeure events in the United States or any other location, provided that the Company or the Issuer is not disproportionately affected thereby;

(v) national or international political or social conditions (or changes in such conditions), whether or not pursuant to the declaration of a national emergency or war, or the occurrence of any military or terrorist attack, provided that the Company or the Issuer is not disproportionately affected thereby;

(vi) material changes in laws after the date of this Agreement; and

(vii) in and of itself, any material failure by the Company or the Issuer to meet any published or internally prepared estimates of revenues, expenses, earnings or other economic performance for any period ending on or after the date of this Agreement (it being understood that the facts and circumstances giving rise to such failure may be deemed to constitute, and may be taken into account in determining whether there has been, a Material Adverse Effect to the extent that such facts and circumstances are not otherwise described in clauses (i)-(vi) of this definition).

(j) Absence of Litigation. There is no action, suit, proceeding, arbitration, claim, investigation, charge, complaint or inquiry pending or, to the knowledge of the Company or the Issuer, threatened against the Company, the Issuer or any of its Subsidiaries which, individually or in the aggregate, has had or would reasonably be expected to have a Material Adverse Effect, nor are there any orders, writs, injunctions, judgments or decrees outstanding of any court or government agency or instrumentality and binding upon the Company, the Issuer or any of its Subsidiaries that have had or would reasonably be expected to have a Material Adverse Effect. Neither the Company, the Issuer nor any of its Subsidiaries, nor to the knowledge of the Company or the Issuer, any director or officer of the Company, the Issuer or any of its Subsidiaries, is, or within the last ten years has been, the subject of any action involving a claim of violation of or liability under federal or state securities laws relating to the Company, the Issuer or such Subsidiary or a claim of breach of fiduciary duty relating to the Company, the Issuer or such Subsidiary.

(k) Contracts. Each Contract that is a "material contract" (as such term is defined in Item 601(b)(10) of Regulation S-K promulgated by the SEC), in each case, to which the Company, the Issuer or any of its Subsidiaries is a party or by which the Company, the Issuer or any of its Subsidiaries or any of their respective properties or assets is bound (each, a "**Material Contract**") is valid and binding on the Company, the Issuer and any of its Subsidiaries to the extent such Person is a party thereto, as

applicable, and to the knowledge of the Company and the Issuer, each other party thereto, and is in full force and effect, except where the failure to be valid, binding or in full force and effect, individually or in the aggregate, has not had and would not reasonably be expected to have a Material Adverse Effect. The Company, the Issuer and each of its Subsidiaries, and, to the knowledge of the Company and the Issuer, any other party thereto, is in compliance in all material respects with all Material Contracts and has performed all obligations required to be performed by it, except where such noncompliance, individually or in the aggregate, has not had and would not reasonably be expected to have a Material Adverse Effect.

(l) Compliance with Law; Permits. Neither the Company, the Issuer nor any of its Subsidiaries is, or at any time during the last two years has been, in violation of, or has received any notices of violations with respect to, any laws, statutes, ordinances, rules or regulations (collectively, "**Laws**") of any Governmental Entity, except for violations which, individually or in the aggregate, have not had and would not reasonably be expected to have a Material Adverse Effect. The Company, the Issuer and its Subsidiaries have all required licenses, permits, certificates and other authorizations (collectively, "**Governmental Authorizations**") from such Governmental Entities that are currently necessary for the operation of the business of the Company, the Issuer and its Subsidiaries as currently conducted, except where the failure to possess currently such Governmental Authorizations has not had and is not reasonably expected to have a Material Adverse Effect. Neither the Company, the Issuer, nor any of its Subsidiaries has received any written (or, to the knowledge of the Issuer or the Company, oral) notice regarding any revocation or material modification of any such Governmental Authorization, which, individually or in the aggregate, if the subject of an unfavorable decision, ruling or finding, has or would reasonably be expected to result in a Material Adverse Effect.

(m) Labor Matters.

(i) Neither the Company, the Issuer nor any of its Subsidiaries is party to or bound by any collective bargaining agreements or other agreements with labor organizations. To the knowledge of the Company and the Issuer, neither the Company, the Issuer nor any of its Subsidiaries has violated in any material respect any laws, regulations, orders or contract terms affecting the collective bargaining rights of employees or labor organizations, or any laws, regulations or orders affecting employment discrimination, equal opportunity employment, or employees' health, safety, welfare, wages and hours.

(ii) No material labor dispute with the employees of the Company, the Issuer or any of its Subsidiaries, or with the employees of any principal supplier, manufacturer, customer or contractor of the Company, the Issuer or any of its Subsidiaries, exists or, to the knowledge of the Company and the Issuer, is threatened or imminent.

(n) Intellectual Property. The Company, the Issuer and its Subsidiaries own, or have rights to use, all material inventions, patent applications, patents, trademarks, trade names, service names, service marks, copyrights, trade secrets, know how (including unpatented and/or unpatentable proprietary or confidential information, systems or procedures) and other intellectual property as described in the SEC Reports necessary for, or used in the conduct of their respective businesses (including as described in the SEC Reports) (collectively, "**Intellectual Property**"), except where any failure to own, possess or acquire such Intellectual Property has not had, and would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect. The Intellectual Property of the Company, the Issuer and its Subsidiaries has not been adjudged by a court of competent jurisdiction to be invalid or unenforceable, in whole or in part. To the knowledge of the Company, the Issuer and each of its Subsidiaries (after reasonable inquiry): (i) there are no third parties who have rights to any Intellectual Property, including no Liens, security interests, or other encumbrances; and (ii) there is no infringement by third parties of any Intellectual Property, except, in each case, which, individually or in the aggregate, have not had and would not reasonably be expected to have a Material Adverse Effect. No action, suit, or other proceeding is pending, or, to the knowledge of the Company, the Issuer and its Subsidiaries, is threatened: (A) challenging the Company's, the Issuer's or any of its Subsidiaries' rights in or to any Intellectual Property; (B) challenging the validity, enforceability or scope of any Intellectual Property; or (C) alleging that the Company, the Issuer or any of its Subsidiaries infringes, misappropriates, or otherwise violates any patent, trademark, trade name, service name, copyright, trade secret or other proprietary rights of others, except, in each case, which, individually or in the aggregate, have not had and would not

reasonably be expected to have a Material Adverse Effect. The Company, the Issuer and its Subsidiaries have complied in all material respects with the terms of each agreement pursuant to which Intellectual Property has been licensed to the Company, the Issuer or any of its Subsidiaries in all material respects, and all such agreements are in full force and effect. There are no material defects in any of the patents or patent applications included in the Intellectual Property. The Company, the Issuer and its Subsidiaries have taken all reasonable steps to protect, maintain and safeguard their Intellectual Property.

(o) Subsidiaries. Other than the Company and any Subsidiaries of the Issuer acquired or formed following the filing of the Issuer's Annual Report on Form 10-K for the year ended December 31, 2025, the Issuer's Subsidiaries consist solely of all the entities listed on Exhibit 21.1 to the Issuer's Form 10-K for the year ended December 31, 2025. The Issuer, directly or indirectly, owns of record and beneficially, free and clear of all Liens other than Permitted Liens, all of the issued and outstanding capital stock or equity interests of each of its Subsidiaries. All of the issued and outstanding capital stock or equity interests of the Issuer's Subsidiaries has been duly authorized and validly issued, were not issued in violation of a preemptive right, right of first refusal or similar right, and in the case of corporations, is fully paid and non-assessable. There are no outstanding rights, options, warrants, preemptive rights, conversion rights, rights of first refusal or similar rights for the purchase or acquisition from any of the Issuer's Subsidiaries of any securities of such Subsidiaries nor are there any commitments to issue or execute any such rights, options, warrants, preemptive rights, conversion rights or rights of first refusal.

(p) Employee Benefits. Except as would not be reasonably likely to result in a Material Adverse Effect, each Benefit Plan has been established and administered in accordance with its terms and in compliance with the applicable provisions of ERISA, the Internal Revenue Code of 1986, as amended (the "**Code**"), the Patient Protection and Affordable Care Act of 2010, as amended, and other applicable laws, rules and regulations. The Company, the Issuer and each of its Subsidiaries are in compliance with all applicable federal, state and local laws, rules and regulations regarding employment, except for any failures to comply that are not reasonably likely, individually or in the aggregate, to have a Material Adverse Effect. There is no labor dispute, strike or work stoppage against the Company, the Issuer or any of its Subsidiaries pending or threatened which may interfere with the business activities of the Company, the Issuer or any of its Subsidiaries, except where such dispute, strike or work stoppage is not reasonably likely, individually or in the aggregate, to have a Material Adverse Effect. "**Benefit Plan**" or "**Benefit Plans**" means employee benefit plans as defined in Section 3(3) of ERISA and all other employee benefit practices or arrangements, including, without limitation, any such practices or arrangements providing severance pay, sick leave, vacation pay, salary continuation for disability, retirement benefits, deferred compensation, bonus pay, incentive pay, stock options or other stock-based compensation, hospitalization insurance, medical insurance, life insurance, scholarships or tuition reimbursements, maintained by the Issuer or to which the Issuer or any of its Subsidiaries is obligated to contribute for employees or former employees of the Issuer and its Subsidiaries.

(q) Taxes. The Company, the Issuer and each of its Subsidiaries have filed all federal, state and foreign income Tax Returns and other Tax Returns required to have been filed under applicable law (or extensions have been duly obtained) and have paid all Taxes required to have been paid by them, except for those which are being contested in good faith and except where failure to file such Tax Returns or pay such Taxes would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect. No assessment in connection with United States federal tax returns has been made against the Company, the Issuer or any of its Subsidiaries. The charges, accruals and reserves on the books of the Company, the Issuer and each of its Subsidiaries in respect of any income and corporation tax liability for any years not finally determined are adequate to meet any assessments or reassessments for additional income tax for any years not finally determined, except to the extent of any inadequacy that would not result in a Material Adverse Effect. No audits, examinations, or other proceedings with respect to any material amounts of Taxes of the Company, the Issuer or any of its Subsidiaries are presently in progress or have been asserted or proposed in writing without subsequently being paid, settled or withdrawn. There are no Liens on any of the assets of the Company, the Issuer or any of its Subsidiaries. At all times since inception, the Issuer has been and continues to be classified as a corporation for U.S. federal income tax purposes. Neither the Company, the Issuer nor any of its subsidiaries has been a United States real property holding corporation within the meaning of Code Section 897(c)-2 during the period specified in Code Section 897(c)(1)(A)(ii). "**Tax**" or "**Taxes**" means

any and all federal, state, local, foreign and other taxes, levies, fees, imposts, duties and charges of whatever kind (including any interest, penalties or additions to the tax imposed in connection therewith or with respect thereto), whether or not imposed on the Company, including, without limitation, taxes imposed on, or measured by, income, franchise, profits or gross receipts, and also ad valorem, value added, sales, use, service, real or personal property, capital stock, license, payroll, withholding, employment, social security, workers' compensation, unemployment compensation, utility, severance, production, excise, stamp, occupation, premium, windfall profits, transfer and gains taxes and customs duties.

(r) Environmental Laws. The Company, the Issuer and its Subsidiaries (i) are in compliance with any and all applicable foreign, federal, state and local laws and regulations relating to the protection of human health and safety, the environment or hazardous or toxic substances or wastes, pollutants or contaminants ("**Environmental Laws**"), (ii) have received all permits and other Governmental Authorizations required under applicable Environmental Laws to conduct their business and (iii) are in compliance with all terms and conditions of any such permit, license or approval, except where such noncompliance with Environmental Laws, failure to receive required permits, licenses or other approvals or failure to comply with the terms and conditions of such permits, licenses or approvals would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect. None of the Company nor any of its subsidiaries has received since January 1, 2026, any written notice or other communication (in writing or otherwise), whether from a governmental authority or other Person, that alleges that the Company or any subsidiary is not in compliance with any Environmental Law and, to the knowledge of the Company, there are no circumstances that may prevent or interfere with the Company's or any subsidiary's compliance in any material respects with any Environmental Law in the future, except where such failure to comply would not reasonably be expected to have a Material Adverse Effect. To the knowledge of the Company: (i) no current or (during the time a prior property was leased or controlled by the Company) prior property leased or controlled by the Company or any subsidiary has received since January 1, 2026, any written notice or other communication relating to property owned or leased at any time by the Company, whether from a governmental authority, or other Person, that alleges that such current or prior owner or the Company or any subsidiary is not in compliance with or violated any Environmental Law relating to such property and (ii) the Company has no material liability under any Environmental Law.

(s) Title. Each of the Company, the Issuer and its Subsidiaries has good and marketable title to all personal property owned by it that is material to the business of the Issuer, free and clear of all Liens, encumbrances and defects except such as do not materially affect the value of such property and do not interfere with the use made and proposed to be made of such property by the Company, the Issuer or its Subsidiaries, as the case may be. Any real property and buildings held under lease by the Company, the Issuer or its Subsidiaries is held under valid, subsisting and enforceable leases with such exceptions as are not material and do not interfere with the use made and proposed to be made of such property and buildings by the Company, the Issuer or its Subsidiaries, as the case may be. The Company, the Issuer and its Subsidiaries do not own any real property.

(t) Insurance. The Company, the Issuer and each of its Subsidiaries carry, or are entitled to the benefits of insurance in such amounts and covering such risks that is customary for comparably situated companies and is adequate for the conduct of their respective businesses and the value of their respective real and personal properties (owned or leased) and tangible assets, and each of such insurance policies is in full force and effect, and the Company, the Issuer and each of its Subsidiaries are in compliance in all material respects with the terms of such insurance policies. Other than customary end-of-policy notifications from insurance carriers, since January 1, 2026, none of the Company, the Issuer nor any such Subsidiary has received any notice or other communication regarding any actual or possible: (i) cancellation or invalidation of any material insurance policy or (ii) refusal or denial of any coverage, reservation of rights or rejection of any material claim under any insurance policy.

(u) Nasdaq Stock Market. The issued and outstanding shares of Issuer Common Stock are registered pursuant to Section 12(b) of the Exchange Act and are listed for trading on the Nasdaq Capital Market under the symbol "SNTI". Except as set forth in the SEC Reports, the Issuer is in compliance with all listing requirements of Nasdaq applicable to the Issuer. Except as has been disclosed in an SEC Report, there is no suit, action, proceeding or investigation pending or, to the knowledge of the

Issuer, threatened against the Issuer by Nasdaq or the SEC, respectively, to prohibit or terminate the listing of the Issuer Common Stock on the Nasdaq Capital Market or to deregister the Issuer Common Stock under the Exchange Act. The Issuer has taken no action as of the date of this Agreement that is designed to, or could reasonably be expected to, terminate the listing of the Issuer Common Stock on the Nasdaq Capital Market or the registration of the Issuer Common Stock under the Exchange Act.

(v) Indebtedness.

(i) As of the date of this Agreement, none of the Company, the Issuer nor any of its Subsidiaries is party to any agreement that by its terms restricts, limits, prohibits or prevents it from paying dividends or other distributions of or on equity interests.

(ii) As of the date of this Agreement, none of the Company, the Issuer nor any of its Subsidiaries is party to any agreement relating to (x) the incurrence or assumption of any indebtedness or to mortgaging, pledging or otherwise placing a Lien on any material portion of the assets of the Company, the Issuer or its Subsidiaries or to mortgaging, pledging or otherwise placing a Lien (other than a Permitted Lien) securing any obligation in excess of $500,000 on any assets of the Company, the Issuer or its Subsidiaries or (y) any guaranty of any indebtedness or other material guaranty.

(w) Sarbanes-Oxley. Solely to the extent that the Sarbanes-Oxley Act of 2002, as amended, and the rules and regulations promulgated by the SEC and the Principal Market, if applicable, thereunder (collectively, the "**Sarbanes-Oxley Act**") has been applicable to the Company or the Issuer, there is and has been no failure on the part of the Company or the Issuer to comply in all respects with any provision of the Sarbanes-Oxley Act. The Company and the Issuer have taken all necessary actions to ensure that they are in compliance in all respects with all provisions of the Sarbanes-Oxley Act that are in effect with respect to which the Company or the Issuer is required to comply and are actively taking steps to ensure that they will be in compliance with the other provisions of the Sarbanes-Oxley Act which will become applicable to the Company or the Issuer.

(x) Clinical Data and Regulatory Compliance. (i) All materials, preclinical tests and clinical trials and other studies used to support regulatory approval (collectively, "**Studies**") previously conducted or being conducted by the Company are described in, or the results of which are referred to in, the SEC Reports, and the Studies were (and, if still pending, are being) conducted in all material respects in accordance with the protocols, procedures and controls designed and approved for such Studies and with standard medical and scientific research procedures for products or product candidates comparable to those being developed by the Company and its subsidiaries and all applicable statutes and all applicable rules and regulations of the FDA or from any other U.S. federal, state or local government or foreign government or Drug Regulatory Agency, or Institutional Review Board, each having jurisdiction over biopharmaceutical products (collectively, the "**Regulatory Agencies**"); (ii) each description of the results of such Studies is accurate and complete in all material respects and fairly presents the data derived from such Studies, and the Company and its subsidiaries have no knowledge of any other studies the results of which are inconsistent with, or otherwise call into question, the results described or referred to in the SEC Reports when viewed in the context in which such results are described and the stage of development of the Company's product candidates; (iii) the Company and its subsidiaries have made all such filings and obtained all such approvals as may be required by the Regulatory Agencies for the conduct of its business as described in the SEC Reports, except where such non-compliance would not, individually or in the aggregate, have a Material Adverse Effect; and (iv) neither the Company nor any of its subsidiaries has received any written notice of, or correspondence from, any of the Regulatory Agencies requiring or threatening the termination material modification or suspension of or imposing any clinical hold on any preclinical studies or clinical trials that are described or referred to in the SEC Reports.

(y) Compliance with Health Care Laws. The Company, the Issuer and its Subsidiaries are in compliance in all material respects with all Health Care Laws to the extent applicable to the their respective current businesses. For purposes of this Agreement, "**Health Care Laws**" means: (i) the Federal Food, Drug, and Cosmetic Act (21 U.S.C. Section 301 et seq.) and the Public Health Service Act (42 U.S.C. Section 201 et seq.), and the regulations promulgated thereunder; (ii) all applicable federal, state, local and foreign health care fraud and abuse laws, including, without limitation,

the Anti-Kickback Statute (42 U.S.C. Section 1320a-7b(b)); (iii) HIPAA, as amended by the Health Information Technology for Economic and Clinical Health Act (42 U.S.C. Section 17921 et seq.); (iv) the European Union (“**EU**”) Clinical Trials Regulation (Regulation (EU) No. 536/2014); (v) the EU Regulation regarding community procedures for authorization and supervision of medicinal products for human and veterinary use and establishing a European Medicines Agency (Regulation (EC) No. 726/2004); (vi) licensure, quality, safety and accreditation requirements under applicable federal, state, local or foreign laws or regulatory bodies; (vii) all other local, state, federal laws, relating to the regulation of the Company, the Issuer or its Subsidiaries, and (viii) the regulations promulgated pursuant to such statutes. Neither the Company, the Issuer nor any of its Subsidiaries has received written notice of any claim, action, suit, proceeding, hearing, enforcement, investigation, arbitration or other action from any court or arbitrator or governmental or regulatory authority or third party alleging that any product operation or activity is in material violation of any Health Care Laws nor, to the knowledge of the Company and the Issuer, is any such claim, action, suit, proceeding, hearing, enforcement, investigation, arbitration or other action threatened. The Company, the Issuer and its Subsidiaries have filed, maintained or submitted all material reports, documents, forms, notices, applications, records, claims, submissions and supplements or amendments as required by any Health Care Laws, and all such reports, documents, forms, notices, applications, records, claims, submissions and supplements or amendments were complete and accurate on the date filed in all material respects (or were corrected or supplemented by a subsequent submission). Neither the Company, the Issuer nor any its Subsidiaries is a party to any corporate integrity agreements, monitoring agreements, consent decrees, settlement orders, or similar agreements with or imposed by any governmental or regulatory authority. Additionally, neither the Company, the Issuer nor any of its Subsidiaries nor any of their respective employees, officers, directors, or, to the knowledge of the Company and the Issuer, agents has been excluded, suspended or debarred from participation in any U.S. federal health care program or human clinical research or, to the knowledge of the Company and the Issuer, is subject to a governmental inquiry, investigation, proceeding, or other similar action that would reasonably be expected to result in debarment, suspension, or exclusion.

(z) Internal Control Over Financial Reporting. Except as set forth in the SEC Documents, neither the Company nor the Issuer is aware of (a) any significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting (as defined in Rule 13a-15(f) under the Exchange Act) that are reasonably likely to adversely affect the its ability to record, process, summarize and report financial information and (b) any fraud, whether or not material, that involves management or other employees who have a significant role in its internal control over financial reporting.

(aa) Accounting Controls and Disclosure Controls and Procedures. Each of the Company, the Issuer and each of its Subsidiaries maintains, and at all time since January 1, 2024 has maintained, a system of internal control over financial reporting (as defined in Rules 13a-15(f) and 15d-15(f) of the Exchange Act) that is designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with GAAP, including policies and procedures sufficient to provide reasonable assurance (i) that records are maintained that in reasonable detail accurately and fairly reflect transactions and dispositions of assets, (ii) that transactions are recorded as necessary to permit preparation of financial statements in accordance with GAAP, (iii) that receipts and expenditures are made only in accordance with authorizations of management and the Board of Directors and (iv) regarding prevention or timely detection of the unauthorized acquisition, use or disposition of assets that could have a material effect on financial statements. Except as disclosed in the SEC Reports filed prior to the date of this Agreement, neither the Company nor the Issuer has not identified any material weaknesses in the design or operation of its internal control over financial reporting. The Issuer’s “disclosure controls and procedures” (as defined in Rules 13a-15(e) and 15d-15(e) of the Exchange Act) are designed to provide reasonable assurance that all information (both financial and non-financial) required to be disclosed by the Issuer in the reports that it files or submits under the Exchange Act is recorded, processed, summarized and reported within the time periods specified in the rules and forms of the SEC, and that all such information is accumulated and communicated to the Issuer’s management as appropriate to allow timely decisions regarding required disclosure.

(bb) Price Stabilization. The Company and the Issuer have not, and to their knowledge no one acting on their behalf has, (i) taken or may take, directly or indirectly, any action designed to cause

or to result, or that would reasonably be expected to cause or result, in the stabilization or manipulation of the price of any security of the Company or the Issuer to facilitate the sale or resale of any of the Securities, (ii) sold, bid for, purchased, or paid any compensation, other than the Structuring Discount, for soliciting purchases of, any of the Securities, or (iii) other than the Structuring Discount, paid or agreed to pay to any person any compensation for soliciting another to purchase any other securities of the Company or the Issuer.

(cc) Investment Company Act. None of the Company, the Issuer nor any of its Subsidiaries is, and upon consummation of the sale of the Securities will not be, an "investment company," an affiliate of an "investment company," a company controlled by an "investment company" or an "affiliated person" of, or "promoter" or "principal underwriter" for, an "investment company" as such terms are defined in the Investment Company Act of 1940, as amended.

(dd) No General Solicitation; No Integration or Aggregation. None of the Company, the Issuer nor any Person acting on behalf of the Company or the Issuer has engaged in a general solicitation or general advertising (within the meaning of Regulation D of the Securities Act) of investors with respect to offers or sales of Securities pursuant to this Agreement. Neither the Company nor the Issuer, nor any Person acting on behalf of the Company or the Issuer, has, directly or indirectly, sold, offered for sale, solicited offers to buy or otherwise negotiated in respect of, any security (as defined in the Securities Act) which, to its knowledge, is or will be (i) integrated with the Securities sold pursuant to this Agreement for purposes of the Securities Act or (ii) aggregated with prior offerings by the Issuer for the purposes of the rules and regulations of the Nasdaq Capital Market. Assuming the accuracy of the representations and warranties of the Buyers set forth in Section 2, neither the Company, the Issuer nor any of their respective Affiliates, Subsidiaries nor any Person acting on their behalf has, directly or indirectly, made any offers or sales of any Company or Issuer security or solicited any offers to buy any Company or Issuer security, under circumstances that would adversely affect reliance by the Company on Section 4(a)(2) and/or Rule 506 of Regulation D promulgated thereunder for the exemption from registration for the transactions contemplated hereby.

(ee) Brokerage Fees; Commissions. Neither the Company nor any of its Subsidiaries is a party to any contract, agreement or understanding with any person that would give rise to a valid claim against the Company or the Buyers for a brokerage commission, finder's fee or like payment in connection with the offering and sale of the Securities. The Company shall be responsible for the payment of any placement agent's fees, financial advisory fees, or broker's commissions (other than for persons engaged by any Buyer or its investment advisor) relating to or arising out of the transactions contemplated hereby. The Company shall pay, and hold each Buyer harmless against, any liability, loss or expense (including, without limitation, attorneys' fees and out-of-pocket expenses) arising in connection with such claim (other than for claims made by Persons engaged by the Buyers). Neither the Company nor any of its Subsidiaries has engaged any placement agent or other agent in connection with the sale of the Securities.

(ff) Reliance by the Buyers. Each of the Company and the Issuer has a reasonable basis for making each of the representations set forth in this Section 3. Each of the Company and the Issuer acknowledges that each of the Buyers will rely upon the truth and accuracy of, and the Company's and the Issuer's compliance with, the representations, warranties, agreements, acknowledgements and understandings of the Company and the Issuer set forth herein.

(gg) No Undisclosed Events, Liabilities, Developments or Circumstances. No event, liability, development or circumstance has occurred or exists, or is contemplated to occur with respect to the Company, the Issuer, its Subsidiaries or their respective business, properties, prospects, operations or financial condition, that would be required to be disclosed by the Issuer under applicable securities laws on a registration statement on Form S-1 filed with the SEC relating to an issuance and sale by the Issuer of Issuer Common Stock and which has not been disclosed to the Lead Investor.

(hh) No Conflicts with Sanctions Laws. Neither the Company, the Issuer nor any of its Subsidiaries, nor to the Company's or the Issuer's knowledge, any director, officer, employee, affiliate, any agent or other person associated with or acting on behalf of the Company, the Issuer or any of its Subsidiaries or affiliates is, or is directly or indirectly owned or controlled by, a Person that is currently

the subject or the target of any sanctions administered or enforced by the U.S. government including, without limitation, the Office of Foreign Assets Control of the U.S. Department of the Treasury ("**OFAC**") or the U.S. Departments of State or Commerce and including, without limitation, the designation as a "Specially Designated National" or on the "Sectoral Sanctions Identifications List" (collectively, "**Blocked Persons**"), the United Nations Security Council, the European Union, His Majesty's Treasury or any other relevant sanctions authority (collectively, "**Sanctions Laws**"); none of the Company, the Issuer, any of its Subsidiaries, nor to the Company's or the Issuer's knowledge, any director, officer, employee, agent, affiliate or other person associated with or acting on behalf of the Company, the Issuer or any of its Subsidiaries or affiliates, is located, organized or resident in a country or territory that is the subject or target of a comprehensive embargo or Sanctions Laws prohibiting trade with the country or territory, including, without limitation, Crimea, Cuba, Iran, North Korea, Sudan and Syria but for the avoidance of doubt not including Taiwan, Hong Kong and China (each, a "**Sanctioned Country**"); the Company and the Issuer maintain in effect and enforces policies and procedures designed to ensure compliance by the Company, the Issuer and its Subsidiaries with applicable Sanctions Laws; none of the Company, the Issuer, any of its Subsidiaries, nor to the Company's or the Issuer's knowledge, any director, officer, employee, agent, affiliate or other person associated with or acting on behalf of the Company, the Issuer or any of its Subsidiaries or affiliates, acting in any capacity in connection with the operations of the Company or the Issuer, conducts any business with or for the benefit of any Blocked Person or engages in making or receiving any contribution of funds, goods or services to, from or for the benefit of any Blocked Person, or deals in, or otherwise engages in any transaction relating to, any property or interests in property blocked or subject to blocking pursuant to any applicable Sanctions Laws; no action of the Company, the Issuer or any of its Subsidiaries in connection with (i) the execution, delivery and performance of this Agreement and the other Transaction Documents, (ii) the issuance and sale of the Securities, or (iii) the direct or indirect use of proceeds from the Securities or the consummation of any other transaction contemplated hereby or by the other Transaction Documents or the fulfillment of the terms hereof or thereof, will result in the proceeds of the transactions contemplated hereby and by the other Transaction Documents being used, or loaned, contributed or otherwise made available, directly or indirectly, to any Subsidiary, joint venture partner or other person or entity, for the purpose of (i) unlawfully funding or facilitating any activities of or business with any person that, at the time of such funding or facilitation, is the subject or target of Sanctions Laws, (ii) unlawfully funding or facilitating any activities of or business in any Sanctioned Country or (iii) in any other manner that will result in a violation by any Person (including any Person participating in the transaction, whether as underwriter, advisor, investor or otherwise) of Sanctions Laws. For the past five (5) years, the Company, the Issuer and its Subsidiaries have not knowingly engaged in and are not now knowingly engaged in any dealings or transactions with any person that at the time of the dealing or transaction is or was the subject or the target of Sanctions Laws or with any Sanctioned Country.

(ii) No Disqualification Events. With respect to Securities to be offered and sold hereunder in reliance on Rule 506(b) under the Securities Act, none of the Company, the Issuer, any of their (i) predecessors, (ii) Affiliates, (iii) directors, (iv) executive officers, (v) non-executive officers participating in the placement contemplated by this Agreement, (vi) beneficial owners of 20% or more of its outstanding voting equity securities (calculated on the basis of voting power), (vii) promoters or (viii) investment managers (including any of such investment managers' directors, executive officers or officers participating in the placement contemplated by this Agreement) or general partners or managing members of such investment managers (including any of such general partners' or managing members' directors, executive officers or officers participating in the placement contemplated by this Agreement) (each, an "Issuer Covered Person" and, together, "Issuer Covered Persons") is subject to the disqualification provisions of Rule 506(d)(1)(i-viii) of Regulation D under the Securities Act (a "Disqualification Event"). The Company has complied, to the extent applicable, with its disclosure obligations under Rule 506(e), and has furnished to the Buyers a copy of any disclosures provided thereunder.

(jj) <u>Other Covered Persons</u>. The Company and the Issuer are not aware of any Person (other than any Issuer Covered Person) that has been or will be paid (directly or indirectly) remuneration for solicitation of Buyers or potential purchasers in connection with the sale of any Securities.

(kk) <u>No Additional Agreements</u>. There are no agreements or understandings between the Company, the Issuer or any of its Subsidiaries and any Buyer with respect to the transactions contemplated by the Transaction Agreements other than (i) as specified in the Transaction Agreements

and (ii) any side letter agreements with any of the Buyers, which side letters the Company has shared with all Buyers.

(ll) Anti-Bribery and Anti-Money Laundering Laws. Each of the Company, the Issuer and its Subsidiaries and, any of their respective officers, directors, supervisors, managers, agents, or employees are and have at all times been in compliance with and their participation in the offering will not violate: (A) anti-bribery laws, including but not limited to, any applicable law, rule, or regulation of any locality, including but not limited to any law, rule, or regulation promulgated to implement the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, signed December 17, 1997, including the U.S. Foreign Corrupt Practices Act of 1977, as amended, the U.K. Bribery Act 2010, or any other law, rule or regulation of similar purposes and scope or (B) anti-money laundering laws, including, but not limited to, applicable federal, state, international, foreign or other laws, regulations or government guidance regarding anti-money laundering, including, without limitation, Title 18 US. Code sections 1956 and 1957, the Patriot Act, the Bank Secrecy Act, and international anti-money laundering principles or procedures by an intergovernmental group or organization, such as the Financial Action Task Force on Money Laundering, of which the United States is a member and with which designation the United States representative to the group or organization continues to concur, all as amended, and any executive order, directive, or regulation pursuant to the authority of any of the foregoing, or any orders or licenses issued thereunder.

(mm) Cybersecurity. The Company's, the Issuer's and its Subsidiaries' information technology assets and equipment, computers, systems, networks, hardware, software, websites, applications, and databases (collectively, "**IT Systems**") are adequate, to the knowledge of the Company and the Issuer, for, and operate and perform in all material respects as required in connection with the operation of the business of the Company, the Issuer and its Subsidiaries as currently conducted, and, to the knowledge of the Company and the Issuer, are free and clear of all material Trojan horses, time bombs, malware and other malicious code. The Company, the Issuer and its Subsidiaries have implemented and maintained commercially reasonable physical, technical and administrative controls designed to maintain and protect the confidentiality, integrity, availability, privacy and security of all sensitive, confidential or regulated data ("**Confidential Data**") and Personal Data (defined below) used or maintained in connection with their businesses, and the integrity, availability continuous operation, redundancy and security of all IT Systems. "**Personal Data**" means the following data used in connection with the Company's, the Issuer's and its Subsidiaries' businesses and in their possession or control: (i) a natural person's name, street address, telephone number, e-mail address, photograph, social security number or other tax identification number, driver's license number, passport number, credit card number or bank information; (ii) information that identifies or may reasonably be used to identify an individual and is regulated under applicable Privacy Laws or would qualify as "personal data," personal information" or similar term under the Privacy laws; and (iii) any information that would qualify as "protected health information" under the Health Insurance Portability and Accountability Act of 1996, as amended by the Health Information Technology for Economic and Clinical Health Act (collectively, "**HIPAA**"). To the knowledge of the Company and the Issuer, there have been no breaches, outages or unauthorized uses of or accesses to the Company's, the Issuer's or any of its Subsidiaries' IT Systems, Confidential Data, or Personal Data that would require notification under Privacy Laws (as defined below).

(nn) Antitakeover Provisions. Neither the Company, the Issuer nor any of its Subsidiaries is party to an Antitakeover Provision. "**Antitakeover Provisions**" means the provisions of any stockholder rights plan or agreement, "poison pill" or substantially similar anti-takeover agreement or any "business combination", "control share acquisition", "fair price", "moratorium" or similar anti-takeover provision under the Amended and Restated Certificate of Incorporation, the Amended and Restated Bylaws, or applicable law (including Section 203 of the DGCL).

(oo) Compliance with Data Privacy Laws. The Company, the Issuer and each of its Subsidiaries are, and in the past three (3) years have been, to the knowledge of the Company and the Issuer, in material compliance with all applicable privacy and data security laws and regulations regarding the collection, use, storage, retention, disclosure, transfer, disposal, or any other processing (collectively "**Process**" or "**Processing**") of Personal Data (collectively, the "**Privacy Laws**"). The Company, the Issuer and each of its Subsidiaries have in place, comply with, and take appropriate steps intended to

comply in all material respects with their policies and procedures relating to data privacy and security, and the Processing of Personal Data (the "**Privacy Statements**") as well as the Privacy Laws. The Company, the Issuer and each of its Subsidiaries have, except as would not reasonably be expected, individually or in the aggregate, to result in a Material Adverse Effect, in the past three (3) years provided accurate notice of their Privacy Statements then in effect to its customers, employees, third party vendors and Representatives. To the knowledge of the Company and the Issuer, none of such disclosures made or contained in any Privacy Statements have been materially inaccurate, misleading, incomplete, or in material violation of any Privacy Laws.

(pp) Transactions with Affiliates and Employees. No relationship, direct or indirect, exists between or among the Company or the Issuer, on the one hand, and the directors, officers, stockholders, customers or suppliers of the Company or the Issuer, on the other hand, that is required to be described in the SEC Reports that is not so described.

(qq) CFIUS. Neither the Company, the Issuer nor any of its Subsidiaries engages in (a) the design, fabrication, development, testing, production or manufacture of one (1) or more "critical technologies" (as defined in 31 C.F.R. § 800.215); (b) the ownership, operation, maintenance, supply, manufacture, or servicing of "covered investment critical infrastructure" (as defined in 31 C.F.R. § 800.212); or (c) the maintenance or collection, directly or indirectly, of "sensitive personal data" of U.S. citizens (as defined in 31 C.F.R. § 800.241).

(rr) Acknowledgment Regarding Buyer's Purchase of Securities. Anything in this Agreement or elsewhere herein to the contrary notwithstanding, the Company and the Issuer acknowledge and agree that, other than the Lead Investor, each Buyer is acting solely in the capacity of an arm's length purchaser with respect to the Transaction Documents and the transactions contemplated hereby and thereby and that no Buyer is (i) an officer or director of the Company, the Issuer or any of its Subsidiaries, (ii) an "affiliate" of the Company, the Issuer or any of its Subsidiaries (as defined in Rule 405 of the Securities Act) or (iii) to the knowledge of the Company and the Issuer, a "beneficial owner" of more than 10% of the shares of Issuer Common Stock (as defined for purposes of Rule 13d-3 of the Exchange Act). The Company and the Issuer further acknowledge that no Buyer is acting as a financial advisor or fiduciary of the Company, the Issuer or any of its Subsidiaries (or in any similar capacity) with respect to the Transaction Documents and the transactions contemplated hereby and thereby, and any advice given by a Buyer or any of its representatives or agents in connection with the Transaction Documents and the transactions contemplated hereby and thereby is merely incidental to such Buyer's purchase of the Securities. The Company and the Issuer further represent to each Buyer that the Company's and the Issuer's decision to enter into the Transaction Documents has been based solely on the independent evaluation by the Company, the Issuer and their representatives.

(ss) Dilutive Effect. The Issuer understands and acknowledges that the number of Exchange Shares issuable pursuant to the terms of the Notes will increase in certain circumstances. The Issuer further acknowledges that its obligations to issue Exchange Shares in accordance with this Agreement, the Notes and its Guarantee are absolute and unconditional regardless of the dilutive effect that such issuance may have on the ownership interests of other stockholders of the Issuer.

(tt) Off Balance Sheet Arrangements. There is no transaction, arrangement, or other relationship between the Company, the Issuer or one of its Subsidiaries and an unconsolidated or other off balance sheet entity that is required to be disclosed by the Issuer in its Exchange Act filings and is not so disclosed or that otherwise would be reasonably likely to have a Material Adverse Effect.

(uu) Transfer Taxes. On the Closing Date, all stock transfer or other taxes (other than income or similar taxes) which are required to be paid in connection with the issuance, sale and transfer of the Securities to be sold to each Buyer hereunder will be, or will have been, fully paid or provided for by the Company, and all laws imposing such taxes will be or will have been complied with.

(vv) Acknowledgement Regarding Buyers' Trading Activity. The Company and the Issuer acknowledge and agree (i) that none of the Buyers has been asked to agree, nor has any Buyer agreed, to desist from purchasing or selling, long and/or short, securities of the Company or the Issuer, or "derivative" securities based on securities issued by the Company or the Issuer or to hold the Securities

for any specified term; (ii) that past or future open market or other transactions by any Buyer, including, without limitation, short sales or "derivative" transactions, before or after the closing of the transactions contemplated by this Agreement or future transactions, may negatively impact the market price of the Company's or the Issuer's publicly-traded securities; (iii) that any Buyer, and counter parties in "derivative" transactions to which any such Buyer is a party, directly or indirectly, presently may have a "short" position in the Issuer Common Stock; and (iv) that such Buyer shall not be deemed to have any affiliation with or control over any arm's length counter-party in any "derivative" transaction. The Company and the Issuer further understand and acknowledge that (a) one or more Buyers may engage in hedging and/or trading activities at various times during the periods that the Securities are outstanding, including, without limitation, during the period that the value of the Exchange Shares deliverable with respect to Notes are being determined and (b) such hedging and/or trading activities (if any) could reduce the value of the existing stockholders' equity interests in the Company or the Issuer at and after the time that the hedging and/or trading activities are being conducted. The Company and the Issuer acknowledge that such aforementioned hedging and/or trading activities do not constitute a breach of this Agreement, the Notes or any of the documents executed in connection herewith.

(ww) U.S. Real Property Holding Corporation. None of the Company, the Issuer nor any of its Subsidiaries, is or has ever been a U.S. real property holding corporation within the meaning of Section 897 of the Code and the Company, the Issuer and each Subsidiary shall so certify upon any Buyer's request.

(xx) Private Placement. Assuming the accuracy of the Buyers' representations and warranties set forth in Section 2, no registration under the Securities Act is required for the offer and sale of the Securities by the Company or the Issuer to the Buyers as contemplated hereby.

4. COVENANTS.

(a) Best Efforts. Each party shall use its best efforts timely to satisfy each of the covenants and the conditions to be satisfied by it as provided in Sections 6 and 7 of this Agreement.

(b) Holding Company Reorganization. As soon as practicable following the Initial Closing, Senti Biosciences, Inc. and Senti Biosciences Holdings, Inc. shall complete the Holding Company Reorganization.

(c) Form D and Blue Sky. If required by applicable Law, the Company and the Issuer agrees to file a Form D with respect to the Securities as required under Regulation D. The Company and the Issuer shall, on or before the Initial Closing Date, take such action as the Company or the Issuer shall reasonably determine is necessary in order to obtain an exemption for or to qualify the Securities for sale to the Buyers at the Initial Closing pursuant to this Agreement under applicable securities or "Blue Sky" laws of the states of the United States (or to obtain an exemption from such qualification), and shall provide evidence of any such action so taken to the Buyers within fifteen (15) days of the Initial Closing Date. The Company and the Issuer shall make all filings and reports relating to the offer and sale of the Securities required under applicable securities or "Blue Sky" laws of the states of the United States following each Closing Date.

(d) Reporting Status. Until the earlier of the date on which the Buyers shall have sold all of the Exchange Shares or the date on which none of the Notes are outstanding (the "**Reporting Period**"), the Issuer shall timely file all reports required to be filed with the SEC pursuant to the Exchange Act, and the Issuer shall not terminate its status as an issuer required to file reports under the Exchange Act even if the Exchange Act or the rules and regulations thereunder would no longer require or otherwise permit such termination, and the Issuer shall take all actions necessary to maintain its eligibility to register the Exchange Shares for resale by the Buyers (as defined below) on Form S-3.

(e) Use of Proceeds. The Issuer shall use substantially all of the net proceeds from the sale of the Securities for general corporate purposes and to advance CMC and clinical trials for SENTI-202.

(f) [Reserved.]

(g) Fees and Structuring Discount.

(i) Fees. The Company shall reimburse the Lead Investor or its designee(s) for reasonable documented out-of-pocket third-party costs and expenses incurred in connection with the transactions contemplated by the Transaction Documents (including reasonable legal fees and disbursements in connection therewith, documentation and implementation of the transactions contemplated by the Transaction Documents and due diligence in connection therewith) not reimbursed by the Company on or prior to the Initial Closing, which amount shall be payable only upon the Initial Closing and which amount, at the option of the Lead Investor, may be withheld by the Lead Investor from its Purchase Price at the Initial Closing to the extent not previously reimbursed by the Company, and which amount shall not exceed $250,000 without the prior approval of the Company. The Company shall be responsible for the payment of any placement agent's fees, financial advisory fees, or broker's commissions (other than for Persons engaged by any Buyer) relating to or arising out of the transactions contemplated hereby. The Company shall pay, and hold each Buyer harmless against, any liability, loss or expense (including, without limitation, reasonable attorneys' fees and out-of-pocket expenses) arising in connection with any claim relating to any such payment. Except as otherwise set forth in the Transaction Documents, each party to this Agreement shall bear its own expenses in connection with the sale of the Securities to the Buyers.

(ii) Structuring Discount. The Company shall pay to the Lead Investor or its designee(s) (in addition to any other expense amounts paid to the Lead Investor or its counsel prior to the date of this Agreement): with respect to each Closing, a structuring discount (the "**Structuring Discount**") of 3.0% of the aggregate principal amount of the Notes purchased at such Closing by the Lead Investor and Buyers brought in by the Lead Investor, which amounts will be withheld by the Lead Investor from its Purchase Price for any Notes purchased by it at the respective Closing to the extent not previously reimbursed by the Company. For the avoidance of doubt, the Lead Investor will not be entitled to the Structuring Discount with respect to Notes purchased by the Buyers listed on Schedule 4(f)(ii) hereto (and their respective affiliates).

(h) Pledge of Securities. The Company and the Issuer acknowledge and agree that the Securities may be pledged by any holder of Securities (an "**Investor**") in connection with a bona fide margin agreement or other loan or financing arrangement that is secured by the Securities. Any such pledge of Securities shall not be deemed to be a transfer, sale or assignment of the Securities hereunder, and no Investor effecting a pledge of Securities shall be required to provide the Company or the Issuer with any notice thereof or otherwise make any delivery to the Company pursuant to this Agreement or any other Transaction Document, including, without limitation, Section 2(h) hereof. The Company and the Issuer hereby agree to execute and deliver such documentation as a pledgee of the Securities may reasonably request in connection with a pledge of the Securities to such pledgee by an Investor provided that neither the Company nor the Issuer shall be obligated to deliver any legal opinion required in connection therewith unless required by the Company's or the Issuer's transfer agent to be issued by the Company's or the Issuer's legal counsel.

(i) Financial Information. The Issuer agrees to send the following to each Buyer during the Reporting Period (i) unless the following are filed with the SEC through EDGAR and are available to the public through the EDGAR system, within one (1) Business Day after the filing thereof with the SEC, a copy of its Annual Reports on Form 10-K, any Quarterly Reports on Form 10-Q, any Current Reports on Form 8-K (or any analogous reports under the Exchange Act) and any registration statements (other than on Form S-8) or amendments filed pursuant to the Securities Act, (ii) within one (1) Business Day after the release thereof, facsimile or e-mailed copies of all press releases issued by the Company or the Issuer (except to the extent the same are (x) filed or furnished to the SEC and available as described below; or (y) otherwise widely disseminated via a national news wire or similar service) and (iii) copies of any notices and other information made available or given to the stockholders of the Issuer generally, contemporaneously with the making available or giving thereof to the stockholders. Notwithstanding the foregoing, neither the Issuer nor the Company shall be obligated to send or deliver any of the foregoing to any of the Buyers to the extent any of them are filed, furnished or otherwise made publicly available on the Company's or the Issuer's website or the SEC's EDGAR electronic filing system. As used herein, "**Business Day**" means any day other than Saturday, Sunday or other day on which commercial banks in The City of New York are authorized or required by law to remain closed.

(j) Disclosure of Transactions and Other Material Information. On or before the fourth Business Day following signing of this Agreement, the Issuer shall issue a press release and file a Current Report on Form 8-K describing the terms of the transactions contemplated by the Transaction Documents in the form required by the Exchange Act and attaching the material Transaction Documents (including, without limitation, this Agreement (and all schedules and exhibits to this Agreement to the extent required to be included under Item 601 of Regulation S-K of the Exchange Act), the Registration Rights Agreement, the form of Notes, the form of Voting Agreement and the form of Guarantee) as exhibits to such filing (including all attachments, the "**8-K Filing**"). Immediately following the filing of the 8-K Filing with the SEC, no Buyer (other than the Lead Investor and any Buyer who agreed to receive material, nonpublic information in addition to the material, nonpublic information relating to the Transaction Documents (such additional material, nonpublic information received by any Buyer, other than the Lead Investor, the "**Additional Non-Public Information,**" and such Buyers, together with the Lead Investor, the "**Excluded Investors**")) shall be in possession of any material, nonpublic information received from the Company, the Issuer, any of its Subsidiaries or any of their respective officers, directors, employees, affiliates or agents, that is not disclosed in the 8-K Filing or in prior filings with the SEC. In the event of a breach of the foregoing covenant by the Company, the Issuer, any of its Subsidiaries, or any of its or their respective officers, directors, employees, affiliates and agents, in addition to any other remedy provided herein or in the Transaction Documents, any Buyer (other than an Excluded Investor) shall have the right to make a public disclosure, in the form of a press release, public advertisement or otherwise, of such material, nonpublic information without the prior approval by the Company, the Issuer, its Subsidiaries, or any of its or their respective officers, directors, employees, affiliates or agents. No Buyer (other than any Excluded Investor) shall have any liability to the Company, the Issuer, its Subsidiaries, or any of its or their respective officers, directors, employees, affiliates or agents for any such disclosure. To the extent that the Company, the Issuer, its Subsidiaries or any of its or their respective officers, directors, employees, affiliates or agents delivers any material, nonpublic information to a Buyer (other than any Excluded Investor) without such Buyer's prior written consent, the Company and the Issuer hereby covenant and agree that such Buyer shall not have any duty of confidentiality to the Company, the Issuer, any of its Subsidiaries or any of their respective officers, directors, employees, affiliates or agents with respect to, or a duty to the Company, the Issuer, any of its Subsidiaries or any of their respective officers, directors, employees, affiliates or agents not to trade on the basis of, such material, nonpublic information. Subject to the foregoing, none of the Company, the Issuer, its Subsidiaries nor any Buyer (other than any Excluded Investor) shall issue any press releases or any other public statements with respect to the transactions contemplated hereby (other than filings required by such Buyer pursuant to Section 13 or Section 16 of the Exchange Act), without the prior consent of the Issuer, with respect to any press release of any such Buyer, or without the prior consent of each Buyer (other than any Excluded Investor), with respect to any press release of the Company or the Issuer; provided, however, that the Company and the Issuer shall be entitled, without the prior approval of any Buyer (other than any Excluded Investor), to make any press release or other public disclosure with respect to such transactions (i) in substantial conformity with the 8-K Filing and contemporaneously therewith and (ii) as is required by applicable law, regulation or any Eligible Market on which the Issuer's securities are then listed or quoted (provided that in the case of clause (i) each Buyer (other than any Excluded Investor) shall be consulted by the Company or the Issuer in connection with any such press release or other public disclosure prior to its release). Except for the Registration Statement required to be filed pursuant to the Registration Rights Agreement, without the prior written consent of any applicable Buyer, none of the Company, the Issuer nor any of its Subsidiaries or affiliates shall disclose the name of such Buyer in any filing, announcement, release or otherwise other than (x) disclosure as required by law, regulation or any Eligible Market on which the Issuer's securities are then listed or quoted or (y) disclosure relating to a Buyer solely on information disclosed from such Buyer's filings made pursuant to Section 13 of the Exchange Act. No later than the date of Stockholder Approval, the Issuer shall issue a press release and/or a Current Report on Form 8-K (the actual date of such press release and/or Current Report on Form 8-K, the "**Disclosure Date**") disclosing the Additional Non-Public Information (to the extent such information continues to be material nonpublic information as of such time). Consequently, following the Disclosure Date, no Buyer (other than the Lead Investor) shall be in possession of any material non-public information concerning the Company disclosed to the Buyers by the Company, the Issuer, any of its Subsidiaries or any of their respective officers, directors, employees, affiliates or agents. The Company understands and confirms that the Buyers will rely on the foregoing representation in effecting securities transactions.

(k) Additional Notes; Variable Securities. For so long as any Notes remain outstanding, the Company shall not issue any Notes other than to the Buyers as contemplated hereby and the Company and the Issuer shall not issue any other securities that would cause a breach or default under the Notes. For so long as any Notes remain outstanding, the Company and the Issuer shall not, in any manner, without the prior written consent of the Lead Investor, (i) issue or sell any rights, warrants or options to subscribe for or purchase Issuer Common Stock or directly or indirectly convertible into or exchangeable or exercisable for Issuer Common Stock at a price which varies or may vary with the market price of the Issuer Common Stock, including by way of one or more reset(s) to any fixed price or (ii) enter into, or effect any transaction under, any agreement, including, but not limited to, an equity line of credit, an "at-the-market" offering or similar agreement, whereby the Company or the Issuer may issue securities at a future determined price Notwithstanding the foregoing, the provisions of this Section 4(k) shall not apply in connection with the issuance of any Excluded Securities (as defined in the Notes) or to any Post-Transaction Merger (as defined in the Notes). Any Buyer shall be entitled to obtain injunctive relief against the Company and the Issuer to preclude any such issuance, which remedy shall be in addition to any right to collect damages.

(l) Corporate Existence. For so long as any Notes remain outstanding, the Company and the Issuer shall each maintain its corporate existence, as applicable, and shall not be party to any Fundamental Transaction (as defined in the Notes) unless the Company and the Issuer are in compliance with the applicable provisions governing Fundamental Transactions set forth in the Notes.

(m) Reservation of Shares. So long as any Buyer owns any Securities, the Issuer shall take all action necessary to at all times have authorized, and reserved for issuance with respect to the Notes a number of shares of Issuer Common Stock which equals or exceeds 150% of the maximum number of Exchange Shares issued and issuable pursuant to the terms of the Notes (without taking into account any limitations on the issuance thereof pursuant to the terms of the Notes)(the "**Required Reserve Amount**"). Upon any increase in the number of authorized or unreserved shares of Issuer Common Stock of the Issuer following the date hereof, the Issuer shall use such increased number of authorized shares to satisfy its obligations to keep the Required Reserve Amount of shares reserved for the Securities before reserving or using shares for any other purpose. The initial number of shares of Issuer Common Stock reserved for exchange or redemption of the Notes and each increase in the number of shares so reserved shall be allocated pro rata among the Buyers, based on the total number of shares of Issuer Common Stock issuable upon exchange pursuant to the terms of the Notes (without regard to any limitations in exercise) issued to each Buyer on the Closing Date (the "**Authorized Share Allocation**"). In the event that a Buyer shall sell or otherwise transfer any of its Notes, each transferee shall be allocated a pro rata portion of such holder's Authorized Share Allocation with respect to the portion of the Notes being transferred. Any shares of Issuer Common Stock reserved and allocated to any Person which ceases to hold any Notes shall be allocated to the holders of the remaining Notes, pro rata based on the Exchange Shares issuable pursuant to the terms of the Notes then held by such holders (without regard to any limitations on the exchange or redemption of the Notes).

(n) Conduct of Business. The business of the Company, the Issuer and its Subsidiaries shall not be conducted in violation of any law, ordinance or regulation of any governmental entity, including, without limitation, FCPA and other applicable Anti-Bribery Laws, OFAC regulations and other applicable Sanctions Laws, and Anti-Money Laundering Laws.

(i) None of the Company, the Issuer, nor any of its Subsidiaries or affiliates, directors, officers, employees, representatives or agents shall:

(a) conduct any business or engage in any transaction or dealing with or for the benefit of any Blocked Person, including the making or receiving of any contribution of funds, goods or services to, from or for the benefit of any Blocked Person;

(b) deal in, or otherwise engage in any transaction relating to, any property or interests in property blocked or subject to blocking pursuant to the applicable Sanctions Laws;

(c) use any of the proceeds of the transactions contemplated by this Agreement to finance, promote or otherwise support in any manner any illegal activity, including, without limitation, any Anti-Money Laundering Laws, Sanctions Laws, or Anti-Bribery Laws; or

(d) violate, attempt to violate, or engage in or conspire to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, any of the Anti-Money Laundering Laws, Sanctions Laws, or Anti-Bribery Laws.

(ii) The Company and the Issuer shall maintain in effect and enforce policies and procedures designed to ensure compliance by the Company, the Issuer and its Subsidiaries and their directors, officers, employees, agents representatives and affiliates with the Sanctions Laws and Anti-Bribery Laws.

(iii) The Company shall promptly notify the Buyers in writing if any of the Company, the Issuer or any of its Subsidiaries or affiliates, directors, officers, employees, representatives or agents, shall become a Blocked Person, or become directly or indirectly owned or controlled by a Blocked Person.

(iv) The Company shall provide such information and documentation as the Buyers or any of their affiliates may require to satisfy compliance with the Anti-Money Laundering Laws, Sanctions Laws, or Anti-Bribery Laws.

(v) The covenants set forth above shall be ongoing for so long as any Notes remain outstanding. The Company shall promptly notify the Buyers in writing should it become aware (a) of any changes to these covenants, or (b) if it cannot comply with the covenants set forth herein. The Company shall also promptly notify the Buyers in writing should they become aware of an investigation, litigation or regulatory action relating to an alleged or potential violation of the Anti-Money Laundering Laws, Sanctions Laws, and Anti-Bribery Laws.

(o) Additional Issuances of Securities.

(i) For purposes of this Section 4(o), the following definitions shall apply.

(1) "**Convertible Securities**" means any stock or securities (other than Options (as defined below)) convertible into or exercisable or exchangeable for shares of Issuer Common Stock.

(2) "**Options**" means any rights, warrants or options to subscribe for or purchase shares of Issuer Common Stock or Convertible Securities.

(3) "**Common Stock Equivalents**" means, collectively, Options and Convertible Securities.

(ii) From the date hereof until June 15, 2026, the Issuer will not, without the prior written consent of the Lead Investor, (A) directly or indirectly, file any registration statement with the SEC other than the Registration Statement (as defined in the Registration Rights Agreement) and registration statements on Form S-8 and shall not file any prospectus supplement with respect to any Subsequent Placement (as defined below), (B) directly or indirectly, offer, sell, grant any option to purchase, or otherwise dispose of (or announce any offer, sale, grant or any option to purchase or other disposition of) any of its or its Subsidiaries' equity or equity equivalent securities, including without limitation any debt, preferred stock or other instrument or security that is, at any time during its life and under any circumstances, convertible into or exchangeable or exercisable for shares of Issuer Common Stock or Common Stock Equivalents (any such offer, sale, grant, disposition or announcement being referred to as a "**Subsequent Placement**"), or (C) be party to any solicitations, negotiations or discussions with regard to the foregoing. The restrictions contained in this subsection (ii) of this Section

4(o) shall not apply in connection with the issuance of any Excluded Securities (as defined in the Notes) or to any Post-Transaction Merger (as defined in the Notes).

(iii) To the extent the Company and the Issuer, as applicable, have used reasonable efforts to progress through all necessary approvals and filings required to close the transactions contemplated by the CVR Term Sheet dated as of March 19, 2026 and require additional financing to continue operating the business, the Lead Investor agrees to undertake one or more of the following actions in due course (whereby selection of measures shall be in the Lead Investor's sole discretion): to purchase early the Additional Notes; to permit the Company or the Issuer, as applicable, to undertake a Subsequent Placement or other financing round to sell securities other suitable investors; or to take other reasonable measures to ensure the Company and the Issuer are able to continue operations as required by the Notes and this Agreement.

(p) Stockholder Approvals. As promptly as practicable after the date hereof, the Issuer shall provide each stockholder entitled to vote at the next special or annual meeting of stockholders of the Issuer (the "**Stockholder Meeting**"), which shall be promptly called and held, on or prior to the 2026 annual meeting of stockholders of the Issuer, as promptly as practicable but in any event not later than August 31, 2026 (the "**Stockholder Meeting Deadline**"), a proxy statement, substantially in the form which has been previously reviewed by the Buyers and McDermott Will & Schulte LLP, at the expense of the Issuer (but subject to the reimbursement of fees terms contemplated by Section 4(g)(i)), soliciting each such stockholder's affirmative vote at the Stockholder Meeting for approving the Issuer's issuance of all of the Securities as described in the Transaction Documents in accordance with applicable law, the provisions of the Bylaws and the rules and regulations of the Principal Market without giving effect to the Exchange Cap (as defined and as set forth set forth in the Notes) (such affirmative approval being referred to herein as the "**Stockholder Approval**"), and the Issuer shall use its reasonable best efforts to solicit its stockholders' approval of such resolutions, including, without limitation, (x) causing the Board of Directors of the Issuer to recommend to the stockholders that they approve such resolutions, (y) using reasonable best efforts to cause the officers and directors of the Issuer who hold shares of Issuer Common Stock to be present at such stockholder meeting for quorum purposes (including by proxy) and (z) using reasonable best efforts to cause the officers and directors of the Issuer to vote their respective shares of Issuer Common Stock in accordance with the recommendation of the Issuer's board of directors. The Issuer shall be obligated to use its reasonable best efforts to obtain the Stockholder Approval by the Stockholder Meeting Deadline. If, despite the Company's reasonable best efforts the Stockholder Approval is not obtained on or prior to the Stockholder Meeting Deadline, the Company shall cause one additional Stockholder Meeting to be held soliciting the Stockholder Approval.

(q) Voting Agreement. The Issuer shall use its best efforts to effectuate the transactions contemplated by the Voting Agreements. The Issuer shall not amend or waive any provision of the Voting Agreement and shall enforce the provisions of the Voting Agreement in accordance with its terms. If any party to a Voting Agreement breaches any provisions of the Voting Agreement, the Issuer shall promptly use its best efforts to seek specific performance of the terms of the Voting Agreement. In addition, if the Issuer receives any notice from any party pursuant to the Voting Agreement, the Issuer shall promptly, but in no event later than two (2) Business Days, deliver a copy of such notice to each Buyer.

(r) Collateral Agent. The parties shall appoint a collateral agent on terms mutually agreed upon by the Company and the Lead Investor, and all fees and expenses of such collateral agent shall be paid by the Issuer.

(s) FAST Compliance. While any Securities are outstanding, the Issuer shall maintain a transfer agent that participates in the DTC Fast Automated Securities Transfer Program.

(t) Company's Operations. While any Notes are outstanding, the Company, the Issuer and each of its Subsidiaries shall not be an "investment company," and affiliate of an "investment company," a company controlled by an "investment company" or an "affiliated person" of, or "promoter" or "principal underwriter" for, an "investment company", as such terms are defined in the Investment Company Act of 1940, as amended.

(u) No Integration. None of the Company, the Issuer, its Subsidiaries, their affiliates and any Person acting on their behalf shall sell, offer for sale or solicit offers to buy or otherwise negotiate in respect of any security (as defined in Section 2 of the Securities Act) that would be integrated with the offer or sale of the Securities in a manner that would require the registration under the Securities Act of the sale of the Securities or that would be integrated with the offer or sale of the Securities for purposes of the rules and regulations of any Eligible Market such that it would require shareholder approval prior to the closing of such other transaction.

(v) Notice of Disqualification Events. The Company and the Issuer will notify the Buyers in writing, prior to the Closing Date of (i) any Disqualification Event relating to any Issuer Covered Person and (ii) any event that would, with the passage of time, become a Disqualification Event relating to any Issuer Covered Person.

5. REGISTER; TRANSFER AGENT INSTRUCTIONS.

(a) Register. The Company shall maintain at its principal executive offices (or such other office or agency of the Company as it may designate by notice to each holder of Securities), a register for the Notes in which the Company shall record the name and address of the Person in whose name the Notes have been issued (including the name and address of each transferee), the principal amount of Notes held by such Person and the number of Exchange Shares issued and issuable pursuant to the terms of the Notes. The Company shall keep the register open and available at all times during business hours for inspection of any Buyer or its legal representatives.

(b) Transfer Agent Instructions. The Issuer shall issue irrevocable instructions to the Transfer Agent to issue certificates or credit shares to the applicable balance accounts at DTC, registered in the name of each Buyer or its respective nominee(s), for the Exchange Shares in such amounts as specified from time to time by each Buyer to the Issuer pursuant to the terms of the Notes, in the form attached hereto as Exhibit E (the "**Irrevocable Transfer Agent Instructions**"). The Issuer represents and warrants that no instruction other than the Irrevocable Transfer Agent Instructions referred to in this Section 5(b), and stop transfer instructions to give effect to Section 2(h) hereof, will be given by the Issuer to the Transfer Agent, and any subsequent transfer agent with respect to the Exchange Shares, and that the Exchange Shares shall otherwise be freely transferable on the books and records of the Issuer, as and to the extent provided in this Agreement and the other Transaction Documents. If a Buyer effects a sale, assignment or transfer of the Securities in accordance with Section 2(h), the Issuer shall permit the transfer and shall promptly instruct its transfer agent to issue one or more certificates or credit shares to the applicable balance accounts at DTC in such name and in such denominations as specified by such Buyer to effect such sale, transfer or assignment. In the event that such sale, assignment or transfer involves the Exchange Shares sold, assigned or transferred pursuant to an effective registration statement or pursuant to Rule 144, the Transfer Agent shall issue such Exchange Shares to the Buyer, assignee or transferee, as the case may be, without any restrictive legend. The Issuer shall use its best efforts to ensure that the Exchange Shares be issued without any restrictive legend, including, but not limited to, (i) causing its counsel to issue any legal opinion or any other document or information as may be required by the Transfer Agent to issue such Exchange Shares to the Buyer, assignee or transferee, as the case may be, without any restrictive legend and (ii) paying all fees and expenses in connection with satisfying its obligations under this Section 4(b), including, but not limited to, those incurred for providing any legal opinion to Transfer Agent. The Issuer acknowledges that a breach by it of its obligations hereunder will cause irreparable harm to the Buyers. Accordingly, the Issuer acknowledges that the remedy at law for a breach of its obligations under this Section 5 will be inadequate and agrees, in the event of a breach or threatened breach by the Issuer of the provisions of this Section 5, that the Buyers shall be entitled, in addition to all other available remedies, to an order and/or injunction restraining any breach and requiring immediate issuance and transfer, without the necessity of showing economic loss and without any bond or other security being required.

(c) Manner of Sale. Each Buyer, severally and not jointly with the other Buyers, agrees with the Company and the Issuer that such Buyer will sell any Securities pursuant to either the registration requirements of the 1933 Act, including any applicable prospectus delivery requirements, or an exemption therefrom, and acknowledges that the removal of the restrictive legend from certificates

representing Securities as set forth in this Section 5 is predicated upon the Company's reliance upon this understanding.

6. CONDITIONS TO THE COMPANY'S OBLIGATION TO SELL.

The obligation of the Company hereunder to issue and sell the Notes to each Buyer at the Closing is subject to the satisfaction, at or before the Closing Date, of each of the following conditions (unless otherwise noted), provided that these conditions are for the Company's sole benefit and may be waived by the Company at any time in its sole discretion by providing each Buyer with prior written notice thereof:

(i) Such Buyer shall have executed each of the Transaction Documents to which it is a party and delivered the same to the Company.

(ii) Such Buyer and each other Buyer shall have delivered to the Company the Purchase Price (less, in the case of the Lead Investor, the Structuring Discount and amounts withheld pursuant to Section 4(g)) by wire transfer of immediately available funds pursuant to the wire instructions provided by the Company.

(iii) Within 30 days of the Initial Closing, Senti Biosciences Holdings, Inc., Senti Holdings, Inc., Senti Biosciences, Inc. and CPIF II-7 Limited shall have executed the definitive documents contemplated by the CVR Term Sheet dated as of March 19, 2026.

(iv) The representations and warranties of such Buyer shall be true and correct in all respects as of the date when made and as of the Closing Date as though made at that time (except for representations and warranties that speak as of a specific date, which shall be true and correct as of such specified date), and such Buyer shall have performed, satisfied and complied in all respects with the covenants, agreements and conditions required by this Agreement to be performed, satisfied or complied with by such Buyer at or prior to the Closing Date.

(v) No litigation, statute, rule, regulation, executive order, decree, ruling or injunction shall have been enacted, entered, promulgated or endorsed by or in any court or governmental authority of competent jurisdiction or any self-regulatory organization having authority over the matters contemplated hereby which prohibits the consummation of any of the transactions contemplated by this Agreement.

(vi) The Lead Investor and any of its affiliates holding securities of the Issuer shall have executed the Voting Agreement and delivered the same to the Company.

7. CONDITIONS TO EACH BUYER'S OBLIGATION TO PURCHASE.

The obligation of each Buyer hereunder to purchase the Notes at the Closing is subject to the satisfaction, at or before the applicable Closing Date, of each of the following conditions, provided that these conditions are for each Buyer's sole benefit and may be waived by such Buyer at any time in its sole discretion by providing the Company with prior written notice thereof:

(i) With respect to the Initial Closing, the Issuer shall have consummated its previously disclosed holding company reorganization (the "**Holding Company Reorganization**"), pursuant to which Senti Biosciences, Inc. will merge with and into Senti Biosciences Merger Sub, Inc., with Senti Biosciences, Inc. surviving as a wholly-owned direct subsidiary of the Company.

(ii) There have been no changes to the composition of the Board of Directors of the Issuer since March 19, 2026, except in connection with the consummation of any Post-Transaction Merger (as defined in the Notes) or pursuant to the Holding Company Reorganization.

(iii) The Company, the Issuer and each Subsidiary, as applicable, shall have duly executed and delivered to such Buyer (i) each of the Transaction Documents, (ii) the Notes (allocated in such amounts as such Buyer shall request) being purchased by such Buyer at the Closing pursuant to this Agreement, (iii) the Guarantees and (iv) the Security Agreement.

(iv) Such Buyer shall have received the opinion of Gunderson Dettmer Stough Villeneuve Franklin & Hachigian, LLP, the Company's and the Issuer's counsel, dated as of the applicable Closing Date, in the form attached hereto as Exhibit F.

(v) The Issuer shall have delivered to such Buyer a copy of the Irrevocable Transfer Agent Instructions, which instructions shall have been delivered to and acknowledged in writing by the Transfer Agent.

(vi) The Issuer shall have delivered to such Buyer a certificate evidencing the formation and good standing of the Company, the Issuer and each of its Subsidiaries in such entity's jurisdiction of formation issued by the Secretary of State (or comparable office) of such jurisdiction, as of a date within ten (10) days prior to the Closing Date.

(vii) The Company shall have delivered to such Buyer a certificate evidencing the Company's qualification as a foreign corporation and good standing issued by the Secretary of State (or comparable office) of each material jurisdiction in which the Company conducts business and is required to so qualify, as of a date within ten (10) days prior to the Closing Date.

(viii) The Issuer shall have delivered to such Buyer a certificate evidencing the Issuer's qualification as a foreign corporation and good standing issued by the Secretary of State (or comparable office) of each material jurisdiction in which the Issuer conducts business and is required to so qualify, as of a date within ten (10) days prior to the Closing Date.

(ix) The Company shall have delivered to such Buyer a certified copy of its certificate of incorporation as certified by the Secretary of State of the State of Delaware (or a fax or pdf copy of such certificate) within ten (10) days prior to the Closing Date.

(x) The Issuer shall have delivered to such Buyer a certified copy of its certificate of incorporation as certified by the Secretary of State of the State of Delaware (or a fax or pdf copy of such certificate) within ten (10) days prior to the Closing Date.

(xi) The Company shall have delivered to such Buyer a certificate, executed by the Secretary of the Company and dated as of the Closing Date, as to (i) the resolutions consistent with Section 3(d) as adopted by the Company's Board of Directors in a form reasonably acceptable to such Buyer, (ii) the Company's certificate of incorporation and (iii) the Company's bylaws, each as in effect at the Closing, in the form attached hereto as Exhibit G-1.

(xii) The Issuer shall have delivered to such Buyer a certificate, executed by the Secretary of the Issuer and dated as of the Closing Date, as to (i) the resolutions consistent with Section 3(d) as adopted by the Issuer's Board of Directors in a form reasonably acceptable to such Buyer, (ii) the Issuer's certificate of incorporation and (iii) the Issuer's bylaws, each as in effect at the Closing, in the form attached hereto as Exhibit G-2.

(xiii) The representations and warranties of the Company and the Issuer shall be true and correct in all material respects, except for those representation and warranties qualified by materiality or Material Adverse Effect, which shall be true and correct in all respects, as of the date when made and as of the Closing Date as though made at that time (except for representations and warranties that speak as of a specific date, which shall be true and correct in all material respects as of such specified date) and the Company and the Issuer shall have performed, satisfied and complied in all material respects with the covenants, agreements and conditions required by the Transaction Documents to be performed, satisfied or complied with by the Company at or prior to the Closing Date. Such Buyer shall have received a certificate, executed by the Chief Executive Officer or Chief Financial Officer of each of

the Company and the Issuer, dated as of the Closing Date, to the foregoing effect and as to such other matters as may be reasonably requested by such Buyer in the form attached hereto as Exhibit H.

(xiv) The Issuer shall have delivered to such Buyer a letter from the Transfer Agent certifying the number of shares of Issuer Common Stock outstanding as of a date within five (5) days before the Closing Date.

(xv) The Issuer Common Stock (I) shall be designated for quotation or listed on the Principal Market and (II) shall not have been suspended, as of the Closing Date, by the SEC or the Principal Market from trading on the Principal Market.

(xvi) The Company and the Issuer shall have obtained all governmental, regulatory or third party consents and approvals, if any, necessary for the sale of the Securities and the transactions contemplated by the Transactions Documents and all payments thereunder.

(xvii) No litigation, statute, rule, regulation, executive order, decree, ruling or injunction shall have been enacted, entered, promulgated or endorsed by or in any court or governmental authority of competent jurisdiction or any self-regulatory organization having authority over the matters contemplated hereby which prohibits the consummation of any of the transactions contemplated by this Agreement.

(xviii) Such Buyer shall have received the Company's wire instructions on the Company's letterhead duly executed by an authorized executive officer of the Company.

(xix) Since the date of this Agreement, no event or series of events shall have occurred that reasonably would be expected to result in a Material Adverse Effect.

(xx) The Issuer shall have delivered to each Buyer a voting agreement, in the form attached hereto as Exhibit I, executed and delivered by each of the Persons listed on Schedule 7(xxiv) (collectively, the "**Voting Agreements**").

(xxi) The Company and the Issuer shall have delivered to such Buyer such other documents relating to the transactions contemplated by this Agreement as such Buyer or its counsel may reasonably request.

8. TERMINATION.

(a) In the event that the Initial Closing shall not have occurred with respect to a Buyer on or before fifteen (15) Business Days from the date hereof (or such other date and time as is mutually agreed to in writing by the Company, the Issuer and the Lead Investor) due to the Company's, the Issuer's or such Buyer's failure to satisfy the conditions set forth in Sections 6 and 7 above (and the nonbreaching party's failure to waive such unsatisfied condition(s)), the nonbreaching party shall have the option to terminate this Agreement with respect to such breaching party at the close of business on such date by delivering a written notice to that effect to each other party to this Agreement and without liability of any party to any other party; provided, however, that if this Agreement is terminated pursuant to this Section 8, the Company shall remain obligated to reimburse the Lead Investor or its designee(s), as applicable, for the expenses described in Sections 4(g) and Section 9(a).

(b) In the event that an Additional Closing shall not have occurred with respect to a Buyer within fifteen (15) Business Days following the date on which the Lead Investor delivers an Additional Closing Notice to the Company and all of the conditions set forth in Sections 6 and 7 above have been satisfied or waived with respect to such Buyer (other than those conditions that by their nature are to be satisfied at the Initial Closing) (or such other date and time as is mutually agreed to in writing by the Company, the Issuer and the Lead Investor), the party that has satisfied or is prepared to satisfy all of its applicable conditions precedent shall have the option to terminate this Agreement with respect to the defaulting party at the close of business on such date by delivering a written notice to that effect to each other party to this Agreement and without liability of any party to any other party; provided, however,

that if this Agreement is terminated pursuant to this Section 8, the Company shall remain obligated to reimburse the Lead Investor or its designee(s), as applicable, for the expenses described in Sections 4(g) and Section 9(a).

9. MISCELLANEOUS.

(a) Governing Law; Jurisdiction; Jury Trial. All questions concerning the construction, validity, enforcement and interpretation of this Agreement shall be governed by the internal laws of the State of New York, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of New York or any other jurisdictions) that would cause the application of the laws of any jurisdictions other than the State of New York. Each party hereby irrevocably submits to the exclusive jurisdiction of the state and federal courts sitting in The City of New York, Borough of Manhattan, for the adjudication of any dispute hereunder or in connection herewith or with any transaction contemplated hereby or discussed herein, and hereby irrevocably waives, and agrees not to assert in any suit, action or proceeding, any claim that it is not personally subject to the jurisdiction of any such court, that such suit, action or proceeding is brought in an inconvenient forum or that the venue of such suit, action or proceeding is improper. Each party hereby irrevocably waives personal service of process and consents to process being served in any such suit, action or proceeding by mailing a copy thereof to such party at the address for such notices to it under this Agreement and agrees that such service shall constitute good and sufficient service of process and notice thereof. Nothing contained herein shall be deemed to limit in any way any right to serve process in any manner permitted by law. **EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE, AND AGREES NOT TO REQUEST, A JURY TRIAL FOR THE ADJUDICATION OF ANY DISPUTE HEREUNDER OR IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT OR ANY TRANSACTION CONTEMPLATED HEREBY.** If this Agreement is enforced through any legal proceeding or a Buyer otherwise takes action to enforce the provisions of this Agreement and the relevant court finds in the Buyer's favor, the Company shall be obligated to reimburse such Buyer or its designee(s), as applicable, shall pay the costs incurred by such Buyer for such enforcement, action or other proceeding, including, but not limited to, attorneys' fees and disbursements.

(b) Counterparts. This Agreement may be executed in two or more identical counterparts, all of which shall be considered one and the same agreement and shall become effective when counterparts have been signed by each party and delivered to the other party; provided that a facsimile or .pdf signature shall be considered due execution and shall be binding upon the signatory thereto with the same force and effect as if the signature were an original, not a facsimile or .pdf signature.

(c) Headings. The headings of this Agreement are for convenience of reference and shall not form part of, or affect the interpretation of, this Agreement.

(d) Severability. If any provision of this Agreement is prohibited by law or otherwise determined to be invalid or unenforceable by a court of competent jurisdiction, the provision that would otherwise be prohibited, invalid or unenforceable shall be deemed amended to apply to the broadest extent that it would be valid and enforceable, and the invalidity or unenforceability of such provision shall not affect the validity of the remaining provisions of this Agreement so long as this Agreement as so modified continues to express, without material change, the original intentions of the parties as to the subject matter hereof and the prohibited nature, invalidity or unenforceability of the provision(s) in question does not substantially impair the respective expectations or reciprocal obligations of the parties or the practical realization of the benefits that would otherwise be conferred upon the parties. The parties will endeavor in good faith negotiations to replace the prohibited, invalid or unenforceable provision(s) with a valid provision(s), the effect of which comes as close as possible to that of the prohibited, invalid or unenforceable provision(s).

(e) Entire Agreement; Amendments. This Agreement and the other Transaction Documents supersede all other prior oral or written agreements between the Buyers, the Company, the Issuer, their affiliates and Persons acting on their behalf with respect to the matters discussed herein, and this Agreement, the other Transaction Documents and the instruments referenced herein and therein contain the entire understanding of the parties with respect to the matters covered herein and therein and,

except as specifically set forth herein or therein, none of the Company, the Issuer nor any Buyer makes any representation, warranty, covenant or undertaking with respect to such matters. No provision of this Agreement may be amended or waived other than by an instrument in writing signed by the Company, the Issuer and the holders of at least a majority of the aggregate number of shares of Issuer Common Stock issued and issuable under the Notes (without regard to any restriction or limitation on the exchange or redemption of the Notes) and shall include the Lead Investor so long as the Lead Investor or any of its affiliates (the "**Required Holders**") holds any Securities, and any amendment or waiver to this Agreement made in conformity with the provisions of this Section 9(e) shall be binding on all Buyers and holders of Securities as applicable. No such amendment shall be effective to the extent that it applies to less than all of the holders of the applicable Securities then outstanding. No consideration shall be offered or paid to any Person to amend or consent to a waiver or modification of any provision of any of the Transaction Documents unless the same consideration (other than the reimbursement of legal fees) also is offered to all of the parties to the Transaction Documents and the holders of the Notes. The Company and the Issuer have not, directly or indirectly, made any agreements with any Buyers relating to the terms or conditions of the transactions contemplated by the Transaction Documents except as set forth in the Transaction Documents. Without limiting the foregoing, the Company and the Issuer confirm that, except as set forth in this Agreement, no Buyer has made any commitment or promise or has any other obligation to provide any financing to the Company or the Issuer or otherwise.

(f) Notices. Any notices, consents, waivers or other communications required or permitted to be given under the terms of this Agreement or any of the other Transaction Documents must be in writing and will be deemed to have been delivered: (i) upon receipt, when delivered personally; (ii) upon delivery, when sent by facsimile (provided confirmation of transmission is mechanically or electronically generated and kept on file by the sending party); (iii) upon delivery, when sent by electronic mail (provided that the sending party does not receive an automated rejection notice) or (iv) one Business Day after deposit with an overnight courier service, in each case properly addressed to the party to receive the same. The addresses, facsimile numbers and e-mail addresses for such communications shall be:

If to the Company or the Issuer:

Senti Biosciences, Inc. / Senti Holdings, Inc.
2 Corporate Drive, First Floor
South San Francisco, CA 94080
Attention: Chief Executive Officer
[***]

with a copy (for informational purposes only) to:

Gunderson Dettmer Stough Villeneuve Franklin & Hachigian, LLP
One Bush Plaza, Suite 1200
San Francisco, California 94104

Telephone: (415) 978-9803
Facsimile: (650) 321-2800
Attention: Alexa Belonick, Esq.
Kirt Shuldberg, Esq.
E-mail: [***]
[***]

If to the Transfer Agent:

Continental Stock Transfer & Trust Company
1 State Street, 30th Floor
New York, NY 10004
Telephone: (800) 509-5586

Attention: Stacy Aqui
E-mail: [***]

If to a Buyer, to its address, facsimile number and e-mail address set forth on the Schedule of Buyers, with copies to such Buyer's representatives as set forth on the Schedule of Buyers,

with a copy (for informational purposes only) to:

McDermott Will & Schulte LLP
919 Third Avenue
New York, New York 10022
Telephone: (212) 756-2000
Facsimile: (212) 593-5955
Attention: Eleazer N. Klein, Esq.
David Curtiss, Esq.
E-mail: [***]
[***]

or to such other address, facsimile number and/or e-mail address and/or to the attention of such other Person as the recipient party has specified by written notice given to each other party five (5) days prior to the effectiveness of such change. Written confirmation of receipt (A) given by the recipient of such notice, consent, waiver or other communication, (B) mechanically or electronically generated by the sender's facsimile machine or e-mail containing the time, date, recipient facsimile number and an image of the first page of such transmission or (C) provided by an overnight courier service shall be rebuttable evidence of personal service, receipt by facsimile or receipt from an overnight courier service in accordance with clause (i), (ii) or (iii) above, respectively.

(g) Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns, including any purchasers of the Notes. Neither the Company nor the Issuer shall not assign this Agreement or any rights or obligations hereunder without the prior written consent of the Required Holders, including by way of a Fundamental Transaction (unless the Company and the Issuer are in compliance with the applicable provisions governing Fundamental Transactions set forth in the Notes). A Buyer may assign some or all of its rights hereunder without the consent of the Company or the Issuer, in which event such assignee shall be deemed to be a Buyer hereunder with respect to such assigned rights.

(h) No Third Party Beneficiaries. This Agreement is intended for the benefit of the parties hereto and their respective permitted successors and assigns and is not for the benefit of, nor may any provision hereof be enforced by, any other Person, other than the Indemnitees (as defined below) referred to in Section 9(k), who shall have the right to enforce the obligations of the Company with respect to such section.

(i) Survival. Unless this Agreement is terminated under Section 8, the representations and warranties of the Company, the Issuer and the Buyers contained in Sections 2 and 3, and the agreements and covenants set forth in Sections 4, 5 and 9 shall survive the Closing. Each Buyer shall be responsible only for its own representations, warranties, agreements and covenants hereunder.

(j) Further Assurances. Each party shall do and perform, or cause to be done and performed, all such further acts and things, and shall execute and deliver all such other agreements, certificates, instruments and documents, as are reasonably necessary in order to carry out the intent and accomplish the purposes of this Agreement and the consummation of the transactions contemplated hereby.

(k) Indemnification.

(i) In consideration of each Buyer's execution and delivery of the Transaction Documents and acquiring the Securities thereunder and in addition to all of the Company's and the Issuer's other obligations under the Transaction Documents, the Company and the Issuer shall, jointly and severally, defend, protect, indemnify and hold harmless such Buyer and each other holder of the Securities and all of their stockholders, partners, members, officers, directors, employees and direct or indirect investors and any of the foregoing Persons' agents or other representatives (including, without limitation, those retained in connection with the transactions contemplated by this Agreement) (collectively, the "**Indemnitees**") from and against any and all actions, causes of action, suits, claims, losses, costs, penalties, fees, liabilities and damages, and reasonable and documented expenses in connection therewith (irrespective of whether any such Indemnitee is a party to the action for which indemnification hereunder is sought), and including reasonable attorneys' fees and disbursements (the "**Indemnified Liabilities**"), incurred by any Indemnitee as a result of, or arising out of, or relating to (a) any misrepresentation or breach of any representation or warranty made by the Company or the Issuer in the Transaction Documents, (b) any breach of any covenant, agreement or obligation of the Company or the Issuer contained in the Transaction Documents or (c) any cause of action, suit or claim brought or made against such Indemnitee by a third party (including for these purposes a derivative action brought on behalf of the Company or the Issuer, but other than by any affiliate of any Buyer) and arising out of or resulting from (i) the execution, delivery, performance or enforcement of any of the Transaction Documents, (ii) any transaction financed or to be financed in whole or in part, directly or indirectly, with the proceeds of the issuance of the Securities, (iii) the public announcement by the Issuer of the Transaction Documents and/or the issuance of the Securities pursuant to Section 4(j) or (iv) the status of such Buyer or holder of the Securities either as an investor in the Company or the Issuer pursuant to the transactions contemplated by the Transaction Documents or as a party to this Agreement (including, without limitation, as a party in interest or otherwise in any action or proceeding for injunctive or other equitable relief), unless such action is based primarily upon a breach of such Buyer's representations, warranties, or covenants under the Transaction Documents, or any violations by such Buyer of state or federal securities laws or any conduct by such Buyer which constitutes fraud, gross negligence or willful misconduct. To the extent that the foregoing undertaking by the Company or the Issuer may be unenforceable for any reason, the Company and the Issuer shall, jointly and severally, make the maximum contribution to the payment and satisfaction of each of the Indemnified Liabilities which is permissible under applicable law.

(ii) Any person entitled to indemnification hereunder shall (i) give prompt written notice to the indemnifying party of any claim with respect to which it seeks indemnification and (ii) permit such indemnifying party to assume the defense of such claim with counsel reasonably satisfactory to the indemnified party; provided that any person entitled to indemnification hereunder shall have the right to employ separate counsel and to participate in the defense of such claim, but the fees and expenses of such counsel shall be at the expense of such person unless (a) the indemnifying party has agreed in writing to pay such fees or expenses, (b) the indemnifying party shall have failed to assume the defense of such claim and employ counsel reasonably satisfactory to such person or (c) in the reasonable judgment of any such person, based upon written advice of its counsel, a conflict of interest exists between such person and the indemnifying party with respect to such claims (in which case, if the person notifies the indemnifying party in writing that such person elects to employ separate counsel at the expense of the indemnifying party, the indemnifying party shall not have the right to assume the defense of such claim on behalf of such person); and provided, further, that the failure of any indemnified party to give written notice as provided herein shall not relieve the indemnifying party of its obligations hereunder, except to the extent that such failure to give notice shall materially adversely affect the indemnifying party in the defense of any such claim or litigation. It is understood that the indemnifying party shall not, in connection with any proceeding in the same jurisdiction, be liable for fees or expenses of more than one separate firm of attorneys at any time for all such indemnified parties. No indemnifying

party will, except with the consent of the indemnified party, which consent shall not be unreasonably withheld, conditioned or delayed, consent to entry of any judgment or enter into any settlement unless such judgment or settlement (i) imposes no liability or obligation on, (ii) includes as an unconditional term thereof the giving of a complete, explicit and unconditional release from the party bringing such indemnified claims of all liability of the indemnified party and its affiliates in respect of such claim or litigation in favor of, and (iii) does not include any admission of fault, culpability, wrongdoing, or wrongdoing or malfeasance by or on behalf of, the indemnified party. No indemnified party will, except with the consent of the indemnifying party, which consent shall not be unreasonably withheld, conditioned or delayed, consent to entry of any judgment or enter into any settlement of any action for which such indemnified party is seeking indemnification hereunder.

(l) Construction. The language used in this Agreement will be deemed to be the language chosen by the parties to express their mutual intent, and no rules of strict construction will be applied against any party. No specific representation or warranty shall limit the generality or applicability of a more general representation or warranty. Each and every reference to share prices, shares of Issuer Common Stock and any other numbers in this Agreement that relate to the Issuer Common Stock shall be automatically adjusted for any stock splits, stock dividends, stock combinations, recapitalizations or other similar transactions that occur with respect to the Issuer Common Stock after the date of this Agreement.

(m) Remedies. Each Buyer and each holder of the Securities shall have all rights and remedies set forth in the Transaction Documents and all rights and remedies which such holders have been granted at any time under any other agreement or contract and all of the rights which such holders have under any law. Any Person having any rights under any provision of this Agreement shall be entitled to enforce such rights specifically (without posting a bond or other security), to recover damages by reason of any breach of any provision of this Agreement and to exercise all other rights granted by law. Furthermore, the Company and the Issuer recognize that in the event that such entity fails to perform, observe, or discharge any or all of its obligations under the Transaction Documents, any remedy at law may prove to be inadequate relief to the Buyers. The Company and the Issuer therefore agree that any Buyers shall be entitled to seek specific performance and/or temporary and permanent injunctive relief in any such case without the necessity of proving actual damages and without posting a bond or other security.

(n) Exercise of Rights. Notwithstanding anything to the contrary contained in (and without limiting any similar provisions of) the Transaction Documents, whenever any Buyer exercises a right, election, demand or option under a Transaction Document and the Company or the Issuer does not timely perform its related obligations within the periods therein provided, then such Buyer may continue to exercise its other rights, elections, demands and options hereunder and under any other Transaction Document from time to time as if such original right, election, demand or option had not been exercised without prejudice to its future actions, rights and remedies.

(o) Payment Set Aside. To the extent that the Company or the Issuer makes a payment or payments to the Buyers hereunder or pursuant to any of the other Transaction Documents or the Buyers enforce or exercise their rights hereunder or thereunder, and such payment or payments or the proceeds of such enforcement or exercise or any part thereof are subsequently invalidated, declared to be fraudulent or preferential, set aside, recovered from, disgorged by or are required to be refunded, repaid or otherwise restored to the Company or the Issuer, a trustee, receiver or any other Person under any law (including, without limitation, any bankruptcy law, foreign, state or federal law, common law or equitable cause of action), then to the extent of any such restoration the obligation or part thereof originally intended to be satisfied shall be revived and continued in full force and effect as if such payment had not been made or such enforcement or setoff had not occurred.

(p) Independent Nature of Buyers' Obligations and Rights. The obligations of each Buyer under any Transaction Document are several and not joint with the obligations of any other Buyer, and no Buyer shall be responsible in any way for the performance of the obligations of any other Buyer under any Transaction Document. Nothing contained herein or in any other Transaction Document, and no action taken by any Buyer pursuant hereto or thereto, shall be deemed to constitute the Buyers as, and the Company and the Issuer acknowledge, and each Buyer confirms, that the Buyers do not so constitute, a partnership, an association, a joint venture or any other kind of entity, or create a presumption that the

Buyers are in any way acting in concert or as a group, and the Company and the Issuer shall not assert any such claim with respect to such obligations or the transactions contemplated by the Transaction Documents and the Company and the Issuer acknowledge, and each Buyer confirms, that the Buyers are not acting in concert or as a group with respect to such obligations or the transactions contemplated by the Transaction Documents. The Company and the Issuer acknowledge and each Buyer confirms that it has independently participated in the negotiation of the transaction contemplated hereby with the advice of its own counsel and advisors. Each Buyer shall be entitled to independently protect and enforce its rights, including, without limitation, the rights arising out of this Agreement or out of any other Transaction Documents, and it shall not be necessary for any other Buyer to be joined as an additional party in any proceeding for such purpose. The use of a single agreement to effectuate the purchase and sale of the Securities contemplated hereby was solely in the control of the Company and the Issuer, not the action or decision of any Buyer, and was done solely for the convenience of the Company and the Issuer and not because it was required or requested to do so by any Buyer. It is expressly understood and agreed that each provision contained in this Agreement and in each other Transaction Document is between the Company, the Issuer and a Buyer, solely, and not between the Company, the Issuer and the Buyers collectively and not between and among the Buyers.

[Signature Page Follows]

IN WITNESS WHEREOF, each Buyer, the Company and the Issuer have caused their respective signature page to this Securities Purchase Agreement to be duly executed as of the date first written above.

COMPANY:

SENTI HOLDINGS, INC.

By: /s/ Timothy Lu

Name: Timothy Lu

Title: Chief Executive Officer

SENTI BIOSCIENCES, INC.

By: /s/ Timothy Lu

Name: Timothy Lu

Title: Chief Executive Officer

SENTI BIOSCIENCES HOLDINGS, INC.

By: Senti Biosciences, Inc., its sole stockholder

By: /s/ Timothy Lu

Name: Timothy Lu

Title: Chief Executive Officer

IN WITNESS WHEREOF, each Buyer, the Company, Senti Biosciences, Inc. and Senti Biosciences Holdings, Inc. have caused their respective signature page to this Securities Purchase Agreement to be duly executed as of the date first written above.

BUYER:

CPIF II-7 LIMITED

By: /s/ John Cullinane

Name: John Cullinane

Title: Authorized signatory

Maximum Percentage:	☐	4.99%
	☐	9.80%

[Signature Page to Securities Purchase Agreement]

SCHEDULE OF BUYERS

EXHIBITS

Exhibit A	Form of Note
Exhibit B	Form of Guarantee
Exhibit C	Form of Security Agreement
Exhibit D	Form of Registration Rights Agreement
Exhibit E	Form of Irrevocable Transfer Agent Instructions
Exhibit F	Form of Opinion of Company's Counsel
Exhibit G-1	Form of Company's Secretary's Certificate
Exhibit G-2	Form of Issuer's Secretary's Certificate
Exhibit H	Form of Officer's Certificate
Exhibit I	Form of Voting Agreement

[FORM OF SENIOR SECURED CONVERTIBLE NOTE]

NEITHER THE ISSUANCE AND SALE OF THE SECURITIES REPRESENTED BY THIS CERTIFICATE NOR THE SECURITIES INTO WHICH THESE SECURITIES ARE EXCHANGEABLE OR CONVERTIBLE HAVE BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR APPLICABLE STATE SECURITIES LAWS. THE SECURITIES MAY NOT BE OFFERED FOR SALE, SOLD, TRANSFERRED OR ASSIGNED (I) IN THE ABSENCE OF (A) AN EFFECTIVE REGISTRATION STATEMENT FOR THE SECURITIES UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR (B) AN OPINION OF COUNSEL SELECTED BY THE HOLDER, IN A FORM REASONABLY ACCEPTABLE TO THE COMPANY (IF REQUESTED BY THE COMPANY), THAT REGISTRATION IS NOT REQUIRED UNDER SAID ACT, OR (II) UNLESS SOLD OR ELIGIBLE TO BE SOLD PURSUANT TO RULE 144 OR RULE 144A UNDER SAID ACT. NOTWITHSTANDING THE FOREGOING, THE SECURITIES MAY BE PLEDGED IN CONNECTION WITH A BONA FIDE MARGIN ACCOUNT OR OTHER LOAN OR FINANCING ARRANGEMENT SECURED BY THE SECURITIES. ANY TRANSFEREE OF THIS NOTE SHOULD CAREFULLY REVIEW THE TERMS OF THIS NOTE, INCLUDING SECTIONS 19(a) AND 19(e) HEREOF. THE PRINCIPAL AMOUNT REPRESENTED BY THIS NOTE AND, ACCORDINGLY, THE SECURITIES ISSUABLE UPON EXCHANGE OR CONVERSION HEREOF MAY BE LESS THAN THE AMOUNT SET FORTH ON THE FACE HEREOF PURSUANT TO SECTION 19(e) OF THIS NOTE.

Senti Holdings, Inc.

SENIOR SECURED CONVERTIBLE NOTE

Issuance Date: [ ][1] Original Principal Amount: U.S. $[ ]

FOR VALUE RECEIVED, Senti Holdings, Inc., a Delaware corporation (the "**Company**"), hereby promises to pay to [BUYER] or registered assigns (the "**Holder**") in cash and/or in shares of Issuer Common Stock and/or in Company Common Stock the amount set forth above as the Original Principal Amount (as reduced pursuant to the terms hereof pursuant to redemption, exchange, conversion or otherwise, the "**Principal**") when due, whether upon the Maturity Date (as defined below), acceleration, redemption or otherwise (in each case in accordance with the terms hereof) and to pay default interest ("**Interest**") on any outstanding Principal at the applicable Default Rate at any time from the date set out above as the Issuance Date (the "**Issuance Date**") until the same becomes due and payable, whether upon a Default Interest Date (as defined below), the Maturity Date (as defined below), acceleration, exchange, conversion, redemption or otherwise (in each case in accordance with the terms hereof). This Senior Secured Convertible Note (including all Senior Secured Convertible Notes issued in exchange, transfer or replacement hereof, this "**Note**") is one of an issue of Senior Secured

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[1] Insert applicable Closing Date.

Convertible Notes issued pursuant to the Securities Purchase Agreement on one or more Closing Date(s) (collectively, the "**Notes**" and such other Senior Secured Convertible Notes issued on a Closing Date (which, for the avoidance of doubt, may be a different Closing Date than the Closing Date that occurred on the Issuance Date), the "**Other Notes**"). Certain capitalized terms used herein are defined in Section 33.

(1) PAYMENTS OF PRINCIPAL; PREPAYMENT. On the Maturity Date, the Company shall pay to the Holder an amount in cash representing 200% of all outstanding Principal, and accrued and unpaid Interest and accrued, if any. The "**Maturity Date**" shall be [ ][2], as may be extended at the option of the Holder (i) in the event that, and for so long as, an Event of Default (as defined in Section 5(a)) shall have occurred and be continuing on the Maturity Date (as may be extended pursuant to this Section 1) or any event shall have occurred and be continuing on the Maturity Date (as may be extended pursuant to this Section 1) that with the passage of time and the failure to cure would result in an Event of Default and (ii) through the date that is ten (10) Business Days after the consummation of a Change of Control in the event that a Change of Control is publicly announced or a Change of Control Notice (as defined in Section 6(c)) is delivered prior to the Maturity Date. Other than as specifically permitted by this Note, the Company may not prepay any portion of the outstanding Principal, accrued and unpaid Interest.

(2) INTEREST. No Interest shall accrue hereunder unless and until an Event of Default has occurred. From and after the occurrence and during the continuance of any Event of Default, Interest shall accrue hereunder at a rate of twelve percent (12.0%) per annum (the "**Default Rate**") and shall be computed on the basis of a 360-day year and twelve 30-day months and shall be payable in arrears on the first Business Day of the calendar month immediately succeeding the month during which an Event of Default has occurred or is continuing, as applicable (a "**Default Interest Date**"). Accrued and unpaid Interest, if any, shall also be payable as part of the Conversion Amount upon any redemption or conversion hereunder occurring prior to a Default Interest Date. In the event that such Event of Default is subsequently cured or waived in writing by the Holder (and no other Event of Default then exists, including, without limitation, for the Company's failure to pay such Interest at the Default Rate on the applicable Default Interest Date), Interest shall cease to accrue hereunder as of the calendar day immediately following the date of such cure or waiver; provided that Interest as calculated and unpaid during the continuance of such Event of Default shall continue to apply to the extent relating to the days after the occurrence of such Event of Default through and including the date of such cure or waiver of such Event of Default.

(3) EXCHANGE OF NOTES. At any time or times after the Issuance Date, this Note shall be exchangeable into validly issued, fully paid and nonassessable shares of Issuer Common Stock, on the terms and conditions set forth in this Section 3.

(a) Exchange Right. Subject to the provisions of Section 3(e), at any time or times on or after the Issuance Date and ending on the date immediately preceding the Maturity Date, the Holder shall be entitled to exchange all or any portion of the outstanding and unpaid Outstanding Amount, as selected by the Holder, into validly issued, fully paid and nonassessable shares of Issuer Common Stock in accordance with Section 3(c), at the Exchange / Conversion Price. The Issuer shall not issue any fraction of a share of Issuer Common Stock upon any exchange. If the issuance would result in the issuance of a fraction of a share of Issuer Common Stock, the Issuer shall round such fraction of a share of Issuer Common Stock up to the nearest whole share. The Issuer shall pay any and all transfer, stamp, issuance and similar taxes,

[2] Insert date that is the first Business Day immediately following the date that is six (6) months immediately following the Initial Closing Date.

costs and expenses (including, without limitation, fees and expenses of the Issuer's transfer agent (the "**Transfer Agent**")) that may be payable with respect to the issuance and delivery of Issuer Common Stock upon exchange of any Outstanding Amount.

(b) Exchange Rate. The number of shares of Issuer Common Stock issuable upon exchange of any Outstanding Amount pursuant to Section 3(a) shall be determined by dividing (x) such Outstanding Amount by (y) the Exchange / Conversion Price.

(c) Mechanics of Exchange.

(i) Optional Exchange. To exchange any Outstanding Amount into shares of Issuer Common Stock on any date (an "**Exchange Date**"), the Holder shall (A) transmit by electronic mail (or otherwise deliver), for delivery on or prior to 11:59 p.m., New York time, on such date, a copy of an executed notice of exchange in the form attached hereto as Exhibit I (an "**Exchange Notice**") to the Issuer and (B) if required by Section 19(e), but without delaying the Issuer's requirement to deliver shares of Issuer Common Stock on the applicable Issuer Share Delivery Date (as defined below), surrender this Note to a common carrier for delivery to the Issuer as soon as practicable on or following the applicable Exchange Date on which the Holder submitted an Exchange Notice to the Issuer electing to exchange the full Outstanding Amount represented by this Note (or an indemnification undertaking with respect to the Note in the case of its loss, theft, destruction or mutilation in compliance with the procedures set forth in Section 19(b)). No ink-original Exchange Notice shall be required, nor shall any medallion guarantee (or other type of guarantee or notarization) of any Exchange Notice be required. On or before the first (1st) Trading Day following the date of delivery of an Exchange Notice, the Issuer shall transmit by electronic mail a confirmation of receipt of such Exchange Notice to the Holder and Transfer Agent, which confirmation shall constitute an instruction to the Transfer Agent to process such Exchange Notice in accordance with the terms therein. On or before the earlier of (i) the first (1st) Trading Day and (ii) the number of Trading Days comprising the Standard Settlement Period, in each case, following the date on which the Holder has delivered an Exchange Notice to the Issuer (a "**Issuer Share Delivery Date**"), the Issuer shall (x) provided that the Transfer Agent is participating in the Depository Trust Issuer ("**DTC**") Fast Automated Securities Transfer Program and either (A) the Exchange Shares are subject to an effective resale registration statement in favor of the Holder or (B) if exchanged at a time when Rule 144 would be available for resale of the Exchange Shares by the Holder, credit such aggregate number of Exchange Shares to which the Holder is entitled pursuant to such exchange to the Holder's or its designee's balance account with DTC through its Deposit / Withdrawal At Custodian system, or (y) if (A) the Transfer Agent is not participating in the DTC Fast Automated Securities Transfer Program or (B) the Exchange Shares are not subject to an effective resale registration statement in favor of the Holder and, if exchanged at a time when Rule 144 would not be available for resale of the Exchange Shares by the Holder, to issue and deliver to the address as specified in the Exchange Notice, a certificate, registered in the name of the Holder or its designee, for the number of shares of Issuer Common Stock to which the Holder shall be entitled pursuant to such exchange. If this Note is physically surrendered for exchange as required by Section 19(e) and the outstanding Principal of this Note is greater than the Principal portion of the Outstanding Amount being exchanged, then the Issuer shall as soon as practicable and in no event later than two (2) Business Days after delivery of this Note and at its own expense, issue and deliver to the Holder (or its designee) a new Note (in accordance with Section 19(d)) representing the outstanding Principal not exchanged. The Person or Persons entitled to receive the shares of Issuer Common Stock issuable upon an exchange of this Note shall be treated for all purposes as the record holder or holders of such shares of Issuer Common Stock on the applicable Exchange Date,

irrespective of the date such Exchange Shares are credited to the Holder's account with DTC or the date of delivery of the certificates evidencing such Exchange Shares, as the case may be. The Issuer's obligations to issue and deliver shares of Issuer Common Stock in accordance with the terms and subject to the conditions hereof are absolute and unconditional, irrespective of any action or inaction by the Holder to enforce the same, any waiver or consent with respect to any provision hereof, the recovery of any judgment against any Person or any action to enforce the same, or any setoff, counterclaim, recoupment, limitation or termination. Notwithstanding anything to the contrary contained in this Note or the Registration Rights Agreement, after the effective date of the Registration Statement and prior to the Holder's receipt of the notice of an Allowed Delay (as defined in the Registration Rights Agreement), the Issuer shall cause the Transfer Agent to deliver unlegended shares of Issuer Common Stock to the Holder (or its designee) in connection with any sale of Registrable Securities with respect to which the Holder has entered into a contract for sale, and delivered a copy of the prospectus included as part of the particular Registration Statement to the extent applicable, and for which the Holder has not yet settled. While any Notes are outstanding, the Company shall use a transfer agent that participates in the DTC Fast Automated Securities Transfer Program.

(ii) Issuer's Failure to Timely Exchange. If the Issuer shall fail on or prior to the applicable Issuer Share Delivery Date either (A) to issue and deliver a certificate to the Holder, if the Transfer Agent is not participating in the DTC Fast Automated Securities Transfer Program or if exchanged at a time when the Exchange Shares are not subject to an effective resale registration statement in favor of the Holder and when Rule 144 would not be available for resale of the Exchange Shares by the Holder, or credit the Holder's balance account with DTC, if the Transfer Agent is participating in the DTC Fast Automated Securities Transfer Program and the Exchange Shares are subject to an effective resale registration statement in favor of the Holder or are exchanged at a time when Rule 144 would be available for resale of the Exchange Shares by the Holder, for the number of shares of Issuer Common Stock to which the Holder is entitled upon the Holder's exchange of any Outstanding Amount or (B) if the Registration Statement covering the resale of the shares of Issuer Common Stock that are the subject of the Exchange Notice (the "**Unavailable Exchange Shares**") is not available for the resale of such Unavailable Exchange Shares and the Company or the Issuer fails to promptly, but in no event later than as required pursuant to the Registration Rights Agreement (x) so notify the Holder and (y) deliver the shares of Issuer Common Stock electronically without any restrictive legend by crediting such aggregate number of shares of Issuer Common Stock to which the Holder is entitled pursuant to such exchange to the Holder's or its designee's balance account with DTC through its Deposit/Withdrawal At Custodian system (the events described in the immediately foregoing clauses (A) and (B) are hereinafter referred as an "**Exchange Failure**"), then, in addition to all other remedies available to the Holder (A) an Event of Default shall have occurred under Section 5(a)(iv)(A) and (B) the Holder, upon written notice to the Issuer, may void its Exchange Notice with respect to, and retain or have returned, as the case may be, any portion of this Note that has not been exchanged pursuant to such Exchange Notice; provided that the voiding of an Exchange Notice shall not affect the Issuer's obligations to make any payments which have accrued prior to the date of such notice pursuant to this Section 3(c)(ii) or otherwise. In addition to the foregoing, if on or prior to the applicable Issuer Share Delivery Date either (A) the Issuer shall fail (I) to issue and deliver a certificate to the Holder, if the Transfer Agent is not participating in the DTC Fast Automated Securities Transfer Program or the Exchange Shares are not subject to an effective resale registration statement in favor of the Holder and are exchanged at a time when Rule 144 would not be available for resale of the Exchange Shares by the Holder, or (II) credit the Holder's balance account with DTC, if the Transfer Agent is

participating in the DTC Fast Automated Securities Transfer Program and either (1) the Exchange Shares are subject to an effective resale registration statement in favor of the Holder or (2) are exchanged at a time when Rule 144 would be available for resale of the Exchange Shares by the Holder, for the number of shares of Issuer Common Stock to which the Holder is entitled upon the Holder's exchange of any Outstanding Amount or on any date of the Issuer's obligation to deliver shares of Issuer Common Stock as contemplated pursuant to clause (y) below, and if on or after such Issuer Share Delivery Date the Holder purchases (in an open market transaction or otherwise) shares of Issuer Common Stock corresponding to all or any portion of the number of shares of Issuer Common Stock issuable upon such exchange that the Holder is entitled to receive from the Issuer and has not received from the Issuer in connection with such Exchange Failure (a "**Buy-In**"), then, the Issuer shall, within two (2) Trading Days after the Holder's request and in the Holder's discretion, either (x) pay cash to the Holder in an amount equal to the Holder's total purchase price (including brokerage commissions and other out-of-pocket expenses, if any) for the shares of Issuer Common Stock so purchased (the "**Buy-In Price**"), at which point the Issuer's obligation to issue and deliver such certificate or credit the Holder's balance account with DTC for the shares of Common Stock to which the Holder is entitled upon the Holder's exchange of the Issuer applicable Outstanding Amount shall terminate, or (y) promptly honor its obligation to deliver to the Holder a certificate or certificates representing such shares of Issuer Common Stock or credit the Holder's balance account with DTC for such shares of Issuer Common Stock and pay cash to the Holder in an amount equal to the excess (if any) of the Buy-In Price over the product of (A) such number of shares of Issuer Common Stock, times (B) any trading price of the Issuer Common Stock selected by the Holder in writing as in effect at any time during the period beginning on the applicable Exchange Date and ending on the date of such issuance and payment under this clause (y); provided that, if the Issuer so delivers cash under clause (x) or Issuer Common Stock under clause (y), no Event of Default shall have occurred under Section 5(a)(iv) with respect to any such Exchange Failure. Nothing herein shall limit the Holder's right to pursue any other remedies available to it hereunder, at law or in equity, including, without limitation, a decree of specific performance and/or injunctive relief with respect to the Issuer's failure to timely deliver certificates representing shares of Issuer Common Stock (or to electronically deliver such shares of Issuer Common Stock) upon the exchange of this Note as required pursuant to the terms hereof. Notwithstanding the foregoing, the Issuer shall not incur Indebtedness to pay the Buy-In Price and the Buy-In Price shall not constitute Permitted Indebtedness.

(iii) Pro Rata Exchange; Disputes. In the event that the Issuer receives an Exchange Notice from the Holder and one or more holder of Other Notes for the same Exchange Date and the Issuer can exchange some, but not all, of such portions of the Notes submitted for exchange, the Issuer, subject to Section 3(e), shall exchange from the Holder and each holder of Other Notes electing to have Notes exchanged on such date, a pro rata amount of such holder's portion of the Note and the Other Notes submitted for exchange based on the Principal amount of this Note and the Other Notes submitted for exchange on such date by such holder relative to the aggregate Principal amount of this Note and principal amounts of all Other Notes submitted for exchange on such date. In the event of a dispute as to the number of shares of Issuer Common Stock issuable to the Holder in connection with an exchange of this Note, the Issuer shall issue to the Holder the number of shares of Issuer Common Stock not in dispute and resolve such dispute in accordance with Section 24.

(d) Mandatory Exchange. If on any applicable date of determination occurring following the Stockholder Approval Date, (i) the Required Holders deliver to the Issuer one or more Exchange Notice(s) to exchange at least a majority of the aggregate principal

amount of the Notes then outstanding or (ii) the Company consummates the CVR Closing (any such date, the "**Mandatory Exchange Trigger Date**"), the Issuer shall, then, have the right (but not the obligation) to require the Holder and the holders of the Other Notes to exchange all, but not less than all, of the Outstanding Amount then remaining outstanding under this Note and the Outstanding Amount (as defined in the Other Notes) remaining outstanding under the Other Notes, as designated in the Mandatory Exchange Notice (as defined below) relating to the Mandatory Exchange on the Mandatory Exchange Date into fully paid, validly issued and nonassessable shares of Issuer Common Stock at the Exchange / Conversion Price as of the Mandatory Exchange Date (a "**Mandatory Exchange**"). The Issuer may exercise its right to require exchange under this Section 3(d) by delivering within not more than two (2) Trading Days following the Mandatory Exchange Trigger Date a written notice thereof by electronic mail to the Holder, the holders of the Other Notes, the Company and the Transfer Agent (a "**Mandatory Exchange Notice**" and the date the Issuer delivers to the Holder, the holders of Other Notes, the Company and the Transfer Agent such notice is referred to as a "**Mandatory Exchange Notice Date**"). Each Mandatory Exchange Notice shall be irrevocable. Each Mandatory Exchange Notice shall (i) (a) state on what date the Mandatory Exchange Trigger Date has occurred, (b) state the Trading Day on which the applicable Mandatory Exchange shall occur, which Trading Day shall be the fifth (5th) Trading Day following the applicable Mandatory Exchange Notice Date (a "**Mandatory Exchange Date**"), (c) state the aggregate Outstanding Amount of this Note and the aggregate Outstanding Amount (as defined in the Other Notes) of the Notes which the Issuer has elected to be subject to such Mandatory Exchange from the Holder and the holders of the Other Notes pursuant to this Section 3(d) and analogous provisions under the Other Notes and (d) state the number of shares of Issuer Common Stock to be issued to the Holder on the Mandatory Exchange Date. On the Mandatory Exchange Date the Issuer shall deliver or shall cause to be delivered to the Holder (1) the number of shares of Issuer Common Stock the Holder is entitled to pursuant to Section 3 (provided, however, that to the extent that the Holder will be entitled to receive upon any Mandatory Exchange a number of shares of Issuer Common Stock which would result in the Holder and the other Attribution Parties exceeding the Maximum Percentage, then the Holder shall not be entitled to such shares of Issuer Common Stock upon a Mandatory Exchange to such extent (and shall not be entitled to beneficial ownership of such shares of Issuer Common Stock as a result of such Mandatory Exchange (and beneficial ownership) to such extent) and the portion of the shares of Issuer Common Stock issuable to the Holder pursuant to such Mandatory Exchange shall be held in abeyance for the Holder until such time or times as its right thereto would not result in the Holder and the other Attribution Parties exceeding the Maximum Percentage, at which time or times the Holder shall be granted such shares of Issuer Common Stock (and any right to receive shares of Issuer Common Stock under this Section 3(d) to be held similarly in abeyance) to the same extent as if there had been no such limitation). Notwithstanding anything to the contrary in this Section 3(d), until the Mandatory Exchange has occurred, the Outstanding Amount subject to the Mandatory Exchange may be exchanged, in whole or in part, by the Holder pursuant to Section 3 and/or converted, in whole or in part, by the Holder pursuant to Section 4. All Outstanding Amounts exchanged by the Holder after the Mandatory Exchange Notice Date shall reduce the Outstanding Amount of this Note required to be exchanged on the Mandatory Exchange Date. If the Issuer elects to cause a Mandatory Exchange pursuant to this Section 3(d), then it must simultaneously take the same action in the same proportion with respect to the Other Notes.

(e) Exchange Limitations.

(i) Beneficial Ownership. The Holder may notify the Issuer in writing in the event it elects to be subject to the provisions contained in this Section 3(e)(i); however, the Holder shall not be subject to this Section 3(e)(i) unless he, she or it makes such election. If the election is made by the Holder, then, notwithstanding anything to the contrary contained herein, the Issuer shall not issue any shares of Issuer Common Stock pursuant to the

terms of this Note, and the Holder shall not have the right to any shares of Issuer Common Stock otherwise issuable pursuant to the terms of this Note and any such issuance shall be null and void and treated as if never made, to the extent that after giving effect to such issuance, the Holder together with the other Attribution Parties collectively would beneficially own in excess of the Maximum Percentage of the number of shares of Issuer Common Stock outstanding immediately after giving effect to such issuance. For purposes of the foregoing sentence, the aggregate number of shares of Issuer Common Stock beneficially owned by the Holder and the other Attribution Parties shall include the number of shares of Issuer Common Stock held by the Holder and all other Attribution Parties plus the number of shares of Issuer Common Stock issuable upon exchange of this Note with respect to which the determination of such sentence is being made, but shall exclude the number of shares of Issuer Common Stock which would be issuable upon (i) exchange of the remaining, nonexchanged portion of this Note beneficially owned by the Holder or any of the other Attribution Parties and (ii) exercise or exchange of the unexercised, unconverted or nonexchanged portion of any other securities of the Issuer (including, without limitation, any convertible or exchangeable notes or convertible or exchangeable preferred stock or warrants) beneficially owned by the Holder or any other Attribution Party subject to a limitation on conversion, exchange or exercise analogous to the limitation contained in this Section 3(e)(i). For purposes of this Section 3(e)(i), beneficial ownership shall be calculated in accordance with Section 13(d) of the Exchange Act. For purposes of determining the number of outstanding shares of Issuer Common Stock the Holder may acquire upon the conversion or exchange of the Note without exceeding the Maximum Percentage, the Holder may rely on the number of outstanding shares of Issuer Common Stock as reflected in (i) the Issuer's most recent Annual Report on Form 10-K, Quarterly Report on Form 10-Q, Current Report on Form 8-K or other public filing with the SEC, as the case may be, (ii) a more recent public announcement by the Issuer or (iii) any other written notice by the Issuer or the Transfer Agent setting forth the number of shares of Issuer Common Stock outstanding (the "**Reported Outstanding Share Number**"). If the Issuer receives an Exchange Notice from the Holder at a time when the actual number of outstanding shares of Issuer Common Stock is less than the Reported Outstanding Share Number, the Issuer shall notify the Holder in writing of the number of shares of Issuer Common Stock then outstanding and, to the extent that such Exchange Notice would otherwise cause the Holder's beneficial ownership, as determined pursuant to this Section 3(e)(i), to exceed the Maximum Percentage, the Holder shall notify the Issuer of a reduced number of shares of Issuer Common Stock to be purchased pursuant to such Exchange Notice. For any reason at any time, upon the written or oral request of the Holder, the Issuer shall within one (1) Business Day confirm orally and in writing or by electronic mail to the Holder the number of shares of Issuer Common Stock then outstanding. In any case, the number of outstanding shares of Issuer Common Stock shall be determined after giving effect to the exchange, conversion or exercise of securities of the Issuer, including this Note, by the Holder and any other Attribution Party since the date as of which the Reported Outstanding Share Number was reported. In the event that the issuance of shares of Issuer Common Stock to the Holder upon exchange of this Note results in the Holder and the other Attribution Parties being deemed to beneficially own, in the aggregate, more than the Maximum Percentage of the number of outstanding shares of Issuer Common Stock (as determined under Section 13(d) of the Exchange Act), the number of shares so issued by which the Holder's and the other Attribution Parties' aggregate beneficial ownership exceeds the Maximum Percentage (the "**Excess Shares**") shall be deemed null and void and shall be cancelled ab initio and any portion of the Outstanding Amount so exchanged shall be reinstated, and the Holder shall not have the power to vote or to transfer the Excess Shares. Upon delivery of a written notice to the Issuer, the Holder may from time to time increase or decrease the Maximum Percentage to any other percentage not in excess of [•]%[3] as specified in such notice; provided that (i) any such increase in the Maximum Percentage will not be effective until the sixty-first (61st) day after such notice is delivered to the Issuer, (ii) such decrease may not be effected between a Mandatory Exchange Notice Date and

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[3] To be set to any percentage up to 19.99%.

the Mandatory Exchange Date and (iii) any such increase or decrease will apply only to the Holder and the other Attribution Parties and not to any other holder of Notes that is not an Attribution Party of the Holder. For purposes of clarity, the shares of Issuer Common Stock issuable pursuant to the terms of this Note in excess of the Maximum Percentage shall not be deemed to be beneficially owned by the Holder for any purpose including for purposes of Section 13(d) or Rule 16a-1(a)(1) of the Exchange Act. No prior inability to exchange this Note pursuant to this paragraph shall have any effect on the applicability of the provisions of this paragraph with respect to any subsequent determination of exchangeability. The provisions of this paragraph shall be construed and implemented in a manner otherwise than in strict conformity with the terms of this Section 3(e)(i) to the extent necessary to correct this paragraph (or any portion of this paragraph) which may be defective or inconsistent with the intended beneficial ownership limitation contained in this Section 3(e)(i) or to make changes or supplements necessary or desirable to properly give effect to such limitation. The limitation contained in this paragraph may not be waived and shall apply to a successor holder of this Note.

(ii) Principal Market Regulation. The Issuer shall not be obligated to issue any shares of Issuer Common Stock pursuant to the terms of this Note, and the Holder shall not have the right to receive pursuant to the terms of this Note any shares of Issuer Common Stock, to the extent the issuance of such shares of Issuer Common Stock would exceed the aggregate number of shares of Issuer Common Stock which the Issuer may issue pursuant to the terms of the Notes without breaching the Issuer's obligations under the rules or regulations of the Principal Market (the "**Exchange Cap**"), except that such limitation shall not apply in the event that the Issuer obtains the Stockholder Approval for issuances of Issuer Common Stock in excess of such amount. Until the Stockholder Approval is obtained, no Buyer shall be issued in the aggregate, pursuant to the terms of the Notes, shares of Issuer Common Stock in an amount greater than the product of the Exchange Cap multiplied by a fraction, the numerator of which is the Principal amount of Notes issued to such Buyer pursuant to the Securities Purchase Agreement on the Initial Closing Date and the denominator of which is the aggregate principal amount of all Notes issued to the Buyers pursuant to the Securities Purchase Agreement on the Initial Closing Date (with respect to each Buyer, the "**Exchange Cap Allocation**"). In the event that any Buyer shall sell or otherwise transfer any of such Buyer's Notes, the transferee shall be allocated a pro rata portion of such Buyer's Exchange Cap Allocation with respect to such portion of such Notes transferred, and the restrictions of the prior sentence shall apply to such transferee with respect to the portion of the Exchange Cap Allocation allocated to such transferee. In the event that any holder of Notes shall exchange all of such holder's Notes into a number of shares of Issuer Common Stock which, in the aggregate, is less than such holder's Exchange Cap Allocation, then the difference between such holder's Exchange Cap Allocation and the number of shares of Issuer Common Stock actually issued to such holder shall be allocated to the respective Exchange Cap Allocations of the remaining holders of Notes on a pro rata basis in proportion to the aggregate principal amount of the Notes then held by each such holder. In the event that after August 31, 2026, the Issuer is prohibited from issuing any shares of Issuer Common Stock for which an Exchange Notice has been delivered as a result of the operation of this Section 3(e)(ii), the Issuer shall within two (2) Trading Days of the applicable attempted conversion pay cash in exchange for cancellation of the Conversion Amount that is subject to such Conversion Notice, at a price per share of Issuer Common Stock that would have been issuable upon such conversion if this Section 3(e)(ii) were not in effect, equal to the highest Weighted Average Price of the Issuer Common Stock during the period beginning on the date of the applicable Exchange Date and ending on the date the Issuer makes the applicable cash payment.

(f) For the avoidance of doubt, the right to convert this Note into Company Common Stock and the right to exchange this Note for shares of Issuer Common Stock are mutually exclusive. Therefore, if the Holder exercises its right to convert this Note into Company Common Stock (whether in whole or in part), the right to exchange this Note into

shares of Issuer Common Stock shall immediately terminate with respect to the Outstanding Amount subject to such conversion.

(4) CONVERSION OF NOTES. At any time or times after the Issuance Date, but not prior to the completion of the Holding Company Reorganization, this Note shall be convertible into validly issued, fully paid and nonassessable Company Common Stock, on the terms and conditions set forth in this Section 4.

(a) Conversion Right. At any time or times on or after the Issuance Date and ending on the date immediately preceding the Maturity Date, the Holder shall be entitled to convert all or any portion of the outstanding and unpaid Outstanding Amount, as selected by the Holder, into validly issued, fully paid and nonassessable Company Common Stock in accordance with Section 4(c), at the Exchange / Conversion Price. The Company shall not issue any fraction of a share of Company Common Stock upon any conversion. If the issuance would result in the issuance of a fraction of a share of Company Common Stock, the Company shall round such fraction of a share of Company Common Stock up to the nearest whole share. The Company shall pay any and all transfer, stamp, issuance and similar taxes, costs and expenses (including, without limitation, fees and expenses of the Company’s transfer agent (the "**Transfer Agent**")), if any, that may be payable with respect to the issuance and delivery of Company Common Stock upon conversion of any Outstanding Amount.

(b) Conversion Rate. The number of Company Common Stock issuable upon conversion of any Outstanding Amount pursuant to Section 4(a) shall be determined by dividing (x) such Outstanding Amount by (y) the Exchange / Conversion Price.

(c) Mechanics of Conversion.

(i) Optional Conversion. To convert any Outstanding Amount into Company Common Stock on any date (a "**Conversion Date**"), the Holder shall (A) transmit by electronic mail (or otherwise deliver), for delivery on or prior to 11:59 p.m., New York time, on such date, a copy of an executed notice of conversion in the form attached hereto as Exhibit II (a "**Conversion Notice**") to the Company and (B) if required by Section 19(e), but without delaying the Company’s requirement to deliver Company Common Stock on the applicable Company Share Delivery Date (as defined below), surrender this Note to a common carrier for delivery to the Company as soon as practicable on or following the applicable Conversion Date on which the Holder submitted a Conversion Notice to the Company electing to convert the full Outstanding Amount represented by this Note (or an indemnification undertaking with respect to the Note in the case of its loss, theft, destruction or mutilation in compliance with the procedures set forth in Section 19(b). No ink-original Conversion Notice shall be required, nor shall any medallion guarantee (or other type of guarantee or notarization) of any Conversion Notice be required. On or before the first (1st) Trading Day following the date of delivery of a Conversion Notice, the Company shall transmit by electronic mail a confirmation of receipt of such Conversion Notice to the Holder and Transfer Agent, if any, which confirmation shall constitute an instruction to the Transfer Agent to process such Conversion Notice in accordance with the terms therein. On or before the first (1st) Trading Day following the date on which the Holder has delivered a Conversion Notice to the Company (a “**Company Share Delivery Date**"), the Company shall issue and deliver to the address as specified in the Conversion Notice, a certificate, registered in the name of the Holder or its designee, for the number of Company Common Stock to which the Holder shall be entitled pursuant to such conversion. If this Note is physically surrendered for conversion as required by Section 19(e) and the outstanding Principal of this Note is greater than the Principal portion of the Outstanding Amount being converted, then the Company shall as soon as practicable and in no event later than two

(2) Business Days after delivery of this Note and at its own expense, issue and deliver to the Holder (or its designee) a new Note (in accordance with Section 19(d)) representing the outstanding Principal not converted. The Company's obligations to issue and deliver Company Common Stock in accordance with the terms and subject to the conditions hereof are absolute and unconditional, irrespective of any action or inaction by the Holder to enforce the same, any waiver or consent with respect to any provision hereof, the recovery of any judgment against any Person or any action to enforce the same, or any setoff, counterclaim, recoupment, limitation or termination.

(ii) Company's Failure to Timely Convert. If the Company shall fail on or prior to the applicable Company Share Delivery Date to issue and deliver a certificate to the Holder for the number of Company Common Stock to which the Holder is entitled upon the Holder's conversion of any Outstanding Amount (a "**Conversion Failure**"), then, in addition to all other remedies available to the Holder (A) an Event of Default shall have occurred under Section 5(a)(iv)(B) and (B) the Holder, upon written notice to the Company, may void its Conversion Notice with respect to, and retain or have returned, as the case may be, any portion of this Note that has not been converted pursuant to such Conversion Notice; provided that the voiding of a Conversion Notice shall not affect the Company's obligations to make any payments which have accrued prior to the date of such notice pursuant to this Section 4(c)(ii) or otherwise. Nothing herein shall limit the Holder's right to pursue any other remedies available to it hereunder, at law or in equity, including, without limitation, a decree of specific performance and/or injunctive relief with respect to the Company's failure to timely deliver certificates representing Company Common Stock upon the conversion of this Note as required pursuant to the terms hereof.

(iii) Pro Rata Conversion; Disputes. In the event that the Company receives a Conversion Notice from the Holder and one or more holder of Other Notes for the same Conversion Date and the Company can exchange some, but not all, of such portions of the Notes submitted for conversion, the Company shall convert from the Holder and each holder of Other Notes electing to have Notes converted on such date, a pro rata amount of such holder's portion of the Note and the Other Notes submitted for conversion based on the Principal amount of this Note and the Other Notes submitted for conversion on such date by such holder relative to the aggregate Principal amount of this Note and principal amounts of all Other Notes submitted for conversion on such date. In the event of a dispute as to the number of Company Common Stock issuable to the Holder in connection with a conversion of this Note, the Company shall issue to the Holder the number of Company Common Stock not in dispute and resolve such dispute in accordance with Section 24.

(d) Mandatory Conversion. If on any applicable date of determination occurring following the Issuance Date, (i) the Required Holders deliver to the Company one or more Conversion Notice(s) to convert at least a majority of the aggregate principal amount of the Notes then outstanding or (ii) the Company consummates the CVR Closing and the Notes are not exchanged pursuant to Section (d)(ii) because the Stockholder Approval Date has not yet occurred (such date, the "**Mandatory Conversion Trigger Date**"), the Company shall, then, have the right (but not the obligation) to require the Holder and the holders of the Other Notes to convert all, but not less than all, of the Outstanding Amount then remaining outstanding under this Note and the Outstanding Amount (as defined in the Other Notes) remaining outstanding under the Other Notes, as designated in the Mandatory Conversion Notice (as defined below) relating to the Mandatory Conversion on the Mandatory Conversion Date into fully paid, validly issued and nonassessable Company Common Stock at the Exchange / Conversion Price as of the Mandatory Conversion Date (a "**Mandatory Conversion**"). The Company may exercise its right to require convert under this Section 4(d) by delivering within not more than two (2)

Trading Days following the Mandatory Conversion Trigger Date a written notice thereof by electronic mail to the Holder, the holders of the Other Notes, the Company and the Transfer Agent (a "**Mandatory Conversion Notice**" and the date the Company delivers to the Holder, the holders of Other Notes, the Company and the Transfer Agent such notice is referred to as a "**Mandatory Conversion Notice Date**"). Each Mandatory Conversion Notice shall be irrevocable. Each Mandatory Conversion Notice shall (i) (a) state on what date the Mandatory Conversion Trigger Date has occurred, (b) state the Trading Day on which the applicable Mandatory Conversion shall occur, which Trading Day shall be the fifth (5th) Trading Day following the applicable Mandatory Conversion Notice Date (a "**Mandatory Conversion Date**"), (c) state the aggregate Outstanding Amount of this Note and the aggregate Outstanding Amount (as defined in the Other Notes) of the Notes which the Company has elected to be subject to such Mandatory Conversion from the Holder and the holders of the Other Notes pursuant to this Section 4(d) and analogous provisions under the Other Notes and (d) state the number of Company Common Stock to be issued to the Holder on the Mandatory Conversion Date. On the Mandatory Conversion Date the Company shall deliver or shall cause to be delivered to the Holder (1) the number of Company Common Stock the Holder is entitled to pursuant to Section 4. Notwithstanding anything to the contrary in this Section 4(d), until the Mandatory Conversion has occurred, the Outstanding Amount subject to the Mandatory Conversion may be converted, in whole or in part, by the Holder pursuant to Section 4 and/or exchanged, in whole or in part, by the Holder pursuant to Section 3. All Outstanding Amounts converted by the Holder after the Mandatory Conversion Notice Date shall reduce the Outstanding Amount of this Note required to be converted on the Mandatory Conversion Date. If the Company elects to cause a Mandatory Conversion pursuant to this Section 4(d), then it must simultaneously take the same action in the same proportion with respect to the Other Notes.

(e) For the avoidance of doubt, the right to exchange this Note for shares of Issuer Common Stock and the right to convert this Note into Company Common Stock are mutually exclusive. Therefore, if the Holder exercises its right to exchange this Note for shares of Issuer Common Stock (whether in whole or in part), the right to convert this Note into Company Common Stock shall immediately terminate with respect to the Outstanding Amount subject to such exchange.

(5) RIGHTS UPON EVENT OF DEFAULT.

(a) Event of Default. Each of the following events shall constitute an "**Event of Default**" and each of the events in clauses (ix), (x) and (vi) shall also constitute a "**Bankruptcy Event of Default**"; provided that, where any action or failure to act by the Lead Investor or any of its Affiliates pursuant to the First Amendment to Sublease Agreement or Letter Agreement contributed in whole or in part to such event that would otherwise constitute an Event of Default, no Event of Default shall be deemed to have occurred or be continuing under this Section 5(a):

(i) the failure of the applicable Registration Statement to be filed with the SEC on or prior to the date that is thirty (30) days after the applicable Filing Deadline (as defined in the Registration Rights Agreement) or the failure of the applicable Registration Statement to be declared effective by the SEC on or prior to the date that is thirty (30) days after the applicable Effectiveness Deadline (as defined in the Registration Rights Agreement);

(ii) while the applicable Registration Statement is required to be maintained effective pursuant to the terms of the Registration Rights Agreement, the effectiveness of the applicable Registration Statement lapses for any reason (including, without limitation, the issuance of a stop order) or such Registration Statement (or the prospectus contained therein) is unavailable to any holder of Registrable Securities for

sale of all of such holder's Registrable Securities in accordance with the terms of the Registration Rights Agreement, and such lapse or unavailability continues for a period of five (5) consecutive Trading Days or for more than an aggregate of ten (10) Trading Days in any 365-day period (excluding days during an Allowed Delay (as defined in the Registration Rights Agreement));

(iii) (A) the suspension of the Issuer Common Stock from trading on an Eligible Market for a period of two (2) consecutive Trading Days or for more than an aggregate of five (5) Trading Days in any 365-day period or (B) the failure of the Issuer Common Stock to be listed on an Eligible Market;

(iv) (A) the Issuer's failure to cure an Exchange Failure by delivery of the required number of shares of Issuer Common Stock within two (2) Trading Days after the applicable Exchange Date, (B) the Company's failure to cure a Conversion Failure by delivery of the required number of Company Common Stock within two (2) Trading Days after the applicable Conversion Date or (C) the Company's or the Issuer's notice, written or oral, to the Holder or any holder of the Other Notes, including by way of public announcement or through any of its agents, at any time, of its intention not to comply with a request for exchange or conversion of this Note or any Other Notes into shares of Issuer Common Stock or Company Common Stock, as applicable, that is tendered in accordance with the provisions of this Note or the Other Notes, other than, in the case of an exchange, pursuant to Section 3(e) (and analogous provisions under the Other Notes);

(v) at any time following the fifth (5th) consecutive Business Day that the Holder's Authorized Share Allocation is less than the Holder's Pro Rata Amount of the applicable Required Reserve Amount (as defined in Section 10(a));

(vi) the Issuer fails to remove any restrictive legend on any certificate or any shares of Issuer Common Stock issued to the Holder upon exchange of this Note as and when required by the Notes or the Securities Purchase Agreement, and any such failure remains uncured for at least two (2) Trading Days; or

(vii) the Company's failure to pay to the Holder any amount of Principal, Interest, Redemption Price or other amounts when and as due under this Note or any other Transaction Document if such failure continues for a period of at least an aggregate of two (2) Business Days;

(viii) any default under (which default is not cured within ten (10) Business Days), redemption of or acceleration prior to maturity of any Indebtedness of the Company, the Issuer or any of their respective Subsidiaries other than with respect to this Note or any Other Notes;

(ix) bankruptcy, insolvency, reorganization or liquidation proceedings or other proceedings for the relief of debtors shall be instituted by or against the Company, the Issuer or any of their respective Subsidiaries and, if instituted against the Company, the Issuer or any of their respective Subsidiaries by a third party, shall not be dismissed within sixty (60) days of their initiation;

(x) the commencement by the Company, the Issuer or any of their respective Subsidiaries of a voluntary case or proceeding under any applicable federal, state or foreign bankruptcy, insolvency, reorganization or other similar law or of any other case or proceeding to be adjudicated a bankrupt or insolvent, or the consent by it to the entry of a decree, order, judgment or other similar document in respect of the

Company, the Issuer or any of their respective Subsidiaries in an involuntary case or proceeding under any applicable federal, state or foreign bankruptcy, insolvency, reorganization or other similar law or to the commencement of any bankruptcy or insolvency case or proceeding against it, or the filing by it of a petition or answer or consent seeking reorganization or relief under any applicable federal, state or foreign law, or the consent by it to the filing of such petition or to the appointment of or taking possession by a custodian, receiver, liquidator, assignee, trustee, sequestrator or other similar official of the Company, the Issuer or any of their respective Subsidiaries or of any substantial part of its property, or the making by it of an assignment for the benefit of creditors, or the execution of a composition of debts, or the occurrence of any other similar federal, state or foreign proceeding, or the admission by it in writing of its inability to pay its debts generally as they become due, the taking of corporate action by the Company, the Issuer or any of their respective Subsidiaries in furtherance of any such action or the taking of any action by any Person to commence a Uniform Commercial Code foreclosure sale or any other similar action under federal, state or foreign law;

(xi) the entry by a court of (i) a decree, order, judgment or other similar document in respect of the Company, the Issuer or any of their respective Subsidiaries of a voluntary or involuntary case or proceeding under any applicable federal, state or foreign bankruptcy, insolvency, reorganization or other similar law or (ii) a decree, order, judgment or other similar document adjudging the Company or any Subsidiary as bankrupt or insolvent, or approving as properly filed a petition seeking liquidation, reorganization, arrangement, adjustment or composition of or in respect of the Company, the Issuer or any of their respective Subsidiaries under any applicable federal, state or foreign law or (iii) a decree, order, judgment or other similar document appointing a custodian, receiver, liquidator, assignee, trustee, sequestrator or other similar official of the Company, the Issuer or any of their respective Subsidiaries or of any substantial part of its property, or ordering the winding up or liquidation of its affairs, and the continuance of any such decree, order, judgment or other similar document or any such other decree, order, judgment or other similar document unstayed and in effect for a period of sixty (60) consecutive days;

(xii) a final judgment or judgments for the payment of money aggregating in excess of $250,000 are rendered against the Company, the Issuer or any of their respective Subsidiaries and which judgments are not, within sixty (60) days after the entry thereof, bonded, discharged or stayed pending appeal, or are not discharged within sixty (60) days after the expiration of such stay; provided, however, that any judgment which is covered by insurance or an indemnity from a credit worthy party shall not be included in calculating the $250,000 amount set forth above so long as the Company or the Issuer, as applicable, provides the Holder a written statement from such insurer or indemnity provider (which written statement shall be reasonably satisfactory to the Holder) to the effect that such judgment is covered by insurance or an indemnity and the Company, the Issuer or any of their respective Subsidiaries, as applicable, will receive the proceeds of such insurance or indemnity within thirty (30) days of the issuance of such judgment;

(xiii) other than as specifically set forth in another clause of this Section 5(a), the Company or the Issuer or any of their respective Subsidiaries breaches any representation, warranty, covenant or other term or condition of any Transaction Document, except, in the case of a breach of a covenant or other term or condition of any Transaction Document which is curable, only if such breach continues for a period of at least an aggregate of ten (10) Business Days;

(xiv) any breach or failure in any respect to comply with either Sections 15 or 16 of this Note which is not cured within ten (10) Business Days;

(xv) any material damage to, or loss, theft or destruction of a material amount of property of the Company, the Issuer or any of their respective Subsidiaries, whether or not insured, or any strike, lockout, labor dispute, embargo, condemnation, act of God or public enemy, or other casualty which causes, for more than thirty (30) consecutive days, the Issuer or any of their respective Subsidiaries, if any such event or circumstance would reasonably be expected to have a Material Adverse Effect;

(xvi) a false or inaccurate certification (including a false or inaccurate deemed certification) by the Company or the Issuer as to whether any Event of Default has occurred;

(xvii) any Material Adverse Effect occurs;

(xviii) other than in connection with the Holding Company Reorganization, any amendment by the Issuer of its Certificate of Incorporation or Bylaws or any amendment by the Company of its Certificate of Formation or Limited Liability Company or any reorganization, transfer of assets, consolidation, merger, scheme of arrangement, dissolution, issue or sale of securities, or any other voluntary action, by which the Company or the Issuer avoids or seeks to avoid the observance or performance by it of any of the terms of this Note;

(xix) the sale, assignment, transfer, conveyance or other disposition. in one or more related transactions, of all or substantially all of the properties and/or assets of the Company to any Person without the prior written consent of the Lead Investor;

(xx) the Holding Company Reorganization shall not have occurred within thirty (30) days of the Initial Closing; or

(xxi) any Event of Default (as defined in the Other Notes) occurs with respect to any Other Notes.

(b) Redemption Right. Upon the occurrence of an Event of Default with respect to this Note or any Other Note, the Company shall within one (1) Business Day deliver written notice thereof via electronic mail and overnight courier (an "**Event of Default Notice**") to the Holder. At any time after the earlier of the Holder's receipt of an Event of Default Notice and the Holder becoming aware of an Event of Default, the Holder may require the Company to redeem (an "**Event of Default Redemption**") all or any portion of this Note by delivering written notice thereof (the "**Event of Default Redemption Notice**") to the Company, which Event of Default Redemption Notice shall indicate the portion of this Note the Holder is electing to require the Company to redeem. Each portion of this Note subject to redemption by the Company pursuant to this Section 5(b) shall be redeemed by the Company in cash by wire transfer of immediately available funds at a price equal to the greater of (x) 200% of the Outstanding Amount being redeemed and (y) the product of (A) the Outstanding Amount being redeemed and (B) the quotient determined by dividing (I) the greatest Closing Sale Price of the shares of Issuer Common Stock during the period beginning on the date immediately preceding such Event of Default and ending on the date the Holder delivers the Event of Default Redemption Notice, by (II) the lowest Exchange / Conversion Price in effect during such period (the "**Event of Default Redemption Price**"). Redemptions required by this Section 5(b) shall be made in accordance with the provisions of Section 11. To the extent redemptions required by this Section 5(b) are deemed or determined by a court of competent jurisdiction to be

prepayments of the Note by the Company, such redemptions shall be deemed to be voluntary prepayments. Notwithstanding anything to the contrary in this Section 5, but subject to Section 3(e), until the Event of Default Redemption Price is paid in full, the Outstanding Amount submitted for redemption under this Section 5(b) may be exchanged, in whole or in part, by the Holder for Issuer Common Stock pursuant to Section 3 and/or converted, in whole or in part, by the Holder into Company Common Stock pursuant to Section 4. The parties hereto agree that in the event of the Company's redemption of any portion of the Note under this Section 5(b), the Holder's damages would be uncertain and difficult to estimate because of the parties' inability to predict future interest rates and the uncertainty of the availability of a suitable substitute investment opportunity for the Holder. Accordingly, any Event of Default redemption premium due under this Section 5(b) is intended by the parties to be, and shall be deemed, a reasonable estimate of the Holder's actual loss of its investment opportunity and not as a penalty.

(c) Mandatory Redemption upon Bankruptcy Event of Default. Notwithstanding anything to the contrary herein, and notwithstanding any exchange or conversion that is then required or in process, upon any Bankruptcy Event of Default, whether occurring prior to or following the Maturity Date, the Company shall immediately pay to the Holder an amount in cash representing 200% of all outstanding Principal, accrued and unpaid Interest, if any, on such Principal and Interest, in addition to any and all other amounts due hereunder (the "**Bankruptcy Event of Default Redemption Price**"), without the requirement for any notice or demand or other action by the Holder or any other Person; provided that the Holder may, in its sole discretion, waive such right to receive payment upon a Bankruptcy Event of Default, in whole or in part, and any such waiver shall not affect any other rights of the Holder hereunder, including any other rights in respect of such Bankruptcy Event of Default, any right to exchange or convert, and any right to payment of the Event of Default Redemption Price or any other Redemption Price, as applicable. Redemptions required by this Section 5(c) shall be made in accordance with the provisions of Section 11.

(6) RIGHTS UPON FUNDAMENTAL TRANSACTION AND CHANGE OF CONTROL.

(a) Company Fundamental Transaction. No later than (i) thirty (30) days prior to the occurrence or consummation of any Company Fundamental Transaction or (ii) if later, the first Trading Day following the date the Company first becomes aware of the occurrence or potential occurrence of a Company Fundamental Transaction, the Company shall deliver written notice thereof via electronic mail and overnight courier to the Holder. The Company shall not enter into or be party to a Company Fundamental Transaction unless the Successor Entity assumes in writing all of the obligations of the Company under this Note and the other Transaction Documents in accordance with the provisions of this Section 6(a) pursuant to written agreements in form and substance satisfactory to the Required Holders and approved by the Required Holders prior to such Company Fundamental Transaction, including agreements to deliver to the Holder in exchange for the Note a security of the Successor Entity of the Company evidenced by a written instrument substantially similar in form and substance to the Notes, including, without limitation, having a principal amount and interest rate equal to the Principal amount and the Default Rate of the Notes then outstanding held by such holder, having similar exchange rights as the Notes and having similar security and ranking to the Notes, and satisfactory to the Required Holders. Upon the occurrence or consummation of any Company Fundamental Transaction, and it shall be a required condition to the occurrence or consummation of any Company Fundamental Transaction that, the Company and the Successor Entity or Successor Entities of the Company, jointly and severally, shall succeed to, and the Company shall cause any Successor Entity and/or Successor Entities of the Company to jointly and severally succeed to, and be added to the term "Company" under this Note (so that from and after the consummation or occurrence of such Company Fundamental Transaction, each and every provision of this Note referring to the "Company" shall refer instead to each of the Company and

the Successor Entity or Successor Entities of the Company, jointly and severally with the Company), and the Company and the Successor Entity or Successor Entities of the Company, jointly and severally, may exercise every right and power of the Company prior thereto and shall assume all of the obligations of the Company prior thereto under this Note with the same effect as if the Company and such Successor Entity or Successor Entities of the Company, jointly and severally, had been named as the Company in this Note. The provisions of this Section 6(a) shall apply similarly and equally to successive Company Fundamental Transactions.

(b) Issuer Fundamental Transaction. No later than (i) thirty (30) days prior to the occurrence or consummation of any Issuer Fundamental Transaction or (ii) if later, the first Trading Day following the date the Issuer first becomes aware of the occurrence or potential occurrence of an Issuer Fundamental Transaction, the Issuer shall deliver written notice thereof via electronic mail and overnight courier to the Holder. The Issuer shall not enter into or be party to an Issuer Fundamental Transaction unless the Successor Entity assumes in writing all of the obligations of the Issuer under this Note and the other Transaction Documents in accordance with the provisions of this Section 6(b) pursuant to written agreements in form and substance satisfactory to the Required Holders and approved by the Required Holders prior to such Issuer Fundamental Transaction, including agreements to deliver to the Holder in exchange for the Note a security of the Successor Entity of the Issuer evidenced by a written instrument substantially similar in form and substance to the Notes, including, without limitation, having a principal amount and interest rate equal to the Principal amount and the Default Rate of the Notes then outstanding held by such holder, having similar exchange rights as the Notes and having similar security and ranking to the Notes, and satisfactory to the Required Holders. If, at any time while this Note is outstanding, an Issuer Fundamental Transaction occurs or is consummated, then, upon any subsequent exchange of this Note, the Holder shall have the right to receive, for each share of Issuer Common Stock that would have been issuable upon such exchange immediately prior to the occurrence of such Fundamental Transaction, at the option of the Holder (without regard to any limitation in Section 3(e) on the exchange of this Note), the number of shares of common stock of the successor or acquiring corporation or of the Company, if it is the surviving corporation, and any additional consideration (the "**Alternate Consideration**") receivable as a result of such Issuer Fundamental Transaction by a holder of the number of shares of Issuer Common Stock for which this Note is exchangeable immediately prior to such Issuer Fundamental Transaction (without regard to any limitation in Section 3(e) on the exchange of this Note) (provided, however, to the extent that the Holder's right to receive any such shares of publicly traded common stock (or their equivalent) of the Successor Entity of the Issuer would result in the Holder and its other Attribution Parties exceeding the Maximum Percentage, if applicable, then the Holder shall not be entitled to receive such shares to such extent (and shall not be entitled to beneficial ownership of such shares of publicly traded common stock (or their equivalent) of the Successor Entity of the Issuer as a result of such consideration to such extent) and the portion of such shares shall be held in abeyance for the Holder until such time or times, as its right thereto would not result in the Holder and its other Attribution Parties exceeding the Maximum Percentage, at which time or times the Holder shall be delivered such shares to the extent as if there had been no such limitation). For purposes of any such exchange, the determination of the Exchange / Conversion Price shall be appropriately adjusted to apply to such Alternate Consideration based on the amount of Alternate Consideration issuable in respect of one share of Issuer Common Stock in such Issuer Fundamental Transaction, and the Issuer shall apportion the Exchange / Conversion Price among the Alternate Consideration in a reasonable manner reflecting the relative value of any different components of the Alternate Consideration. If holders of Issuer Common Stock are given any choice as to the securities, cash or property to be received in an Issuer Fundamental Transaction, then the Holder shall be given the same choice as to the Alternate Consideration it receives upon any exchange of this Note following such Issuer Fundamental Transaction. Upon the occurrence or consummation of any Issuer Fundamental Transaction, and it shall be a required condition to the occurrence or consummation of any Issuer Fundamental Transaction that, the Company and

the Successor Entity or Successor Entities of the Issuer, jointly and severally, shall succeed to, and the Issuer shall cause any Successor Entity and/or Successor Entities of the Issuer to joint and severally succeed to, and be added to the term "Issuer" under this Note (so that from and after the consummation or occurrence of such Issuer Fundamental Transaction, each and every provision of this Note referring to the "Issuer" shall refer instead to each of the Issuer and the Successor Entity or Successor Entities of the Issuer, jointly and severally with the Issuer), and the Issuer and the Successor Entity or Successor Entities of the Issuer, jointly and severally, may exercise every right and power of the Issuer prior thereto and shall assume all of the obligations of the Issuer prior thereto under this Note with the same effect as if the Issuer and such Successor Entity or Successor Entities of the Issuer, jointly and severally, had been named as the Issuer in this Note. The provisions of this Section 6(b) shall apply similarly and equally to successive Issuer Fundamental Transactions.

(c) Redemption Right. No sooner than twenty-five (25) days nor later than twenty (20) days prior to the consummation of a Change of Control, but not prior to the public announcement of such Change of Control, the Company shall deliver written notice thereof via electronic mail and overnight courier to the Holder (a "**Change of Control Notice**") setting forth a description of such transaction in reasonable detail and the anticipated Change of Control Redemption Date (as defined in Section 11(a)) if known). At any time during the period beginning on the earlier to occur of (x) any oral or written agreement by the Company, the Issuer or any of their respective Subsidiaries, upon consummation of which the transaction contemplated thereby would reasonably be expected to result in a Change of Control, (y) the Holder becoming aware of a Change of Control and (z) the Holder's receipt of a Change of Control Notice and ending twenty-five (25) Trading Days after the date of the consummation of such Change of Control, the Holder may require the Company to redeem (a "**Change of Control Redemption**") all or any portion of this Note by delivering written notice thereof ("**Change of Control Redemption Notice**") to the Company, which Change of Control Redemption Notice shall indicate the Outstanding Amount the Holder is electing to require the Company to redeem. The portion of this Note subject to redemption pursuant to this Section 6(c) shall be redeemed by the Company in cash by wire transfer of immediately available funds at a price equal to the greater of (x) 200% of the Outstanding Amount being redeemed and (y) the product of (A) the Outstanding Amount being redeemed and (B) the quotient determined by dividing (I) the greatest Closing Sale Price of the shares of Issuer Common Stock during the period beginning on the date immediately preceding the earlier to occur of (x) the consummation of the Change of Control and (y) the public announcement of such Change of Control and ending on the date the Holder delivers the Change of Control Redemption Notice, by (II) the lowest Exchange / Conversion Price in effect during such period (the "**Change of Control Redemption Price**"). Redemptions required by this Section 6 shall be made in accordance with the provisions of Section 11 and shall have priority to payments to stockholders in connection with a Change of Control. To the extent redemptions required by this Section 6(c) are deemed or determined by a court of competent jurisdiction to be prepayments of the Note by the Company, such redemptions shall be deemed to be voluntary prepayments. Notwithstanding anything to the contrary in this Section 6, but subject to Section 3(e), until the Change of Control Redemption Price is paid in full, the Outstanding Amount submitted for redemption under this Section 6(c) may be exchanged, in whole or in part, by the Holder for Issuer Common Stock pursuant to Section 3 and/or converted, in whole or in part, by the Holder into Company Common Stock pursuant to Section 4. The parties hereto agree that in the event of the Company's redemption of any portion of the Note under this Section 6(c), the Holder's damages would be uncertain and difficult to estimate because of the parties' inability to predict future interest rates and the uncertainty of the availability of a suitable substitute investment opportunity for the Holder. Accordingly, any Change of Control redemption premium due under this Section 6(c) is intended by the parties to be, and shall be deemed, a reasonable estimate of the Holder's actual loss of its investment opportunity and not as a penalty.

(7) RIGHTS UPON DISTRIBUTIONS AND UPON ISSUANCE OF PURCHASE RIGHTS.

(a) If on or after the Subscription Date the Issuer shall declare or make any dividend or other distribution of its assets (or rights to acquire its assets) to holders of shares of Issuer Common Stock, by way of return of capital or otherwise (including, without limitation, any distribution of cash, stock or other securities, property, Options, Convertible Securities, evidence of Indebtedness or any other assets by way of a dividend, spin off, reclassification, corporate rearrangement, scheme of arrangement or other similar transaction) (a "**Distribution**"), at any time after the Subscription Date, then, in each such case, then the Holder will be entitled to such Distribution as if the Holder had held the number of shares of Issuer Common Stock acquirable upon complete conversion of this Note (without taking into account any limitations or restrictions on the exchangeability of this Note, and regardless of whether such Distribution is at a time this Note is then exchangeable) immediately prior to the date on which a record is taken for such Distribution or, if no such record is taken, the date as of which the record holders of Issuer Common Stock are to be determined for the participation in such Distributions payable on the date of such Distribution (provided, however, that to the extent that the Holder's right to participate in any such Distribution would result in the Holder and the other Attribution Parties exceeding the Maximum Percentage, then the Holder shall not be entitled to participate in such Distribution to such extent (and shall not be entitled to beneficial ownership of such shares of Issuer Common Stock as a result of such Distribution (and beneficial ownership) to such extent) and the portion of such Distribution shall be held in abeyance for the Holder until such time or times as its right thereto would not result in the Holder and the other Attribution Parties exceeding the Maximum Percentage, at which time or times the Holder shall be granted such Distribution (and any Distributions declared or made on such initial Distribution or on any subsequent Distribution to be held similarly in abeyance) to the same extent as if there had been no such limitation).

(b) If at any time on or after the Subscription Date the Issuer grants, issues or sells any Options, Convertible Securities or rights to purchase stock, warrants, securities or other property pro rata to the record holders of any class of Issuer Common Stock (the "**Purchase Rights**"), then the Holder will be entitled to acquire, upon the terms applicable to such Purchase Rights, the aggregate Purchase Rights which the Holder could have acquired if the Holder had held the number of shares of Issuer Common Stock acquirable upon complete exchange of this Note (without taking into account any limitations or restrictions on the exchangeability of this Note, and regardless of whether such Distribution is at a time this Note is then exchangeable) immediately prior to the date on which a record is taken for the grant, issuance or sale of such Purchase Rights, or, if no such record is taken, the date as of which the record holders of shares of Issuer Common Stock are to be determined for the grant, issue or sale of such Purchase Rights (provided, however, that to the extent that the Holder's right to participate in any such Purchase Right would result in the Holder and the other Attribution Parties exceeding the Maximum Percentage, then the Holder shall not be entitled to participate in such Purchase Right to such extent (and shall not be entitled to beneficial ownership of such shares of Issuer Common Stock as a result of such Purchase Right (and beneficial ownership) to such extent) and such Purchase Right to such extent shall be held in abeyance for the benefit of the Holder until such time or times as its right thereto would not result in the Holder and the other Attribution Parties exceeding the Maximum Percentage, at which time or times the Holder shall be granted such right (and any Purchase Right granted, issued or sold on such initial Purchase Right or on any subsequent Purchase Right to be held similarly in abeyance) to the same extent as if there had been no such limitation).

(8) ADJUSTMENTS TO EXCHANGE / CONVERSION PRICE. The Exchange / Conversion Price will be subject to adjustment from time to time as provided in this Section 8.

(a) Adjustment of Exchange / Conversion Price upon Issuance of Issuer Common Stock. If and whenever on or after the Subscription Date, the Issuer (or the Company) publicly announces or the Issuer issues or sells, enters into a definitive, binding agreement pursuant to which the Issuer is required to issue or sell, or, in accordance with clauses (i) or (ii) this Section 8(a), is deemed to have issued or sold, any shares of Issuer Common Stock (including the issuance or sale of shares of Issuer Common Stock owned or held by or for the account of the Issuer, but excluding shares of Issuer Common Stock deemed to have been issued or sold by the Issuer in connection with clauses (i), (ii) and (iv) of the definition of Excluded Securities) for a consideration per share (the "**New Issuance Price**") less than a price (the "**Applicable Price**") equal to the Exchange / Conversion Price in effect immediately prior to such public announcement, issue or sale or deemed issuance or sale or entry into such a definitive binding agreement (the foregoing a "**Dilutive Issuance**"), then immediately after such Dilutive Issuance the Exchange / Conversion Price then in effect shall be reduced to an amount equal to the New Issuance Price. For purposes of determining the adjusted Exchange / Conversion Price under this Section 8(a), the following shall be applicable:

(i) Issuance of Options If the Issuer in any manner grants or sells or enters into a definitive, binding agreement pursuant to which is required to grant or sell, or the issuer (or the Company) publicly announces the issuance or sale of, any Options and the lowest price per share for which one share of Issuer Common Stock is issuable upon the exercise of any such Option or upon conversion or exchange or exercise of any Convertible Securities issuable upon exercise of any such Option is less than the Applicable Price, then such share of Issuer Common Stock shall be deemed to be outstanding and to have been issued and sold by the Issuer at the time of the granting or sale of such Option for such price per share. For purposes of this Section 8(a)(i), the "lowest price per share for which one share of Issuer Common Stock is issuable upon the exercise of any such Options or upon conversion or exchange or exercise of any Convertible Securities issuable upon exercise of such Option" shall be equal to the sum of the lowest amounts of consideration (if any) received or receivable by the Issuer with respect to any one share of Issuer Common Stock upon granting or sale of the Option, upon exercise of the Option and upon conversion or exchange or exercise of any Convertible Security issuable upon exercise of such Option less any consideration paid or payable by the Issuer with respect to such one share of Issuer Common Stock upon the granting or sale of such Option, upon exercise of such Option and upon conversion exercise or exchange of any Convertible Security issuable upon exercise of such Option. No further adjustment of the Exchange / Conversion Price shall be made upon the actual issuance of such shares of Issuer Common Stock or of such Convertible Securities upon the exercise of such Options or upon the actual issuance of such shares of Issuer Common Stock upon conversion or exchange or exercise of such Convertible Securities.

(ii) Issuance of Convertible Securities. If the Issuer in any manner issues or sells, or enters into a definitive, binding agreement pursuant to which is required to grant or sell or the Issuer (or the Company) publicly announces the issuance or sale of, any Convertible Securities and the lowest price per share for which one share of Issuer Common Stock is issuable upon the conversion or exchange or exercise thereof is less than the Applicable Price, then such share of Issuer Common Stock shall be deemed to be outstanding and to have been issued and sold by the Issuer at the time of the issuance or sale of such Convertible Securities for such price per share. For the purposes of this Section 8(a)(ii), the "lowest price per share for which one share of Issuer Common Stock is issuable upon the conversion or exchange or exercise thereof" shall be equal to

the sum of the lowest amounts of consideration (if any) received or receivable by the Issuer with respect to any one share of Issuer Common Stock upon the issuance or sale of the Convertible Security and upon the conversion or exchange or exercise of such Convertible Security less any consideration paid or payable by the Issuer with respect to such one share of Issuer Common Stock upon the issuance or sale of the Convertible Security and upon the conversion or exchange or exercise of such Convertible Security. No further adjustment of the Exchange / Conversion Price shall be made upon the actual issuance of such shares of Issuer Common Stock upon conversion or exchange or exercise of such Convertible Securities, and if any such issue or sale of such Convertible Securities is made upon exercise of any Options for which adjustment of the Exchange / Conversion Price has been or is to be made pursuant to other provisions of this Section 8(a), no further adjustment of the Exchange / Conversion Price shall be made by reason of such issue or sale.

(iii) Change in Option Price or Rate of Conversion. If the purchase price provided for in any Options, the additional consideration, if any, payable upon the issue, conversion, exchange or exercise of any Convertible Securities, or the rate at which any Convertible Securities are convertible into or exchangeable or exercisable for shares of Issuer Common Stock increases or decreases at any time, the Exchange / Conversion Price in effect at the time of such increase or decrease shall be adjusted to the Exchange / Conversion Price which would have been in effect at such time had such Options or Convertible Securities provided for such increased or decreased purchase price, additional consideration or increased or decreased conversion rate, as the case may be, at the time initially granted, issued or sold. For purposes of this Section 8(a)(iii), if the terms of any Option or Convertible Security that was outstanding as of the Subscription Date are increased or decreased in the manner described in the immediately preceding sentence, then such Option or Convertible Security and the shares of Issuer Common Stock deemed issuable upon exercise, conversion or exchange thereof shall be deemed to have been issued as of the date of such increase or decrease. No adjustment pursuant to this Section 8(a) shall be made if such adjustment would result in an increase of the Exchange / Conversion Price then in effect.

(iv) Calculation of Consideration Received. In case any Option is issued in connection with the issue or sale of other securities of the Issuer, together comprising one integrated transaction, (x) the Options will be deemed to have been issued for the Option Value of such Options and (y) the other securities issued or sold in such integrated transaction shall be deemed to have been issued or sold for the difference of (I) the aggregate consideration received by the Issuer less any consideration paid or payable by the Issuer pursuant to the terms of such other securities of the Issuer, less (II) the Option Value of such Options. If any shares of Issuer Common Stock, Options or Convertible Securities are issued or sold or deemed to have been issued or sold for cash, the consideration other than cash received therefor will be deemed to be the net amount received by the Issuer therefor. If any shares of Issuer Common Stock, Options or Convertible Securities are issued or sold for a consideration other than cash, the amount of such consideration received by the Issuer will be the fair value of such consideration, except where such consideration consists of publicly traded securities, in which case the amount of consideration received by the Issuer will be the Closing Sale Price of such publicly traded securities on the date of receipt of such publicly traded securities. If any shares of Issuer Common Stock, Options or Convertible Securities are issued to the owners of the non-surviving entity in connection with any merger in which the Issuer is the surviving entity, the amount of consideration therefor will be deemed to be the fair value of such portion of the net assets and business of the non-surviving entity as is attributable to such shares of Issuer Common Stock, Options or Convertible Securities, as the case may be. The fair value of any consideration other than cash or publicly traded

securities will be determined jointly by the Issuer and the Required Holders. If such parties are unable to reach agreement within ten (10) Business Days after the occurrence of an event requiring valuation (the "**Valuation Event**"), the fair value of such consideration will be determined within five (5) Business Days after the tenth (10th) Business Day following the Valuation Event by an independent, reputable appraiser jointly selected by the Issuer and the Required Holders. The determination of such appraiser shall be final and binding upon all parties absent manifest error and the fees and expenses of such appraiser shall be borne by the Issuer or the Company. Notwithstanding anything to the contrary contained herein, if any calculation pursuant to this Section 8(a)(iv) would result in a dollar value that is lower than the par value of the Issuer Common Stock, then such dollar value shall be deemed to equal the par value of the Issuer Common Stock.

(v) Record Date. If the Issuer takes a record of the holders of shares of Issuer Common Stock for the purpose of entitling them (A) to receive a dividend or other distribution payable in shares of Issuer Common Stock, Options or in Convertible Securities or (B) to subscribe for or purchase shares of Issuer Common Stock, Options or Convertible Securities, then such record date will be deemed to be the date of the issue or sale of the shares of Issuer Common Stock deemed to have been issued or sold upon the declaration of such dividend or the making of such other distribution or the date of the granting of such right of subscription or purchase, as the case may be.

(vi) No Readjustments. For the avoidance of doubt, in the event the Exchange / Conversion Price has been adjusted pursuant to this Section 8(a) and the Dilutive Issuance that triggered such adjustment does not occur, is not consummated, is unwound or is cancelled after the facts for any reason whatsoever, in no event shall the Exchange / Conversion Price be readjusted to the Exchange / Conversion Price that would have been in effect if such Dilutive Issuance had not occurred or been consummated.

(b) Adjustment of Exchange / Conversion Price upon Subdivision or Combination of Issuer Common Stock. If the Issuer at any time on or after the Subscription Date subdivides (by any stock split, stock dividend, recapitalization or otherwise) one or more classes of its outstanding shares of Issuer Common Stock into a greater number of shares, the Exchange / Conversion Price in effect immediately prior to such subdivision will be proportionately reduced. If the Issuer at any time on or after the Subscription Date combines (by combination, reverse stock split or otherwise) one or more classes of its outstanding shares of Issuer Common Stock into a smaller number of shares, the Exchange / Conversion Price in effect immediately prior to such combination will be proportionately increased. Any adjustment under this Section 8(b) shall become effective at the close of business on the date the subdivision or combination becomes effective.

(c) Voluntary Adjustment by Issuer. The Issuer may at any time during the term of this Note, with the prior written consent of the Required Holders, reduce the then current Exchange / Conversion Price to any amount and for any period of time deemed appropriate by the Board of Directors of the Issuer.

(9) NONCIRCUMVENTION. Each of the Company and the Issuer hereby covenants and agrees that it will not, by amendment of its organizational documents or through any reorganization, transfer of assets, consolidation, merger, scheme of arrangement, dissolution, issue or sale of securities, or any other voluntary action, avoid or seek to avoid the observance or performance of any of the terms of this Note, and will at all times in good faith carry out all of the provisions of this Note and take all action as may be required to protect the rights of the

Holder of this Note. Without limiting the generality of the foregoing or any other provision of this Note or the other Transaction Documents, the Issuer (a) shall not increase the par value of any shares of Issuer Common Stock receivable upon conversion of this Note above the Exchange / Conversion Price then in effect, and (b) shall take all such actions as may be necessary or appropriate in order that the Issuer may validly and legally issue fully paid and nonassessable shares of Issuer Common Stock upon the conversion of this Note.

(10) RESERVATION OF AUTHORIZED SHARES.

(a) Reservation. From and after the Issuance Date, the Issuer shall reserve a number of authorized and otherwise unreserved shares of Issuer Common Stock to satisfy its obligation to issue shares of Issuer Common Stock upon exchange of this Note and the Other Notes equal to at least the number of shares of Issuer Common Stock issuable pursuant to the terms of the Notes equal to not less than 150% of the number of shares of Issuer Common Stock that the Holder and the holders of the Other Notes would be entitled to receive upon an exchange of the full Outstanding Amount of this Note and the Other Notes (without regard to any limitations on exchange set forth in Section 3(e) and analogous provisions set forth in the Other Notes) (the "**Required Reserve Amount**"). So long as any of this Note and the Other Notes are outstanding, the Issuer shall take all action necessary to reserve and keep available out of the Issuer's authorized and unissued Issuer Common Stock, solely for the purpose of effecting the exchange of this Note and the Other Notes, the Required Reserve Amount necessary to effect the exchange of all of the Notes then outstanding; provided, that at no time shall the number of shares of Issuer Common Stock so reserved be less than the Required Reserve Amount. The initial number of shares of Issuer Common Stock reserved for exchanges of this Note and the Other Notes and each increase in the number of shares so reserved shall be allocated pro rata among the Holder and the holders of the Other Notes based on the Principal amount of this Note and the Other Notes held by each Buyer at the Initial Closing Date (the "**Authorized Share Allocation**"). In the event that a holder shall sell or otherwise transfer this Note or any of such holder's Other Notes, each transferee shall be allocated a pro rata portion of such holder's Authorized Share Allocation with respect to the portion of the Notes being transferred. Any shares of Issuer Common Stock reserved and allocated to any Person which ceases to hold any Notes shall be allocated to the Holder, the remaining holders of Other Notes, pro rata based on the Principal amount of this Note and the Other Notes then held by such holders without regard to any limitations on exchanges set forth herein or therein.

(b) Insufficient Authorized Shares. If at any time while any of the Notes remain outstanding the Issuer does not have a sufficient number of authorized and unreserved shares of Issuer Common Stock to satisfy its obligation to reserve for issuance upon exchange of the Notes at least a number of shares of Issuer Common Stock equal to the applicable Required Reserve Amount (an "**Authorized Share Failure**"), then the Issuer shall immediately take all action necessary to increase the Issuer's authorized shares of Issuer Common Stock to an amount sufficient to allow the Issuer to reserve the applicable Required Reserve Amount for the Notes then outstanding. Without limiting the generality of the foregoing sentence, as soon as practicable after the date of the occurrence of an Authorized Share Failure, but in no event later than sixty (60) days after the occurrence of such Authorized Share Failure, the Issuer shall hold a meeting of its stockholders for the approval of an increase in the number of authorized shares of Issuer Common Stock. In connection with such meeting, the Issuer shall provide each stockholder with a proxy statement and shall use its best efforts to solicit its stockholders' approval of such increase in authorized shares of Issuer Common Stock and to cause its Board of Directors to recommend to the stockholders that they approve such proposal. Notwithstanding the foregoing, if during any such time of an Authorized Share Failure, the Issuer is able to obtain the written consent of a majority of the shares of its issued and outstanding Issuer Common Stock to approve the increase in the number of authorized shares of Issuer Common Stock, the Issuer may satisfy this obligation by obtaining such consent and

submitting for filing with the SEC an Information Statement on Schedule 14C. If, upon any exchange of this Note, the Issuer does not have sufficient authorized shares to deliver in satisfaction of such exchange, then unless the Holder elects to rescind such attempted exchange, the Holder may require the Issuer to pay to the Holder within two (2) Trading Days of the applicable attempted exchange, cash in an amount equal to the product of (i) the number of shares of Issuer Common Stock that the Issuer is unable to deliver pursuant to this Section 10, and the greater of (x) the Closing Sale Price of the Issuer Common Stock and (y) the arithmetic average of the Closing Sale Prices of the Issuer Common Stock during the five (5) Trading Days, in each case, immediately preceding the applicable attempted exchange (or if any such date is not a Trading Day, the last Trading Day prior to such date).

(11) REDEMPTIONS.

(a) Mechanics. The Company shall deliver the applicable Event of Default Redemption Price to the Holder within two (2) Business Days after the Company's receipt of the Holder's Event of Default Redemption Notice; provided that upon a Bankruptcy Event of Default, the Company shall deliver the applicable Bankruptcy Event of Default Redemption Price in accordance with Section 5(c) (as applicable, the "**Event of Default Redemption Date**"). If the Holder has submitted a Change of Control Redemption Notice in accordance with Section 6(c), the Company shall deliver the applicable Change of Control Redemption Price to the Holder (i) concurrently with the consummation of such Change of Control if such notice is received prior to the consummation of such Change of Control and (ii) within two (2) Business Days after the Company's receipt of such notice otherwise (such date, the "**Change of Control Redemption Date**"). The Company shall pay the applicable Redemption Price to the Holder in cash by wire transfer of immediately available funds pursuant to wire instructions provided by the holder in writing to the Company on the applicable due date. In the event of a redemption of less than all of the Outstanding Amount of this Note, the Company shall promptly cause to be issued and delivered to the Holder a new Note (in accordance with Section 19(d)) representing the outstanding Principal which has not been redeemed and any accrued Interest on such Principal which shall be calculated as if no Redemption Notice has been delivered. In the event that the Company does not pay a Redemption Price to the Holder within the time period required, at any time thereafter and until the Company pays such unpaid Redemption Price in full, the Holder shall have the option, in lieu of redemption, to require the Company to promptly return to the Holder all or any portion of this Note representing the Outstanding Amount that was submitted for redemption and for which the applicable Redemption Price has not been paid. Upon the Company's receipt of such notice, (x) the applicable Redemption Notice shall be null and void with respect to such Outstanding Amount and (y) the Company shall immediately return this Note, or issue a new Note (in accordance with Section 19(d)) to the Holder representing such Outstanding Amount to be redeemed.

(b) Redemption by Other Holders. Upon the Company's receipt of notice from any of the holders of the Other Notes for redemption or repayment as a result of an event or occurrence substantially similar to the events or occurrences described in Section 5(b) or Section 6(c) or pursuant to corresponding provisions set forth in the Other Notes (each, an "**Other Redemption Notice**"), the Company shall immediately, but no later than one (1) Business Day of its receipt thereof, forward to the Holder by electronic mail a copy of such notice. If the Company receives a Redemption Notice and one or more Other Redemption Notices, during the seven (7) Business Day period beginning on and including the date which is three (3) Business Days prior to the Company's receipt of the Holder's Redemption Notice and ending on and including the date which is three (3) Business Days after the Company's receipt of the Holder's Redemption Notice and the Company is unable to redeem all principal, interest and other amounts designated in such Redemption Notice and such Other Redemption Notices received during such seven (7) Business Day period, then the Company shall redeem, a pro rata

amount from the Holder and each holder of the Other Notes based on the Principal amount of this Note and the Other Notes submitted for redemption pursuant to such Redemption Notice and such Other Redemption Notices received by the Company during such seven (7) Business Day period. The Holder shall have the right to determine whether this Note or any Other Note held by the Holder is redeemed first.

(c) Insufficient Assets. If upon a Redemption Date, the assets of the Company are insufficient to pay the applicable Redemption Price, the Company shall (i) take all appropriate action reasonably within its means to maximize the assets available for paying the applicable Redemption Price, (ii) redeem out of all such assets available therefor on the applicable Redemption Date the maximum possible portion of the applicable Redemption Price that it can redeem on such date, pro rata among the Holder and the holders of the Other Notes to be redeemed in proportion to the aggregate Principal amount of this Note and the Other Notes outstanding on the applicable Redemption Date and (iii) following the applicable Redemption Date, at any time and from time to time when additional assets of the Company become available to pay the balance of the applicable Redemption Price of this Note and the Other Notes, the Company shall use such assets, at the end of the then current fiscal quarter, to pay the balance of such Redemption Price of this Note and the Other Notes, or such portion thereof for which assets are then available, on the basis set forth above at the applicable Redemption Price, and such assets will not be used prior to the end of such fiscal quarter for any other purpose. Interest on the Principal amount of this Note and the Other Notes that have not been redeemed shall continue to accrue until such time as the Company redeems this Note and the Other Notes. The Company shall pay to the Holder the applicable Redemption Price without regard to the legal availability of funds unless expressly prohibited by applicable law or unless the payment of the applicable Redemption Price would reasonably be expected to result in personal liability to the directors of the Company.

(12) VOTING RIGHTS. The Holder shall have no voting rights as the holder of this Note, except as required by law and as expressly provided in this Note.

(13) GUARANTEE. This Note and the Other Notes are guaranteed to the extent and in the manner set forth in the Guarantee (as defined in the Securities Purchase Agreement).

(14) SECURITY; RANK. This Note and the Other Notes are secured to the extent and in the manner set forth in the Security Documents. All payments due under this Note (a) shall rank *pari passu* with all Other Notes and (b) shall be senior to all other Indebtedness of the Company and its Subsidiaries.

(15) NEGATIVE COVENANTS. Until all of the Notes have been exchanged, converted, redeemed or otherwise satisfied in full in accordance with their terms, neither the Company nor the Issuer shall, and none of the Company and the Issuer shall permit its respective Subsidiaries without the prior written consent of the Required Holders, directly or indirectly:

(a) Incur or guarantee, assume or suffer to exist any Indebtedness (including Acquired Indebtedness), other than Permitted Indebtedness and, without limiting the generality of the foregoing, the Company shall not (i) create, authorize, Incur or issue any Indebtedness that ranks senior to, or *pari passu* with, the Notes and the Additional Notes or (ii) amend any Indebtedness that ranks junior to the Notes and the Additional Notes to rank senior to, or *pari passu* with, the Notes and the Additional Notes;

(b) allow or suffer to exist any mortgage, lien, pledge, charge, security interest or other encumbrance upon or in any property or assets (including accounts and contract

rights) owned by the Company, the Issuer or any of their respective Subsidiaries (collectively, "**Liens**") other than Permitted Liens;

(c) redeem, prepay, defease, repurchase, repay or make any payments in respect of, by the payment of cash or cash equivalents (in whole or in part, whether by way of open market purchases, tender offers, private transactions or otherwise), all or any portion of any Indebtedness (other than this Note and the Other Notes), whether by way of payment in respect of principal of (or premium, if any) or interest on, such Indebtedness if at the time such payment is due or is otherwise made or, after giving effect to such payment, an event constituting, or that with the passage of time and without being cured would constitute, an Event of Default has occurred and is continuing;

(d) redeem, prepay, defease, repurchase, repay or make any payments in respect of, by the payment of cash or cash equivalents (in whole or in part, whether by way of open market purchases, tender offers, private transactions or otherwise), all or any portion of any Indebtedness (including, without limitation Permitted Indebtedness other than this Note and the Other Notes), by way of payment in respect of principal of (or premium, if any) such Indebtedness. For clarity, such restriction shall not preclude the payment of regularly scheduled interest payments which may accrue under such Permitted Indebtedness;

(e) redeem or repurchase any Equity Interest of the Company, the Issuer or any of their respective Subsidiaries;

(f) declare or pay any cash dividend or other distribution on any Equity Interest of the Company, the Issuer or any of their respective Subsidiaries;

(g) make, any material change in the nature of its business as described in the Issuer's most recent Annual Report filed on Form 10-K with the SEC or, other than the Holding Company Reorganization and transactions contemplated by the CVR Term Sheet dated as of March 19, 2026, modify its structure or purpose; or

(h) encumber, license or otherwise allow any Liens on any Intellectual Property Rights, including, without limitation, any claims for damage by way of any past, present, or future infringement of any of the foregoing, in each case, other than Permitted Liens;

(i) enter into, renew, extend or be a party to, any transaction or series of related transactions (including, without limitation, the purchase, sale, lease, license, transfer or exchange of property or assets of any kind or the rendering of services of any kind) with any Affiliate (other than the Lead Investor and its Affiliates), except in the ordinary course of business in a manner and to an extent consistent with past practice and necessary or desirable for the prudent operation of its business, for fair consideration and on terms no less favorable to the Company, the Issuer or any of their respective Subsidiaries than would be obtainable in a comparable arm's length transaction with a Person that is not an Affiliate thereof;

(j) issue any Notes (other than as contemplated by the Securities Purchase Agreement), or issue any other securities that would cause a breach or default under the Notes; or

(k) the Company shall not (i) declare or make any Distribution, (ii) grant, issue or sell any Purchase Rights, (iii) issue any Company Common Stock or any securities convertible, exchangeable or exercisable into Company Common Stock, (iv) subdivide (by any unit split, unit dividend, recapitalization or otherwise) one or more classes of its outstanding Company Common Stock into a greater number of Company Common Stock or (v) combine (by combination, reverse unit split or otherwise) one or more classes of its outstanding

Company Common Stock into a smaller number of Company Common Stock, in each case, other than Excluded Securities; or

(l) the Issuer shall not issue any shares of Issuer Common Stock or any securities convertible, exchangeable or exercisable into Issuer Common Stock other than shares of Issuer Common Stock deemed to have been issued or sold by the Issuer in connection with any Excluded Securities.

(16) AFFIRMATIVE COVENANTS. Until all of the Notes have been exchanged, converted, redeemed or otherwise satisfied in full in accordance with their terms, each of the Company and the Issuer shall, and each of the Company and the Issuer shall cause each of its respective Subsidiaries to, unless otherwise contemplated by the Holding Company Reorganization or agreed to by the Required Holders, directly or indirectly:

(a) maintain and preserve its existence, rights and privileges, and become or remain duly qualified and in good standing in each jurisdiction in which the character of the properties owned or leased by it or in which the transaction of its business makes such qualification necessary;

(b) maintain and preserve all of its properties which are necessary or useful in the proper conduct of its business in good working order and condition, ordinary wear and tear excepted, and comply at all times with the provisions of all leases to which it is a party as lessee or under which it occupies property, so as to prevent any loss or forfeiture thereof or thereunder, provided that, where any action or failure to act by the Lead Investor or any of its Affiliates pursuant to the First Amendment to Sublease Agreement or Letter Agreement contributed in whole or in part to an event that would otherwise constitute breach of this Section 16(b), no breach shall be deemed to have occurred or be continuing under this Section 16(b);

(c) take all action necessary or advisable to maintain all of the existing Intellectual Property Rights that are necessary or material to the conduct of its business in full force and effect;

(d) maintain insurance (including, without limitation, comprehensive general liability, hazard, rent and business interruption insurance) with respect to its properties (including all real properties leased or owned by it) and business that is in all material respects consistent with such amounts and covering such risks as is carried currently by the Company and the Issuer;

(e) promptly, but in any event within one (1) Business Day, notify the Holder and the holders of the Other Notes in writing whenever an Event of Default (an "**Event of Default Notice**") occurs and simultaneously with the delivery of such notice to the Holder which shall not contain any material, nonpublic information (other than in the case of the Lead Investor or any Holder that has consented to the receipt of material, nonpublic information);

(f) cause such Subsidiary formed on or after the Subscription Date to execute, and deliver to each holder of Notes a guaranty agreement substantially in the form of the Guarantee as requested by Required Holders, as applicable; and

(g) no earlier than 2 (two) Business Days prior to the Closing Date, provide the Excluded Investors (as defined in the Securities Purchase Agreement) with a written statement setting forth (a) the aggregate amount available for issuance and sale under the Issuer's Sales Agreement with Leerink Partners LLC dated March 20, 2025, (b) the remaining capacity thereunder as of the Closing Date, and (c) any pending sales or commitments to sell under the such Sales Agreement that have not yet settled as of such date. The Company shall promptly

notify the Excluded Investors (as defined in the Securities Purchase Agreement) in writing of any material change to such information occurring between the date of delivery of such statement and the Closing Date.

(17) VOTE TO ISSUE, OR CHANGE THE TERMS OF, NOTES. The affirmative vote at a meeting duly called for such purpose or the written consent without a meeting of the Required Holders shall be required for any change or amendment or waiver of any provision to this Note or any of the Other Notes. Any change, amendment or waiver by the Company, the Issuer and the Required Holders shall be binding on the Holder of this Note and all holders of the Other Notes.

(18) TRANSFER. This Note, any shares of Issuer Common Stock issued upon exchange of this Note and any Company Common Stock issued upon conversion of this Note may be offered, sold, assigned or transferred by the Holder without the consent of the Company or the Issuer, subject only to the provisions of Section 2(i) of the Securities Purchase Agreement.

(19) REISSUANCE OF THIS NOTE.

(a) Transfer. If this Note is to be transferred, the Holder shall surrender this Note to the Company, whereupon the Company will forthwith issue and deliver upon the order of the Holder a new Note (in accordance with Section 19(d) and subject to Section 19(e)), registered as the Holder may request, representing the outstanding Principal being transferred by the Holder and, if less than the entire outstanding Principal is being transferred, a new Note (in accordance with Section 19(d)) to the Holder representing the outstanding Principal not being transferred. The Holder and any assignee, by acceptance of this Note, acknowledge and agree that, by reason of the provisions of Section 19(e) following exchange, conversion or redemption of any portion of this Note, the outstanding Principal represented by this Note may be less than the Principal stated on the face of this Note.

(b) Lost, Stolen or Mutilated Note. Upon receipt by the Company of evidence reasonably satisfactory to the Company of the loss, theft, destruction or mutilation of this Note, and, in the case of loss, theft or destruction, of any indemnification undertaking by the Holder to the Company in customary form (but without any obligation to post a surety or other bond) and, in the case of mutilation, upon surrender and cancellation of this Note, the Company shall execute and deliver to the Holder a new Note (in accordance with Section 19(d)) representing the outstanding Principal.

(c) Note Exchangeable for Different Denominations. This Note is exchangeable, upon the surrender hereof by the Holder at the principal office of the Company, for a new Note or Notes (in accordance with Section 19(d)) representing in the aggregate the outstanding Principal of this Note, and each such new Note will represent such portion of such outstanding Principal as is designated by the Holder at the time of such surrender.

(d) Issuance of New Notes. Whenever the Company is required to issue a new Note pursuant to the terms of this Note, such new Note (i) shall be of like tenor with this Note, (ii) shall represent, as indicated on the face of such new Note, the Principal remaining outstanding (or in the case of a new Note being issued pursuant to Section 19(a) or Section 19(c), the Principal designated by the Holder which, when added to the principal represented by the other new Notes issued in connection with such issuance, does not exceed the Principal remaining outstanding under this Note immediately prior to such issuance of new Notes), (iii) shall have an issuance date, as indicated on the face of such new Note, which is the same as the Issuance Date of this Note, (iv) shall have the same rights and conditions as this Note, and (v) shall represent accrued and unpaid Interest, if any, from the Issuance Date.

(e) Registration; Book-Entry. The Company shall maintain a register (the "**Register**") for the recordation of the names and addresses of the holders of each Note and the Principal amounts of the Notes (and stated interest thereon) held by such holders (the "**Registered Notes**"). The entries in the Register shall be conclusive and binding for all purposes absent manifest error. The Company and the holders of the Notes shall treat each Person whose name is recorded in the Register as the owner of a Note for all purposes, including, without limitation, the right to receive payments of Principal and Interest, if any, hereunder, notwithstanding notice to the contrary. A Registered Note may be assigned, transferred or sold in whole or in part only by registration of such assignment, transfer or sale on the Register. Upon its receipt of a request to assign, transfer or sell all or part of any Registered Note by the Holder, the Company shall record the information contained therein in the Register and issue one or more new Registered Notes in the same aggregate Principal amount as the Principal amount of the surrendered Registered Note to the designated assignee or transferee pursuant to Section 19, provided that if the Company does not so record an assignment, transfer or sale (as the case may be) of all or part of any Registered Note within two (2) Business Days of such a request, then the Register shall be automatically deemed updated to reflect such assignment, transfer or sale (as the case may be). Notwithstanding anything to the contrary in this Section 19(e), the Holder may assign any Note or any portion thereof to an Affiliate of the Holder or a Related Fund of the Holder without delivering a request to assign or sell the Note to the Company and the recordation of such assignment, transfer or sale in the Register (a "**Related Party Assignment**"); provided, that (x) the Company may continue to deal solely with such assigning or selling Holder unless and until the Holder has delivered a request to assign or sell the Note or portion thereof to the Company for recordation in the Register; (y) the failure of such assigning or selling Holder to deliver a request to assign, transfer or sell the Note or portion thereof to the Company shall not affect the legality, validity, or binding effect of such assignment, transfer or sale and (z) such assigning or selling Holder shall, acting solely for this purpose as a non-fiduciary agent of the Company, maintain a register (the "**Related Party Register**") comparable to the Register on behalf of the Company, and any such assignment, transfer or sale shall be effective upon recordation of such assignment, transfer or sale in the Related Party Register. Notwithstanding anything to the contrary set forth herein, upon exchange or conversion of any portion of this Note in accordance with the terms hereof, the Holder shall not be required to physically surrender this Note to the Company unless (A) the full Outstanding Amount represented by this Note is being exchanged and/or converted or (B) the Holder has provided the Company with prior written notice (which notice may be included in an Exchange Notice or Conversion Notice) requesting reissuance of this Note upon physical surrender of this Note. The Holder and the Company shall maintain records showing the Principal, and Interest, if any, exchanged, converted and/or paid (as the case may be) and the dates of such exchanges, conversions and/or payments (as the case may be) or shall use such other method, reasonably satisfactory to the Holder and the Company, so as not to require physical surrender of this Note upon exchange or conversion. If the Company does not update the Register to record such Principal and Interest exchanged, converted and/or paid (as the case may be) and the dates of such exchanges, conversions and/or payments (as the case may be) within two (2) Business Days of such occurrence, then the Register shall be automatically deemed updated to reflect such occurrence.

(20) REMEDIES, CHARACTERIZATIONS, OTHER OBLIGATIONS, BREACHES AND INJUNCTIVE RELIEF. The remedies provided in this Note shall be cumulative and in addition to all other remedies available under this Note and any of the other Transaction Documents at law or in equity (including a decree of specific performance and/or other injunctive relief). No remedy contained herein shall be deemed a waiver of compliance with the provisions giving rise to such remedy. Nothing herein shall limit the Holder's right to pursue actual and consequential damages for any failure by the Company or the Issuer to comply with the terms of this Note. No failure on the part of the Holder to exercise, and no delay in exercising, any right, power or remedy hereunder shall operate as a waiver thereof; nor shall any single or partial exercise by the Holder of any right, power or remedy preclude any other or

further exercise thereof or the exercise of any other right, power or remedy. In addition, the exercise of any right or remedy of the Holder at law or equity or under this Note or any of the documents shall not be deemed to be an election of Holder's rights or remedies under such documents or at law or equity. Each of the Company and the Issuer covenants to the Holder that there shall be no characterization concerning this instrument other than as expressly provided herein. Amounts set forth or provided for herein with respect to payments, exchange, conversion, redemption and the like (and the computation thereof) shall be the amounts to be received by the Holder and shall not, except as expressly provided herein, be subject to any other obligation of the Company (or the performance thereof). Each of the Company and the Issuer acknowledges that a breach by it of its obligations hereunder will cause irreparable harm to the Holder and that the remedy at law for any such breach may be inadequate. Each of the Company and the Issuer therefore agrees that, in the event of any such breach or threatened breach, the Holder shall be entitled, in addition to all other available remedies, to an injunction restraining any breach, without the necessity of showing economic loss and without any bond or other security being required.

(21) PAYMENT OF COLLECTION, ENFORCEMENT AND OTHER COSTS. If (a) this Note is placed in the hands of an attorney for collection or enforcement or is collected or enforced through any legal proceeding or the Holder otherwise takes action to collect amounts due under this Note or to enforce the provisions of this Note or (b) there occurs any bankruptcy, reorganization, receivership of the Company or the Issuer or other proceedings affecting the Company's or the Issuer's creditors' rights and involving a claim under this Note, then the Company shall pay the costs incurred by the Holder for such collection, enforcement or action or in connection with such bankruptcy, reorganization, receivership or other proceeding, including, but not limited to, attorneys' fees and disbursements.

(22) CONSTRUCTION; HEADINGS. This Note shall be deemed to be jointly drafted by the Company, the Issuer and all the Buyers and shall not be construed against any Person as the drafter hereof. The headings of this Note are for convenience of reference and shall not form part of, or affect the interpretation of, this Note.

(23) FAILURE OR INDULGENCE NOT WAIVER. No failure or delay on the part of the Holder in the exercise of any power, right or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such power, right or privilege preclude other or further exercise thereof or of any other right, power or privilege.

(24) DISPUTE RESOLUTION. In the case of a dispute as to the determination of the Closing Bid Price, the Closing Sale Price or the Weighted Average Price or the arithmetic calculation of the Exchange / Conversion Price or any Redemption Price, the Company and/or the Issuer, as applicable, shall pay the applicable Redemption Price that is not disputed or shall cause the Transfer Agent to issue to the Holder the number of shares of Issuer Common Stock that is not disputed, as applicable, and the Company and/or the Issuer, as applicable, submit the disputed determinations or arithmetic calculations via electronic mail within one (1) Business Day of receipt, or deemed receipt, of the Exchange Notice, Conversion Notice or Redemption Notice or other event giving rise to such dispute, as the case may be, to the Holder. If the Holder and the Company and/or the Issuer, as applicable, are unable to agree upon such determination or calculation within one (1) Business Day of such disputed determination or arithmetic calculation being submitted to the Holder, then the Company and/or the Issuer, as applicable, shall, within one (1) Business Day submit via electronic mail (a) the disputed determination of the Closing Bid Price, the Closing Sale Price or the Weighted Average Price to an independent, reputable investment bank selected by the Holder and approved by the Company and/or the Issuer, as applicable,, such approval not to be unreasonably withheld, conditioned or delayed, or (b) the disputed arithmetic calculation of the Exchange / Conversion Price or any Redemption Price to an independent, outside accountant, selected by the Holder and approved by the Company and/or

the Issuer, as applicable,, such approval not to be unreasonably withheld, conditioned or delayed. The Company and/or the Issuer, as applicable,, at the Company's or the Issuer, as applicable, expense, shall cause the investment bank or the accountant, as the case may be, to perform the determinations or calculations and notify the Company and/or the Issuer, as applicable, and the Holder of the results no later than five (5) Business Days from the time it receives the disputed determinations or calculations. Such investment bank's or accountant's determination or calculation, as the case may be, shall be binding upon all parties absent demonstrable error.

(25) NOTICES; PAYMENTS.

(a) Notices. Whenever notice is required to be given under this Note, unless otherwise provided herein, such notice shall be given in accordance with Section 9(f) of the Securities Purchase Agreement. The Company and/or the Issuer, as applicable, shall provide the Holder with prompt written notice of all actions taken pursuant to this Note, including in reasonable detail a description of such action and the reason therefor. Without limiting the generality of the foregoing, the Company and/or the Issuer, as applicable, shall give written notice to the Holder (i) immediately upon any adjustment of the Exchange / Conversion Price, setting forth in reasonable detail, and certifying, the calculation of such adjustment and (ii) at least twenty (20) Business Days prior to the date on which the Company and/or the Issuer, as applicable, closes its books or takes a record (A) with respect to any dividend or distribution upon the Issuer Common Stock, (B) with respect to any pro rata subscription offer to holders of Issuer Common Stock or (C) for determining rights to vote with respect to any Fundamental Transaction, dissolution or liquidation, provided in each case that such information shall be made known to the public prior to or in conjunction with such notice being provided to the Holder.

(b) Payments. Whenever any payment of cash is to be made by the Company to any Person pursuant to this Note, such payment shall be made in lawful money of the United States of America via wire transfer of immediately available funds by providing the Company with prior written notice setting out such request and the Holder's wire transfer instructions; provided, that the Holder, upon written notice to the Company, may elect to receive a payment of cash in lawful money of the United States of America by a check drawn on the account of the Company and sent via overnight courier service to such Person at such address as previously provided to the Company in writing (which address, in the case of each of the Buyers, shall initially be as set forth on the Schedule of Buyers attached to the Securities Purchase Agreement). Whenever any amount expressed to be due by the terms of this Note is due on any day which is not a Business Day, the same shall instead be due on the next succeeding day which is a Business Day.

(26) CANCELLATION. After all Principal, any accrued Interest and any other amounts at any time owed on this Note have been paid in full, this Note shall automatically be deemed canceled, shall be surrendered to the Company for cancellation and shall not be reissued.

(27) WAIVER OF NOTICE. To the extent permitted by law, each of the Company and the Issuer hereby waives demand, notice, protest and all other demands and notices in connection with the delivery, acceptance, performance, default or enforcement of this Note and the Securities Purchase Agreement.

(28) GOVERNING LAW; JURISDICTION; JURY TRIAL. This Note shall be construed and enforced in accordance with, and all questions concerning the construction, validity, interpretation and performance of this Note shall be governed by, the internal laws of the State of New York, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of New York or any other jurisdictions) that would cause the application of the laws of any jurisdictions other than the State of New York. Each of the Company and the Issuer hereby irrevocably submits to the exclusive jurisdiction of the state and

federal courts sitting in The City of New York, Borough of Manhattan, for the adjudication of any dispute hereunder or in connection herewith or with any transaction contemplated hereby or discussed herein, and hereby irrevocably waives, and agrees not to assert in any suit, action or proceeding, any claim that it is not personally subject to the jurisdiction of any such court, that such suit, action or proceeding is brought in an inconvenient forum or that the venue of such suit, action or proceeding is improper. Each of the Company and the Issuer hereby irrevocably waives personal service of process and consents to process being served in any such suit, action or proceeding by mailing a copy thereof to such party at the address set forth in Section 9(f) of the Securities Purchase Agreement and agrees that such service shall constitute good and sufficient service of process and notice thereof. Nothing contained herein shall be deemed to limit in any way any right to serve process in any manner permitted by law. Nothing contained herein shall be deemed or operate to preclude the Holder from bringing suit or taking other legal action against the Company or the Issuer in any other jurisdiction to collect on the Company's or the Issuer's obligations to the Holder, to realize on any collateral or any other security for such obligations, or to enforce a judgment or other court ruling in favor of the Holder. **EACH OF THE COMPANY AND THE ISSUER HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE, AND AGREES NOT TO REQUEST, A JURY TRIAL FOR THE ADJUDICATION OF ANY DISPUTE HEREUNDER OR IN CONNECTION WITH OR ARISING OUT OF THIS NOTE OR ANY TRANSACTION CONTEMPLATED HEREBY.**

(29) SEVERABILITY. If any provision of this Note is prohibited by law or otherwise determined to be invalid or unenforceable by a court of competent jurisdiction, the provision that would otherwise be prohibited, invalid or unenforceable shall be deemed amended to apply to the broadest extent that it would be valid and enforceable, and the invalidity or unenforceability of such provision shall not affect the validity of the remaining provisions of this Note so long as this Note as so modified continues to express, without material change, the original intentions of the parties as to the subject matter hereof and the prohibited nature, invalidity or unenforceability of the provision(s) in question does not substantially impair the respective expectations or reciprocal obligations of the parties or the practical realization of the benefits that would otherwise be conferred upon the parties. The parties will endeavor in good faith negotiations to replace the prohibited, invalid or unenforceable provision(s) with a valid provision(s), the effect of which comes as close as possible to that of the prohibited, invalid or unenforceable provision(s).

(30) DISCLOSURE. Upon delivery by the Company or the Issuer to the Holder (or receipt by the Company or the Issuer from the Holder) of any notice in accordance with the terms of this Note, unless each of the Company and the Issuer has in good faith determined that the matters relating to such notice do not constitute material, nonpublic information relating to the Company, the Issuer or any of their respective Subsidiaries, the Issuer shall contemporaneously with any such delivery (or on or prior to 8:30 a.m., New York city time on the Business Day following a notice from the Holder) publicly disclose such material, nonpublic information on a Current Report on Form 8-K or otherwise. In the event that the Company or the Issuer believes that a notice contains material, nonpublic information relating to the Company, the Issuer or any of their respective Subsidiaries, the Company or the Issuer shall so indicate in such notice to the Holder contemporaneously with delivery of such notice (or immediately upon receipt of notice from the Holder in a written notice), and in the absence of any such written indication in such notice (or notice from the Company or the Issuer immediately upon receipt of a notice from the Holder), the Holder shall be allowed to presume that all matters relating to such notice do not constitute material, nonpublic information relating to the Company, the Issuer or any of their respective Subsidiaries. Nothing contained in this Section 30 shall limit any

obligations of the Company, the Issuer, or any rights of the Holder, under Section 4(i) of the Securities Purchase Agreement.

(31) USURY. This Note is subject to the express condition that at no time shall the Company be obligated or required to pay interest hereunder at a rate or in an amount which could subject the Holder to either civil or criminal liability as a result of being in excess of the maximum interest rate or amount which the Company is permitted by applicable law to contract or agree to pay. If by the terms of this Note, the Company is at any time required or obligated to pay interest hereunder at a rate or in an amount in excess of such maximum rate or amount, the rate or amount of interest under this Note shall be deemed to be immediately reduced to such maximum rate or amount and the interest payable shall be computed at such maximum rate or be in such maximum amount and all prior interest payments in excess of such maximum rate or amount shall be applied and shall be deemed to have been payments in reduction of the principal balance of this Note.

(32) ABSENCE OF TRADING AND DISCLOSURE RESTRICTIONS. Each of the Company and the Issuer acknowledges and agrees that the Holder is not, by virtue of the Note or the transactions contemplated by the Transaction Documents, a fiduciary or agent of the Company, the Issuer and/or any of their respective Subsidiaries and that, to the extent any Holder of a Note is an entity other than the Lead Investor and its Affiliates, such Holder shall have no obligation to (a) maintain the confidentiality of any information provided by the Company, the Issuer and/or any of their respective Subsidiaries or (b) refrain from trading any securities of the Company, the Issuer and/or any of their respective Subsidiaries while in possession of such information in the absence of a written non-disclosure agreement signed by an officer of such Holder that explicitly provides for such confidentiality and trading restrictions. In the absence of such an executed, written non-disclosure agreement, each of the Company and the Issuer acknowledges that, to the extent any Holder of a Note is an entity other than the Lead Investor and its Affiliates, such Holder may freely trade in any securities issued by the Company, the Issuer and/or any of their respective Subsidiaries, may possess and use any information provided by the Company, the Issuer and/or any of their respective Subsidiaries, as the case may be, in connection with such trading activity, and may disclose any such information to any third party.

(33) CERTAIN DEFINITIONS. For purposes of this Note, the following terms shall have the following meanings:

(a) "**Acquired Indebtedness**" means, with respect to any specified Person:

(i) Indebtedness of any other Person existing at the time such other Person (a) is merged with or into (or consolidated or otherwise combined with the Company or any Subsidiary) or (b) became a Subsidiary of such specified Person, and

(ii) Indebtedness secured by a Lien encumbering any asset acquired by such specified Person,

(b) in each case, including Indebtedness Incurred as consideration in, in contemplation of, or to provide all or any portion of the funds or credit support utilized to consummate, the transaction or series of related transactions pursuant to which such Subsidiary became a Subsidiary or was otherwise acquired by such Person, or such asset was acquired by such Person, as applicable.

(c) "**Affiliate**" shall have the meaning ascribed to such term in Rule 405 of the Securities Act.

(d) "**Approved Stock Plan**" means any employee benefit plan which has been approved by the Board of Directors of the Issuer, pursuant to which the Issuer's securities may be issued to any employee, officer or director for services provided to the Issuer.

(e) "**Attribution Parties**" means, collectively, the following Persons: (i) any investment vehicle, including, any funds, feeder funds or managed accounts, currently, or from time to time after the Issuance Date, directly or indirectly managed or advised by the Holder's investment manager or any of its Affiliates or principals, (ii) any direct or indirect Affiliates of the Holder or any of the foregoing, (iii) any Person acting or who could be deemed to be acting as a Group together with the Holder or any of the foregoing and (iv) any other Persons whose beneficial ownership of the Issuer Common Stock would or could be aggregated with the Holder's and the other Attribution Parties for purposes of Section 13(d) of the Exchange Act. For clarity, the purpose of the foregoing is to subject collectively the Holder and all other Attribution Parties to the Maximum Percentage.

(f) "**Bloomberg**" means Bloomberg Financial Markets.

(g) "**Business Day**" means any day other than Saturday, Sunday or other day on which commercial banks in The City of New York are authorized or required by law to remain closed.

(h) "**Buyers**" has the meaning ascribed to such term in the Securities Purchase Agreement.

(i) "**Change of Control**" means any Fundamental Transaction other than (i) any reorganization, recapitalization or reclassification of the Issuer Common Stock in which holders of the Company's or the Issuer, as applicable, voting power immediately prior to such reorganization, recapitalization or reclassification continue after such reorganization, recapitalization or reclassification to hold publicly traded securities and, directly or indirectly, the holders of a majority of the voting power of the surviving entity (or entities with the authority or voting power to elect the members of the board of directors (or their equivalent if other than a corporation) of such entity or entities) after such reorganization, recapitalization or reclassification or (ii) pursuant to a migratory merger effected solely for the purpose of changing the jurisdiction of incorporation of the Company or the Issuer, as applicable. For the avoidance of doubt, none of the Holding Company Reorganization, the transactions contemplated by the CVR Term Sheet dated as of March 19, 2026 or any Post-Transaction Merger shall constitute a Change of Control.

(j) "**Closing Bid Price**" and "**Closing Sale Price**" means, for any security as of any date, the last closing bid price and last closing trade price, respectively, for such security on the Principal Market, as reported by Bloomberg, or, if the Principal Market begins to operate on an extended hours basis and does not designate the closing bid price or the closing trade price, as the case may be, then the last bid price or last trade price, respectively, of such security prior to 4:00 p.m., New York Time, as reported by Bloomberg, or, if the Principal Market is not the principal securities exchange or trading market for such security, the last closing bid price or last trade price, respectively, of such security on the principal securities exchange or trading market where such security is listed or traded as reported by Bloomberg, or if the foregoing do not apply, the last closing bid price or last trade price, respectively, of such security in the over-the-counter market on the electronic bulletin board for such security as reported by Bloomberg, or, if no closing bid price or last trade price, respectively, is reported for such security by Bloomberg, the average of the bid prices, or the ask prices, respectively, of any market makers for such security as reported in the Pink Open Market (f/k/a OTC Pink) published by OTC Markets Group, Inc. (or a similar organization or agency succeeding to its functions of reporting prices). If the Closing Bid Price or the Closing Sale Price cannot be calculated for a

security on a particular date on any of the foregoing bases, the Closing Bid Price or the Closing Sale Price, as the case may be, of such security on such date shall be the fair market value as mutually determined by the Issuer and the Holder. If the Issuer and the Holder are unable to agree upon the fair market value of such security, then such dispute shall be resolved pursuant to Section 24. All such determinations to be appropriately adjusted for any stock dividend, stock split, stock combination, reclassification or other similar transaction relating to the Issuer Common Stock during the applicable calculation period.

(k) "**Closing Date**" shall have the meaning set forth in the Securities Purchase Agreement, which date is any date the Company and the Issuer initially issued Notes pursuant to the terms of the Securities Purchase Agreement.

(l) "**Company Common Stock**" means (i) the Company's common Stock, and (ii) any capital stock into which such Company Common Stock shall have been changed or any capital stock resulting from a reorganization, recapitalization or reclassification of such Company Common Stock.

(m) "**Company Fundamental Transaction**" means a Fundamental Transaction, directly or indirectly, related to the Company.

(n) "**Contingent Obligation**" means, as to any Person, any direct or indirect liability, contingent or otherwise, of that Person with respect to any Indebtedness, lease, dividend or other obligation of another Person if the primary purpose or intent of the Person Incurring such liability, or the primary effect thereof, is to provide assurance to the obligee of such liability that such liability will be paid or discharged, or that any agreements relating thereto will be complied with, or that the holders of such liability will be protected (in whole or in part) against loss with respect thereto.

(o) "**Convertible Securities**" means any stock or securities (other than Options) directly or indirectly convertible into or exercisable or exchangeable for shares of Issuer Common Stock.

(p) "**CVR Closing**" means the closing of the transactions contemplated by the CVR Term Sheet dated as of March 19, 2026.

(q) "**Eligible Market**" means the Principal Market, the New York Stock Exchange, The NASDAQ Global Market, The NASDAQ Global Select Market, or the NYSE American.

(r) "**Equity Interests**" means (a) all shares of capital stock (whether denominated as common capital stock or preferred capital stock), equity interests, beneficial, partnership or membership interests, joint venture interests, participations or other ownership or profit interests in or equivalents (regardless of how designated) of or in a Person (other than an individual), whether voting or non-voting and (b) all securities convertible into or exchangeable for any of the foregoing and all warrants, Options or other rights to purchase, subscribe for or otherwise acquire any of the foregoing, whether or not presently convertible, exchangeable or exercisable.

(s) "**Exchange Act**" means the Securities Exchange Act of 1934, as amended.

(t) "**Exchange / Conversion Price**" means, as of any Exchange Date or other date of determination, $0.6261 per share, subject to adjustment as provided herein.

(u) "**Exchange Shares**" means shares of Issuer Common Stock issuable by the Issuer pursuant to the terms of any of the Notes, including any related Interest so exchanged or redeemed, without regard to any limitation on exchange set forth in the Notes.

(v) "**Excluded Securities**" means any shares of Issuer Common Stock issued or issuable: (i) in connection with any Approved Stock Plan; (ii) pursuant to the terms of the Notes or the Securities Purchase Agreement (excluding any securities of the Company or the Issuer issued or issuable pursuant to any subsequent placements or financing rounds with any investors other than the Lead Investor pursuant to Section 4(o)(iii) of the Securities Purchase Agreement); (iii) at or above the Applicable Price, pursuant to the terms of the Issuer's Sales Agreement with Leerink Partners LLC dated March 20, 2025; and (iv) upon exchange, conversion or exercise of any Options or Convertible Securities which are outstanding on the day immediately preceding the Subscription Date, provided that the terms of such Options or Convertible Securities are not amended, modified or changed on or after the Subscription Date.

(w) "**First Amendment to Sublease Agreement**" means that First Amendment to Sublease Agreement, dated as of September 1, 2025, made by and between Senti Biosciences, Inc. and GeneFab, LLC.

(x) "**Fundamental Transaction**" means (A) that the Company or the Issuer shall, directly or indirectly, including through Subsidiaries, Affiliates or otherwise, in one or more related transactions, (i) consolidate or merge with or into (whether or not the Company or the Issuer is the surviving corporation) another Subject Entity, or (ii) sell, assign, transfer, convey or otherwise dispose of all or substantially all of the properties or assets of the Company or the Issuer or any of their respective "significant subsidiaries" (as defined in Rule 1-02 of Regulation S-X) to one or more Subject Entities, or (iii) make, or allow one or more Subject Entities to make, or allow the Company or the Issuer to be subject to or have the Issuer Common Stock be subject to or party to one or more Subject Entities making, a purchase, tender or exchange offer that is accepted by the holders of at least either (x) 50% of the outstanding shares of Issuer Common Stock, (y) 50% of the outstanding shares of Issuer Common Stock calculated as if any shares of Issuer Common Stock held by all Subject Entities making or party to, or Affiliated with any Subject Entities making or party to, such purchase, tender or exchange offer were not outstanding; or (z) such number of shares of Issuer Common Stock such that all Subject Entities making or party to, or Affiliated with any Subject Entity making or party to, such purchase, tender or exchange offer, become collectively the beneficial owners (as defined in Rule 13d-3 under the Exchange Act) of at least 50% of the outstanding shares of Issuer Common Stock, or (iv) consummate a stock purchase agreement or other business combination (including, without limitation, a reorganization, recapitalization, spin-off or scheme of arrangement) with one or more Subject Entities whereby such Subject Entities, individually or in the aggregate, acquire, either (x) at least 50% of the outstanding shares of Issuer Common Stock, (y) at least 50% of the outstanding shares of Issuer Common Stock calculated as if any shares of Issuer Common Stock held by all the Subject Entities making or party to, or Affiliated with any Subject Entity making or party to, such stock purchase agreement or other business combination were not outstanding; or (z) such number of shares of Issuer Common Stock such that the Subject Entities become collectively the beneficial owners (as defined in Rule 13d-3 under the Exchange Act) of at least 50% of the outstanding shares of Issuer Common Stock, or (v) reorganize, recapitalize or reclassify the Issuer Common Stock, (B) that the Company or the Issuer shall, directly or indirectly, including through Subsidiaries, Affiliates or otherwise, in one or more related transactions allow any Subject Entity individually or the Subject Entities in the aggregate to be or become the "beneficial owner" (as defined in Rule 13d-3 under the Exchange Act), directly or indirectly, whether through acquisition, purchase, assignment, conveyance, tender, tender offer, exchange, reduction in outstanding shares of Issuer Common Stock, merger, consolidation, business combination, reorganization, recapitalization, spin-off, scheme of arrangement, reorganization, recapitalization or reclassification or otherwise in any manner whatsoever, of

either (x) at least 50% of the aggregate ordinary voting power represented by issued and outstanding Issuer Common Stock, (y) at least 50% of the aggregate ordinary voting power represented by issued and outstanding Issuer Common Stock not held by all such Subject Entities as of the Subscription Date calculated as if any shares of Issuer Common Stock held by all such Subject Entities were not outstanding, or (z) a percentage of the aggregate ordinary voting power represented by issued and outstanding shares of Issuer Common Stock or other equity securities of the Issuer sufficient to allow such Subject Entities to effect a statutory short form merger or other transaction requiring other stockholders of the Issuer to surrender their shares of Issuer Common Stock without approval of the stockholders of the Issuer, (C) that the Issuer shall, directly or indirectly, through Subsidiaries or otherwise, cease to be the Company's managing member or cease to control the Company or (D) that the Company or the Issuer shall, directly or indirectly, including through Subsidiaries, Affiliates or otherwise, in one or more related transactions, the issuance of or the entering into any other instrument or transaction structured in a manner to circumvent, or that circumvents, the intent of this definition in which case this definition shall be construed and implemented in a manner otherwise than in strict conformity with the terms of this definition to the extent necessary to correct this definition or any portion of this definition which may be defective or inconsistent with the intended treatment of such instrument or transaction; provided that, none of the Holding Company Reorganization, the transactions contemplated by the CVR Term Sheet dated as of March 19, 2026, or any Post-Transaction Merger shall constitute Fundamental Transactions.

(y) "**GAAP**" means United States generally accepted accounting principles, consistently applied during the periods involved as in effect from time to time.

(z) "**Group**" means a "group" as that term is used in Section 13(d) of the Exchange Act and as defined in Rule 13d-5 thereunder.

(aa) "**Holding Company Reorganization**" has the meaning ascribed to such term in the Securities Purchase Agreement.

(bb) **"Incur"** (including, with correlative meaning, the term "Incurrence") means issue, assume, guarantee, incur or otherwise become liable for; provided, however, that any Indebtedness or Equity Interests of a Person existing at the time such Person becomes a Subsidiary (whether by merger, consolidation, acquisition or otherwise) shall be deemed to be Incurred by such Person at the time it becomes a Subsidiary.

(cc) **"Indebtedness"** of any Person means, without duplication (i) all indebtedness for borrowed money, (ii) all obligations issued, undertaken or assumed as the deferred purchase price of property or services, including (without limitation) "capital leases" in accordance with GAAP (other than trade payables entered into in the ordinary course of business consistent with past practice), (iii) all reimbursement or payment obligations with respect to letters of credit, surety bonds and other similar instruments, (iv) all obligations evidenced by notes, bonds, debentures or similar instruments, including obligations so evidenced Incurred in connection with the acquisition of property, assets or businesses, (v) all indebtedness created or arising under any conditional sale or other title retention agreement, or Incurred as financing, in either case with respect to any property or assets acquired with the proceeds of such indebtedness (even though the rights and remedies of the seller or bank under such agreement in the event of default are limited to repossession or sale of such property), (vi) all monetary obligations under any leasing or similar arrangement which, in connection with GAAP, is classified as a capital lease, (vii) all indebtedness referred to in clauses (i) through (vi) above secured by (or for which the holder of such Indebtedness has an existing right, contingent or otherwise, to be secured by) any mortgage, deed of trust, lien, pledge, charge, security interest or other encumbrance of any nature whatsoever in or upon any property or assets (including accounts and contract rights) with respect to any asset or property owned by any Person, even though the Person which owns such

assets or property has not assumed or become liable for the payment of such indebtedness, and (viii) all Contingent Obligations in respect of indebtedness or obligations of others of the kinds referred to in clauses (i) through (vii) above.

(dd) **"Initial Closing Date"** has the meaning ascribed to such term in the Securities Purchase Agreement.

(ee) **"Intellectual Property Rights"** has the meaning ascribed to such term in the Security Agreement.

(ff) **"Issuer"** means (i) prior to the completion of the Holding Company Reorganization, Senti Biosciences, Inc., a Delaware corporation and (ii) from and after the completion of the Holding Company Reorganization, Senti Biosciences Holdings, Inc., a Delaware corporation.

(gg) **"Issuer Common Stock"** means (i) the Issuer's shares of common stock, par value $0.0001 per share, and (ii) any capital stock into which such Issuer Common Stock shall have been changed or any capital stock resulting from a reorganization, recapitalization or reclassification of such Issuer Common Stock.

(hh) **"Issuer Fundamental Transaction"** means a Fundamental Transaction, directly or indirectly, related to the Issuer.

(ii) **"Lead Investor"** means CPIF II-7 Limited, an exempted company incorporated under the laws of Cayman Islands, or any designee that is an Affiliate of Celadon Partners, LLC.

(jj) **“Letter Agreement”** means that certain Letter Agreement delivered to Senti Biosciences, Inc. on September 1, 2025 from GeneFab, LLC.

(kk) **"Material Adverse Effect"** has the meaning ascribed to such term in the Securities Purchase Agreement.

(ll) **“Maximum Percentage”** shall initially be set at the discretion of the Holder between 0% and 19.99%.

(mm) **"Option Value"** means the value of an Option based on the Black and Scholes Option Pricing model obtained from the "OV" function on Bloomberg determined as of (A) the Trading Day prior to the public announcement of the applicable Option if the issuance of such Option is publicly announced or (B) the Trading Day immediately following the issuance of the applicable Option if the issuance of such Option is not publicly announced, for pricing purposes and reflecting (i) a risk-free interest rate corresponding to the U.S. Treasury rate for a period equal to the remaining term of the applicable Option as of the applicable date of determination, (ii) an expected volatility equal to the greater of 100% and the 100 day volatility obtained from the HVT function on Bloomberg as of (A) the Trading Day immediately following the public announcement of the applicable Option if the issuance of such Option is publicly announced or (B) the Trading Day immediately following the issuance of the

applicable Option if the issuance of such Option is not publicly announced, (iii) the underlying price per share used in such calculation shall be the highest Weighted Average Price of the Issuer during the period beginning on the earlier of (A) the Trading Day prior to the public announcement of the applicable Option if the issuance of such Option is publicly announced and (B) the Trading Day prior to the execution of such definitive documentation, if any, and ending on the Trading Day immediately following the issuance of the applicable Option, (iv) a zero cost of borrow and (v) a 360 day annualization factor.

(nn) **"Options"** means any rights, warrants or options to subscribe for or purchase (i) shares of Issuer Common Stock or (ii) Convertible Securities.

(oo) **"Outstanding Amount"** means the sum of (A) the portion of the Principal to be exchanged, converted, redeemed or otherwise with respect to which this determination is being made, and (B) accrued and unpaid Interest, if any, with respect to such Principal.

(pp) **"Permitted Indebtedness"** means (i) Indebtedness evidenced by this Note and the Other Notes, (ii) trade payables Incurred in the ordinary course of business and consistent with past practice and (iii) Indebtedness solely to the extent secured by Permitted Liens described in clauses (iv) of the definition of Permitted Liens and which Indebtedness does not provide at any time for the redemption, payment, prepayment, repayment, repurchase or defeasance, directly or indirectly, of any principal or premium, if any, thereon until one hundred eighty one (181) days after the Maturity Date or later.

(qq) **"Permitted Liens"** means (i) any Lien for taxes not yet due or delinquent or being contested in good faith by appropriate proceedings for which adequate reserves have been established in accordance with GAAP, (ii) any statutory Lien arising in the ordinary course of business by operation of law with respect to a liability that is not yet due or delinquent, (iii) any Lien created by operation of law, such as materialmen's liens, mechanics' liens and other similar liens, arising in the ordinary course of business with respect to a liability that is not yet due or delinquent or that are being contested in good faith by appropriate proceedings, (iv) Liens (A) upon or in any equipment acquired or held by the Company or any of its Subsidiaries to secure the purchase price of such equipment or Indebtedness Incurred solely for the purpose of financing the acquisition or lease of such equipment, or (B) existing on such equipment at the time of its acquisition, provided that the Lien is confined solely to the property so acquired and improvements thereon, and the proceeds of such equipment, (v) Liens Incurred in connection with the extension, renewal or refinancing of the Indebtedness secured by Liens of the type described in clause (iv) above, provided that any extension, renewal or replacement Lien shall be limited to the property encumbered by the existing Lien and the principal amount of the Indebtedness being extended, renewed or refinanced does not increase, (vi) leases or subleases granted to others in the ordinary course of the Company's business, not interfering in any material respect with the business of the Company and its Subsidiaries taken as a whole, (vii) Liens in favor of customs and revenue authorities arising as a matter of law to secure payments of custom duties in connection with the importation of goods, (viii) Liens arising from judgments, decrees or attachments in circumstances not constituting an Event of Default under Section 5(a)(xii) and (ix) Liens securing the Notes pursuant to the Security Agreement.

(rr) **"Person"** means an individual, a limited liability company, a partnership, a joint venture, a corporation, a trust, an unincorporated organization, any other entity and any government or any department or agency thereof.

(ss) **“Post-Transaction Merger”** means any transaction between Senti Biosciences Holdings, Inc. and a counterparty pursuant to which Senti Biosciences, Inc. would be disposed of pursuant to a merger or similar transaction and the proceeds of which would be distributed to pre-transaction Senti Biosciences Holdings, Inc. stockholders.

(tt) **"Principal Market"** means The Nasdaq Capital Market.

(uu) **"Pro Rata Amount"** means a fraction (i) the numerator of which is the Original Principal Amount of the Holder's Note issued to the Holder pursuant to the Securities Purchase Agreement on the Initial Closing Date and (ii) the denominator of which is the aggregate Original Principal Amounts (as defined in this Note and the Other Notes) of all Notes issued to the Buyers pursuant to the Securities Purchase Agreement on the Initial Closing Date.

(vv) **"Redemption Dates"** means, collectively, the Event of Default Redemption Dates and the Change of Control Redemption Dates, as applicable, each of the foregoing, individually, a Redemption Date.

(ww) **"Redemption Notices"** means, collectively, the Event of Default Redemption Notices and the Change of Control Redemption Notices, each of the foregoing, individually, a Redemption Notice.

(xx) **"Redemption Prices"** means, collectively, the Event of Default Redemption Prices, the Bankruptcy Event of Default Redemption Price and the Change of Control Redemption Prices, each of the foregoing, individually, a Redemption Price.

(yy) **"Registrable Securities"** has the meaning ascribed to such term in the Registration Rights Agreement.

(zz) **"Registration Rights Agreement"** means that certain registration rights agreement, dated as of the Subscription Date, by and among the Company, the Issuer and the initial holders of the Notes relating to, among other things, the registration of the resale of the Issuer Common Stock issuable upon exchange of the Notes, as may be amended, amended and restated, supplemented or otherwise modified from time to time.

(aaa) **"Registration Statement"** has the meaning ascribed to such term in the Registration Rights Agreement.

(bbb) **"Related Fund"** means, with respect to any Person, a fund or account managed by such Person or an Affiliate of such Person.

(ccc) **"Required Holders"** means the holders of Notes representing at least a majority of the aggregate principal amount of the Notes then outstanding and shall include the Lead Investor so long as the Lead Investor or any of its Affiliates holds any Notes.

(ddd) **"SEC"** means the United States Securities and Exchange Commission.

(eee) **"Securities Act"** means the Securities Act of 1933, as amended.

(fff) **"Securities Purchase Agreement"** means that certain securities purchase agreement dated as of the Subscription Date by and among the Company, the Issuer and the investors listed on the signature pages attached thereto pursuant to which the Company and the Issuer issued the Notes, as may be amended, amended and restated, supplemented or otherwise modified from time to time.

(ggg) **"Security Agreement"** means that certain pledge and security agreement dated as of the Initial Closing Date by and among the Company, the Issuer and each of the other Grantors referred to therein, in favor of [●], in its capacity as collateral agent for the Secured Parties referred to therein, as may be amended, amended and restated, supplemented or otherwise modified from time to time.

(hhh) **"Stockholder Approval"** has the meaning ascribed to such term in the Securities Purchase Agreement.

(iii) **"Stockholder Approval Date"** means the date the Stockholder Approval (as defined below) is obtained.

(jjj) **"Stockholder Approval Meeting Deadline"** has the meaning ascribed to such term in the Securities Purchase Agreement.

(kkk) **"Subject Entity"** means any Person, Persons or Group or any Affiliate or associate of any such Person, Persons or Group.

(lll) **"Subscription Date"** means [•], 2026.

(mmm) **"Subsidiary"** means any entity in which the applicable Person, directly or indirectly, owns any capital stock or other Equity Interest.

(nnn) **"Successor Entity"** means any successor entity in a Fundamental Transaction in which the Company or the Issuer, as applicable, is not the survivor.

(ooo) **"Trading Day"** means any day on which the Issuer Common Stock is traded on the Principal Market, or, if the Principal Market is not the principal trading market for the Issuer Common Stock on such day, then on the principal securities exchange or securities market on which the Issuer Common Stock is then traded.

(ppp) **"Transaction Documents"** has the meaning ascribed to such term in the Securities Purchase Agreement.

(qqq) **"Weighted Average Price"** means, for any security as of any date, the dollar volume-weighted average price for such security on the Principal Market during

the period beginning at 9:30 a.m., New York Time (or such other time as the Principal Market publicly announces is the official open of trading), and ending at 4:00 p.m., New York Time (or such other time as the Principal Market publicly announces is the official close of trading) as reported by Bloomberg through its "Volume at Price" function, or, if the foregoing does not apply, the dollar volume-weighted average price of such security in the over-the-counter market on the electronic bulletin board for such security during the period beginning at 9:30 a.m., New York Time (or such other time as such market publicly announces is the official open of trading), and ending at 4:00 p.m., New York Time (or such other time as such market publicly announces is the official close of trading) as reported by Bloomberg, or, if no dollar volume-weighted average price is reported for such security by Bloomberg for such hours, the average of the highest closing bid price and the lowest closing ask price of any of the market makers for such security as reported in the OTC Link or Pink Open Market (f/k/a OTC Pink) published by OTC Markets Group, Inc. (or a similar organization or agency succeeding to its functions of reporting prices). If the Weighted Average Price cannot be calculated for a security on a particular date on any of the foregoing bases, the Weighted Average Price of such security on such date shall be the fair market value as mutually determined by the Company and/or the Issuer, as applicable, and the Holder. If the Company and/or the Issuer, as applicable, and the Holder are unable to agree upon the fair market value of such security, then such dispute shall be resolved pursuant to Section 24. All such determinations to be appropriately adjusted for any stock dividend, stock split, stock combination, reclassification or other similar transaction relating to the Issuer Common Stock during the applicable calculation period.

[Signature Page Follows]

IN WITNESS WHEREOF, each of the Company and the Issuer has caused this Note to be duly executed as of the Issuance Date set out above.

SENTI HOLDINGS, INC.

By: ______________________________

Name:

Title:

SENTI BIOSCIENCES, INC.

By: ______________________________

Name:

Title:

SENTI BIOSCIENCES HOLDINGS, INC.

By: ______________________________

Name:

Title:

EXHIBIT I

SENTI HOLDINGS, INC.
SENTI BIOSCIENCES, INC.
SENTI BIOSCIENCES HOLDINGS, INC.

EXCHANGE NOTICE

Reference is made to the Senior Secured Convertible Note (the "**Note**") issued to the undersigned by Senti Holdings, Inc., a Delaware corporation (the "**Company**"), Senti Biosciences, Inc, a Delaware corporation and Senti Biosciences Holdings, Inc., a Delaware corporation (the "**Issuer**"). In accordance with and pursuant to the Note, the undersigned hereby elects to exchange the Outstanding Amount (as defined in the Note) of the Note indicated below into shares of Issuer Common Stock par value $0.0001 per share (the "**Issuer Common Stock**") of the Issuer as of the date specified below.

Date of Exchange: ______________________________

Aggregate Outstanding Amount to be exchanged or number of Exchange Shares to be issued upon exchange: ______________________

Please confirm the following information:

Exchange / Conversion Price: ______________________

If Aggregate Outstanding Amount is provided above, number of shares of Issuer Common Stock to be issued: ______________________

Please issue the Issuer Common Stock into which the Notes are being exchanged to the Holder, or for its benefit, as follows:

☐ Check here if requesting delivery as a certificate to the following name and to the following address:

Issue to: ______________________________

____

Address: ______________________________

Electronic Mail: ______________________________

☐ Check here if requesting delivery by Deposit/Withdrawal at Custodian as follows:

DTC Participant: ______________________________

DTC Number: ______________________________

Account Number:

Authorization: ______________________________

By: ______________________________

Title: ______________________________

Dated: ______________________________

Account Number: ______________________________
(if electronic book entry transfer)

Transaction Code Number: ______________________________
(if electronic book entry transfer)

ACKNOWLEDGMENT

Each of the Issuer and the Company hereby acknowledges this Exchange Notice and hereby directs Continental Stock Transfer & Trust Company to issue the above indicated number of shares of Issuer Common Stock in accordance with the Transfer Agent Instructions dated __________ __, 2026 from the Issuer and acknowledged and agreed to by Continental Stock Transfer & Trust Company.

SENTI HOLDINGS, INC.

By: ______________________________

Name:

Title:

SENTI BIOSCIENCES, INC.

By: ______________________________

Name:

Title:

SENTI BIOSCIENCES HOLDINGS, INC.

By: ______________________________

Name:

Title:

EXHIBIT I

SENTI HOLDINGS, INC.
SENTI BIOSCIENCES, INC.
SENTI BIOSCIENCES HOLDINGS, INC.

CONVERSION NOTICE

Reference is made to the Senior Secured Convertible Note (the "**Note**") issued to the undersigned by Senti Holdings, Inc., a Delaware corporation (the "**Company**"), Senti Biosciences, Inc., a Delaware corporation and Senti Biosciences Holdings, Inc., a Delaware corporation (the "**Issuer**"). In accordance with and pursuant to the Note, the undersigned hereby elects to convert the Outstanding Amount (as defined in the Note) of the Note indicated below into Company Common Stock par value $0.0001 per share (the "**Company Common Stock**") of the Company as of the date specified below.

Date of Conversion: ____________________

Aggregate Outstanding Amount to be converted or number of Company Common Stock to be issued upon conversion: ____________________

Please confirm the following information:

Exchange / Conversion Price: ____________________

If Aggregate Outstanding Amount is provided above, number of Company Common Stock to be issued: ____________________

Please issue the Company Common Stock into which the Notes are being converted to the Holder, or for its benefit, as follows:

Issue to: ____________________

____

Address: ____________________

Electronic Mail: ____________________

Authorization: ____________________

By: ____________________

Title: ____________________

Dated: ____________________

Account Number: ____________________
(if electronic book entry transfer)

Transaction Code Number: ____________________
(if electronic book entry transfer)

ACKNOWLEDGMENT

Each of the Company and the Issuer hereby acknowledges this Conversion Notice and hereby directs Continental Stock Transfer & Trust Company to issue the above indicated number of Company Common Stock.

SENTI HOLDINGS, INC.

By: ______________________________

Name:

Title:

SENTI BIOSCIENCES, INC.

By: ______________________________

Name:

Title:

SENTI BIOSCIENCES HOLDINGS, INC.

By: ______________________________

Name:

Title:

GUARANTEE (this "**Guarantee**"), dated as of [__], 2026, made by each of the undersigned (each a "**Guarantor**", and collectively, the "**Guarantors**"), in favor of the Secured Parties (as defined below) in connection with the Securities Purchase Agreement, the Notes and each other Transaction Document referenced below.

W I T N E S S E T H :

WHEREAS, Senti Holdings, Inc., a Delaware limited corporation, (the "**Company**"), Senti Biosciences, Inc., a Delaware corporation, Senti Biosciences Holdings, Inc., a Delaware corporation, and each party listed as a "Buyer" on the Schedule of Buyers attached to the Securities Purchase Agreement (each a "**Buyer**", and collectively, the "**Buyers**") are parties to that certain Securities Purchase Agreement, dated as of [__], 2026, (the "**Securities Purchase Agreement**"), pursuant to which, among other things, the Buyers shall purchase from the Company certain senior secured convertible Notes (as defined in the Securities Purchase Agreement). "**Issuer**" means (i) prior to the completion of the Holding Company Reorganization (as defined in the Securities Purchase Agreement), Senti Biosciences, Inc. and (ii) from and after the completion of the Holding Company Reorganization, Senti Biosciences Holdings, Inc.;

WHEREAS, the Buyers have requested, and the Guarantors have agreed, that the Guarantors shall execute and deliver to the Buyers a guarantee guaranteeing all of the obligations of the Company under the Securities Purchase Agreement, the Notes and the Transaction Documents (as defined in the Securities Purchase Agreement);

WHEREAS, pursuant to a Pledge and Security Agreement, dated as of [__], 2026 (as the same has been, and may be, amended from time to time, the "**Security Agreement**"), the Company and the Guarantors have granted to [●], as collateral agent for the Buyers (in such capacity, the "**Collateral Agent**"; the Collateral Agent, together with the Buyers, each a "**Secured Party**", and collectively, the "**Secured Parties**"), a security interest in and lien on selected assets to secure their respective obligations under this Guarantee, the Securities Purchase Agreement, the Notes and the other Transaction Documents; and

WHEREAS, each Guarantor has determined that the execution, delivery and performance of this Guarantee directly benefits, and is in the best interest of, such Guarantor.

NOW, THEREFORE, in consideration of the premises and the agreements herein and for other consideration, the sufficiency of which is hereby acknowledged, each Guarantor hereby agrees with each Secured Party as follows:

SECTION 1. Definitions. Reference is hereby made to the Securities Purchase Agreement, the Notes and each other Transaction Document for a statement of the terms thereof. All terms used in this Guarantee which are defined in the Securities Purchase Agreement, the Notes or any other Transaction Document and not otherwise defined herein shall have the same meanings herein as set forth therein, as applicable.

SECTION 2. Guarantee. The Guarantors, jointly and severally, hereby unconditionally and irrevocably, guarantee to the Secured Parties the punctual payment, as and when due and payable, by stated maturity or otherwise, of all obligations and any other amounts now or hereafter owing by the Company in respect of the Securities Purchase Agreement, the Notes and the other Transaction Documents, including, without limitation, all interest that accrues after the commencement of any proceeding commenced by or against the Company or any Guarantor under any provision of the Bankruptcy Code (Chapter 11 of Title 11 of the United States Code) or under any other bankruptcy or insolvency law, assignments for the benefit of creditors, formal or informal moratoria, compositions, or

extensions generally with creditors, or proceedings seeking reorganization, arrangement, or other similar relief (an "**Insolvency Proceeding**"), whether or not the payment of such interest is unenforceable or is not allowable due to the existence of such Insolvency Proceeding, and all fees, commissions, expense reimbursements, indemnifications and all other amounts due or to become due under any of the Transaction Documents, and any and all expenses (including reasonable counsel fees and expenses) reasonably incurred by the Secured Parties in enforcing any rights under this Guarantee (such obligations, to the extent not paid by the Company, being the "**Guaranteed Obligations**"). Without limiting the generality of the foregoing, each Guarantor's liability hereunder shall extend to all amounts that constitute part of the Guaranteed Obligations and would be owed by the Company to the Secured Parties under the Securities Purchase Agreement, the Notes and any other Transaction Document but for the fact that they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Guarantor or the Company (each, a "**Transaction Party**").

SECTION 3. Guarantee Absolute; Continuing Guarantee; Assignments.

(a) The Guarantors, jointly and severally, guarantee that the Guaranteed Obligations will be paid strictly in accordance with the terms of the Transaction Documents, regardless of any law, regulation or order now or hereafter in effect in any jurisdiction affecting any of such terms or the rights of the Secured Parties with respect thereto. The obligations of each Guarantor under this Guarantee are independent of the Guaranteed Obligations, and a separate action or actions may be brought and prosecuted against any Guarantor to enforce such obligations, irrespective of whether any action is brought against any Transaction Party or whether any Transaction Party is joined in any such action or actions. The liability of any Guarantor under this Guarantee shall be irrevocable, absolute and unconditional irrespective of, and each Guarantor hereby irrevocably waives, to the extent permitted by law, any defenses it may now or hereafter have in any way relating to, any or all of the following:

(i) any lack of validity or enforceability of any Transaction Document or any agreement or instrument relating thereto;

(ii) any change in the time, manner or place of payment of, or in any other term of, all or any of the Guaranteed Obligations, or any other amendment or waiver of or any consent to departure from any Transaction Document, including, without limitation, any increase in the Guaranteed Obligations resulting from the extension of additional credit to any Transaction Party or otherwise;

(iii) any taking, exchange, release or non-perfection of any collateral with respect to the Guaranteed Obligations, or any taking, release or amendment or waiver of or consent to departure from any other guarantee, for all or any of the Guaranteed Obligations; or

(iv) any change, restructuring or termination of the corporate, limited liability company or partnership structure or existence of any Transaction Party.

This Guarantee shall continue to be effective or be reinstated, as the case may be, if at any time any payment of any of the Guaranteed Obligations is rescinded or must otherwise be returned by any Secured Party or any other Person upon the insolvency, bankruptcy or reorganization of any Transaction Party or otherwise, all as though such payment had not been made.

(b) This Guarantee is a continuing guarantee and shall (i) remain in full force and effect until the complete conversion or exchange of all of the Company's obligations under the Notes for equity securities of the Company or the Issuer, as the case may be pursuant to the terms of the Notes, and/or indefeasible payment in full in cash of all obligations under the Notes (together with any matured indemnification obligations as of the date of such exchange and/or payment, but excluding any inchoate or unmatured contingent indemnification obligations) and payment of all other amounts payable under any other Transaction Document and this Guarantee (excluding any inchoate or unmatured contingent indemnification obligations) and (ii) be binding upon each Guarantor and its respective successors and assigns. This Guarantee shall inure to the benefit of and be enforceable by the Secured Parties and their respective successors, and permitted pledgees, transferees and assigns. Without limiting the generality of the foregoing sentence, any Secured Party may pledge, assign or otherwise transfer all or any portion of

its rights and obligations under and subject to the terms of any Transaction Document to any other Person, and such other Person shall thereupon become vested with all the benefits in respect thereof granted to such Secured Party herein or otherwise, in each case as provided in the Securities Purchase Agreement or such Transaction Document.

SECTION 4. Waivers. To the extent permitted by applicable law, each Guarantor hereby waives promptness, diligence, notice of acceptance and any other notice with respect to any of the Guaranteed Obligations and this Guarantee and any requirement that the Secured Parties exhaust any right or take any action against any Transaction Party or any other Person or any Collateral (as defined in the Security Agreement). Each Guarantor acknowledges that it will receive direct and indirect benefits from the financing arrangements contemplated herein and that the waiver set forth in this Section 4 is knowingly made in contemplation of such benefits. The Guarantors hereby waive any right to revoke this Guarantee, and acknowledge that this Guarantee is continuing in nature and applies to all Guaranteed Obligations, whether existing now or in the future.

SECTION 5. Subrogation. No Guarantor may exercise any rights that it may now or hereafter acquire against any Transaction Party or any other guarantor that arise from the existence, payment, performance or enforcement of any Guarantor’s obligations under this Guarantee, including, without limitation, any right of subrogation, reimbursement, exoneration, contribution or indemnification and any right to participate in any claim or remedy of the Secured Parties against any Transaction Party or any other guarantor or any Collateral (as defined in the Security Agreement), whether or not such claim, remedy or right arises in equity or under contract, statute or common law, including, without limitation, the right to take or receive from any Transaction Party or any other guarantor, directly or indirectly, in cash or other property or by set-off or in any other manner, payment or security solely on account of such claim, remedy or right, unless and until the complete conversion or exchange of all of the Company’s obligations under the Notes for equity securities of the Company or the Issuer, as the case may be pursuant to the terms of the Notes, and/or indefeasible payment in full in cash of all obligations under the Notes (together with any matured indemnification obligations as of the date of such exchange and/or payment, but excluding any inchoate or unmatured contingent indemnification obligations) and payment of all other amounts payable under this Guarantee (excluding any inchoate or unmatured contingent indemnification obligations). If any amount shall be paid to a Guarantor in violation of the immediately preceding sentence at any time prior to the later of the payment in full in cash of the Guaranteed Obligations and all other amounts payable under this Guarantee, such amount shall be held in trust for the benefit of the Secured Parties and shall forthwith be paid ratably to the Secured Parties to be credited and applied to the Guaranteed Obligations and all other amounts payable under this Guarantee, whether matured or unmatured, in accordance with the terms of the Transaction Documents, or to be held as collateral for any Guaranteed Obligations or other amounts payable under this Guarantee thereafter arising. If (a) any Guarantor shall make payment to the Secured Parties of all or any part of the Guaranteed Obligations, and (b) the Buyers receive the complete conversion or exchange of all of the Company’s obligations under the Notes for equity securities of the Company or the Issuer, as the case may be pursuant to the terms of the Notes, and/or indefeasible payment in full in cash of all obligations under the Notes (together with any matured indemnification obligations as of the date of such exchange and/or payment, but excluding any inchoate or unmatured contingent indemnification obligations) and payment of all other amounts payable under this Guarantee (excluding any inchoate or unmatured contingent indemnification obligations), the Secured Parties will, at such Guarantor’s request and expense, execute and deliver to such Guarantor appropriate documents, without recourse and without representation or warranty, necessary to evidence the transfer by subrogation to such Guarantor of an interest in the Guaranteed Obligations resulting from such payment by such Guarantor.

SECTION 6. Representations, Warranties and Covenants.

(a) Each Guarantor hereby represents and warrants as of the date first written above as follows:

(i) Each Guarantor (A) is a corporation, limited liability company or limited partnership duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization as set forth on the signature pages hereto, (B) has all requisite corporate, limited liability company or limited partnership power and authority to conduct its business as now conducted and as

presently contemplated and to execute and deliver this Guarantee and each other Transaction Document to which such Guarantor is a party, and to consummate the transactions contemplated hereby and thereby and (C) is duly qualified to do business and is in good standing in each jurisdiction in which the character of the properties owned or leased by it or in which the transaction of its business makes such qualification necessary except where the failure to be so qualified would not (individually or in the aggregate) result in a Material Adverse Effect.

(ii) The execution, delivery and performance by each Guarantor of this Guarantee and each other Transaction Document to which such Guarantor is a party (A) have been duly authorized by all necessary corporate, limited liability company or limited partnership action, (B) do not and will not contravene its charter or by-laws, its limited liability company or operating agreement or its certificate of partnership or partnership agreement, as applicable, or any applicable law or any contractual restriction binding on such Guarantor or its properties do not and will not result in or require the creation of any lien (other than pursuant to any Transaction Document) upon or with respect to any of its properties, and (C) do not and will not result in any default, noncompliance, suspension, revocation, impairment, forfeiture or nonrenewal of any material permit, license, authorization or approval applicable to it or its operations or any of its properties.

(iii) No authorization or approval or other action by, and no notice to or filing with, any governmental authority is required in connection with the due execution, delivery and performance by such Guarantor of this Guarantee or any of the other Transaction Documents to which such Guarantor is a party (other than expressly provided for in any of the Transaction Documents).

(iv) Each of this Guarantee and the other Transaction Documents to which such Guarantor is or will be a party, when delivered, will be, a legal, valid and binding obligation of such Guarantor, enforceable against such Guarantor in accordance with its terms, except as may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance, suretyship or other similar laws and equitable principles (regardless of whether enforcement is sought in equity or at law).

(v) There is no pending or, to the best knowledge of such Guarantor, threatened action, suit or proceeding against such Guarantor or to which any of the properties of such Guarantor is subject, before any court or other governmental authority or any arbitrator that (A) if adversely determined, could reasonably be expected to have a Material Adverse Effect or (B) relates to this Guarantee or any of the other Transaction Documents to which such Guarantor is a party or any transaction contemplated hereby or thereby.

(vi) Such Guarantor (A) has read and understands the terms and conditions of the Securities Purchase Agreement, the Notes and the other Transaction Documents, and (B) now has and will continue to have independent means of obtaining information concerning the affairs, financial condition and business of the Company and the other Transaction Parties, and has no need of, or right to obtain from any Secured Party, any credit or other information concerning the affairs, financial condition or business of the Company or the other Transaction Parties that may come under the control of any Secured Party.

(b) Each Guarantor covenants and agrees that until the complete conversion or exchange of all of the Company's obligations under the Notes for equity securities of the Company or the Issuer, as the case may be pursuant to the terms of the Notes, and/or indefeasible payment in full in cash of all obligations under the Notes (together with any matured indemnification obligations as of the date of such exchange and/or payment, but excluding any inchoate or unmatured contingent indemnification obligations) and payment of all other amounts payable under this Guarantee (excluding any inchoate or unmatured contingent indemnification obligations), it will comply with each of the covenants (except to the extent applicable only to a public company) which are set forth in Section 4 of the Securities Purchase Agreement as if such Guarantor were a party thereto.

SECTION 7. Right of Set-off. Upon the occurrence and during the continuance of any Event of Default, any Secured Party may, and is hereby authorized to, at any time and from time to time, without notice to the Guarantors (any such notice being expressly waived by each Guarantor) and to the

fullest extent permitted by law, set-off and apply any and all deposits (general or special, time or demand, provisional or final) at any time held and other indebtedness at any time owing by any Secured Party to or for the credit or the account of any Guarantor against any and all obligations of the Guarantors now or hereafter existing under this Guarantee or any other Transaction Document, irrespective of whether or not any Secured Party shall have made any demand under this Guarantee or any other Transaction Document and although such obligations may be contingent or unmatured. Each Secured Party agrees to notify the relevant Guarantor promptly after any such set-off and application made by such Secured Party, provided that the failure to give such notice shall not affect the validity of such set-off and application. The rights of any Secured Party under this Section 7 are in addition to other rights and remedies (including, without limitation, other rights of set-off) which such Secured Party may have under this Guarantee or any other Transaction Document in law or otherwise.

SECTION 8. Maximum Liability.

(a) Notwithstanding any provision herein contained to the contrary, each Guarantor's liability hereunder shall be limited to an amount not to exceed as of any date of determination the greater of:

(i) the amount of all Guaranteed Obligations, plus interest thereon as specified in the Transaction Documents; and

(ii) the amount which could be claimed by the Secured Parties from any Guarantor under this Guarantee without rendering such claim voidable or avoidable under the Bankruptcy Code or under any applicable state Uniform Fraudulent Transfer Act, Uniform Fraudulent Conveyance Act or similar statute or common law after taking into account, among other things, Guarantor's right of contribution and indemnification.

(b) Each Guarantor agrees that the Guaranteed Obligations may at any time and from time to time exceed the amount of the liability of such Guarantor hereunder without impairing the guarantee hereunder or affecting the rights and remedies of any Secured Party hereunder or under applicable law.

(c) No payment made by the Company, any Guarantor, any other guarantor or any other Person or received or collected by any Secured Party from the Company, any of the Guarantors, any other guarantor or any other Person by virtue of any action or proceeding or any set-off or appropriation or application at any time or from time to time in reduction of or in payment of the Guaranteed Obligations shall be deemed to modify, reduce, release or otherwise affect the liability of any Guarantor hereunder which shall, notwithstanding any such payment (other than any payment made by such Guarantor in respect of the Guaranteed Obligations or any payment received or collected from such Guarantor in respect of the Guaranteed Obligations), remain liable for the Guaranteed Obligations up to the maximum liability of such Guarantor hereunder until after all of the Guaranteed Obligations and all other amounts payable under this Guaranty shall have been fully satisfied by the complete conversion or exchange of all of the Company's obligations under the Notes for equity securities of the Company or the Issuer, as the case may be pursuant to the terms of the Notes, and/or indefeasible payment in full in cash of all obligations under the Notes (together with any matured indemnification obligations as of the date of such exchange and/or payment, but excluding any inchoate or unmatured contingent indemnification obligations) and payment of all other amounts payable under this Guarantee (excluding any inchoate or unmatured contingent indemnification obligations).

SECTION 9. Notices, Etc. All notices and other communications provided for hereunder shall be in writing and shall be mailed (by overnight mail or by certified mail, postage prepaid and return receipt requested), telecopied, sent via electronic mail, sent via overnight courier or delivered, if to any Guarantor, to the address for such Guarantor set forth on the signature page hereto, or if to Buyer, to it at its respective address set forth in the Securities Purchase Agreement; or if to the Collateral Agent, to it at its respective address set forth in the Security Agreement; or as to any Person at such other address as shall be designated by such Person in a written notice to such other Person complying as to delivery with the terms of this Section 8. All such notices and other communications shall be effective (i) if mailed (by certified mail, postage prepaid and return receipt requested), when received or three

Business Days after deposited in the mails, whichever occurs first; (ii) if telecopied, when transmitted and confirmation is received, provided it is transmitted during regular business hours on a Business Day and, if not, on the next Business Day; (iii) if sent via electronic mail, when transmitted (provided that such sent electronic mail is kept on file (whether electronically or otherwise) by the sending party and the sending party does not immediately receive an automatically generated message from the recipient's electronic mail server that such electronic mail could not be delivered to such recipient), (d) if sent via overnight courier service, one Business Day after deposit with an overnight courier service, or (iii) if delivered by hand, upon delivery, provided it is delivered during regular business hours on a Business Day and, if not, on the next Business Day.

SECTION 10. CONSENT TO JURISDICTION; SERVICE OF PROCESS AND VENUE. ANY LEGAL ACTION OR PROCEEDING WITH RESPECT TO THIS GUARANTEE OR ANY OTHER TRANSACTION DOCUMENT MAY BE BROUGHT IN THE COURTS OF THE STATE OF NEW YORK IN THE COUNTY OF NEW YORK OR OF THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK, AND, BY EXECUTION AND DELIVERY OF THIS AGREEMENT, EACH GUARANTOR HEREBY IRREVOCABLY ACCEPTS IN RESPECT OF ITS PROPERTY, GENERALLY AND UNCONDITIONALLY, THE JURISDICTION OF THE AFORESAID COURTS. NOTHING HEREIN SHALL AFFECT THE RIGHT OF THE SECURED PARTIES TO SERVICE OF PROCESS IN ANY OTHER MANNER PERMITTED BY LAW OR TO COMMENCE LEGAL PROCEEDINGS OR OTHERWISE PROCEED AGAINST EACH GUARANTOR IN ANY OTHER JURISDICTION. ANY GUARANTOR HEREBY EXPRESSLY AND IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY OBJECTION WHICH IT MAY NOW OR HEREAFTER HAVE TO THE JURISDICTION OR LAYING OF VENUE OF ANY SUCH LITIGATION BROUGHT IN ANY SUCH COURT REFERRED TO ABOVE AND ANY CLAIM THAT ANY SUCH LITIGATION HAS BEEN BROUGHT IN AN INCONVENIENT FORUM. TO THE EXTENT THAT ANY GUARANTOR HAS OR HEREAFTER MAY ACQUIRE ANY IMMUNITY FROM JURISDICTION OF ANY COURT OR FROM ANY LEGAL PROCESS (WHETHER THROUGH SERVICE OR NOTICE, ATTACHMENT PRIOR TO JUDGMENT, ATTACHMENT IN AID OF EXECUTION OR OTHERWISE) WITH RESPECT TO ITSELF OR ITS PROPERTY, EACH GUARANTOR HEREBY IRREVOCABLY WAIVES SUCH IMMUNITY IN RESPECT OF ITS OBLIGATIONS UNDER THIS GUARANTEE AND THE OTHER TRANSACTION DOCUMENTS.

SECTION 11. WAIVER OF JURY TRIAL, ETC. EACH GUARANTOR HEREBY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM CONCERNING ANY RIGHTS UNDER THIS GUARANTEE OR THE OTHER TRANSACTION DOCUMENTS, OR UNDER ANY AMENDMENT, WAIVER, CONSENT, INSTRUMENT, DOCUMENT OR OTHER AGREEMENT DELIVERED OR WHICH IN THE FUTURE MAY BE DELIVERED IN CONNECTION HEREWITH OR THEREWITH, OR ARISING FROM ANY FINANCING RELATIONSHIP EXISTING IN CONNECTION WITH THIS GUARANTEE OR THE OTHER TRANSACTION DOCUMENTS, AND AGREES THAT ANY SUCH ACTION, PROCEEDING OR COUNTERCLAIM SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY. EACH GUARANTOR CERTIFIES THAT NO OFFICER, REPRESENTATIVE, AGENT OR ATTORNEY OF ANY SECURED PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT ANY SECURED PARTY WOULD NOT, IN THE EVENT OF ANY ACTION, PROCEEDING OR COUNTERCLAIM, SEEK TO ENFORCE THE FOREGOING WAIVERS. EACH GUARANTOR HEREBY ACKNOWLEDGES THAT THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE SECURED PARTIES ENTERING INTO THE OTHER TRANSACTION DOCUMENTS.

SECTION 12. Taxes.

(a) All payments made by any Guarantor hereunder or under any other Transaction Document shall be made in accordance with the terms of the respective Transaction Document and shall be made without set-off, counterclaim, deduction or other defense. All such payments shall be made free and clear of and without deduction for any present or future taxes, levies, imposts, deductions, charges or withholdings, and all liabilities with respect thereto, excluding taxes imposed on the net income of any Secured Party by the jurisdiction in which such Secured Party is organized or where it has its principal

lending office (all such nonexcluded taxes, levies, imposts, deductions, charges, withholdings and liabilities, collectively or individually, "**Taxes**"). If any Guarantor shall be required to deduct or to withhold any Taxes from or in respect of any amount payable hereunder or under any other Transaction Document:

(i) the amount so payable shall be increased to the extent necessary so that after making all required deductions and withholdings (including Taxes on amounts payable to any Secured Party pursuant to this sentence) each Secured Party receives an amount equal to the sum it would have received had no such deduction or withholding been made,

(ii) such Guarantor shall make such deduction or withholding,

(iii) such Guarantor shall pay the full amount deducted or withheld to the relevant taxation authority in accordance with applicable law, and

(iv) as promptly as possible thereafter, such Guarantor shall send the Secured Party an official receipt (or, if an official receipt is not available, such other documentation as shall be satisfactory to the Secured Parties, as the case may be) showing payment. In addition, each Guarantor agrees to pay any present or future stamp or documentary taxes or any other excise or property taxes, charges or similar levies that arise from any payment made hereunder or from the execution, delivery, registration or enforcement of, or otherwise with respect to, this Agreement or any other Transaction Document (collectively, "**Other Taxes**").

(b) Each Guarantor hereby indemnifies and agrees to hold each Secured Party (each an "**Indemnified Party**") harmless from and against Taxes or Other Taxes (including, without limitation, any Taxes or Other Taxes imposed by any jurisdiction on amounts payable under this Section 11) paid by any Indemnified Party as a result of any payment made hereunder or from the execution, delivery, registration or enforcement of, or otherwise with respect to, this Agreement or any other Transaction Document, and any liability (including penalties, interest and expenses for nonpayment, late payment or otherwise) arising therefrom or with respect thereto, whether or not such Taxes or Other Taxes were correctly or legally asserted. This indemnification shall be paid within 30 days from the date on which such Secured Party makes written demand therefor, which demand shall identify the nature and amount of such Taxes or Other Taxes.

(c) If any Guarantor fails to perform any of its obligations under this Section 11, such Guarantor shall indemnify each Secured Party for any taxes, interest or penalties that may become payable as a result of any such failure. The obligations of the Guarantors under this Section 11 shall survive the termination of this Guarantee and the payment of the Guaranteed Obligations and all other amounts payable hereunder.

SECTION 13. Miscellaneous.

(a) Each Guarantor will make each payment hereunder in lawful money of the United States of America and in immediately available funds to each Secured Party, at such address specified by such Secured Party from time to time by notice to the Guarantors.

(b) Provisions of this Agreement may be amended and the observance thereof may be waived (either generally or in a particular instance and either retroactively or prospectively), only with the written consent of each Guarantor, the Collateral Agent and the Required Holders. Any amendment or waiver effected in accordance with this Section 13 shall be binding upon each Secured Party and holder of Securities and each Guarantor.

(c) No failure on the part of any Secured Party to exercise, and no delay in exercising, any right hereunder or under any other Transaction Document shall operate as a waiver thereof, nor shall any single or partial exercise of any right hereunder or under any Transaction Document preclude any other or further exercise thereof or the exercise of any other right. The rights and remedies of the any Secured Parties provided herein and in the other Transaction Documents are cumulative and are in addition to, and not exclusive of, any rights or remedies provided by law. The rights of the the

Secured Parties under any Transaction Document against any party thereto are not conditional or contingent on any attempt by the Secured Parties to exercise any of their respective rights under any other Transaction Document against such party or against any other Person.

(d) Any provision of this Guarantee that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining portions hereof or affecting the validity or enforceability of such provision in any other jurisdiction.

(e) This Guarantee shall (i) be binding on each Guarantor and its respective successors and assigns, and (ii) inure, together with all rights and remedies of the Secured Parties hereunder, to the benefit of the Secured Parties and their respective successors, transferees and assigns. Without limiting the generality of clause (ii) of the immediately preceding sentence, any Secured Party may assign or otherwise transfer its rights and obligations under the Securities Purchase Agreement or any other Transaction Document to any other Person in accordance with the terms thereof, and such other Person shall thereupon become vested with all of the benefits in respect thereof granted to such Secured Party, as the case may be, herein or otherwise. None of the rights or obligations of any Guarantor hereunder may be assigned or otherwise transferred without the prior written consent of each Secured Party.

(f) This Guarantee reflects the entire understanding of the transaction contemplated hereby and shall not be contradicted or qualified by any other agreement, oral or written, entered into before the date hereof.

(g) Section headings herein are included for convenience of reference only and shall not constitute a part of this Agreement for any other purpose.

(h) This Guarantee may be executed by each party hereto on a separate counterpart, each of which when so executed and delivered shall be an original, but all of which together shall constitute one agreement. Delivery of an executed counterpart by facsimile or other method of electronic transmission shall be equally effective as delivery of an original executed counterpart.

(i) THIS GUARANTEE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAW OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED THEREIN WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES.

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IN WITNESS WHEREOF, each Guarantor has caused this Guarantee to be executed by its respective duly authorized officer, as of the date first above written.

Senti Biosciences, Inc.

By: ______________________________

Name:

Title:

Senti Biosciences Holdings, Inc.

By: ______________________________

Name:

Title:

Senti Biosciences Merger Sub, Inc.

By: ______________________________

Name:

Title:

Address for Notices:
c/o Senti Biosciences, Inc. / Senti Holdings, Inc.
2 Corporate Drive, First Floor
South San Francisco, CA 94080

Attention: Chief Executive Officer
Telephone: (650) 239-2030
Email: [***]

REGISTRATION RIGHTS AGREEMENT

THIS REGISTRATION RIGHTS AGREEMENT (this "**Agreement**"), dated as of [•], 2026, is entered into by and among Senti Biosciences, Inc., a Delaware corporation, Senti Biosciences Holdings, Inc., a Delaware corporation, and the several investors signatory hereto (individually as an "**Investor**" and collectively together with their respective permitted assigns, the "**Investors**"). Capitalized terms used herein and not otherwise defined herein shall have the respective meanings set forth in the Securities Purchase Agreement by and among the parties hereto, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "**Purchase Agreement**"). "**Issuer**" means (i) prior to the completion of the Holding Company Reorganization (as defined in the Purchase Agreement), Senti Biosciences, Inc. and (ii) from and after the completion of the Holding Company Reorganization, Senti Biosciences Holdings, Inc.

WHEREAS:

A. Upon the terms and subject to the conditions of the Purchase Agreement, Senti Holdings, Inc. (the "**Company**") has agreed to issue to the Investors, and the Investors have agreed to purchase, severally and not jointly, in one or more Closings an aggregate of up to $40,000,000 aggregate principal amount of senior secured convertible notes (the "**Notes**"), which Notes are convertible into shares of common stock, par value $0.0001 per share, of the Company or exchangeable for shares of common stock, par value $0.0001 per share, of the Issuer (the "**Issuer Common Stock**"), in accordance with the terms of the Notes (all shares of Issuer Common Stock issued or issuable pursuant to the terms of the Notes, including, without limitation, upon exchange or otherwise, without regard to any limitation on issuances included therein, collectively, the "**Shares**"), pursuant to the Purchase Agreement.

B. To induce the Investors to enter into the Purchase Agreement, the Issuer has agreed to provide certain registration rights under the U.S. Securities Act of 1933, as amended, and the rules and regulations thereunder, or any similar successor statute (collectively, the "**Securities Act**"), and applicable state securities laws.

NOW, THEREFORE, in consideration of the promises and the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Issuer and the Investors hereby agree as follows:

1. DEFINITIONS.

For purposes of this Agreement, the following terms shall have the following meanings:

(a) "**Affiliate**" means, with respect to any Person, any other Person that, directly or indirectly through one or more intermediates, controls, is controlled by or is under common control with such Person.

(b) "**Lead Investor**" means any Affiliate of Celadon Partners, LLC.

(c) "**Person**" means an individual, partnership, corporation, limited liability company, business trust, joint stock company, trust, unincorporated association, joint venture or any other entity or organization.

(d) "**Register**," "**Registered**," and "**Registration**" refer to a registration effected by preparing and filing one or more registration statements of the Issuer in compliance with the Securities Act and providing for offering securities on a continuous basis, and the declaration or ordering of effectiveness of such registration statement(s) by the U.S. Securities and Exchange Commission (the "**SEC**").

(e) "**Registrable Securities**" means the Shares and any Issuer Common Stock issued or issuable with respect to the Shares as a result of any stock split or subdivision, stock dividend, recapitalization, exchange or similar event. Registrable Securities shall cease to be Registrable Securities upon (1) the date on which the Investors shall have resold all the Registrable Securities covered by the Registration Statement pursuant to Rule 144 or pursuant to the Registration Statement and (2) the date on which the Notes into which such Registrable Securities are issuable upon exchange are redeemed, repaid or otherwise repurchased.

(f) "**Registration Expenses**" means all registration and filing fee expenses incurred by the Issuer in effecting any registration pursuant to this Agreement, including (i) all registration, qualification, and filing

fees, printing expenses, and any other fees and expenses associated with filings required to be made with the SEC, FINRA or any other regulatory authority, (ii) all fees and expenses in connection with compliance with or clearing the Registrable Securities for sale under any securities or "Blue Sky" laws, (iii) all printing, duplicating, word processing, messenger, telephone, facsimile and delivery expenses, and (iv) all fees and disbursements of counsel for the Issuer and of all independent certified public accountants of the Issuer (including the expenses of any special audit and cold comfort letters required by or incident to such performance).

(g) "**Registration Statement**" means any registration statement of the Issuer filed with, or to be filed with, the SEC under the Securities Act, that Registers Registrable Securities, including the related prospectus, amendments and supplements to such registration statement, including pre- and post-effective amendments, and all exhibits and all material incorporated by reference in such registration statement as may be necessary to comply with applicable securities laws. "Registration Statement" shall also include a New Registration Statement, as amended when each became effective, including all documents filed as part thereof or incorporated by reference therein, and including any information contained in a prospectus subsequently filed with the SEC.

(h) "**Required Holders**" means Investors holding a majority of the Registrable Securities then outstanding (determined as if all of the Notes then outstanding have been exchanged for shares of Issuer Common Stock without regard to any limitations on issuances set forth in the Notes) and shall include the Lead Investor so long as the Lead Investor or any of its Affiliates holds any Notes.

(i) "**Selling Expenses**" means all underwriting discounts and selling commissions applicable to the sale of Registrable Securities and all similar fees and commissions relating to the Investors' disposition of the Registrable Securities.

2. REGISTRATION.

(a) Mandatory Registration. The Issuer shall, as promptly as reasonably practicable and in any event no later than 30 days after the Initial Closing Date (the "**Initial Filing Deadline**"), prepare and file with the SEC an initial Registration Statement on Form S-3 (the "**Initial Registration Statement**") registering the resale of all Registrable Securities underlying Notes issued on the Initial Closing Date. If more than $10 million in aggregate principal amount of any Notes are issued at an Additional Closing Date that occurs after the Initial Registration Statement is effective, then the Issuer shall, as promptly as reasonably practicable and in any event no later than 30 days after the Additional Closing Date (the "**Subsequent Filing Deadline**", and together with the Initial Filing Deadline, the "**Filing Deadlines**"), prepare and file with the SEC a subsequent Registration Statement on Form S-3 (the "**Subsequent Registration Statement**") registering the resale of all Registrable Securities underlying the Notes issued on such Additional Closing Date, *provided* that the Company shall not be obligated under any circumstances to file more than one Subsequent Registration Statement. Before filing any Registration Statement, the Issuer shall furnish to the Investors a copy of such Registration Statement. The Investors and their counsel shall have at least three Business Days prior to the anticipated filing date of a Registration Statement to review and comment upon such Registration Statement and any amendment or supplement to such Registration Statement and any related prospectus, prior to its filing with the SEC. Subject to any SEC comments, such Registration Statement shall include the plan of distribution substantially in the form attached hereto as Exhibit A. The Issuer shall (a) use its reasonable best efforts to address in each such document prior to being so filed with the SEC such comments as the Investor or its counsel reasonably proposed by the Investor, and (b) not file any Registration Statement or related prospectus or any amendment or supplement thereto containing information regarding the Investor to which Investor reasonably objects, unless such information is required to comply with any applicable law or regulation. The Investors shall promptly furnish all information reasonably requested by the Issuer and as shall be reasonably required in connection with any registration referred to in this Agreement.

(b) Effectiveness. The Issuer shall use its reasonable best efforts to have the Initial Registration Statement, the Subsequent Registration Statement, if required, and any amendment declared effective by the SEC at the earliest possible date, but in any event no later than the earlier of: (a) the 75th calendar day following the earlier of (x) the applicable Filing Deadline and (y) the initial filing date of such Registration Statement if the SEC notifies the Issuer that it will "review" such Registration Statement and (b) the fifth Business Day after the date the Issuer is notified (orally or in writing, whichever is earlier) by the SEC that such Registration Statement will not be "reviewed" or will not be subject to further review (in each case, an "**Effectiveness Deadline**"). The Issuer shall notify the Investor by e-mail as promptly as practicable, and in any event, within 24 hours, after any Registration Statement is declared effective or is supplemented and shall provide the Investor with copies of any related prospectus to be used in connection with the sale or other disposition of the securities covered thereby. The Issuer shall use reasonable best efforts to keep the Initial Registration Statement and, if applicable, the Subsequent Registration Statement continuously effective pursuant to Rule 415 promulgated under the Securities Act and available for the resale by the Investors of all of the Registrable Securities covered thereby at all times until the earlier to occur of the following events: (i) the date on which the Investors shall have resold all the Registrable

Securities covered thereby pursuant to Rule 144 or pursuant to the Registration Statement; (ii) the date on which the Registrable Securities may be resold by the Investors without registration and without regard to any volume or manner-of-sale limitations by reason of Rule 144, without the requirement for the Issuer to be in compliance with the current public information requirement under Rule 144 under the Securities Act or any other rule of similar effect; and (iii) the date on which the Notes into which such Registrable Securities are issuable upon exchange are redeemed, repaid or otherwise repurchased (the "**Registration Period**"). The Initial Registration Statement (including any amendments or supplements thereto and prospectuses contained therein) shall not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein, or necessary to make the statements therein, in light of the circumstances in which they were made, not misleading.

(c) Sufficient Number of Shares Registered. In the event the number of shares available under the Initial Registration Statement or the Subsequent Registration Statement, if required, at any time is insufficient to cover the Registrable Securities that are required to be covered by such Registration Statement pursuant to Section 2(a) hereof, the Issuer shall, to the extent necessary and permissible, amend such Registration Statement or file a new registration statement (together with any prospectuses or prospectus supplements thereunder, a "**New Registration Statement**"), so as to cover all of such Registrable Securities as soon as reasonably practicable, but in any event not later than ten Business Days after the necessity therefor arises (the "**New Registration Filing Deadline**"). The Issuer shall use its reasonable best efforts to have such amendment and/or New Registration Statement become effective as soon as reasonably practicable following the filing thereof but no later than the earlier of the 75th calendar day following the initial filing date of the New Registration Statement if the SEC notifies the Issuer that it will "review" the New Registration Statement and (b) the fifth Business Day after the date the Issuer is notified (orally or in writing, whichever is earlier) by the SEC that the New Registration Statement will not be "reviewed" or will not be subject to further review (the earlier of such dates, the "**New Registration Effectiveness Deadline**"). The provisions of Section 2(a) and (b) shall apply to the New Registration Statement, except as modified hereby.

(d) Allowable Delays. On no more than two occasions and for not more than 30 consecutive days or for a total of not more than 60 days in any 12 month period, the Issuer may delay the effectiveness of the Initial Registration Statement, the Subsequent Registration Statement or any other Registration Statement, or suspend the use of any prospectus included in any Registration Statement, in the event that the Issuer determines in good faith that such delay or suspension is necessary to (A) delay the disclosure of material non-public information concerning the Issuer, the disclosure of which at the time is not, in the good faith opinion of the Issuer, in the best interests of the Issuer or (B) amend or supplement the affected Registration Statement or the related prospectus so that such Registration Statement or prospectus shall not include an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the case of the prospectus in light of the circumstances under which they were made, not misleading (an "**Allowed Delay**"); provided, that the Issuer shall promptly (a) notify each Investor in writing of the commencement of an Allowed Delay, but shall not (without the prior written consent of an Investor) disclose to such Investor any material non-public information giving rise to an Allowed Delay, (b) advise the Investors in writing to cease all sales under the Registration Statement until the end of the Allowed Delay and (c) use commercially reasonable efforts to terminate an Allowed Delay as promptly as practicable.

(e) Rule 415; Cutback. If at any time the SEC takes the position that the offering of some or all of the Registrable Securities in any Registration Statement is not eligible to be made on a delayed or continuous basis under the provisions of Rule 415 under the Securities Act (provided, however, the Issuer shall be obligated to use reasonable best efforts to advocate with the SEC for the registration of all of the Registrable Securities) or requires any Investor to be named as an "underwriter," the Issuer shall (i) promptly notify each holder of Registrable Securities thereof and (ii) make commercially reasonable efforts to persuade the SEC that the offering contemplated by such Registration Statement is a valid secondary offering and not an offering "by or on behalf of the issuer" as defined in Rule 415 and that none of the Investors is an "underwriter." The Investors shall have the right to select one legal counsel ("**Legal Counsel**") to review and oversee any registration or matters pursuant to this Section 2(e), participation in any meetings or discussions with the SEC regarding the SEC's position and to comment on any written submission made to the SEC with respect thereto. No such written submission with respect to this matter shall be made to the SEC to which any Investor's counsel reasonably objects. In the event that, despite the Issuer's reasonable best efforts and compliance with the terms of this Section 2(e), the SEC refuses to alter its position, the Issuer shall (i) remove from such Registration Statement such portion of the Registrable Securities (the "**Cut Back Shares**") and/or (ii) agree to such restrictions and limitations on the registration and resale of the Registrable Securities as the SEC may require to assure the Issuer's compliance with the requirements of Rule 415 (collectively, the "**SEC Restrictions**"); provided, however, that the Issuer shall not name any Investor as an "underwriter" in such Registration Statement without the prior written consent of such Investor (provided that, in the event an Investor withholds such consent, the Issuer shall have no obligation hereunder to include any Registrable Securities of such Investor in any Registration Statement covering the resale thereof until such time as the SEC no longer requires such Investor to be named as an "underwriter" in such Registration Statement or such Investor otherwise consents in writing to being so named). Any cut-back imposed on the Investors pursuant to this Section 2(e) shall be allocated

among the Investors on a pro rata basis and shall be applied first to any of the Registrable Securities of such Investor as such Investor shall designate, unless the SEC Restrictions otherwise require or provide or the Investors otherwise agree. From and after such date as the Issuer is able to effect the registration of such Cut Back Shares in accordance with any SEC Restrictions applicable to such Cut Back Shares (such date, the "**Restriction Termination Date**") applicable to any Cut Back Shares, all of the provisions of this Section 2 (including the Issuer's obligations with respect to the filing of a Registration Statement and its obligations to use reasonable efforts to have such Registration Statement declared effective within the time periods set forth herein) shall again be applicable to such Cut Back Shares and any registration statement so filed shall be deemed a "Registration Statement" under this Agreement; provided, however, that the date by which the Issuer is required to file the Registration Statement with respect to such Cut Back Shares shall be the tenth day following the Restriction Termination Date and the date by which the Issuer is required to have the Registration Statement effective with respect to such Cut Back Shares shall be the 55th day immediately after the Restriction Termination Date.

(f) Form S-3. In the event that Form S-3 is not available for the registration of the resale of Registrable Securities hereunder, the Company shall (i) register the resale of the Registrable Securities on another appropriate form reasonably acceptable to the Holders and (ii) undertake to register the Registrable Securities on Form S-3 promptly after such form is available; provided that the Company shall maintain the effectiveness of the Registration Statement then in effect until such time as a Registration Statement on Form S-3 covering the Registrable Securities has been declared effective by the SEC.

3. RELATED ISSUER OBLIGATIONS.

With respect to the Registration Statement and whenever any Registrable Securities are to be Registered pursuant to Section 2, including on the Initial Registration Statement, the Subsequent Registration Statement or on any New Registration Statement, the Issuer shall use its reasonable best efforts to effect the registration of the Registrable Securities in accordance with the intended method of disposition thereof and, pursuant thereto, the Issuer shall have the following obligations:

(a) Notifications. The Issuer will promptly notify the Investors of the time when any subsequent amendment to the Initial Registration Statement, the Subsequent Registration Statement or any New Registration Statement, other than documents incorporated by reference, has been filed with the SEC and/or has become effective or where a receipt has been issued therefor or any subsequent supplement to a prospectus has been filed and of any request by the SEC for any amendment or supplement to the Registration Statement, any New Registration Statement or any prospectus or for additional information.

(b) Amendments. The Issuer will prepare and file with the SEC any amendments, post-effective amendments or supplements to the Initial Registration Statement, the Subsequent Registration Statement, any New Registration Statement or any related prospectus, as applicable, that, (a) as may be necessary to keep such Registration Statement effective for the Registration Period and to comply with the provisions of the Securities Act and the U.S. Securities Exchange Act of 1934, as amended, and the rules and regulations thereunder, or any similar successor statute (the "**Exchange Act**") with respect to the distribution of all of the Registrable Securities covered thereby, or (b) in the reasonable opinion of the Investors and the Issuer, as may be necessary or advisable in connection with any acquisition or sale of Registrable Securities by the Investors.

(c) Investor Review. The Issuer will not file any amendment or supplement to the Registration Statement, any New Registration Statement or any prospectus, other than documents incorporated by reference, relating to the Investors, the Registrable Securities or the transactions contemplated hereby unless (A) the Investors and their counsel shall have been advised and afforded the opportunity to review and comment thereon at least three (3) Business Days prior to filing with the SEC and (B) the Issuer shall have given reasonable due consideration to any comments thereon received from the Investors or their counsel.

(d) Copies Available. The Issuer will furnish to any Investor whose Registrable Securities are included in any Registration Statement and its counsel copies of the Initial Registration Statement and the Subsequent Registration Statement, any prospectus thereunder (including all documents incorporated by reference therein), any prospectus supplement thereunder, any New Registration Statement and all amendments to the Initial Registration Statement, the Subsequent Registration Statement or any New Registration Statement that are filed with the SEC during the Registration Period (including all documents filed with or furnished to the SEC during such period that are deemed to be incorporated by reference therein), each letter written by or on behalf of the Issuer to the SEC or the staff of the SEC, and each item of correspondence from the SEC or the staff of the SEC, in each case relating to such Registration Statement (other than any portion thereof which contains information for which the Issuer has sought confidential treatment) and such other documents as such Investor may reasonably request in order to facilitate the disposition of the Registrable Securities owned by such Investor that are covered by such

Registration Statement, in each case as soon as reasonably practicable upon such Investor's request and in such quantities as such Investor may from time to time reasonably request; provided, however, that the Issuer shall not be required to furnish any document to the Investor to the extent such document is available on EDGAR.

(e) Notification of Stop Orders; Material Changes. The Issuer shall use best efforts to (1) prevent the issuance of any stop order or other suspension of effectiveness and, (2) if such order is issued, obtain the withdrawal of any such order as soon as practicable. The Issuer shall advise the Investors promptly (but in no event later than 24 hours) and shall confirm such advice in writing, in each case: (i) of the Issuer's receipt of notice of any request by the SEC or any other federal or state governmental authority for amendment of or a supplement to the Registration Statement or any prospectus or for any additional information; (ii) of the Issuer's receipt of notice of the issuance by the SEC or any other federal or state governmental authority of any stop order suspending the effectiveness of the Initial Registration Statement, the Subsequent Registration Statement or prohibiting or suspending the use of any prospectus or prospectus supplement, or any New Registration Statement, or of the Issuer's receipt of any notification of the suspension of qualification of the Registrable Securities for offering or sale in any jurisdiction or the initiation or contemplated initiation of any proceeding for such purpose; and (iii) of the Issuer becoming aware of the happening of any event, which makes any statement of a material fact made in any Registration Statement or any prospectus untrue or which requires the making of any additions to or changes to the statements then made in any Registration Statement or any prospectus in order to state a material fact required by the Securities Act to be stated therein or necessary in order to make the statements then made therein (in the case of any prospectus, in light of the circumstances under which they were made) not misleading, or of the necessity to amend any Registration Statement or any prospectus to comply with the Securities Act or any other law. The Issuer shall not be required to disclose to the Investors the substance of specific reasons of any of the events set forth in clause (i) to (iii) of the immediately preceding sentence (each, a "**Suspension Event**"), but rather, shall only be required to disclose that the event has occurred. If at any time the SEC, or any other federal or state governmental authority shall issue any stop order suspending the effectiveness of any Registration Statement or prohibiting or suspending the use of any prospectus or prospectus supplement, the Issuer shall use its reasonable best efforts to obtain the withdrawal of such order at the earliest practicable time. The Company shall furnish to any Investor, upon request, without charge, a copy of any correspondence from the SEC or the staff of the SEC, or any other federal or state governmental authority to the Issuer or its representatives relating to the Initial Registration Statement, the Subsequent Registration Statement, any New Registration Statement or any prospectus, or prospectus supplement as the case may be. In the event of a Suspension Event set forth in clause (iii) of the second sentence of this Section 3(e), the Issuer will use its commercially reasonable efforts to publicly disclose such event as soon as reasonably practicable, or otherwise resolve the matter such that sales under Registration Statements may resume; provided, however, that if the Issuer has a bona fide business purpose for not making such information public, the Issuer may suspend the use of all Registration Statements for up to 60 consecutive calendar days; provided, further, that the Issuer may not suspend the use of all Registration Statements more than twice, or for more than 90 total calendar days, in each case during any twelve-month period.

(f) Confirmation of Effectiveness. If reasonably requested by an Investor at any time in respect of any Registration Statement, the Issuer shall deliver to such Investor a written confirmation (email being sufficient) from Issuer's counsel of whether or not the effectiveness of such Registration Statement has lapsed at any time for any reason (including, without limitation, the issuance of a stop order) and whether or not such Registration Statement is currently effective and available to the Issuer for sale of Registrable Securities.

(g) Listing. The Issuer shall use best efforts to cause all Registrable Securities covered by a Registration Statement to be listed on the Nasdaq Capital Market.

(h) Compliance. The Issuer shall otherwise use best efforts to comply with all applicable rules and regulations of the SEC under the Securities Act and the Exchange Act, including, without limitation, Rule 172 under the Securities Act, file any final prospectus, including any supplement or amendment thereof, with the SEC pursuant to Rule 424 under the Securities Act, promptly inform the Investor in writing if, at any time during the Registration Period, the Issuer does not satisfy the conditions specified in Rule 172 and, as a result thereof, the Investor is required to deliver a prospectus in connection with any disposition of Registrable Securities and take such other actions as may be reasonably necessary to facilitate the registration of the Registrable Securities hereunder, and make available to its security holders, as soon as reasonably practicable, but not later than the Availability Date (as defined below), an earnings statement covering a period of at least 12 months, beginning after the effective date of each Registration Statement, which earnings statement shall satisfy the provisions of Section 11(a) of the Securities Act, including Rule 158 promulgated thereunder (for the purpose of this subsection 3(h), "**Availability Date**" means the 45th day following the end of the fourth fiscal quarter that includes the effective date of such Registration Statement, except that, if such fourth fiscal quarter is the last quarter of the Issuer's fiscal year, "**Availability Date**" means the 90th day after the end of such fourth fiscal quarter).

(i) Blue-Sky. The Issuer shall register or qualify or cooperate with the Investor and their counsel in connection with the registration or qualification of such Registrable Securities for the offer and sale under the securities or blue sky laws of such jurisdictions reasonably requested by the Investor; provided, however, that the Issuer shall not be required in connection therewith or as a condition thereto to (i) qualify to do business in any jurisdiction where it would not otherwise be required to qualify but for this Section 3(i), (ii) subject itself to general taxation in any jurisdiction where it would not otherwise be so subject but for this Section 3(i), or (iii) file a general consent to service of process in any such jurisdiction.

(j) Rule 144. With a view to making available to the Investors the benefits of Rule 144 (or its successor rule) and any other rule or regulation of the SEC that may at any time permit the Investors to sell shares of Issuer Common Stock to the public without registration, the Issuer covenants and agrees to: (i) make and keep adequate current public information available, as those terms are understood and defined in Rule 144, until the earlier of (A) six months after such date as all of the Registrable Securities may be sold without restriction by the holders thereof pursuant to Rule 144 or any other rule of similar effect or (B) such date as there are no longer Registrable Securities; and (ii) file with the SEC in a timely manner all reports and other documents required of the Issuer under the Exchange Act; and (iii) furnish electronically to each Investor upon request, as long as such Investor owns any Registrable Securities, (A) a written statement by the Issuer that it has complied with the reporting requirements of the Exchange Act, (B) a copy of or electronic access to the Issuer's most recent Annual Report on Form 10-K or Quarterly Report on Form 10-Q, and (C) such other information as may be reasonably requested in order to avail such Investor of any rule or regulation of the SEC that permits the selling of any such Registrable Securities without registration and (iv) provide any legal opinion as required by the Notes.

(k) Cooperation. The Issuer shall cooperate with the holders of the Registrable Securities to facilitate the timely preparation and delivery of certificates or uncertificated shares representing the Registrable Securities to be sold pursuant to such Registration Statement or Rule 144 free of any restrictive legends and representing such number of shares of Issuer Common Stock and registered in such names as the holders of the Registrable Securities may reasonably request to the extent permitted by such Registration Statement or Rule 144 to effect sales of Registrable Securities; for the avoidance of doubt, the Issuer may satisfy its obligations hereunder without issuing physical stock certificates through the use of The Depository Trust Issuer's Direct Registration System.

4. OBLIGATIONS OF THE INVESTORS.

(a) Investor Information. Each Investor shall provide a completed Investor Questionnaire in the form attached hereto as Exhibit B in connection with the registration of the Registrable Securities. If the Issuer has not received such completed Questionnaire from an Investor within three business days of the Issuer's request, the Issuer may file the Registration Statement without including such Investor's Registrable Securities.

(b) Suspension of Sales. Each Investor, severally and not jointly with any other Investor, agrees that, upon receipt of any notice from the Issuer of the existence of an Allowed Delay or a Suspension Event as set forth in Section 3(e), the Investor will promptly discontinue disposition of Registrable Securities pursuant to any Registration Statement covering such Registrable Securities until the Investor's receipt of a notice from the Issuer confirming the resolution of such Allowed Delay or Suspension Event and that such dispositions may again be made.

(c) Investor Cooperation. Each Investor, severally and not jointly with any other Investor, agrees to cooperate with the Issuer as reasonably requested by the Issuer in connection with the preparation and filing of any amendments and supplements to any Registration Statement or New Registration Statement hereunder, unless such Investor has notified the Issuer in writing of its election to exclude all of its Registrable Securities from such Registration Statement.

5. EXPENSES OF REGISTRATION.

All Registration Expenses incurred in connection with registrations pursuant to this Agreement shall be borne by the Issuer. All Selling Expenses relating to securities registered on behalf of the Investors shall be borne by the Investor incurring the relevant Selling Expense.

6. INDEMNIFICATION.

(a) To the fullest extent permitted by law, the Issuer will, and hereby does, indemnify, hold harmless and defend the Investors, each Person, if any, who controls the Investors, the members, the directors, officers, partners, employees, members, managers, agents, representatives and advisors of the Investors and each

Person, if any, who controls the Investors within the meaning of the Securities Act or the Exchange Act (each, an "**Indemnified Person**"), against any losses, obligation, claims, damages, liabilities, contingencies, judgments, fines, penalties, charges, costs (including, without limitation, court costs and costs of preparation), reasonable and documented attorneys' fees, amounts paid in settlement or reasonable and documented expenses, (collectively, "**Claims**") reasonably incurred in investigating, preparing or defending any action, claim, suit, inquiry, proceeding, investigation or appeal taken from the foregoing by or before any court or governmental, administrative or other regulatory agency or body or the SEC, whether pending or threatened, whether or not an indemnified party is or may be a party thereto ("**Indemnified Damages**"), to which any of them may become subject insofar as such Claims (or actions or proceedings, whether commenced or threatened, in respect thereof) arise out of or are based upon: (i) any untrue statement or alleged untrue statement or omission or alleged omission of any material fact contained in any Registration Statement, any preliminary prospectus or final prospectus, or any amendment or supplement thereof, or (ii) any violation or alleged violation by the Issuer or any of its subsidiaries of the Securities Act, Exchange Act or any other state securities or other "blue sky" laws of any jurisdiction in which Registrable Securities are offered or any rule or regulation promulgated thereunder applicable to the Issuer or its agents and relating to action or inaction required of the Issuer in connection with such registration of the Registrable Securities (the matters in the foregoing clauses (i) and (ii) being, collectively, "**Violations**"). The Issuer shall reimburse each Indemnified Person promptly as such expenses are incurred and are due and payable, for any reasonable out-of-pocket legal fees or other reasonable and documented expenses incurred by them in connection with investigating or defending any such Claim. Notwithstanding anything to the contrary contained herein, the indemnification agreement contained in this Section 6(a): (A) shall not apply to a Claim by an Indemnified Person arising out of or based upon a Violation which occurs in reliance upon and in conformity with information furnished in writing to the Issuer by the relevant Investor or such relavant Indemnified Person specifically for use in such Registration Statement or prospectus and was reviewed and approved in writing by such Investor or such Indemnified Person expressly for use in connection with the preparation of any Registration Statement, any prospectus or any such amendment thereof or supplement thereto, if such in each case if the foregoing was timely made available by the Issuer; (B) with respect to any superseded prospectus, shall not inure to the benefit of any such Person from whom the Person asserting any such Claim purchased the Registrable Securities that are the subject thereof (or to the benefit of any other Indemnified Person) if the untrue statement or omission of material fact contained in the superseded prospectus was corrected in the revised prospectus, as then amended or supplemented, and the Indemnified Person was promptly advised in writing not to use the outdated, defective or incorrect prospectus prior to the use giving rise to a Violation; and (C) shall not apply to amounts paid in settlement of any Claim if such settlement is effected without the prior written consent of the Issuer, which consent shall not be unreasonably withheld, conditioned or delayed. Such indemnity shall remain in full force and effect regardless of any investigation made by or on behalf of the Indemnified Person and shall survive the transfer of the Registrable Securities by the Investor pursuant to Section 8.

(b) In connection with the Initial Registration Statement, the Subsequent Registration Statement, any New Registration Statement or any prospectus, the Investors, severally and not jointly, agree to indemnify, hold harmless and defend, the Issuer, each of its directors, each of its officers who signed the Initial Registration Statement or the Subsequent Registration Statement or signs any New Registration Statement, each Person, if any, who controls the Issuer within the meaning of the Securities Act or the Exchange Act (collectively and together with an Indemnified Person, an "**Indemnified Party**"), against any Claims resulting from any Violation, in each case to the extent, and only to the extent, that such Violation occurs in reliance upon and in conformity with information about an Investor furnished in writing by such Investor to the Issuer and reviewed and approved in writing by such Investor or such Indemnified Person expressly for use in connection with the preparation of the Registration Statement, any New Registration Statement, any prospectus or any such amendment thereof or supplement thereto. In no event shall the liability of an Investor be greater in amount than the dollar amount of the proceeds (net of all expense paid by such Investor in connection with any claim relating to this Section 6 and the amount of any damages such Investor has otherwise been required to pay by reason of such untrue statement or omission) received by such Investor upon the sale of the Registrable Securities included in such Registration Statement giving rise to such indemnification obligation. Notwithstanding anything to the contrary contained herein, the indemnification agreement contained in this Section 6(b) shall not apply to amounts paid in settlement of any Claim if such settlement is effected without the prior written consent of such Investor, which consent shall not be unreasonably withheld, conditioned or delayed. Such indemnity shall remain in full force and effect regardless of any investigation made by or on behalf of such Indemnified Party and shall survive the transfer of the Registrable Securities by any Investor pursuant to Section 8.

(c) Promptly after receipt by an Indemnified Person or Indemnified Party under this Section 6 of notice of the commencement of any action or proceeding (including any governmental action or proceeding) involving a Claim, such Indemnified Person or Indemnified Party shall, if a Claim in respect thereof is to be made against any indemnifying party under this Section 6, deliver to the indemnifying party a written notice of the commencement thereof, and the indemnifying party shall have the right to participate in, and, to the extent the indemnifying party so desires, jointly with any other indemnifying party similarly noticed, to assume control of the defense thereof with counsel mutually satisfactory to the indemnifying party and the Indemnified Person or the Indemnified Party, as the case may be, and upon such notice, the indemnifying party shall not be liable to the

Indemnified Person or the Indemnified Party for any legal or other expenses subsequently incurred by the Indemnified Person or the Indemnified Party in connection with the defense thereof; provided, however, that an Indemnified Person or Indemnified Party (together with all other Indemnified Persons and Indemnified Parties that may be represented without conflict by one counsel) shall have the right to retain its own counsel with the reasonable fees and expenses (of no more than one separate counsel) to be paid by the indemnifying party, if, in the reasonable opinion of counsel retained by the indemnifying party, the representation by such counsel of the Indemnified Person or Indemnified Party and the indemnifying party would be inappropriate due to actual or potential differing interests between such Indemnified Person or Indemnified Party and any other party represented by such counsel in such proceeding. The Indemnified Party or Indemnified Person shall cooperate with the indemnifying party in connection with any negotiation or defense of any such action or claim by the indemnifying party and shall furnish to the indemnifying party all information reasonably available to the Indemnified Party or Indemnified Person which relates to such action or claim. The indemnifying party shall keep the Indemnified Party or Indemnified Person fully apprised as to the status of the defense or any settlement negotiations with respect thereto. No indemnifying party shall be liable for any settlement of any action, claim or proceeding effected without its written consent, provided, however, that the indemnifying party shall not unreasonably withhold, delay or condition its consent. No indemnifying party shall, without the consent of the Indemnified Party or Indemnified Person, consent to entry of any judgment or enter into any settlement or other compromise unless such judgment or settlement (i) imposes no liability or obligation on, (ii) includes as an unconditional term thereof the giving of a complete, explicit and unconditional release from the party bringing such indemnified claims of all liability of the Indemnified Party or Indemnified Person in respect to or arising out of such claim or litigation in favor of, and (iii) does not include any admission of fault, culpability, wrongdoing, or wrongdoing or malfeasance by or on behalf of, the Indemnified Party or Indemnified Person. Following indemnification as provided for hereunder, the indemnifying party shall be subrogated to all rights of the Indemnified Party or Indemnified Person with respect to all third parties, firms or corporations relating to the matter for which indemnification has been made. The failure to deliver written notice to the indemnifying party within a reasonable time of the commencement of any such action shall not relieve such indemnifying party of any liability to the Indemnified Person or Indemnified Party under this Section 6, except to the extent that the indemnifying party is prejudiced in its ability to defend such action.

(d) The indemnification required by this Section 6 shall be made by periodic payments of the amount thereof during the course of the investigation or defense, as and when bills are received or Indemnified Damages are incurred. Any Person receiving a payment pursuant to this Section 6 which person is later determined to not be entitled to such payment shall return such payment (including reimbursement of expenses) to the person making it.

(e) The indemnity agreements contained herein shall be in addition to (i) any cause of action or similar right of the Indemnified Party or Indemnified Person against the indemnifying party or others, and (ii) any liabilities the indemnifying party may be subject to pursuant to the law.

7. CONTRIBUTION.

To the extent any indemnification by an indemnifying party is prohibited or limited by law, the indemnifying party agrees to make the maximum contribution with respect to any amounts for which it would otherwise be liable under Section 6 to the fullest extent permitted by law; provided, however, that: (i) no seller of Registrable Securities guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution from any seller of Registrable Securities who was not guilty of fraudulent misrepresentation; and (ii) contribution by any seller of Registrable Securities shall be limited in amount to the net amount of proceeds (net of all expenses paid by such holder in connection with any claim relating to this Section 7 and the amount of any damages such holder has otherwise been required to pay by reason of such untrue or alleged untrue statement or omission or alleged omission) received by such seller from the sale of such Registrable Securities giving rise to such contribution obligation.

8. ASSIGNMENT OF REGISTRATION RIGHTS.

The Issuer shall not assign this Agreement or any rights or obligations hereunder (whether by operation of law or otherwise) without the prior written consent of the Required Holders; provided, however, that in any transaction, whether by merger, reorganization, restructuring, consolidation, financing or otherwise, whereby the Issuer is a party and in which the Registrable Securities are converted into the equity securities of another Person, from and after the effective time of such transaction, such Person shall, by virtue of such transaction, be deemed to have assumed the obligations of the Issuer hereunder, the term "Issuer" shall be deemed to refer to such Person and the term "Registrable Securities" shall be deemed to include the securities received by the Investor in connection

with such transaction unless such securities are otherwise freely tradable by the Investor after giving effect to such transaction, and the prior written consent of the Required Holders shall not be required for such transaction.

An Investor may transfer or assign its rights hereunder, in whole or from time to time in part, to one or more Persons in connection with the transfer of not fewer than 1,000,000 shares (subject to appropriate adjustment in the event of any stock dividend, stock split, combination or other similar recapitalization) of Registrable Securities (including Registrable Securities issuable pursuant to the terms of the Notes) or to an Affiliate of such Investor without regard to any minimum amount of Registrable Securities transferred to such Affiliate, by such Investor to such Person, provided that such Investor complies with all laws applicable thereto, and the provisions of the Purchase Agreement, and provides written notice of assignment to the Issuer promptly after such assignment is effected, and such Person agrees in writing to be bound by all of the provisions contained herein.

The provisions of this Agreement shall be binding upon and inure to the benefit of the Investor and its successors and permitted assigns.

9. AMENDMENTS AND WAIVERS.

The provisions of this Agreement, including the provisions of this sentence, may be amended, modified or supplemented, or waived only by a written instrument executed by (i) the Issuer and (ii) the Required Holders, provided that (A) any party may give a waiver as to itself, and provided further that and (B) any amendment, modification, supplement or waiver that disproportionately and adversely affects the rights and obligations of any Investor relative to the comparable rights and obligations of the other Investors shall require the prior written consent of such adversely affected Investor or each Investor, as applicable. Notwithstanding the foregoing, a waiver or consent to depart from the provisions hereof with respect to a matter that relates exclusively to the rights of one or more Investors and that does not adversely directly or indirectly affect the rights of other Investors may be given by Investors holding all of the Registrable Securities to which such waiver or consent relates.

10. MISCELLANEOUS.

(a) Notices. Any notices or other communications required or permitted to be given hereunder shall be in writing and shall be deemed to be given (a) when delivered if personally delivered to the party for whom it is intended, (b) when delivered, if sent by electronic mail during normal business hours of the recipient, and if not sent during normal business hours, then on the recipient's next business day, (c) three days after having been sent by certified or registered mail, return-receipt requested and postage prepaid, or (d) one business day after deposit with a nationally recognized overnight courier, freight prepaid, specifying next business day delivery, with written verification of receipt:

(i) If to the Issuer, addressed as follows:

Senti Biosciences, Inc.
2 Corporate Drive, First Floor
South San Francisco, CA 94080
Attention: Chief Executive Officer
Email: [***]

with a copy (which shall not constitute notice):

Gunderson Dettmer Stough Villeneuve Franklin & Hachigian, LLP
One Bush Plaza, Suite 1200
San Francisco, California 94104
Attention: Alexa Belonick, Esq.
Kirt Shuldberg, Esq.
Email: [***]
[***]

(ii) If to any Investor, at its e-mail address or address set forth on its signature page to the Purchase Agreement or to such e-mail address, or address as subsequently modified by written notice given in accordance with this Section 10.

Any Person may change the address to which notices and communications to it are to be addressed by notification as provided for herein.

(b) Consent to Electronic Notice. Each Investor consents to the delivery of any stockholder notice pursuant to the Delaware General Corporation Law (the "**DGCL**"), as amended or superseded from time to time, by electronic mail pursuant to Section 232 of the DGCL (or any successor thereto) at the e-mail address set forth below the Investor's name on the signature page or Exhibit A, as updated from time to time by notice to the Issuer. To the extent that any notice given by means of electronic mail is returned or undeliverable for any reason, the foregoing consent shall be deemed to have been revoked until a new or corrected e-mail address has been provided, and such attempted electronic notice shall be ineffective and deemed to not have been given. Each party agrees to promptly notify the other parties of any change in its e-mail address, and that failure to do so shall not affect the foregoing.

(c) Waiver. No waiver of any term, provision or condition of this Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed to be, or be construed as, a further or continuing waiver of any such term, provision or condition or as a waiver of any other term, provision or condition of this Agreement.

(d) Governing Law. The provisions of Section 8.5 of the Purchase Agreement are incorporated by reference herein *mutatis mutandis*.

(e) Integration. This Agreement and the other Transaction Agreements (including all schedules and exhibits hereto and thereto) constitute the entire agreement between the parties hereto respecting the subject matter hereof and supersedes all prior agreements, negotiations, understandings, representations and statements respecting the subject matter hereof, whether written or oral.

(f) Headings. The titles, subtitles and headings in this Agreement are for convenience of reference and shall not form part of, or affect the interpretation of, this Agreement.

(g) Counterparts. This Agreement may be executed in two or more identical counterparts, all of which shall be considered one and the same agreement and shall become effective when counterparts have been signed by each party and delivered to the other party; provided that a facsimile or pdf signature including any electronic signatures complying with the U.S. federal ESIGN Act of 2000, *e.g.*, www.docusign.com shall be considered due execution and shall be binding upon the signatory thereto with the same force and effect as if the signature were an original, not a facsimile or pdf (or other electronic reproduction of a) signature.

(h) Further Assurances. Each party shall do and perform, or cause to be done and performed, all such further acts and things, and shall execute and deliver all such other agreements, certificates, instruments and documents as the other party may reasonably request in order to carry out the intent and accomplish the purposes of this Agreement and the consummation of the transactions contemplated hereby.

(i) Contract Interpretation. This Agreement is the joint product of each Investor and the Issuer and each provision hereof has been subject to the mutual consultation, negotiation and agreement of such parties and shall not be construed for or against any party hereto.

(j) No Third Party Beneficiaries. Except as set forth in Sections 6, 7 and 8, nothing in this Agreement, express or implied, is intended to confer on any Person other than the parties to this Agreement any rights, remedies, claims, benefits, obligations or liabilities under or by reason of this Agreement, and no Person that is not a party to this Agreement (including, without limitation, any partner, member, shareholder, director, officer, employee or other beneficial owner of any party to this Agreement, in its own capacity as such or in bringing a derivative action on behalf of a party to this Agreement) shall have any standing as a third party beneficiary with respect to this Agreement or the transactions contemplated hereby.

(k) Severability. If any part or provision of this Agreement is held unenforceable or in conflict with the applicable laws or regulations of any jurisdiction, the invalid or unenforceable part or provisions shall be replaced with a provision which accomplishes, to the extent possible, the original business purpose of such part or provision in a valid and enforceable manner, and the remainder of this Agreement shall remain binding upon the parties hereto.

(l) Non-Recourse. Notwithstanding anything that may be expressed or implied in this Agreement, the Issuer covenants, agrees and acknowledges that no recourse under this Agreement or any documents or instruments delivered in connection with this Agreement shall be had against any current or future director, officer, employee, stockholder, general or limited partner or member of the Investors or of any Affiliates or assignees thereof, whether by the enforcement of any assessment or by any legal or equitable proceeding, or by virtue of any statute, regulation or other applicable law, it being expressly agreed and acknowledged that no personal liability whatsoever shall attach to, be imposed on or otherwise be incurred by any current or future director, officer, employee, stockholder, general or limited partner or member of the Investors or of any Affiliates or assignees thereof, as such for any obligation of the Investors under this Agreement or any documents or instruments delivered in connection with this Agreement for any claim based on, in respect of or by reason of such obligations or their creation.

(m) Specific Performance. In addition to any and all other remedies that may be available at law in the event of any breach of this Agreement, each Investor shall be entitled to specific performance of the agreements and obligations of the Issuer hereunder and to such other injunction or other equitable relief as may be granted by a court of competent jurisdiction.

(n) Cumulative Remedies. The remedies provided herein are cumulative and not exclusive of any remedies provided by law.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have caused this Registration Rights Agreement to be duly executed as of date first written above.

ISSUER:

SENTI BIOSCIENCES, INC.

By: ______________________________

Name: Timothy Lu

Title: Chief Executive Officer

ISSUER:

SENTI BIOSCIENCES HOLDINGS, INC.

By: ______________________________

Name: Timothy Lu

Title: Chief Executive Officer

[Signature Page to Registration Rights Agreement]

IN WITNESS WHEREOF, the parties have caused this Registration Rights Agreement to be duly executed as of date first written above.

INVESTOR:

[NAME]

By: ____

Name:

Title:

[Signature Page to Registration Rights Agreement]

Exhibit A

PLAN OF DISTRIBUTION

The selling stockholders, which as used herein includes donees, pledgees, transferees or other successors-in-interest selling shares of common stock or interests in shares of common stock received after the date of this prospectus from a selling stockholder as a gift, pledge, partnership distribution or other transfer, may, from time to time, sell, transfer or otherwise dispose of any or all of their shares of common stock or interests in shares of common stock on any stock exchange, market or trading facility on which the shares are traded or in private transactions. These dispositions may be at fixed prices, at prevailing market prices at the time of sale, at prices related to the prevailing market price, at varying prices determined at the time of sale, or at negotiated prices.

The selling stockholders may use any one or more of the following methods when disposing of shares or interests therein:

- distributions to members, partners, stockholders or other equityholders of the selling stockholders;
- ordinary brokerage transactions and transactions in which the broker-dealer solicits purchasers;
- block trades in which the broker-dealer will attempt to sell the shares as agent, but may position and resell a portion of the block as principal to facilitate the transaction;
- purchases by a broker-dealer as principal and resale by the broker-dealer for its account;
- an exchange distribution in accordance with the rules of the applicable exchange;
- privately negotiated transactions;
- short sales and settlement of short sales;
- through the writing or settlement of options or other hedging transactions, whether through an options exchange or otherwise;
- broker-dealers may agree with the selling stockholders to sell a specified number of such shares at a stipulated price per share;
- a combination of any such methods of sale; and
- any other method permitted pursuant to applicable law.

The selling stockholders may, from time to time, pledge or grant a security interest in some or all of the shares of common stock owned by them and, if they default in the performance of their secured obligations, the pledgees or secured parties may offer and sell the shares of common stock, from time to time, under this prospectus, or under an amendment to this prospectus under Rule 424(b)(3) or other applicable provision of the Securities Act, amending the list of selling stockholders to include the pledgee, transferee or other successors in interest as selling stockholders under this prospectus. The selling stockholders also may transfer the shares of common stock in other circumstances, in which case the transferees, pledgees or other successors in interest will be the selling stockholders for purposes of this prospectus.

In connection with the sale of our common stock or interests therein, the selling stockholders may enter into hedging transactions with broker-dealers or other financial institutions, which may in turn engage in short sales of the common stock in the course of hedging the positions they assume. The selling stockholders may also sell shares of our common stock short and deliver these securities to close out their short positions, or loan or pledge the common stock to broker-dealers that in turn may sell these securities. The selling stockholders may also enter into option or other transactions with broker-dealers or other financial institutions or the creation of one or more derivative securities which require the delivery to such broker-dealer or other financial institution of shares offered by this

prospectus, which shares such broker-dealer or other financial institution may resell pursuant to this prospectus (as supplemented or amended to reflect such transaction).

The aggregate proceeds to the selling stockholders from the sale of the common stock offered by them will be the purchase price of the common stock less discounts or commissions, if any. Each of the selling stockholders reserves the right to accept and, together with their agents from time to time, to reject, in whole or in part, any proposed purchase of common stock to be made directly or through agents. We will not receive any of the proceeds from this offering.

The selling stockholders also may resell all or a portion of the shares in open market transactions in reliance upon Rule 144 under the Securities Act, provided that they meet the criteria and conform to the requirements of that rule, or another available exemption from the registration requirements under the Securities Act.

The selling stockholders and any underwriters, broker-dealers or agents that participate in the sale of the common stock or interests therein may be "underwriters" within the meaning of Section 2(a)(11) of the Securities Act (it being understood that the selling stockholders shall not be deemed to be underwriters solely as a result of their participation in this offering). Any discounts, commissions, concessions or profit they earn on any resale of the shares may be underwriting discounts and commissions under the Securities Act. Selling stockholders who are "underwriters" within the meaning of Section 2(a)(11) of the Securities Act will be subject to the prospectus delivery requirements of the Securities Act.

To the extent required, the shares of our common stock to be sold, the names of the selling stockholders, the respective purchase prices and public offering prices, the names of any agent, dealer or underwriter, and any applicable commissions or discounts with respect to a particular offer will be set forth in an accompanying prospectus supplement or, if appropriate, a post-effective amendment to the registration statement that includes this prospectus.

In order to comply with the securities laws of some states, if applicable, the common stock may be sold in these jurisdictions only through registered or licensed brokers or dealers. In addition, in some states the common stock may not be sold unless it has been registered or qualified for sale or an exemption from registration or qualification requirements is available and is complied with.

We have advised the selling stockholders that the anti-manipulation rules of Regulation M under the Exchange Act may apply to sales of shares in the market and to the activities of the selling stockholders and their affiliates. In addition, to the extent applicable, we will make copies of this prospectus (as it may be supplemented or amended from time to time) available to the selling stockholders for the purpose of satisfying the prospectus delivery requirements of the Securities Act. The selling stockholders may indemnify any broker-dealer that participates in transactions involving the sale of the shares against certain liabilities, including liabilities arising under the Securities Act.

We have agreed to indemnify the selling stockholders against liabilities, including liabilities under the Securities Act and state securities laws, relating to the registration of the shares offered by this prospectus.

We have agreed with the selling stockholders to use commercially reasonable efforts to cause the registration statement of which this prospectus constitutes a part to become effective and to remain continuously effective until the earlier of: (i) the date on which the selling stockholders shall have resold or otherwise disposed of all the shares covered by this prospectus pursuant to Rule 144 or pursuant to this prospectus and (ii) the date on which the shares covered by this prospectus no longer constitute "Registrable Securities" as such term is defined in the Registration Rights Agreement, such that they may be resold by the selling stockholders without registration and without regard to any volume or manner-of-sale limitations and without current public information pursuant to Rule 144 under the Securities Act or any other rule of similar effect.

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<u>Exhibit B</u>

Investor Questionnaire

The undersigned hereby provides the following information to Issuer and represents and warrants that such information is accurate:

QUESTIONNAIRE

1. Name.

(a) Full Legal Name of Investor

____

(b) Full Legal Name of Registered Holder (if not the same as (a) above) through which Registrable Securities are held:

____

(c) Full Legal Name of Natural Control Person (which means a natural person who directly or indirectly alone or with others has power to vote or dispose of the securities covered by this Questionnaire):

____

2. Address for Notices to Investor:

____

____

____

Telephone: ____

E-Mail: ____

Contact Person: ____

3. Broker-Dealer Status:

(a) Are you a broker-dealer?

Yes No

(b) If "yes" to Section 3(a), did you receive your Registrable Securities as compensation for investment banking services to the Issuer?

Yes No

Note: If "no" to Section 3(b), the Commission's staff has indicated that you should be identified as an underwriter in the Registration Statement.

(c) Are you an affiliate of a broker-dealer?

Yes No

(d) If you are an affiliate of a broker-dealer, do you certify that you purchased the Registrable Securities in the ordinary course of business, and at the time of the purchase of the Registrable Securities to be resold, you had no agreements or understandings, directly or indirectly, with any person to distribute the Registrable Securities?

Yes No

Note: If "no" to Section 3(d), the Commission's staff has indicated that you should be identified as an underwriter in the Registration Statement.

4. Beneficial Ownership of Securities of the Issuer Owned by the Investor.

Except as set forth below in this Item 4, the undersigned is not the beneficial or registered owner of any securities of the Issuer other than the securities issuable pursuant to the Purchase Agreement.

(a) Type and Amount of other securities beneficially owned by the Investor:

____

____

5. Relationships with the Issuer:

Except as set forth below, neither the undersigned nor any of its affiliates, officers, directors or principal equity holders (owners of 5% of more of the equity securities of the undersigned) has held any position or office or has had any other material relationship with the Issuer (or its predecessors or affiliates) during the past three years.

State any exceptions here:

____

____

The undersigned agrees to promptly notify the Issuer of any material inaccuracies or changes in the information provided herein that may occur subsequent to the date hereof at any time while the Registration Statement remains effective; provided, that the undersigned shall not be required to notify the Issuer of any changes to the number of securities held or owned by the undersigned or its affiliates.

By signing below, the undersigned consents to the disclosure of the information contained herein in its answers to Items 1 through 5 and the inclusion of such information in the Registration Statement and the related prospectus and any amendments or supplements thereto. The undersigned understands that such information will be relied upon by the Issuer in connection with the preparation or amendment of the Registration Statement and the related prospectus and any amendments or supplements thereto.

IN WITNESS WHEREOF the undersigned, by authority duly given, has caused this Notice and Questionnaire to be executed and delivered either in person or by its duly authorized agent.

Date: ______________________

Beneficial Owner: ______________________

By: ______________________

Name:

Title:

PLEASE EMAIL A .PDF COPY OF THE COMPLETED AND EXECUTED QUESTIONNAIRE TO: [ ]

VOTING AGREEMENT

VOTING AGREEMENT, dated as of [●], 2026 (this "**Agreement**"), by and between Senti Biosciences, Inc., a Delaware corporation, Senti Biosciences Holdings, Inc., a Delaware corporation, and the stockholders listed on the signature pages hereto under the heading "**Stockholder**". "**Issuer**" means (i) prior to the completion of the Holding Company Reorganization (as defined in the Securities Purchase Agreement), Senti Biosciences, Inc. and (ii) from and after the completion of the Holding Company Reorganization, Senti Biosciences Holdings, Inc.;

WHEREAS, Senti Holdings, Inc. a Delaware corporation ("**MidCo**"), Senti Biosciences, Inc., Senti Biosciences Holdings, Inc., and certain investors (each, an "**Investor**", and collectively, the "**Investors**") have entered into a Securities Purchase Agreement, dated as of [●], 2026 (the "**Securities Purchase Agreement**"), pursuant to which MidCo (i) is issuing to the Investors (x) senior secured convertible notes of MidCo (the "**Notes**") which Notes shall be convertible into shares of common stock, par value $0.0001 per share, of MidCo or exchangeable for shares of common stock, par value $0.0001 per share, of the Issuer (the "**Common Stock**");

WHEREAS, MidCo expects to enter into a Contingent Value Rights Agreement with a rights agent (the "**Contingent Value Rights Agreement**"), pursuant to which eligible securityholders of Issuer will receive up to three contingent cash payments pursuant to the terms and conditions to be set forth therein;

WHEREAS, as of the date hereof, each Stockholder owns the number of shares of Common Stock, which represents the percentage of the total issued and outstanding capital stock of the Issuer set forth opposite its name on Appendix A hereto; and

WHEREAS, as a condition to the willingness of the parties to enter into the Securities Purchase Agreement and a Contingent Value Rights Agreement and to consummate the transactions contemplated thereby (collectively, the "**Transaction**"), each Stockholder has agreed to enter into this Agreement with respect to all the Common Stock now owned and which may hereafter be acquired by such Stockholder prior to the Stockholder Approval Date (as defined in the Securities Purchase Agreement) (the "**Stockholder Approval Date**") and any other securities, if any, which such Stockholder is currently entitled to vote, or after the date hereof, becomes entitled to vote prior to the Stockholder Approval Date, at any meeting of stockholders of the Issuer (the "**Other Securities**").

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements contained herein, and intending to be legally bound hereby, the parties hereto hereby agree as follows:

Article I

VOTING AGREEMENT & IRREVOCABLE PROXY OF THE STOCKHOLDER

SECTION 1.01. Voting Agreement. Subject to the last sentence of this Section 1.01, each Stockholder, severally and not jointly with any other Stockholder, hereby agrees that at any meeting of the stockholders of the Issuer, however called, and in any action by written consent of the Issuer's stockholders, such Stockholder shall vote its shares of Common Stock and its Other Securities, if applicable: (a) in favor of the Stockholder Approval (as defined in the Securities Purchase Agreement); (b) in favor of the transactions contemplated under the Contingent Value Rights Agreement and (c) against any proposal or any other corporate action or agreement that would result in a breach of any covenant, representation or warranty or any other obligation or agreement of the Issuer or MidCo under the Securities Purchase Agreement or Contingent Value Rights Agreement, as applicable, or which could result in any of the conditions to the Issuer's or MidCo's obligations under the Securities Purchase Agreement or Contingent Value Rights Agreement, as applicable, not being fulfilled, as determined in good faith by the Issuer's officers or board of directors. Each Stockholder acknowledges receipt and review of a copy of the Securities Purchase Agreement, the Contingent Value Rights Agreement and the other Transaction Documents (as defined in the Securities Purchase Agreement). The obligations of the Stockholder under this Section 1.01 shall terminate on the later of the date immediately following the Stockholder Approval Date or the date that the stockholders of the Issuer approve the merger of MidCo with and into [NewCo, LLC] pursuant to that certain [Merger Agreement], dated April [●], 2026, by and between [MidCo, NewCo, Senti Biosciences Holdings, Inc., and Senti Biosciences, Inc.] (the "**Merger Agreement**" and such date, the "**CVR Approval Date**").

SECTION 1.02. Irrevocable Proxy. Each Stockholder hereby revokes any and all previous proxies granted with respect to the Common Stock and Other Securities (and such Stockholder hereby represents that any such proxy is revocable). By entering into this Agreement, each Stockholder, severally and not jointly with any other Stockholder, hereby grants a proxy appointing the Issuer as such Stockholder's attorney-in-fact and proxy, with full power of substitution, for and in such Stockholder's name, to vote, express, consent or dissent, or otherwise to utilize such voting power in the manner contemplated by Section 1.01 above as the Issuer or its proxy or substitute shall, in the Issuer's sole discretion, deem proper with respect to the Common Stock and Other Securities. Each Stockholder intends this proxy granted by such Stockholder by this Section 1.02 to be irrevocable and unconditional during the term of this Agreement and coupled with an interest and is granted in consideration of the Issuer entering into this Agreement and the Securities Purchase Agreement and incurring certain related fees and expenses. Each Stockholder, severally and not jointly with any other Stockholder, will take such further action or execute such other instruments as may be reasonably necessary to effect the intent of this proxy.

Article II

REPRESENTATIONS AND WARRANTIES OF THE STOCKHOLDER

Each Stockholder, severally and not jointly on behalf of any other Stockholder, hereby represents and warrants to the Issuer as follows:

SECTION 2.01. Authority Relative to This Agreement. Such Stockholder has all necessary legal capacity, power and authority to execute and deliver this Agreement and to perform his, her or its obligations hereunder [and to consummate the transactions contemplated hereby]. This Agreement has been duly executed and delivered by such

Stockholder and constitutes a legal, valid and binding obligation of such Stockholder, enforceable against such Stockholder in accordance with its terms, except (a) as such enforceability may be limited by applicable bankruptcy, insolvency, reorganization, fraudulent conveyance, moratorium or similar laws now or hereafter in effect relating to, or affecting generally the enforcement of creditors' and other obligees' rights and (b) where the remedy of specific performance or other forms of equitable relief may be subject to certain equitable defenses and principles and to the discretion of the court before which the proceeding may be brought.

SECTION 2.02. No Conflict. (a) The execution and delivery of this Agreement by such Stockholder does not, and the performance of this Agreement by such Stockholder shall not, (i) conflict with or violate any federal, state or local law, statute, ordinance, rule, regulation, order, judgment or decree applicable to such Stockholder or by which the Common Stock or the Other Securities owned by such Stockholder are bound or affected or (ii) result in any breach of or constitute a default (or an event that with notice or lapse of time or both would become a default) under, or give to others any rights of termination, amendment, acceleration or cancellation of, or result in the creation of a lien or encumbrance on any of the Common Stock or the Other Securities owned by such Stockholder, if any, pursuant to, any note, bond, mortgage, indenture, contract, agreement, lease, license, permit, franchise or other instrument or obligation to which such Stockholder is a party or by which the Stockholder or the Common Stock or Other Securities owned by such Stockholder are bound.

(a) The execution and delivery of this Agreement by such Stockholder does not, and the performance of this Agreement by such Stockholder shall not, require any consent, approval, authorization or permit of, or filing with or notification to, any governmental entity by such Stockholder.

SECTION 2.03. Title to the Stock. As of the date hereof, such Stockholder is the owner of the number of shares of Common Stock set forth opposite its name on Appendix A attached hereto, entitled to vote, without restriction, on all matters brought before holders of capital stock of the Issuer, which shares of Common Stock represent on the date hereof the percentage of the outstanding stock and voting power of the Issuer set forth on such Appendix. Such Common Stock are all the securities of the Issuer owned, either of record or beneficially, by such Stockholder. Such shares of Common Stock are owned free and clear of all Encumbrances (as defined below) other than the irrevocable proxy granted under Section 1.02 hereto. Such Stockholder has not appointed or granted any proxy, which appointment or grant is still effective, with respect to its shares of Common Stock or Other Securities, if any, owned by such Stockholder.

Article III

COVENANTS

SECTION 3.01. No Disposition or Encumbrance of Stock. Each Stockholder, severally and not jointly with any other Stockholder, hereby covenants and agrees that, until the later of the Stockholder Approval Date or the CVR Approval Date., such Stockholder shall not offer or agree to sell, transfer, tender, assign, hypothecate or otherwise dispose of, grant a proxy or power of attorney (other than to the proxy designated by the Issuer for purposes of voting as directed by such Stockholder at any meeting of stockholders) with respect to, or create or permit to exist any security interest, lien, claim, pledge, option, right of first refusal, agreement, limitation on such Stockholder's voting rights (except for the irrevocable proxy granted under Section 1.02 hereto and such agreements or limitations that would not adversely affect the Stockholder's ability to perform its obligations under this Agreement),

charge or other encumbrance of any nature whatsoever ("**Encumbrance**") with respect to its shares of Common Stock or Other Securities, directly or indirectly, initiate, solicit or encourage any person to take actions which could reasonably be expected to lead to the occurrence of any of the foregoing.

SECTION 3.02. Issuer Cooperation. Prior to the termination of this Agreement, the Issuer hereby covenants and agrees that it will not, and each Stockholder irrevocably and unconditionally acknowledges and agrees that the Issuer will not (and waives any rights against the Issuer in relation thereto), recognize any Encumbrance or agreement on any of the Common Stock or Other Securities subject to this Agreement.

Article IV

MISCELLANEOUS

SECTION 4.01. Further Assurances. Each Stockholder will execute and deliver such proxies, powers of attorney and similar documents and instruments and take all further action as may be reasonably necessary in order to consummate the transactions contemplated by Section 1.01 hereof.

SECTION 4.02. Specific Performance. The parties hereto agree that irreparable damage would occur in the event any provision of this Agreement was not performed in accordance with the terms hereof and that the Issuer shall be entitled to specific performance of the terms hereof, in addition to any other remedy at law or in equity. This Agreement is intended for the benefit of the parties hereto and their respective successors and permitted assigns and is not for the benefit of, nor may any provisions hereof be enforced by, any other person.

SECTION 4.03. Entire Agreement. This Agreement constitutes the entire agreement among the Issuer and the Stockholders with respect to the subject matter hereof and supersedes all prior agreements and understandings, both written and oral, among the Issuer and the Stockholder with respect to the subject matter hereof.

SECTION 4.04. Amendment. The provisions of this Agreement may not be amended or waived except by an instrument in writing signed by the parties hereto, nor may this Agreement be terminated by the Issuer other than pursuant to the provisions of Section 4.07.

SECTION 4.05. Severability. If any provision of this Agreement is prohibited by law or otherwise determined to be invalid or unenforceable by a court of competent jurisdiction, the provision that would otherwise be prohibited, invalid or unenforceable shall be deemed amended to apply to the broadest extent that it would be valid and enforceable, and the invalidity or unenforceability of such provision shall not affect the validity of the remaining provisions of this Agreement so long as this Agreement as so modified continues to express, without material change, the original intentions of the parties as to the subject matter hereof and the prohibited nature, invalidity or unenforceability of the provision(s) in question does not substantially impair the respective expectations or reciprocal obligations of the parties or the practical realization of the benefits that would otherwise be conferred upon the parties. The parties will endeavor in good faith negotiations to replace the prohibited, invalid or unenforceable provision(s) with a valid provision(s), the effect of which comes as close as possible to that of the prohibited, invalid or unenforceable provision(s).

SECTION 4.06. Governing Law. All questions concerning the construction, validity, enforcement and interpretation of this Agreement shall be governed by the internal laws

of the State of New York, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of New York or any other jurisdictions) that would cause the application of the laws of any jurisdictions other than the State of New York. The parties hereby agree that all actions or proceedings arising directly or indirectly from or in connection with this Agreement shall be litigated only in the Supreme Court of the State of New York or the United States District Court for the Southern District of New York located in New York County, New York. The parties consent to the jurisdiction and venue of the foregoing courts and consent that any process or notice of motion or other application to any of said courts or a judge thereof may be served inside or outside the State of New York or the Southern District of New York by registered mail, return receipt requested, directed to the party being served at its address set forth on the signature pages to this Agreement (and service so made shall be deemed complete three (3) days after the same has been posted as aforesaid) or by personal service or in such other manner as may be permissible under the rules of said courts. Each of the Issuer and each Stockholder irrevocably waives, to the fullest extent permitted by law, any objection which it may now or hereafter have to the laying of the venue of any such suit, action, or proceeding brought in such a court and any claim that suit, action, or proceeding has been brought in an inconvenient forum. **EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE, AND AGREES NOT TO REQUEST, A JURY TRIAL FOR THE ADJUDICATION OF ANY DISPUTE HEREUNDER OR IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT OR ANY TRANSACTION CONTEMPLATED HEREBY.**

SECTION 4.07. Termination. This Agreement shall automatically terminate on the earlier of: (i) the date immediately following the Stockholder Approval Date or the CVR Approval Date, whichever is later or (ii) the date that the Merger Agreement is terminated.

[Signature Page Follows]

IN WITNESS WHEREOF, each Stockholder and the Issuer has duly executed this Agreement.

THE ISSUER:
SENTI BIOSCIENCES, INC.

By: ______________________________

Name:

Title:

Dated: ____, 2026

Address: 2 Corporate Drive, First Floor
South San Francisco, CA 94080

THE ISSUER:
SENTI BIOSCIENCES HOLDINGS, INC.

By: ______________________________

Name:

Title:

Dated: ____, 2026

Address: 2 Corporate Drive, First Floor
South San Francisco, CA 94080

[*Signature Page to the Voting Agreement*]

STOCKHOLDER:

____
Exact Name of Stockholder

____
Authorized Signature

____
Title

Dated: ____, 2026

Address:

[*Signature Page to the Voting Agreement*]

APPENDIX A

Stockholder	Common Stock Owned	Percentage of Stock and Voting Power