

**TERM SHEET
FOR CONVERTIBLE PREFERRED SHARE FINANCING OF
FINHAVEN TECHNOLOGY, INC.**

This Term Sheet summarizes the principal terms of Convertible Preferred Share Financing of Finhaven Technology, Inc., a corporation incorporated under the laws of the Province of British Columbia (the "**Company**"). This Term Sheet shall be governed in all respects by the laws of the province of British Columbia.

Offering Terms

<i>Issuer:</i>	Finhaven Technology Inc., a corporation incorporated under the laws of the Province of British Columbia of Canada and having an office at Suite 1500, 355 Burrard Street, Vancouver, British Columbia, Canada V6C 2G8. More information about the Company can be found at https://www.finhaven.com . Issuer has wholly owned subsidiaries, Finhaven Capital Inc. (www.finhaven.ca), Finhaven Gateway Inc. (www.finwallet.net) and Finhaven Asia Inc.
<i>Founder & CEO, Majority Shareholder:</i>	Dohyung "DH" Kim
<i>Security:</i>	Convertible Preferred Shares (the " Convertible Preferreds ")
<i>Closing Date:</i>	Ongoing - continuous acceptance
<i>Conditions to Closing:</i>	Standard conditions to Closing, including, among other things, satisfactory completion of financial and legal due diligence, qualification of the shares under applicable securities laws
<i>Amount Raised:</i>	Maximum USD 30,000,000
<i>Pre-Money Valuation:</i>	The price per share of Convertible Preferreds (the " Original Purchase Price ") shall be the price determined on the basis of a fully-diluted pre-money valuation of USD 130,000,000.
<i>Price Per Share:</i>	USD 7.10267 (the "Purchase Price")
<i>Dividends:</i>	If and to the extent the Company declares a dividend on the common shares, the Company shall declare and first pay an equivalent per share dividend on Convertible Preferreds.

- Liquidation Preference:* In the event of any voluntary or involuntary liquidation, dissolution or winding-up of the Company, the holders of Convertible Preferreds will be entitled to receive in preference to the holders of any other class of shares **1.0** × the Purchase Price plus unpaid dividends on each such share.
- After payment in full of the Liquidation Preference to Convertible Preferreds, the holders of the Common Shares will be entitled to the distribution of the remaining corporate assets which the holders of Convertible Preferreds shall have no right to participate in.
- Liquidity Event* Liquidity Event means a Listing or a Change of Control. Listing means a listing of common shares on a recognized stock exchange or active secondary markets.
- Change of Control* Change of Control means (i) a transaction or series of related transactions in which more than 50% of the voting rights attaching to the Common Shares of the Company are sold or are to be sold to one person or group of persons acting in concert; or (ii) a sale, lease or other disposition of all or substantially all of the assets of the Company
- Conversion Rate* Convertible Preferreds convert 1:1 to Common Shares. If the valuation at Liquidity Event, and Change of Control is less than 156 million, Pre-Money Valuation of Convertible Preferreds for Conversion will be adjusted to a value at 20% discounted to the valuation at Liquidity Event and Change of Control.
- Information Rights:* Any [Major] Investor (who is not a competitor) will be granted access to Company facilities and personnel during normal business hours with reasonable advance notification. The Company will deliver to such [Major] Investor (i) annual, quarterly financial statements, and other information as determined by the Board of Directors; and (ii) promptly following the end of each quarter an up-to-date capitalization table. [A "Major Investor" means any Investor who purchases at least USD 1,000,000 of Convertible Preferreds.]

Right to Participate Pro Rata in Future Rounds:

All Investors shall have a *pro rata* right, based on their percentage equity ownership in the Company (assuming the conversion of all outstanding Preferred Shares into Common Shares and the exercise of all options outstanding under the Company's stock plans), to participate in subsequent issuances of equity securities of the Company. In addition, should any Investor choose not to purchase its full *pro rata* share, the remaining Investors shall have the right to purchase the remaining *pro rata* shares.

*Tag-Along:
(Right of First Refusal)*

The Founder & CEO (Controlling Shareholder) provides customary Tag-Along rights to investors who own above 1% on a fully diluted basis.

Drag Along:

If a *bona fide* offer is made by an arm's length third party to acquire all of the shares of the Company, and the offer is accepted by shareholders holding at least 51% of the outstanding Common Shares calculated on an as-converted basis for the Investors but otherwise calculated on an undiluted basis, then the remaining shareholders of the Company will be obligated to see their Common Shares pursuant to the third-party offer.

Cost and Legal Counsel:

Each party to this term sheet agrees to bear its own legal costs.

Confidentiality:

The Company and the Investors agree to work in good faith expeditiously towards the Closing. The Company and the Investors will refrain from publicity and not disclose any information concerning this term sheet without the written approval of the other party, except as required by law and provided that the parties may disclose information to their accountants, legal counsel and other professional advisors.

Expiration:

This Term Sheet expires on November 30, 2023.

EXECUTED this [] day of September, 2023.

[Signature page follows]

Investor:

Per: _____

Name:

Title:

Entity Name, if the investor is an entity:

Address:

Email:

Phone Number: