

THIS NOTE AND THE SECURITIES ISSUABLE UPON CONVERSION HEREOF HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED OR APPLICABLE STATE SECURITIES LAWS. THESE SECURITIES MAY NOT BE SOLD, OFFERED FOR SALE, PLEDGED OR HYPOTHECATED IN THE ABSENCE OF AN EFFECTIVE REGISTRATION STATEMENT AS TO THESE SECURITIES UNDER SAID ACT AND APPLICABLE STATE SECURITIES LAWS OR AN OPINION OF COUNSEL REASONABLY SATISFACTORY TO THE COMPANY THAT SUCH REGISTRATION IS NOT REQUIRED.

TRANSCODE THERAPEUTICS, INC.

CONVERTIBLE PROMISSORY NOTE

\$ _____

February 14, 2019

FOR VALUE RECEIVED, TransCode Therapeutics, Inc., a Delaware corporation, (the “Company”) hereby promises to pay to the order of _____ (the “Investor”) (i) immediately prior to an Event of Default (as defined below), (ii) upon the consummation of a Change of Control (as defined below), (iii) at any time following February 14, 2021, upon demand made by the holders of a Requisite Interest, or (iv) pursuant to the terms and conditions contained in that certain Convertible Promissory Note Purchase Agreement dated as of February 14, 2019 among the Company and the persons listed on Schedule 1 thereto (as the same may be amended from time to time, hereinafter referred to as the “Purchase Agreement”) (including, without limitation, Section 3 thereof), the principal amount of \$ _____, or such lesser amount as may then be outstanding on this Note, plus interest in arrears from and including the date hereof on the principal balance from time to time outstanding, at a rate per annum equal to six percent (6%); provided, however, that in the case of clause (ii) above, the Investor shall additionally be entitled to receive out of any cash proceeds of such Change of Control, prior to payment to any stockholder of the Company, an amount equal to 100% of the outstanding principal balance of this Note. For purposes hereof, a “Change of Control” shall mean the sale of all or substantially all of the assets of the Company on a consolidated basis to an unrelated person or entity, (ii) a merger, reorganization or consolidation pursuant to which the holders of the Company’s outstanding voting power immediately prior to such transaction do not own a majority of the outstanding voting power of the surviving or resulting entity (or its ultimate parent, if applicable), (iii) the acquisition of all or a majority of the outstanding voting stock of the Company in a single transaction or a series of related transactions by a person or entity or group of affiliated persons and/or entities, or (iv) any other acquisition of the business of the Company, as determined by the Board of Directors of the Company; provided, however, that the Company’s initial public offering of its common stock, any subsequent public offering or any other bona fide capital raising event, public or private, or a merger effected solely to change the Company’s domicile shall not constitute a “Change of Control.” Interest shall be calculated on the basis of actual number of days elapsed over a year of 365 days. Notwithstanding any other provision of this Note, the holder hereof does not intend to charge, and the Company shall not be required to pay, any interest or other fees or charges in excess of the maximum permitted

by applicable law; any payments in excess of such maximum shall be refunded to the Company or credited to reduce principal hereunder. Capitalized terms used herein but not defined herein shall have the meanings ascribed to them in the Purchase Agreement.

Payments of principal and interest will be made by check or wire transfer in immediately available United States funds sent to the holder at the address furnished to the Company for that purpose. This Note may not be prepaid by the Company without the written consent of the Investor.

This Note is one of a series of Convertible Promissory Notes of like tenor (collectively, the “Notes”), issued by the Company pursuant to and entitled to the benefits of the Purchase Agreement and each holder of this Note, by its acceptance hereof, agrees to be bound by the provisions of the Purchase Agreement, including the amendment and waiver provisions set forth in Section 7 therein. This Note will be registered on the books of the Company or its agent as to principal and interest. Any transfer of this Note will be effected only by surrender of this Note to the Company and reissuance of a new note to the transferee in accordance with the terms herein.

Each of the following shall constitute an event of default hereunder (each, an “Event of Default”):

(a) the Company commences any voluntary proceeding under any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, receivership, dissolution, or liquidation law or statute, of any jurisdiction, whether now or subsequently in effect; or the Company is adjudicated insolvent or bankrupt by a court of competent jurisdiction; or the Company petitions or applies for, acquiesces in, or consents to, the appointment of any receiver or trustee of the Company or for all or substantially all of its property or assets; or the Company makes an assignment for the benefit of its creditors; or the Company admits in writing its inability to pay its debts as they mature;

(b) there is commenced against the Company any proceeding relating to the Company under any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, receivership, dissolution, or liquidation law or statute, of any jurisdiction, whether now or subsequently in effect, and such proceeding remains undismissed for a period of ninety (90) days or the Company by any act indicates its consent to, approval of, or acquiescence in, such proceeding; or a receiver or trustee is appointed for the Company or for all or substantially all of its property or assets, and the receivership or trusteeship remains undischarged for a period of ninety (90) days;

(c) the material breach of any of the representations and warranties made by the Company in the Purchase Agreement;

(d) the breach by the Company of any of its obligations under Sections 1, 2, 3, 7, or 14 of the Purchase Agreement; or

(e) the failure of the Company to make any payment of principal or interest on this Note when due, which failure continues for a period of thirty (30) days after written notice thereof.

Upon the occurrence of an Event of Default (except in the case of clauses (a) and (b) above, which shall not require notice or demand), the Requisite Interest may declare this Note, including the outstanding principal and accrued but unpaid interest, to be immediately due and payable without presentment, demand, protest or notice of any kind, all of which are hereby expressly waived. Immediately upon receipt by the holder of this Note of such payment, this Note shall no longer be deemed to be outstanding and all rights with respect to this Note shall immediately cease and terminate.

Subject to the Company's reasonable approval, the holder of this Note may, prior to maturity thereof, surrender such Note at the principal office of the Company for transfer or exchange. Contingent upon the Company's reasonable approval, within a reasonable time after notice to the Company from such holder of its intention to make such exchange and without expense to such holder, except for any transfer or similar tax which may be imposed on the transfer or exchange, the Company shall issue in exchange therefor another note or notes (each, a "Transferee Note") for the same aggregate principal amount as the unpaid principal amount of the Note so surrendered, having the same maturity and rate of interest, containing the same provisions and subject to the same terms and conditions as the Note so surrendered. Each Transferee Note shall be made payable to such person or persons, or transferees, as the holder of such surrendered Note may designate, and such transfer or exchange shall be made in such a manner that no gain or loss of principal or interest shall result therefrom. The Company may, among other reasons, elect not to permit a transfer of the Note if it has not obtained satisfactory assurance that such transfer: (a) is exempt from the registration requirements of, or covered by an effective registration statement under, the Securities Act of 1933, as amended, and the rules and regulations thereunder, and (b) is in compliance with all applicable state securities laws, including without limitation receipt of an opinion of counsel for the Investor (or other holder, as the case may be), which opinion shall be satisfactory to the Company.

Upon receipt of evidence reasonably satisfactory to the Company of the loss, theft, destruction or mutilation of this Note, the Company will issue a new Note, of like tenor and amount and dated the date to which interest has been paid, in lieu of such lost, stolen, destroyed or mutilated Note, and in such event the Investor (or other holder, as the case may be) agrees to indemnify and hold harmless the Company in respect of any such lost, stolen, destroyed or mutilated Note.

No waiver of any obligation of the Company or other term under this Note shall be effective, nor shall any amendment of this Note be effective, unless such waiver or amendment is in a writing signed by the Company and by the holders of a Requisite Interest; provided, however, that the prepayment provision of this Note may not be amended or waived without the written consent of the Investor. A right or remedy under this Note on any occasion shall not be a bar to exercise of the same right or remedy on any subsequent occasion or of any other right or remedy at any time.

This Note applies to, inures to the benefit of, and binds the successors and assigns of the parties hereto.

It is the intention of the parties that the internal laws, and not the laws of conflicts, of the Commonwealth of Massachusetts should govern the enforceability and validity of this Note, the construction of its terms and the interpretation of the rights and duties of the parties pursuant to the relationships among them contemplated herein, whether or not such rights and duties arise directly under this Note.

In the event any one or more of the provisions of this Note shall for any reason be held to be invalid, illegal or unenforceable, in whole or in part or in any respect, or in the event that any one or more of the provisions of this Note operate or would prospectively operate to invalidate this Note, then and in any such event, such provision(s) only shall be deemed null and void and shall not affect any other provision of this Note and the remaining provisions of this Note shall remain operative and in full force and effect and in no way shall be affected, prejudiced, or disturbed thereby.

All notices, requests, demands and other communications provided for hereunder shall be given in accordance with the Purchase Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed by its duly authorized officer as of the date first above written.

TRANSCODE THERAPEUTICS, INC.

By: _____

Name: Robert Michael Dudley

Title: President and CEO