EXHIBIT C

Class D

Convertible Debt Agreement

[attached]

CLASS D

CONVERTIBLE DEBT AGREEMENT

THE SECURITIES EVIDENCED BY THIS AGREEMENT HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"), OR APPLICABLE STATE SECURITIES LAWS, AND NO INTEREST MAY BE SOLD, DISTRIBUTED, ASSIGNED, OFFERED, PLEDGED OR OTHERWISE TRANSFERRED UNLESS (A) THERE IS AN EFFECTIVE REGISTRATION STATEMENT UNDER THE ACT AND APPLICABLE STATE SECURITIES LAWS COVERING ANY SUCH TRANSACTION INVOLVING SUCH SECURITIES, (B) SCALE AU LLC, RECEIVES AN OPINION OF LEGAL COUNSEL FOR THE HOLDER OF THESE SECURITIES (REASONABLY ACCEPTABLE IN FORM AND SUBSTANCE TO SCALE AU LLC AND ITS LEGAL COUNSEL) STATING THAT SUCH TRANSACTION IS EXEMPT FROM REGISTRATION, (C) SCALE AU LLC OTHERWISE SATISFIES ITSELF THAT SUCH TRANSACTION IS EXEMPT FROM REGISTRATION; OR (D) SUCH SALE IS IN COMPLIANCE WITH RULE 144 UNDER THE ACT.

THIS CLASS D CONVERTIBLE DEBT AGREEMENT (this "**Agreement**") is entered into to be effective as of _____(the "**Agreement Date**") by and between Scale Au LLC, a Wyoming limited liability company (the "**Company**") and _____ ("**Lender**")..

Each of Toolbox and Lender may be referred to hereinafter individually as a "**Party**" and collectively as the "**Parties**."

WHEREAS, the Parties desire for Lender to loan to the Company the Loan Amount (defined below) and for the Company to exercise the option to convert the Loan Amount, plus accrued interest, into an equity interest in the Company, pursuant to the terms of this Agreement.

NOW THEREFORE, in exchange for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Disbursement of Loan Amount. Lender hereby agrees to disburse and lend to Toolbox the principal sum of _____ Thousand Dollars ($_____,000.00) (the "**Loan Amount**"). Lender shall deliver the Loan Amount to Toolbox as soon as reasonably practicable and in no event later than two (2) Business Days following the execution of this Agreement by check, wire transfer, electronic funds transfer, or through such other means as may be agreed upon by the Parties.

2. Use of Funds. The Parties mutually agree that the Company may use the Loan Amount for the purchase of convertible debt agreements one or more affiliates of Toolbox Os, Inc. that will lend to, joint venture, revenue share or profit share with, or acquire gold contracts or any other interest in gold from, one or more licensed gold brokerage companies for the purposes of funding buy-sell gold contracts and any expenses related thereto and for any business purpose as outlined in that certain confidential offering memorandum of the Company dated February 1, 2026, as may be amended (the "**Offering Memorandum**") determined by the manager of the Company

in its sole and absolute discretion. The Company has not placed a limit on the amount of the Loan Amount it will allocate or use at a particular time or diversification, but will actively manage the Loan Amount and determine its ultimate use.

3. Interest. The Loan Amount shall accrue interest prior to the Maturity Date (defined below) at the simple interest rate of two percent (2%) per thirty (30)-day Term (as defined below). Interest accrual shall not be compounded. No monthly interest payments shall be required. Rather all accrued interest shall be due and payable within five (5) calendar days of the Maturity Date or each Term Maturity Date (as defined below) and shall start on the Effective Date or the first day of each Term as applicable. If the Loan Amount and all accrued interest for the Term is not paid within five (5) calendar days after the Maturity Date or Term Maturity Date, as applicable, an Event of Default shall occur. If any Term interest-only payment is not paid within five (5) calendar days of the date when due, any past-due interest amount shall accrue interest at the default interest rate of two percent (2%) per Term until paid or the final Term Maturity Date, unless paid sooner in the sole and absolute discretion of the Company.

4. Effective Date and Maturity Date. Five (5) calendars day after the later of the Agreement Date or the receipt of the Loan Amount herein shall be considered (the "**Effective Date**"). The maturity date of this Note is thirty (30) calendar days and from the Effective Date (the "**Maturity Date**"). The Company hereby promises to pay to the order of Lender the full Loan Amount, together with all accrued but unpaid interest within five (5) calendar days of (a) the Maturity Date or (b) if the Note is renewed, the final Term Maturity Date (as defined herein). For the purposes of this Note, a "**Term Maturity Date**" is the last calendar day of any Term of this Note, and a "**Term**" is the period beginning from the Maturity Date or prior Term Maturity Date, as applicable and ending the thirty (30)-day anniversary of such date.

5. Payment. Payment of any interest due for a Term or the Loan Amount and any interest accrued, but not paid due as of the Maturity Date or Term Maturity Date, as applicable shall be made by wire or automated clearing house transfer to the account(s) designated by the Lender in its Subscription Documents and on file with the Company as of the Maturity Date or Term Maturity Date, as applicable of when such payment is due to be paid. If the Maturity Date or Term Maturity Date occurs on a calendar day that is not a Business Day, then this Note shall be paid on the next succeeding Business Day. "**Business Day**" shall mean any day other than Saturday, Sunday or any day on which banks in Nevada are authorized or required to be closed..

6. Automatic Renewal. Unless a Notice of Request for Payment pursuant to Clause 6(a) of this Agreement is delivered to the Company not less than fifteen (15) calendar days prior the Maturity Date or any successive Term Maturity Date, this Agreement shall automatically renew for successive Terms.

(a) A "**Notice of Request for Payment**" shall be a written notice by the Lender delivered to the Company opting out of extending the Maturity Date or a Term Maturity Date of this Agreement. In the event that the Lender timely delivers to the Company a Notice of Request for Payment pursuant to the preceding sentence, the Company shall make the payment of the Loan Amount and any accrued, but unpaid interest on or before the Maturity Date or the Term Maturity Date, as applicable.

(b) In the event that this Agreement is renewed under the terms of this Subsection 6, the interest accrued for the Term will be paid within five (5) calendar days of the Term Maturity Date and the Loan Amount will be reinvested under the same terms and conditions of this Agreement for the duration of each successive Term. There shall be no limit on the number of Terms that may be renewed.

7. Conversion Option. If an Event of Default occurs, the Company may convert the Loan Amount, plus accrued but unpaid interest (the "**Total Conversion Funds**") into an equity interest (preferred interests) in the Company (the "**Conversion Option**"). To the extent that an Event of Default looks imminent, the Company will provide written notice of its election to do so at the Maturity Date. To the extent the Company exercises the Conversion Option, the Total Conversion Funds shall be used to purchase the Company preferred interests at a price per percentage interest equal to the then-current price at which the Company is selling its preferred interests as of the date of Lender's receipt of written notice of the Company's election to exercise the Conversion Option. By way of illustration, should Lender loan the Company $100,000 and the Company would elect to exercise the Conversion Option at the Maturity Date, the Total Conversion Funds shall be $100,000 (assuming the annual interest payment had been made). As an example conversion, to the extent that the Company is selling preferred interests at the time of conversion at $0.68 per 0.01% percentage interest, Lender shall be entitled to use the Total Conversion Funds to acquire the Company preferred interests at a purchase price of $0.68 per 0.01% percentage interest. Following the Company's exercise of the Conversion Option, Lender shall sign and deliver to the Company such subscription agreement, stock purchase agreement or related documentation as the Company may reasonably request in order to formally document Lender's purchase of the Company preferred interests.

In the event the Company does not exercise the Conversion Option within ten (10) calendar days of the Maturity Date, the Conversion Option shall be irrevocably forfeited, and the Company shall repay the Loan Amount, plus all accrued interest within ten (10) calendar days of the Maturity Date. If the Company does not exercise the Conversion Option and does not pay the Loan Amount and any accrued interest on the Loan Amount (the "**Outstanding Balance**") within ten (10) calendar days after the Maturity Date, any past-due amount shall accrue interest at the default interest rate of two percent (2%) per month until paid.

8. Mandatory Conversion. In the event that the Outstanding Balance remains unpaid for a period of twelve months after the Maturity Date (the "**Mandatory Conversion Date**"), the Company shall convert the Outstanding Balance into the Company preferred interests under the same terms and conditions as set forth in Section 5, except that for the purposes of calculating the number of the Company preferred interests to be purchased, Total Conversion Funds shall mean the Outstanding Balance at the time of conversion.

9. Default. Each of the following events shall be an "**Event of Default**" hereunder:

(a) The Company's failure to pay all of the Loan Amount, interest accrued thereon within five (5) calendar days Maturity Date. Notwithstanding the foregoing, a payment default may be cured (and no event of default will have occurred) if the Company cures the payment default within ten (10) calendar days from the date of default plus ten (10) calendar days after receiving written notice (each, a "**Default Notice**") from the Lender demanding cure

of such payment default (the "**Payment Cure Period**").

(b) The Company's failure to perform or observe any of the covenants, promises, agreements, requirements, conditions or other terms or provisions contained in this Agreement following written notice from Lender of such failure, and a ten (10) calendar day opportunity for the Company to cure such failure.

(c) Filing by the Company of a voluntary petition in bankruptcy seeking reorganization, arrangement or readjustment of debts, or any other relief under the Bankruptcy Code as amended or under any other insolvency act or law, state or federal, now or hereafter existing.

(d) Filing of an involuntary petition against the Company in bankruptcy seeking reorganization, arrangement or readjustment of debts, or any other relief under the Bankruptcy Code as amended, or under any other insolvency act or law, state or federal, now or hereafter existing, and the continuance thereof for one hundred twenty (120) calendar days un-dismissed, un-bonded, or un-discharged.

10. Representations and Warranties of the Lender. In connection with the transactions contemplated by this Agreement, Lender hereby represents and warrants to the Company as follows:

10.1 Authorization. Lender has full power and authority (and, if such Lender is an individual, the capacity) to enter into this Agreement and to perform all obligations required to be performed by it hereunder. This Agreement, when executed and delivered by Lender, will constitute Lender's valid and legally binding obligation, enforceable in accordance with its terms, except (a) as limited by applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance and any other laws of general application affecting enforcement of creditors' rights generally, and (b) as limited by laws relating to the availability of specific performance, injunctive relief or other equitable remedies.

10.2 Purchase Entirely for Own Account. Lender acknowledges that this Agreement is made with Lender in reliance upon Lender's representation to the Company, which such Lender confirms by executing this Agreement, that this Agreement and any preferred interest issuable upon conversion hereof (collectively, the "**Securities**") will be acquired for investment for Lender's own account, not as a nominee or agent (unless otherwise specified on Lender's signature page hereto), and not with a view to the resale or distribution of any part thereof, and that Lender has no present intention of selling, granting any participation in, or otherwise distributing the same. By executing this Agreement, Lender further represents that Lender does not have any contract, undertaking, agreement or arrangement with any person to sell, transfer or grant participation to such person or to any third person, with respect to the Securities. If other than an individual, Lender also represents it has not been organized solely for the purpose of acquiring the Securities.

10.3 Disclosure of Information; Non-Reliance. Lender acknowledges that it has received all the information it considers necessary or appropriate to enable it to make an informed decision concerning an investment in the Securities. Lender further represents that it has

had an opportunity to ask questions and receive answers from the Company regarding the terms and conditions of the offering of the Securities. Lender confirms that the Company has not given any guarantee or representation as to the potential success, return, effect or benefit (either legal, regulatory, tax, financial, accounting or otherwise) of an investment in the Securities. In deciding to purchase the Securities, Lender is not relying on the advice or recommendations of the Company and Lender has made its own independent decision that the investment in the Securities is suitable and appropriate for Lender. Lender understands that no federal or state agency has passed upon the merits or risks of an investment in the Securities or made any finding or determination concerning the fairness or advisability of this investment.

10.4 Investment Experience. Lender is an investor in securities of companies in the development stage and acknowledges that it is able to fend for itself, can bear the economic risk of its investment and has such knowledge and experience in financial or business matters that it is capable of evaluating the merits and risks of the investment in the Securities.

10.5 Accredited Investor. Lender is an "accredited investor" within the meaning of Rule 501 of Regulation D promulgated under the Act. Lender agrees to furnish any additional information requested by the Company to assure compliance with applicable U.S. federal and state securities laws in connection with the purchase and sale of the Securities.

10.6 Restricted Securities. Lender understands that the Securities have not been, and will not be, registered under the Act or any state securities laws, by reason of specific exemptions under the provisions thereof which depend upon, among other things, the bona fide nature of the investment intent and the accuracy of Lender's representations as expressed herein. Lender understands that the Securities are "restricted securities" under U.S. federal and applicable state securities laws and that, pursuant to these laws, Lender must hold the Securities indefinitely unless they are registered with the Securities and Exchange Commission ("**SEC**") and registered or qualified by state authorities, or an exemption from such registration and qualification requirements is available. Lender acknowledges that the Company has no obligation to register or qualify the Securities for resale and further acknowledges that, if an exemption from registration or qualification is available, it may be conditioned on various requirements including, but not limited to, the time and manner of sale, the holding period for the Securities, and on requirements relating to the Company which are outside of Lender's control, and which the Company is under no obligation, and may not be able, to satisfy.

10.7 No Public Market. Lender understands that no public market now exists for the Securities and that the Company has made no assurances that a public market will ever exist for the Securities.

10.8 No General Solicitation. Lender, and its officers, directors, employees, agents, stockholders or partners have not either directly or indirectly, including through a broker or finder solicited offers for or offered or sold the Securities by means of any form of general solicitation or general advertising within the meaning of Rule 502 of Regulation D under the Act or in any manner involving a public offering within the meaning of Section 4(a)(2) of the Act. Lender acknowledges that neither the Company nor any other person offered to sell the Securities to it by means of any form of general solicitation or advertising within the meaning of Rule 502 of Regulation D under the Act or in any manner involving a public offering within the meaning of

Section 4(a)(2) of the Act.

10.9 Residence. If the Lender is an individual, Lender resides in the state or province identified in the address shown on Lender's signature page hereto. If the Lender is a partnership, corporation, limited liability company or other entity, Lender's principal place of business is located in the state or province identified in the address shown on Lender's signature page hereto.

10.10 Foreign Investors. If a Lender is not a United States person (as defined by Section 7701(a)(30) of the Internal Revenue Code of 1986, as amended), such Lender hereby represents that it has satisfied itself as to the full observance of the laws of its jurisdiction in connection with any invitation to subscribe for the Securities or any use of this Agreement, including (a) the legal requirements within its jurisdiction for the purchase of the Securities; (b) any foreign exchange restrictions applicable to such purchase; (c) any governmental or other consents that may need to be obtained; and (d) the income tax and other tax consequences, if any, that may be relevant to the purchase, holding, conversion, redemption, sale, or transfer of the Securities. Each such Lender's subscription and payment for and continued beneficial ownership of the Securities will not violate any applicable securities or other laws of such Lender's jurisdiction. Each such Lender acknowledges that the Company has taken no action in foreign jurisdictions with respect to the Securities.

10.11 No "Bad Actor" Disqualification. Lender represents and warrants that neither (A) the Lender nor (B) any entity that controls the Lender or is under the control of, or under common control with, the Lender, is subject to any of the "bad actor" disqualifications described in Rule 506(d)(1)(i) through (viii), as modified by Rules 506(d)(2) and (d)(3), under the Act ("**Disqualification Events**"), except for Disqualification Events covered by Rule 506(d)(2)(ii) or (iii) or (d)(3) under the Act and disclosed in writing in reasonable detail to the Company. Lender represents that Lender has exercised reasonable care to determine the accuracy of the representation made by Lender in this paragraph and agrees to notify the Company if Lender becomes aware of any fact that makes the representation given by Lender hereunder inaccurate.

11. Remedies. If an Event of Default occurs hereunder and the Company exercises the Conversion Option and issues the Company preferred interest to Lender in satisfaction of the Loan Amount and any accrued but unpaid interest thereon, the Lender agrees to waive all rights to exercise any and all rights and remedies available to Lender under any applicable law. If an Event of Default occurs hereunder, the Company does not exercise the Conversion Option, and fails to pay the Outstanding Balance by the Mandatory Conversion Date, the exclusive remedy of the Lender shall be to receive the Company preferred interest in satisfaction of the Outstanding Balance and the Lender agrees to waive all rights to exercise any and all rights and remedies available to Lender under any applicable law.

12. Assignment. Neither Lender nor the Company may assign its rights and obligations hereunder without the written consent of the other, provided, however, that Lender may assign its rights and obligations hereunder to a business entity owned and controlled by Lender in preparation for exercising the Conversion Option for purposes of holding Lender's equity in the Company through a holding company. Subject to the foregoing, this Agreement shall be binding upon, and shall take effect to the benefit of the parties' respective successors and

assigns.

13. Costs of Collection. The Company agrees to pay all of Lender's reasonable costs of collection when incurred and all other costs incurred by Lender hereof in exercising or preserving any rights or remedies in connection with the enforcement of this Agreement or following an Event of Default, including but not limited to Lender's reasonable attorneys' fees.

14. Governing Law, Exclusive Jurisdiction and Venue and Waiver of Jury Trial. This Agreement shall be governed by and construed in accordance with the laws of the State of Wyoming, without regard to conflict of law principles thereof. All claims, disputes, and controversies arising out of or in relation to the performance, interpretation, application or enforcement of this Agreement, including but not limited to any breach thereof, shall be referred to mediation administered by the American Arbitration Association under its Commercial Mediation Procedures, which mediation shall be held in Clark County, Nevada, before, and as a condition precedent to, the initiation of any adjudicative action or proceeding. The exclusive jurisdiction and venue for all proceedings arising out of or in any way related to this Agreement shall be in the state or federal courts sitting in Clark County, Nevada. **The Parties waive their right to a jury trial in any proceedings arising out of or in any way related to this Agreement.**

15. Entire Agreement. This Agreement represents the entire understanding and agreement of the parties with respect to the subject matter hereof, and may not be amended, waived, modified or terminated without the express written consent of all parties hereto.

16. Optional Company Prepayment. The Company may prepay the Loan Amount and any accrued, but unpaid interest, in whole or in part, at any time without premium or prepayment penalty, upon no less than fifteen (15) calendar days' notice to the Lender. Notwithstanding the foregoing, the Company may prepay the Loan Amount upon one (1) calendar day if such prepayment occurs prior to the Effective Date. No interest shall be due on this Agreement if prepaid prior to the Effective Date.

[Remainder of page intentionally left blank; signature page to follow]

IN WITNESS WHEREOF, the parties have entered into this Agreement to be effective as of the Agreement Date.

THE COMPANY:

SCALE AU LLC, a Wyoming limited liability company

By: Its Manager
Toolbox OS, Inc.

By:_____
Name: Gaydon Leavitt
Title: Director

LENDER:

_____
Signature of Lender or Authorized Signer

_____
Name of Lender (Individual or Entity)

_____
Name of Authorized Signor (if Entity)

_____
Title of Authorized Signor (if Entity)