

[ISSUING CORPORATION]

SAFE PREFERRED STOCK PURCHASE AGREEMENT

This SAFE Preferred Stock Purchase Agreement (this "Agreement") is made as of _____, by and among [issuing corporation], a Delaware corporation (the "Company"), and the undersigned purchaser (the "Purchaser")

RECITALS

A. The Company desires to issue up to XXXX shares of the Company's SAFE Preferred Stock (the "Maximum Amount of SAFE Preferred Stock Issuable") pursuant to the terms of preferred stock purchase agreements and the Company's Certificate of Incorporation, in substantially the form attached to this Agreement as Attachment B (the "Certificate of Incorporation").

B. The Company desires to issue and sell, and the Purchaser desires to purchase shares of SAFE Preferred Stock, which shall be convertible into a priced round of the Company's preferred stock on the terms stated in the Certificate of Incorporation. The shares of SAFE Preferred Stock and the equity securities issuable upon conversion thereof (and the securities issuable upon conversion of such equity securities) are collectively referred to herein as the "Securities."

C. Capitalized terms not defined in this Agreement shall have the meanings assigned to them in the Company's Certificate of Incorporation.

THE PARTIES, INTENDING TO BE LEGALLY BOUND, AGREE AS FOLLOWS:

1. **Purchase and Sale of SAFE Preferred Stock.**

(a) **Sale and Issuance of SAFE Preferred Stock.** Subject to the terms and conditions of this Agreement, the Purchaser agrees to purchase at the Closing (as defined below) and the Company agrees to sell and issue to the Purchaser, the number of shares of SAFE Preferred Stock set forth opposite such Purchaser's name on Attachment A. The purchase price for each share of SAFE Preferred Stock shall be \$XXXX. The Company's agreement with each purchaser of SAFE Preferred Stock is a separate agreement, and the sales of shares of SAFE Preferred Stock to each purchaser of SAFE Preferred Stock is a separate sale.

(b) **Closing; Delivery.**

(i) The purchase and sale of shares of SAFE Preferred Stock (the "Closing") shall take place remotely via the exchange of documents on the date first written above, or at such other time and place as the Company and the Purchaser participating in such closing mutually agree orally or in writing.

(ii) The Company may issue and sell additional shares of SAFE Preferred Stock in one or more closings pursuant to one or more separate Safe Preferred Stock Purchase

Agreements, up to the Maximum Amount of SAFE Preferred Stock Issuable, to such additional accredited investors as the Company shall select in its sole and absolute discretion.

(iii) At the Closing, the Company shall deliver to the Purchaser the shares of SAFE Preferred Stock purchased by such Purchaser upon receipt of (A) payment of the \$XXXX per share purchase price therefor, and (B) delivery of counterpart signature pages to this Agreement. In lieu of physical delivery of stock certificates, the Company may maintain stock records in electronic form through Carta or other comparable service provider, and that regard, will duly notify such the party maintaining such electronic records of the applicable stock issuance.

2. **Related Documentation.** The Purchaser agrees and acknowledges that the conversion of the shares of SAFE Preferred Stock into equity securities of the Company pursuant to the terms of the Certificate of Incorporation, and with respect to the terms of the Standard Preferred Stock (as defined in the Certificate of Incorporation), may require the Purchaser's execution of a stock purchase agreement and a stockholders agreement, and certain additional agreements relating to the purchase and sale of such equity securities and any rights relating to such equity securities, and the Purchaser agrees to execute and deliver such agreements and instruments, along with any transaction documents relating to the Equity Financing; provided, that such documents are the same documents to be entered into with the purchasers of Standard Preferred Stock (subject to the applicable conversion provisions set forth in the Certificate of Incorporation).

3. **Representations and Warranties of the Company.** The Company hereby represents and warrants to the Purchaser as follows:

(a) **Organization, Good Standing and Qualification.** The Company is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware and has all requisite corporate power and authority to carry on its business as now conducted and as proposed to be conducted. The Company is duly qualified to transact business and is in good standing in each jurisdiction in which the failure to so qualify would have a material adverse effect on its business or properties.

(b) **Authorization.** This Agreement and the issuance of the shares of SAFE Preferred Stock pursuant to this Agreement have been duly authorized. The Agreement, when executed and delivered by the Company, shall constitute valid and legally binding obligation of the Company, enforceable against the Company in accordance with their respective terms except as limited by applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance, and other laws of general application affecting enforcement of creditors' rights generally, and as limited by laws relating to the availability of specific performance, injunctive relief, or other equitable remedies.

(c) **Absence of Required Consents; No Violations.** Except for the filing of a Form D with the Securities and Exchange Commission and any other filings required to be made in compliance with state "blue sky" laws, no consent, approval, order or authorization of, or registration,

qualification, designation, declaration or filing with, any governmental authority on the part of the Company is required in connection with the consummation of the transactions contemplated by this Agreement. The Company is not in violation or default (i) of any provision of its Certificate of Incorporation or Bylaws, (ii) of any instrument, judgment, order, writ or decree, (iii) under the Company's Certificate of Incorporation or any indenture or mortgage, (iv) under any lease, agreement, contract or purchase order to which it is a party or by which it is bound, or (v) to its knowledge, of any provision of federal or state statute, rule or regulation applicable to the Company, the violation of which could reasonably be expected to have a material adverse effect on its business or properties.

(d) **Offering.** Subject in part to the truth and accuracy of the Purchaser's representations set forth in Section 4 of this Agreement, the offer, sale and issuance of the shares of SAFE Preferred Stock as contemplated by this Agreement are exempt from the registration requirements of the Securities Act of 1933, as amended (the "Securities Act"), and will not result in a violation of the qualification or registration requirements of any applicable state securities laws.

(e) **Rule 506.** No "bad actor" disqualifying event described in Rule 506(d)(1)(i)-(viii) of the Securities Act (a "Disqualification Event") is applicable to the Company or, to the Company's knowledge, any Company Covered Person, except for a Disqualification Event as to which Rule 506(d)(2)(ii-iv) or (d)(3) is applicable. "Company Covered Person" means, with respect to the Company as an "issuer" for purposes of Rule 506 promulgated under the Securities Act, any Person listed in the first paragraph of Rule 506(d)(1).

4. **Representations and Warranties of the Purchaser.** The Purchaser hereby represents and warrants to the Company as follows:

(a) **Authorization.** The Purchaser has full power and authority to enter into this Agreement. This Agreement, when executed and delivered by the Purchaser, will constitute a valid and legally binding obligation of the Purchaser, enforceable in accordance with its terms, except as limited by applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance, and any other laws of general application affecting enforcement of creditors' rights generally, and as limited by laws relating to the availability of specific performance, injunctive relief, or other equitable remedies.

(b) **Purchase Entirely for Own Account.** This Agreement is made with the Purchaser in reliance upon the Purchaser's representation to the Company, which by the Purchaser's execution of this Agreement, the Purchaser hereby confirms, that the Securities to be acquired by the Purchaser will be acquired for investment for the Purchaser's own account, not as a nominee or agent, and not with a view to the resale or distribution of any part thereof, and that the Purchaser has no present intention of selling, granting any participation in, or otherwise distributing the same. By executing this Agreement, the Purchaser further represents that the Purchaser does not presently have any contract, undertaking, agreement or arrangement with any person to sell, transfer or grant participations to such person or to any third person, with respect to any of the Securities. The Purchaser has not been formed for the specific purpose of acquiring any of the Securities.

(c) **Knowledge.** The Purchaser is aware of the Company's business affairs and financial condition and has acquired sufficient information about the Company to reach an informed and knowledgeable decision to acquire the Securities.

(d) **Restricted Securities.** The Purchaser understands that the Securities have not been, and will not be, registered under the Securities Act, by reason of a specific exemption from the registration provisions of the Securities Act which depends upon, among other things, the bona fide nature of the investment intent and the accuracy of the Purchaser's representations as expressed herein. The Purchaser understands that the Securities are "restricted securities" under applicable U.S. federal and state securities laws and that, pursuant to these laws, the Purchaser must hold the Securities indefinitely unless they are registered with the Securities and Exchange Commission and qualified by state authorities, or an exemption from such registration and qualification requirements is available. The Purchaser acknowledges that the Company has no obligation to register or qualify the Securities for resale. The Purchaser 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 the Purchaser's control, and which the Company is under no obligation and may not be able to satisfy.

(e) **No Public Market.** The Purchaser understands that no public market now exists for any of the securities issued by the Company and that the Company has made no assurances that a public market will ever exist for the Securities.

(f) **Legends.** The Purchaser understands that the Securities, and any securities issued in respect thereof or exchange therefor, may bear one or all of the following legends:

(i) "THE SECURITIES REPRESENTED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AND HAVE BEEN ACQUIRED FOR INVESTMENT AND NOT WITH A VIEW TO, OR IN CONNECTION WITH, THE SALE OR DISTRIBUTION THEREOF. NO SUCH SALE OR DISTRIBUTION MAY BE EFFECTED WITHOUT AN EFFECTIVE REGISTRATION STATEMENT RELATED THERETO OR AN OPINION OF COUNSEL IN A FORM SATISFACTORY TO THE COMPANY THAT SUCH REGISTRATION IS NOT REQUIRED UNDER THE SECURITIES ACT OF 1933."

(ii) Any legend required by the Blue Sky laws of any state to the extent such laws are applicable to the shares represented by the certificate so legended.

(g) **Accredited Investor.** The Purchaser is an accredited investor as defined in Rule 501(a) of Regulation D promulgated under the Securities Act (see and complete Attachment C).

(h) **Foreign Investors.** If the Purchaser is not a United States person (as defined by Rule 902(k) under the Securities Act), the Purchaser 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 (i) the legal requirements within its jurisdiction for the purchase of the Securities, (ii) any foreign exchange restrictions applicable to such purchase, (iii) any governmental or other consents that may need to be obtained and (iv) the income tax and other tax consequences, if any, that may be relevant to the purchase, holding, redemption, sale or transfer of the Securities. The Purchaser's subscription and payment for, and his or her continued beneficial ownership of the Securities, will not violate any applicable securities or other laws of the Purchaser's jurisdiction. The Purchaser also hereby represents that the Purchaser is not a "10-percent shareholder" as defined in Section 871(h) of the Internal Revenue Code of 1986, as amended.

(i) **Anti-Money Laundering.** The amounts invested by the Purchaser in this offering were not and are not directly or indirectly derived from activities that contravene federal, state or international laws and regulations, including anti-money laundering laws and regulations. Federal regulations and Executive Orders administered by the Office of Foreign Assets Control ("**OFAC**") prohibit, among other things, the engagement in transactions with, and the provision of services to, certain foreign countries, territories, entities and individuals. The lists of OFAC prohibited countries, territories, persons and entities can be found on the OFAC website at <http://www.treas.gov/ofac>. In addition, the programs administered by OFAC prohibit dealing with individuals or entities in certain countries regardless of whether such individuals or entities appear on the OFAC lists.

(j) **Lock-up Agreement.**

(i) **Lock-up Period; Agreement.** In connection with the initial public offering of the Company's securities and upon request of the Company or the underwriters managing such offering of the Company's securities, the Purchaser hereby agrees not to sell publicly or otherwise transfer or dispose of any shares of preferred or common stock (or other securities) of the Company held by the Purchaser for a specified period of time (not to exceed 180 days plus up to 34 additional days to comply with any securities exchange rules) following the effective date of a registration statement of the Company; provided that (a) such agreement shall only apply to the first registration statement covering the sale of preferred or common stock of the Company to the public in an underwritten offering; and (b) the Company uses commercially reasonable efforts to obtain similar agreements from all stockholders of the Company holding not less than the number of shares of preferred or common stock held by such stockholder (including shares of preferred or common stock issuable upon the conversion of shares of SAFE Preferred Stock or Standard Preferred Stock, or other convertible securities, or upon the exercise of options, warrants or rights) and all officers and directors of the Company.

(ii) **Stop-Transfer Instructions.** In order to enforce the foregoing covenants, the Company may impose stop-transfer instructions with respect to the securities of the Purchaser (and the securities of every other person subject to the restrictions in Section 4(j)(i)).

(iii) **Transferees Bound.** The Purchaser agrees that prior to the Company's initial public offering, it will not transfer securities of the Company unless each transferee agrees in writing to be bound by all of the provisions of this Section 4(j).

5. **Conditions of the Purchaser's Obligations at Closing.** The obligations of the Purchaser to the Company under this Agreement are subject to the fulfillment, on or before the applicable Closing that such Purchaser is participating in, of each of the following conditions, unless otherwise waived:

(a) **Representations and Warranties.** The representations and warranties of the Company contained in Section 3 shall be true and correct on and as of the Initial Closing with the same effect as though such representations and warranties had been made on and as of the date of the Initial Closing.

(b) **Qualifications.** All authorizations, approvals or permits, if any, of any governmental authority or regulatory body of the United States or of any state that are required in connection with the lawful issuance and sale of the Securities pursuant to this Agreement shall be obtained and effective as of the Closing.

6. **Conditions of the Company's Obligations at Closing.** The obligations of the Company to the Purchaser under this Agreement are subject to the fulfillment, on or before the applicable Closing that such Purchaser is participating in, of each of the following conditions, unless otherwise waived:

(a) **Representations and Warranties.** The representations and warranties of the Purchaser contained in Section 4 shall be true and correct on and as of the Closing that such Purchaser is participating in with the same effect as though such representations and warranties had been made on and as of such Closing.

(b) **Qualifications.** All authorizations, approvals or permits, if any, of any governmental authority or regulatory body of the United States or of any state that are required in connection with the lawful issuance and sale of the Securities pursuant to this Agreement shall be obtained and effective as of the Closing.

7. **Equity Financing.**

(a) In connection with the automatic conversion of shares of SAFE Preferred Stock into shares of Standard Preferred Stock, the holder of shares of SAFE Preferred Stock will execute and deliver to the Company all of the transaction documents related to the Equity Financing (as defined in the Certificate of Incorporation), including purchase, subscription, and stockholder/investor agreement); provided, that such documents are the same documents to be entered into with the purchasers of Standard Preferred Stock, with appropriate variations as determined by the Company in its reasonable discretion to reflect the appropriate price per share and liquidation amount.

(b) No fractional shares shall be issued upon the conversion of any share or shares of SAFE Preferred Stock, and the number of shares of Standard Preferred Stock to be issued shall be rounded up to the nearest whole share. Whether or not fractional shares are issuable upon such conversion shall be determined on the basis of the total number of shares of SAFE Preferred Stock the holder has at the time converting into Standard Preferred Stock and the number of shares of Standard Preferred Stock issuable upon such aggregate conversion.

(c) In connection with an Equity Financing, the Company shall reserve and keep available out of its authorized but unissued shares of Preferred Stock (as defined in the Certificate of Incorporation), solely for the purpose of effecting the conversion of the SAFE Preferred Stock, such number of its shares of Standard Preferred Stock as shall from time to time be sufficient to effect the conversion of all outstanding shares of the SAFE Preferred Stock into shares of Standard Preferred Stock; and if at any time the number of authorized but unissued shares of Standard Preferred Stock shall not be sufficient to effect such conversion of all then outstanding shares of the SAFE Preferred Stock, in addition to such other remedies as shall be available to the holders of such SAFE Preferred Stock, the Company will take such corporate action as may be necessary to increase its authorized but unissued shares of Preferred Stock to such number of shares as shall be sufficient for such purposes, including, without limitation, engaging in best efforts to obtain the requisite stockholder approval of any necessary amendment to the Certificate of Incorporation.

(d) Upon a conversion of SAFE Preferred Stock into Standard Preferred Stock, such holder shall surrender the certificate or certificates therefor, duly endorsed, at the office of the Company or of any transfer agent for the SAFE Preferred Stock (or if such certificates are maintained in electronic form, such transfer shall occur at the direction of the Company and without any further action on the part of the holder). The Company shall, as soon as practicable thereafter, issue and deliver at such office to such holder of SAFE Preferred Stock, or to the nominee or nominees of such holder, a certificate or certificates (in electronic form, as applicable) for the number of shares of Standard Preferred Stock to which such holder shall be entitled as aforesaid. Such conversion shall be deemed to have been made immediately prior to the close of business on the date of such surrender of the shares of SAFE Preferred Stock to be converted, and the person or persons entitled to receive the shares of Standard Preferred Stock issuable upon such conversion shall be treated for all purposes as the record holder or holders of such shares of Standard Preferred Stock as of such date. If the conversion is in connection with an underwritten offering of securities registered pursuant to the Securities Act, the conversion may, at the option of any holder tendering SAFE Preferred Stock for conversion, be conditioned upon the closing with the underwriters of the sale of securities pursuant to such offering, in which event the person(s) entitled to receive the shares of Standard Preferred Stock upon conversion of the SAFE Preferred Stock shall not be deemed to have converted such SAFE Preferred Stock until immediately prior to the closing of such sale of securities.

8. **Corporate Transparency Act.** The Purchaser understands and acknowledges that the Company qualifies as a “reporting company” within the meaning of the federal Corporate Transparency Act (31 U.S.C. § 5336) and the regulations adopted thereunder (the “CTA”), and that the CTA requires each reporting company to provide information about itself and its beneficial owners

(as defined in the CTA). The Purchaser also understands and acknowledges that the Company will not accept a subscription from any prospective investor who fails to deliver in a timely manner any information requested by the Company necessary for compliance with the CTA. Accordingly, the Purchaser covenants and agrees to cooperate with the Company in fulfilling the Company's reporting obligations imposed by the CTA, and in that regard agrees to promptly provide to the Company any information that the Company reasonably deems necessary or advisable to obtain from the Purchaser in order for the Company to comply with the CTA.

9. **Acknowledgement of Disclosure.** The Purchaser acknowledges and consents to the Company's disclosure to FinCEN of CTA information provided by Purchaser to the Company to the extent that the Company or its designated officer responsible for CTA compliance determines in their sole discretion that such disclosure is necessary in connection with reporting the Company's beneficial ownership information to FinCEN under the CTA.

10. **Safeguarding CTA Information.** The Company shall safeguard the CTA information collected from the Purchaser and any other persons from unauthorized use, access, or disclosure using at least the same degree of care as the Company would use to protect its own confidential information, but in no event with less than a commercially reasonable degree of care.

11. **Miscellaneous.**

(a) **Successors and Assigns.** The terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties. Nothing in this Agreement, express or implied, is intended to confer upon any party other than the parties hereto or their respective successors and assigns any rights, remedies, obligations, or liabilities under or by reason of this Agreement, except as expressly provided in this Agreement.

(b) **Governing Law.** This Agreement and all acts and transactions pursuant hereto and the rights and obligations of the parties hereto shall be governed, construed and interpreted in accordance with the laws of the State of Delaware, without giving effect to principles of conflicts of law.

(c) **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.

(d) **Titles and Subtitles.** The titles and subtitles used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement.

(e) **Notices.** Any notice required or permitted by this Agreement shall be in writing and shall be deemed sufficient when delivered personally or by overnight courier or sent by email or fax (upon customary confirmation of receipt), or 48 hours after being deposited in the U.S. mail as certified or registered mail with postage prepaid, addressed to the party to be notified at such party's address or fax number as set forth on the signature page, as subsequently modified by written

notice, or if no address is specified on the signature page, at the most recent address set forth in the Company's books and records.

(f) **Finder's Fee.** Each party represents that it neither is nor will be obligated for any finder's fee or commission in connection with this transaction. The Purchaser agrees to indemnify and to hold harmless the Company from any liability for any commission or compensation in the nature of a finder's fee (and the costs and expenses of defending against such liability or asserted liability) for which the Purchaser or any of its officers, employees, or representatives is responsible. The Company agrees to indemnify and hold harmless the Purchaser from any liability for any commission or compensation in the nature of a finder's fee (and the costs and expenses of defending against such liability or asserted liability) for which the Company or any of its officers, employees or representatives is responsible.

(g) **Amendments and Waivers.** Any term of this Agreement may be amended or waived only with the written consent of the Company and the holders representing a majority issued and outstanding shares of SAFE Preferred Stock (a "Majority in Interest"). Any amendment or waiver effected in accordance with this Section 11(g) shall be binding upon the Purchaser and each transferee of the Securities, each future holder of all such Securities, and the Company. Notwithstanding the foregoing, the Company may waive compliance with the requirements of Section 6 with respect to the Purchaser, in its sole discretion and without the written consent of any other purchaser of SAFE Preferred Stock.

(h) **Severability.** If one or more provisions of this Agreement are held to be unenforceable under applicable law, the parties agree to renegotiate such provision in good faith, in order to maintain the economic position enjoyed by each party as close as possible to that under the provision rendered unenforceable. In the event that the parties cannot reach a mutually agreeable and enforceable replacement for such provision, then (i) such provision shall be excluded from this Agreement, (ii) the balance of the Agreement shall be interpreted as if such provision were so excluded, and (iii) the balance of the Agreement shall be enforceable in accordance with its terms.

(i) **Entire Agreement.** This Agreement, and the documents referred to in this Agreement constitute the entire agreement between the parties pertaining to the subject matter of this Agreement, and any and all other written or oral agreements existing between the parties are expressly canceled.

(j) **Exculpation Among Purchasers.** The Purchaser acknowledges that it is not relying upon any person, firm or corporation, other than the Company and its officers and directors, in making its investment or decision to invest in the Company. The Purchaser agrees that no other purchaser of SAFE Preferred Stock nor the respective controlling persons, officers, directors, partners, agents, or employees of any purchaser of SAFE Preferred Stock shall be liable for any action heretofore or hereafter taken or omitted to be taken by any of them in connection with the Securities.

IN WITNESS WHEREOF, the parties have executed this SAFE Preferred Stock Purchase Agreement as of the date first above written.

[ISSUING CORPORATION]

By: _____

Title: _____

IN WITNESS WHEREOF, the parties have executed this SAFE Preferred Stock Purchase Agreement as of the date first above written.

PURCHASER:

ATTACHMENT A
SCHEDULE OF PURCHASER

Name and Address of Purchaser:

Email address of Purchaser:

**Number of shares of SAFE Preferred Stock
subscribed for at \$XXXX per share:**

ATTACHMENT B
CERTIFICATE OF INCORPORATION

ATTACHMENT C

ACCREDITED INVESTOR CERTIFICATION

The following information is required in order that [issuing corporation] (the “Company”) may accurately determine whether you are an “Accredited Investor” as defined in Regulation D as adopted by the Securities and Exchange Commission.

Please initial any one or more categories which apply:

- _____ 1. The Purchaser is a limited liability company, partnership or 501(c)(3) organization, not formed for the specific purpose of acquiring shares of SAFE Preferred Stock of the Company (the “Shares”), with total assets in excess of \$5,000,000.
- _____ 2. The Purchaser is a trust with total assets in excess of \$5,000,000, not formed for the specific purpose of acquiring the Shares whose purchase is directed by a sophisticated person as described in Regulation D promulgated under the Securities Act.
- _____ 3. The Purchaser is a domestic bank or domestic savings and loan association or other similar institution, acting in an individual or fiduciary capacity; a broker or dealer registered pursuant to Section 15 of the Securities Exchange Act of 1934, as amended (the “Exchange Act”); a domestic insurance company; an investment company registered under the Investment Company Act of 1940, as amended (the “Investment Company Act”), or a business development company as defined in the Investment Company Act; a Small Business Investment Company licensed by the U.S. Small Business Administration under the Small Business Investment Act of 1958; a plan established and maintained by a state or its political subdivisions, for the benefit of its employees, if such plan has total assets in excess of \$5,000,000; an employee benefit plan within the meaning of ERISA if the investment decision is made by a plan fiduciary, as defined in ERISA, which is either a bank, savings and loan association, insurance company, or registered investment adviser, or if the employee benefit plan has total assets in excess of \$5,000,000, or, if a self-directed plan, with investment decisions made solely by persons that are accredited investors.
- _____ 4. The Purchaser is an entity in which each equity owner either (i) satisfies one or more of the requirements set forth in clauses (1) through (3)

above or if any equity owner is a natural person, such natural person has an individual net worth, or joint net worth with such person's spouse, at the time of the purchase of the shares of SAFE Preferred Stock which exceeds \$1,000,000 (exclusive of primary residence) or an individual income in excess of \$200,000 in each of the two most recent years or joint income with the person's spouse in excess of \$300,000 in each of those years and has a reasonable expectation of reaching the same income level in the current year, or (ii) is an entity all of whose equity owners satisfy one or more of such requirements.

- _____ 5. The Purchaser is an individual who satisfies the following requirement: An individual with net worth (excluding primary residence), or my spouse and I have a joint net worth, in excess of \$1,000,000.

- _____ 6. The Purchaser is an individual who satisfies the following requirement: An individual with income of more than \$200,000 in each of the last two (2) calendar years, and I reasonably expect to have an individual income in excess of \$200,000 in the current calendar year.

- _____ 7. The Purchaser is an individual who satisfies the following requirement: An individual with joint income with my spouse of more than \$300,000 in each of the last two (2) calendar years, and who reasonably expects to have a joint income with my spouse in excess of \$300,000 in the current calendar year.

IN WITNESS WHEREOF, the undersigned represents that the foregoing statements are true and correct and that the undersigned has executed this Accredited Investor Certification as of the date set forth below:

Signature

Print name of individual or
entity, and office if applicable

Date