SIMPLE AGREEMENT FOR FUTURE EQUITY (SAFE)

Parties: ______________________________

Investor Information:

Full Name / Entity: ______________________________

Contact Information: ______________________________

Company Information:

Company Name: ______________________________

State of Incorporation: ______________________________

Principal Place of Business: ______________________________

Investment Terms:

Purchase Amount: ____________________ USD

Valuation Cap (if any): ____________________ USD

Discount Rate (if any): ____________________ %

1. Investment and Equity Rights

Investor agrees to purchase the SAFE in the amount set forth above, and Company agrees to issue to Investor the right to certain shares of the Company's capital stock, subject to the terms herein.

2. Equity Financing

If the Company raises equity financing after the date of this SAFE, the SAFE will convert into shares of the Company's preferred stock based on the valuation cap or discount rate described above, whichever results in a greater number of shares to the Investor.

3. Liquidity Event

In the event of a Liquidity Event before conversion, the Investor will receive a cash payment equal to the Purchase Amount or automatically convert into shares immediately prior to such event, whichever is more favorable to the Investor.

4. Dissolution Event

If the Company dissolves or winds up before conversion, the Investor will be entitled to receive a payment equal to the Purchase Amount, subject to the availability of assets.

5. Company Representations and Warranties

The Company represents that it is duly organized, validly existing, and in good standing under applicable laws; has all requisite power and authority to enter into this SAFE and perform its obligations; and that the execution and delivery of this SAFE has been duly authorized.

6. Investor Representations

The Investor represents that it has the legal capacity to enter into this SAFE; that the investment is made for investment purposes only and not with a view to distribution; and that the Investor has such knowledge and experience in financial and business matters to evaluate the risks.

7. No Stockholder Rights

This SAFE does not entitle the Investor to any voting rights, dividends, or other rights of a stockholder prior to conversion.

8. Transfer Restrictions

The SAFE is not transferable or assignable without the prior written consent of the Company, except by operation of law.

9. Governing Law

This SAFE shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to conflict of law principles.

10. Entire Agreement

This SAFE constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings.

11. Amendments

Any amendment or modification of this SAFE must be in writing and signed by both parties.

12. Notices

All notices and communications under this SAFE must be in writing and will be deemed duly given if delivered personally, sent by nationally recognized overnight courier, or sent by certified mail to the addresses set forth herein or as otherwise designated.

13. Counterparts

This SAFE may be executed in counterparts, each of which shall be deemed an original and together constitute one instrument.

14. Severability

If any provision of this SAFE is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

15. Waiver

No waiver of any breach or default shall be deemed a waiver of any other or subsequent breach or default.

16. No Rights as Employee or Partner

Nothing in this SAFE grants the Investor any rights as an employee, partner, agent, or representative of the Company.

17. Binding Effect

This SAFE shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.

18. Investment Purpose

The Investor acknowledges that the SAFE involves a high degree of risk, including the risk of loss of the entire investment.

19. Legal Compliance

Each party shall comply with all applicable laws and regulations in connection with this SAFE.

20. Execution

The parties have executed this SAFE as of the date of signature below.

INVESTOR'S SIGNATURE	**COMPANY'S SIGNATURE**
Signature: __________________________	Signature: __________________________