

THIS INSTRUMENT AND ANY SECURITIES ISSUABLE PURSUANT HERETO HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE “**SECURITIES ACT**”), OR UNDER THE SECURITIES LAWS OF CERTAIN STATES. THESE SECURITIES MAY NOT BE OFFERED, SOLD OR OTHERWISE TRANSFERRED, PLEDGED OR HYPOTHECATED EXCEPT AS PERMITTED IN THIS SAFE AND UNDER THE ACT AND APPLICABLE STATE SECURITIES LAWS PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT OR AN EXEMPTION THEREFROM.

BERNHARD TARAS VENTURES LLC

SAFE
(Simple Agreement for Future Equity)

THIS CERTIFIES THAT in exchange for the payment by _____
(the “**Investor**”) of \$ _____ (the “**Purchase Amount**”) on or about _____,
Bernhard Taras Ventures LLC, a Florida Limited Liability Company (the “**Company**”), issues to the Investor the right to certain membership interests in the Company, subject to the terms described below.

The “**Discount Rate**” is 15%.

See **Section 2** for certain additional defined terms.

1. Events

(a) **Equity Financing.** If there is an Equity Financing before the termination of this Safe, on the initial closing of such Equity Financing, this Safe will automatically convert into the number of membership interests equal to the Purchase Amount divided by the Discount Price.

In connection with the automatic conversion of this Safe into membership interests, the Investor will execute and deliver to the Company all of the transaction documents related to the Equity Financing; *provided*, that such documents (i) are the same documents to be entered into with the purchasers of the membership interests, and (ii) include only the most standard and customary exceptions to any drag-along applicable to the Investor, such as limited representations and warranties and limited indemnification obligations. The Company shall have the right to determine the terms of any conversion documents, provided that such terms are not materially less favorable to the Investor than those offered to other investors participating in the same transaction.

(b) **Liquidity Event.** If there is a Liquidity Event before the termination of this Safe, the Investor will automatically be entitled (subject to the liquidation priority set forth in Section 1(d) below) to receive a portion of Proceeds, due and payable to the Investor immediately prior to, or concurrent with, the consummation of such Liquidity Event, equal to the lesser of (i) 1.5 times the Purchase Amount or (ii) the amount payable on the number of membership interests equal to the Purchase Amount divided by the Liquidity Price (the “**Conversion Amount**”). In no event shall the total amount payable to the Investor in connection with a Liquidity Event exceed 1.5 times the Purchase Amount. If any of the Company’s equity holders are given a choice as to the form and amount of Proceeds to be received in a Liquidity Event, the Investor will be given the same choice, provided that the Investor may not choose to receive a form of consideration that the Investor would be ineligible to receive as a result of the Investor’s failure to satisfy any requirement or limitation generally applicable to the Company’s equity holders, or under any applicable laws.

(c) **Dissolution Event.** If there is a Dissolution Event before the termination of this Safe, the Investor will automatically be entitled (subject to the liquidation priority set forth in Section 1(d) below) to receive a portion of Proceeds equal to the Cash-Out Amount, due and payable to the Investor immediately prior to the consummation of the Dissolution Event.

(d) **Liquidity Priority.** In a Liquidity Event or Dissolution Event, this Safe is intended to operate like standard non-participating membership interests. The Investor’s right to receive its Cash-Out Amount is:

(i) Junior to payment of outstanding indebtedness and creditor claims, including contractual claims for payment and convertible promissory notes (to the extent such convertible promissory notes are not actually or notionally converted into membership interests); and

(ii) On par with payments for other Safes and/or membership interests, and if the applicable Proceeds are insufficient to permit full payments to the Investor and such other Safes and/or membership interests, the applicable Proceeds will be distributed pro rata to the Investor and such other Safes and/or membership interests in proportion to the full payments that would otherwise be due;

The Investor's right to receive its Conversion Amount is (A) on par with payments for membership interests and other Safes who are also receiving Conversion Amounts or Proceeds on a similar as-converted to membership interests basis, and (B) junior to payments described in clauses (i) above (in the latter case, to the extent such payments are Cash-Out Amounts or similar liquidation preferences).

(e) **Termination.** This Safe will automatically terminate (without relieving the Company of any obligations arising from a prior breach of or non-compliance with this Safe) immediately following the earliest to occur of: (i) the issuance of membership interests to the Investor pursuant to the automatic conversion of this Safe under Section 1(a); or (ii) the payment, or setting aside for payment, of amounts due the Investor pursuant to Section 1(b) or Section 1(c).

(f) **Discretionary Conversion by the Company.** Notwithstanding anything to the contrary in this Safe, the Company may, at its sole discretion and with the approval of the manager (or equivalent governing body), elect to convert this Safe into membership interests at any time prior to termination of this Safe, upon written notice to the Investor. The number of membership interests issued upon such conversion shall equal the Purchase Amount divided by a price per share equal to the most recent 409A valuation or other fair market value of as determined in good faith by the manager, which determination shall be final and binding on all parties absent manifest error. Upon such conversion, the Investor shall execute all transaction documents customarily required in connection with the issuance of membership interests, subject to the limitations set forth in Section 1(a).

2. Definitions

"Change of Control" means (i) a transaction or series of related transactions in which any "person" or "group" (within the meaning of Section 13(d) and 14(d) of the Securities Exchange Act of 1934, as amended), becomes the "beneficial owner" (as defined in Rule 13d-3 under the Securities Exchange Act of 1934, as amended), directly or indirectly, of more than 50% of the outstanding voting securities of the Company, (ii) any reorganization, merger or consolidation of the Company, other than a transaction or series of related transactions in which the holders of the voting securities of the Company outstanding immediately prior to such transaction or series of related transactions retain, immediately after such transaction or series of related transactions, at least a majority of the total voting power represented by the outstanding voting securities of the Company or such other surviving or resulting entity or (iii) a sale, lease or other disposition of all or substantially all of the assets of the Company.

"Discount Price" means the lowest price per unit of membership interest sold in the Equity Financing multiplied by the Discount Rate.

"Dissolution Event" means (i) a voluntary termination of operations, (ii) a general assignment for the benefit of the Company's creditors or (iii) any other liquidation, dissolution or winding up of the Company (**excluding** a Liquidity Event), whether voluntary or involuntary.

"Equity Financing" means a bona fide transaction or series of transactions with the principal purpose of raising capital, pursuant to which the Company issues and sells membership interests at a fixed valuation, including but not limited to, a pre-money or post-money valuation.

"Liquidity Event" means a Change of Control.

“Liquidity Price” means the price per share equal to the fair market value of the membership interests at the time of the Liquidity Event, as determined by reference to the purchase price payable in connection with such Liquidity Event, multiplied by the Discount Rate.

“Proceeds” means cash and other assets that are proceeds from the Liquidity Event or the Dissolution Event, as applicable, and legally available for distribution.

“Safe” means an instrument containing a future right to membership interests, similar in form and content to this instrument, purchased by investors for the purpose of funding the Company’s business operations. References to “this Safe” mean this specific instrument.

3. *Company Representations*

(a) The Company is a limited liability company duly organized, validly existing and in good standing under the laws of its state of incorporation, and has the power and authority to own, lease and operate its properties and carry on its business as now conducted.

(b) The execution, delivery and performance by the Company of this Safe is within the power of the Company and has been duly authorized by all necessary actions on the part of the Company (subject to section 3(d)). This Safe constitutes a legal, valid and binding obligation of the Company, enforceable against the Company in accordance with its terms, except as limited by bankruptcy, insolvency or other laws of general application relating to or affecting the enforcement of creditors’ rights generally and general principles of equity. To its knowledge, the Company is not in violation of (i) its current articles of organization, (ii) any material statute, rule or regulation applicable to the Company or (iii) any material debt or contract to which the Company is a party or by which it is bound, where, in each case, such violation or default, individually, or together with all such violations or defaults, could reasonably be expected to have a material adverse effect on the Company.

(c) The performance and consummation of the transactions contemplated by this Safe do not and will not: (i) violate any material judgment, statute, rule or regulation applicable to the Company; (ii) result in the acceleration of any material debt or contract to which the Company is a party or by which it is bound; or (iii) result in the creation or imposition of any lien on any property, asset or revenue of the Company or the suspension, forfeiture, or nonrenewal of any material permit, license or authorization applicable to the Company, its business or operations.

(d) No consents or approvals are required in connection with the performance of this Safe, other than: (i) the Company’s approvals; and (ii) any qualifications or filings under applicable securities laws.

(e) To its knowledge, the Company owns or possesses (or can obtain on commercially reasonable terms) sufficient legal rights to all patents, trademarks, service marks, trade names, copyrights, trade secrets, licenses, information, processes and other intellectual property rights necessary for its business as now conducted and as currently proposed to be conducted, without any conflict with, or infringement of the rights of, others.

4. *Investor Representations*

(a) The Investor has full legal capacity, power and authority to execute and deliver this Safe and to perform his, her or its obligations hereunder. This Safe constitutes a valid and binding obligation of the Investor, enforceable in accordance with its terms, except as limited by bankruptcy, insolvency or other laws of general application relating to or affecting the enforcement of creditors’ rights generally and general principles of equity.

(b) The Investor is an accredited investor as such term is defined in Rule 501 of Regulation D under the Securities Act and acknowledges and agrees that if not an accredited investor at the time of an Equity Financing, the Company shall void this Safe and return the Purchase Amount. The Investor has been advised that this Safe and the underlying securities have not been registered under the Securities Act, or any state securities laws and, therefore, cannot be resold unless they are registered under the Securities Act and applicable state securities laws or unless an exemption from such registration requirements is available. The Investor is purchasing this Safe and the securities to be acquired by the

Investor hereunder for its own account for investment, not as a nominee or agent, and not with a view to, or for resale in connection with, the distribution thereof, and the Investor has no present intention of selling, granting any participation in, or otherwise distributing the same. The Investor has such knowledge and experience in financial and business matters that the Investor is capable of evaluating the merits and risks of such investment, is able to incur a complete loss of such investment without impairing the Investor's financial condition and is able to bear the economic risk of such investment for an indefinite period of time.

5. *Miscellaneous*

(a) Any provision of this Safe may be amended, waived or modified only with the written consent of the Company. In addition, with respect to any amendment, waiver, or modification that is material or that would adversely affect the rights of the Investor in any material respect, the written consent of the Investor and the unanimous written consent of all holders of then-outstanding Safes with the same "Post-Money Valuation Cap" and "Discount Rate" as this Safe (and Safes lacking one or both of such terms will be considered to be the same with respect to such term(s)) shall also be required. For all other non-material amendments, waivers, or modifications, the written consent of the Company and the majority-in-interest of all then-outstanding Safes with the same "Post-Money Valuation Cap" and "Discount Rate" as this Safe shall be sufficient, provided that: (A) the Purchase Amount may not be amended, waived, or modified in this manner; (B) the consent of the Investor and each holder of such Safes must be solicited (even if not obtained); and (C) such amendment, waiver, or modification treats all such holders in the same manner. "Majority-in-interest" refers to the holders of the applicable group of Safes whose Safes have a total Purchase Amount greater than 50% of the total Purchase Amount of all of such applicable group of Safes.

(b) Any notice required or permitted by this Safe will be deemed sufficient when delivered personally or by overnight courier or sent by email to the relevant address listed on the signature page, 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 listed on the signature page, as subsequently modified by written notice.

(c) The Investor is not entitled, as a holder of this Safe, to vote or be deemed a holder of membership interests for any purpose, nor will anything in this Safe be construed to confer on the Investor, as such, any rights of a Company member or rights to vote on any matter submitted to Company members, or to give or withhold consent to any action or to receive notice of meetings, until units have been issued on the terms described in Section 1.

(d) Neither this Safe nor any rights under this Safe may be transferred or assigned, by operation of law or otherwise, by either party without the prior written consent of the other party; provided, however, that the Investor may assign this Safe and/or its rights, without the Company's consent, to the Investor's estate, heirs, executors, administrators, guardians, or successors in the event of the Investor's death or disability. Any assignment to an affiliate of the Investor (including any entity that directly or indirectly controls, is controlled by, or is under common control with the Investor) shall require the prior written approval of the Company.

(e) In the event any one or more of the provisions of this Safe is for any reason 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 Safe operate or would prospectively operate to invalidate this Safe, then and in any such event, such provision(s) only will be deemed null and void and will not affect any other provision of this Safe and the remaining provisions of this Safe will remain operative and in full force and effect and will not be affected, prejudiced, or disturbed thereby.

(f) All rights and obligations hereunder will be governed by the laws of the State of Florida, without regard to the conflicts of law provisions of such jurisdiction.

(Signature page follows)

IN WITNESS WHEREOF, the undersigned have caused this Safe to be duly executed and delivered.

BERNHARD TARAS VENTURES LLC:

By: _____

Name: _____

Title: _____

Address: _____

Email: _____

INVESTOR:

By: _____

Name: _____

Title: _____

Address: _____

Email: _____