

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 SECURITIES ACT AND APPLICABLE STATE SECURITIES LAWS PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT OR AN EXEMPTION THEREFROM.

**Mira Development**  
**SAFE**  
**(Simple Agreement for Future Equity)**

**THIS SIMPLE AGREEMENT FOR FUTURE EQUITY** (the “**SAFE**”) is issued by Mira Development, Inc, a Delaware corporation (“**Company**”), to \_\_\_\_\_, an Investor (“**Holder**”) on or about \_\_\_\_\_ (the “**Effective Date**”) in exchange for Holder’s payment of \_\_\_\_\_ worth of USD (the “**Purchase Amount**”). Company and Holder may be referred to individually as a “**Party**” and collectively as the “**Parties**.” This SAFE is one of a series of Simple Agreements for Future Equity (collectively, the “**Series 1 SAFEs**,” or individually, each a “**Series 1 SAFE**”) issued by Company to investors with identical terms and on the same form as set forth herein, except that the holder, purchase amount, and date of issuance may differ in each Series 1 SAFE.

**AGREEMENT**

**1. Incorporation of Preamble.** The preamble and the terms defined therein are incorporated herein by reference as material terms of this SAFE.

**2. Definitions.** Capitalized terms not otherwise defined in this SAFE will have the meanings set forth in this Section

2.1. “**Affiliate**” means any Person that directly or indirectly through one or more intermediaries, controls, is controlled by or is under common control with the Person specified. For purposes of this definition, control of a Person means the power, direct or indirect, to direct or cause the direction of the management and policies of the Person whether through ownership of voting securities or ownership interests, by contract or otherwise, and specifically with respect to a corporation, partnership, or limited liability company, means direct or indirect ownership of at least 50% of the voting securities in the corporation or of the voting interest in a partnership or limited liability company.

2.2. “**Blockchain Units**” means any of the following: digital securities, digital tokens, cryptocurrency, crypto assets or blockchain-based assets; but, for the avoidance of doubt, shall not include Non-Fungible Tokens.

2.3. “**Blockchain Unit Offering**” means the first sale, issuance, distribution or creation of Blockchain Units by Company or an Affiliate, in each case where the aggregate value of such Blockchain Units is at least \$1,000,000.00.

2.4. “**Business Day**” means a day other than a Saturday, Sunday, or other day on which commercial banks in the State of Delaware are authorized or required to close

2.5. “**Charter Documents**” means the articles of incorporation and bylaws of Company together with any existent shareholders’ agreement.

2.6. “**Common Stock**” means Company’s common stock, par value US\$ 0.0001.

2.7. “**Community**” means all Persons that utilize Company’s product(s) and/or facilitate the growth of Company’s network.

2.8. “Conversion Shares” (for purposes of determining the type of Equity Securities issuable upon conversion of this SAFE) means:

- (a) with respect to a conversion pursuant to 4.1; (i) shares of the Equity Securities issued in the Next Equity Financing; or (ii) at Company’s election (if applicable), shares of Shadow Preferred; and
- (b) with respect to a conversion pursuant to 4.2, shares of Common Stock.

2.9. “Conversion Price” means (rounded to the nearest 1/100th of one cent):

- (a) with respect to a conversion pursuant to 4.1, the lesser of: (i) the lowest per share purchase price of the Equity Securities issued in the Next Equity Financing; and (ii) the quotient resulting from dividing (x) the Valuation Cap by (y) the Fully Diluted Capitalization immediately prior to the closing of the Next Equity Financing; and
- (b) with respect to a conversion pursuant to 4.2, the quotient resulting from dividing (x) the Valuation Cap by (y) the Fully Diluted Capitalization immediately prior to the closing of the Corporate Transaction.

2.10. “Corporate Transaction” means:

- (a) the closing of the sale, transfer or other disposition, in a single transaction or series of related transactions, of all or substantially all of Company’s assets;
- (b) the consummation of a merger or consolidation of Company with or into another entity (except a merger or consolidation in which the holders of capital stock of Company immediately prior to such merger or consolidation continue to hold a majority of the outstanding voting securities of the capital stock of Company or the surviving or acquiring entity immediately following the consummation of such transaction); or
- (c) the closing of the transfer (whether by merger, consolidation or otherwise), in a single transaction or series of related transactions, to a “person” or “group” (within the meaning of Section 13(d) and Section 14(d) of the Exchange Act), of Company’s capital stock if, after such closing, such Person or group would become the “beneficial owner” (as defined in Rule 13d-3 under the Exchange Act) of more than 50% of the outstanding voting securities of Company (or the surviving or acquiring entity).

For the avoidance of doubt, a transaction will not constitute a “Corporate Transaction” if its sole purpose is to change the state of Company’s incorporation or to create a holding company that will be owned in substantially the same proportions by the Persons who held Company’s securities immediately prior to such transaction. Notwithstanding the foregoing, the sale of Equity Securities in a bona fide financing transaction will not be deemed a “Corporate Transaction.”

2.11. “Dissolution” means (a) a voluntary termination of Company’s operations; (b) a general assignment for the benefit of Company’s creditors; or (c) a liquidation, dissolution or winding up of Company (other than a Corporate Transaction), whether voluntary or involuntary.

2.12. “Equity Securities” means (a) Common Stock; (b) any securities conferring the right to purchase Common Stock; or (c) any securities directly or indirectly convertible into, or exchangeable for (with or without additional consideration) Common Stock. Notwithstanding the foregoing, the following will not be considered “Equity Securities”: (i) any security granted, issued or sold by Company to any director, officer, employee, consultant, or adviser of Company for the primary purpose of soliciting or retaining their services; (ii) any convertible promissory notes issued by Company; and (iii) any Safes (including this SAFE) issued by Company.

2.13. “Exchange Act” means the Securities Exchange Act of 1934, as amended.

2.14. “Fully Diluted Capitalization” means the number of issued and outstanding shares of Company’s capital stock, assuming (a) the conversion or exercise of all of Company’s outstanding convertible or exercisable securities, including shares of convertible Preferred Stock and all outstanding vested or unvested options or warrants

to purchase Company's capital stock; and (b) solely for purposes of 2.9(a), the issuance of all shares of Company's capital stock reserved and available for future issuance under any of Company's existing equity incentive plans. Notwithstanding the foregoing, "Fully Diluted Capitalization" excludes: (i) any convertible promissory notes issued by Company; (ii) any Safes (including this SAFE) issued by Company; and (iii) any Equity Securities that are issuable upon conversion of any outstanding convertible promissory notes or Safes.

2.15. "Governmental Authority" means any court, tribunal, arbitrator, authority, agency, commission, official, or other instrumentality of any nation state or any state, province, county, city, or other political subdivision or similar governing entity.

2.16. "Law" means all laws, statutes, rules, regulations, codes, ordinances, and other pronouncements having the effect of law of any Governmental Authority, and the interpretation of the same by any Governmental Authority.

2.17. "Knowledge" when used in a particular representation or warranty in this Agreement with respect to a Party, means the actual knowledge (as opposed to any constructive or imputed knowledge) of that Party.

2.18. "Next Equity Financing" means the next sale (or series of related sales) by Company of its Equity Securities following the date of issuance of this SAFE, in one or more offerings relying on Section 4(a)(2) of the Securities Act or Regulation D thereunder for exemption from the registration requirements of Section 5 of the Securities Act, from which Company receives gross proceeds of not less than \$1,000,000.00 (excluding, for the avoidance of doubt, the Purchase Amount/aggregate Purchase Amount of the Series 1 SAFEs).

2.19. "Nominated Entity" means one or more Persons that may be nominated by the Company to operate or lead a Blockchain Unit Offering.

2.20. "Person" means any natural person, corporation, general partnership, limited partnership, limited liability company, proprietorship, other business, organization, trust, union, or association.

2.21. "Preferred Stock" means all series of Company's preferred stock, whether now existing or hereafter created.

2.22. "Requisite Holders" means the holders of at least 50% of the aggregate purchase price of all Series 1 SAFEs.

2.23. "Safes" mean any simple agreements for future equity (or other similar agreements) which are issued by Company for bona fide financing purposes and which may convert into Company's capital stock in accordance with its terms.

2.24. "Securities Act" means the Securities Act of 1933, as amended.

2.25. "Shadow Preferred" means a series of Preferred Stock with substantially the same rights, preferences and privileges as the series of Preferred Stock issued in the Next Equity Financing, except that the per share liquidation preference of the Shadow Preferred will equal the Conversion Price calculated pursuant to 2.9(a), with corresponding adjustments to any price-based antidilution and/or dividend rights provisions.

2.26. "Valuation Cap" is \$10,000,000.00 calculated on a "post-money" basis.

### **3. Rules of Construction**

3.1. All article, section, subsection, schedule, and exhibit references used in this SAFE are to articles, sections, subsections, schedules, and exhibits to this SAFE unless otherwise specified. The exhibits and schedules attached to this SAFE constitute a part of this SAFE and are incorporated herein for all purposes.

3.2. If a term is defined as one part of speech (such as a noun), it has a corresponding meaning when used as another part of speech (such as a verb). Unless the context of this SAFE clearly requires otherwise, words importing

the masculine gender include the feminine and neutral genders and vice versa. The words “includes” or “including” means “including without limitation,” the words “hereof,” “hereby,” “herein,” “hereunder” and similar terms in this SAFE refer to this SAFE as a whole and not any particular section or article in which the words appear, and any reference to a Law include any rules and regulations promulgated thereunder. Whenever the singular number is used in this SAFE and when required by the context, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders and vice versa. Currency amounts referenced herein are in U.S. Dollars.

3.3. Time is of the essence in this SAFE. Whenever this SAFE refers to a number of days, the number refers to calendar days unless Business Days are specified. Whenever any action must be taken hereunder on or by a day that is not a Business Day, then the action may be validly taken on or by the next day that is a Business Day.

3.4. Each Party and its respective attorneys have been given an equal opportunity to negotiate the terms and conditions of this SAFE, and any rule of construction to the effect that ambiguities are to be resolved against the drafting Party or any similar rule operating against the drafter of an agreement shall not be applicable to the construction or interpretation of this SAFE.

**4. Conversion.** This SAFE will be convertible into Equity Securities pursuant to the following terms.

4.1. Next Equity Financing Conversion. This SAFE will automatically convert into Conversion Shares upon the closing of the Next Equity Financing. The number of Conversion Shares Company issued upon such conversion will equal the quotient (rounded down to the nearest whole share) obtained by dividing (x) the Purchase Amount by (y) the applicable Conversion Price. At least five (5) Business Days prior to the closing of the Next Equity Financing, Company will notify Holder in writing of the terms of the Equity Securities that are expected to be issued in such financing. The issuance of Conversion Shares pursuant to the conversion of this SAFE will be on, and subject to, the same terms and conditions applicable to the Equity Securities issued in the Next Equity Financing provided; that, in the event the Equity Securities to be issued in the Next Equity Financing are Preferred Stock with a liquidation preference, Company may, at its election, issue shares of Shadow Preferred to Holder in lieu of such Preferred Stock.

4.2. Corporate Transaction Conversion. In the event of a Corporate Transaction prior to the conversion of this SAFE pursuant to 4.1, at the closing of such Corporate Transaction, Holder may elect that either: (a) Company will pay Holder an amount equal to the Purchase Amount; or (b) this SAFE will convert into that number of Conversion Shares equal to the quotient (rounded down to the nearest whole share) obtained by dividing (x) the Purchase Amount by (y) the applicable Conversion Price.

4.3. Mechanics of Conversion

(a) *Financing Agreements.* Holder acknowledges that the conversion of this SAFE into Conversion Shares pursuant to 4.1 may require Holder’s execution of certain agreements relating to the purchase and sale of the Conversion Shares, as well as registration rights, rights of first refusal and co-sale, rights of first offer, and voting rights, if any, relating to such securities (collectively, the “Financing Agreements”). Holder agrees to execute all of such Financing Agreements in connection with a Next Equity Financing.

(b) *Certificates.* As promptly as practicable after the conversion of this SAFE and the issuance of the Conversion Shares, Company (at its expense) will issue and deliver a certificate or certificates evidencing the Conversion Shares (if certificated) to Holder. If the Conversion Shares are not certificated, Company will deliver a true and correct copy of Company’s share register reflecting the Conversion Shares held by Holder. Company will not be required to issue or deliver the Conversion Shares until Holder has surrendered this SAFE to Company (or provided an instrument of cancellation or affidavit of loss). The conversion of this SAFE pursuant to 4.1 and 4.2 may be made contingent upon the closing of the Next Equity Financing and Corporate Transaction, respectively.

**5. Blockchain Unit Offering.** Company may choose to conduct a Blockchain Unit Offering through a Nominated Entity. Holder acknowledges and agrees that nothing in this SAFE shall constitute a representation, warranty, or undertaking that a Blockchain Unit Offering will be consummated by Company, a Nominated Entity, or any Affiliate of Company, or that a specific number of Blockchain Units issued as part of any Blockchain Unit Offering will be issued

to Holder. If Company does conduct a Blockchain Unit Offering Holder will be entitled to receive Blockchain Units as follows:

5.1. Pre-Conversion. If there is a Blockchain Unit Offering before the termination of this SAFE, then, at the Holder's option, Company will (i) cause the Nominated Entity to issue to Holder a number of Blockchain Units equal to the (x) Purchase Amount divided by (y) the Valuation Cap multiplied by (z) the total number of Blockchain Units created but not allocated to the Community or (ii) this SAFE will remain outstanding.

5.2. Holder Obligations. In connection with, and as a condition to, and prior to the issuance of Blockchain Units by the Nominated Entity pursuant to this Section 5, Holder will (i) execute and deliver to Company any and all other transaction documents related to this SAFE and the Blockchain Unit Offering as are reasonably requested by Company; and (ii) provide to Company a digital wallet address to which Blockchain Units will be sent after the Blockchain Unit Offering.

5.3. Blockchain Unit Offering Termination. Notwithstanding the foregoing or any other terms of this SAFE, Company may terminate any Blockchain Unit Offering if it deems such termination necessary or advisable in good faith (i) for Company and its Affiliates to avoid violating applicable law, (ii) subsequent to any formal communication by any other Governmental Authority, or (iii) in connection with any actual or threatened litigation or governmental action.

5.4. Tax Responsibilities. Holder acknowledges and agrees that it shall be solely liable at all times for any tax liabilities assessed on it at any time in any jurisdiction arising from the provisions of this Section 5. Holder has been advised to obtain independent advice on the tax and regulatory implications of this Section 5.

**6. Priority.** In the event of a Dissolution while this SAFE is outstanding, Company will pay Holder an amount equal to the Purchase Amount (the "Repayment") immediately prior to, or concurrently with, the consummation of the Dissolution. If the applicable Proceeds are insufficient to permit full payments to Holder and such other Safes and/or Preferred Stock, the applicable Proceeds will be distributed pro rata to Holder and such other Safes and/or Preferred Stock in proportion to the full payments that would otherwise be due. Company's obligation to make the Repayment will rank senior in right of payment to Company's capital stock, *pari passu* with any convertible debt of Company, and junior to payment of outstanding indebtedness and creditor claims, including contractual claims for payment.

**7. No Rights as a Stockholder.** Holder is not entitled by virtue of holding this SAFE to be deemed a holder of Company's capital stock for any purpose, nor will anything contained in this SAFE be construed to confer on Holder, as such, any of the rights of a stockholder of Company or any right to vote for the election of directors or upon any matter submitted to stockholders at any meeting thereof, or to give or withhold consent to any corporate action or to receive notice of meetings, or to receive subscription rights or otherwise until Conversion Shares have been issued upon the terms described in this SAFE. Holder acknowledges that Company will conduct its business pursuant to its Charter Documents and that neither Company, nor its Directors, Officers, stockholders, or representatives will be liable to Holder for any corporate action taken in good faith, based on the then-current Knowledge of such decision-makers.

**8. Representations and Warranties of Company.** In connection with the transactions contemplated by this SAFE, Company hereby represents and warrants to Holder as follows:

8.1. Due Organization; Qualification and Good Standing. Company is a corporation duly organized, validly existing and in good standing under the laws of the State of Wyoming and has all requisite corporate power and authority to carry on its business as now conducted.

8.2. No Conflicts; Consents and Approvals. The execution and delivery by Company of this SAFE does not, and the performance by Company of its obligations under this SAFE does not: (i) violate or result in a breach of any of its Charter Documents; or (ii) violate or result in a default under any material Contract to which Company is a party, except for any violation or default that would not be expected to result in a material adverse effect on Company's ability to perform its obligations hereunder

8.3. Authorization and Enforceability. Except for the authorization and issuance of the Conversion Shares, all corporate action has been taken on the part of Company and its officers, directors and stockholders necessary for the

authorization, execution and delivery of this SAFE. Except as may be limited by applicable bankruptcy, insolvency, reorganization, or similar laws relating to or affecting the enforcement of creditors' rights, Company has taken all corporate action required to make all of the obligations of Company reflected in the provisions of this SAFE valid and enforceable in accordance with its terms.

8.4. Intellectual Property Rights. To its Knowledge, 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.

**9. Representations and Warranties of Holder.** In connection with the transactions contemplated by this SAFE, Holder hereby represents and warrants to Company as follows:

9.1. Authorization and Enforceability. Holder has full power and authority (and, if an individual, the capacity) to enter into this SAFE and to perform all obligations required to be performed by it hereunder. This SAFE, when executed and delivered by Holder, will constitute Holder'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.

9.2. Purchase Entirely for Own Account. Holder acknowledges that this SAFE is made with Holder in reliance upon Holder's representation to Company, which Holder hereby confirms by executing this SAFE, that this SAFE, the Conversion Shares, and any Common Stock issuable upon conversion of the Conversion Shares (collectively, the "Securities") will be acquired for investment for Holder's own account, not as a nominee or agent (unless otherwise specified on Holder's signature page hereto), and not with a view to the resale or distribution of any part thereof, and that Holder has no present intention of selling, granting any participation in, or otherwise distributing the same. By executing this SAFE, Holder further represents that Holder does not 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 the Securities. If other than an individual, Holder also represents it has not been organized solely for the purpose of acquiring the Securities.

9.3. Disclosure of Information; Non-Reliance. Holder 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. Holder further represents that it has had an opportunity to ask questions and receive answers from Company regarding the terms and conditions of the offering of the Securities. Holder confirms that 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, Holder is not relying on the advice or recommendations of Company and has made its own independent decision that the investment in the Securities is suitable and appropriate for Holder. Holder 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.

9.4. Investment Experience. Holder 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.

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

9.6. Restricted Securities. Holder understands that the Securities have not been, and will not be, registered under the Securities Act or state securities laws, by reason of specific exemptions from the registration provisions thereof which depend upon, among other things, the bona fide nature of the investment intent and the accuracy of Holder's representations as expressed herein. Holder understands that the Securities are "restricted securities" under U.S. federal and applicable state securities laws and that, pursuant to these laws, Holder 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. Holder acknowledges that 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 Company which are outside of Holder's control, and which Company is under no obligation, and may not be able, to satisfy.

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

9.8. No General Solicitation. Holder, 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 Securities Act or in any manner involving a public offering within the meaning of Section 4(a)(2) of the Securities Act. Holder acknowledges that neither 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 Securities Act or in any manner involving a public offering within the meaning of Section 4(a)(2) of the Securities Act.

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

9.10. Foreign Investors. If Holder is not a United States Person (as defined by Section 7701(a)(30) of the Internal Revenue Code of 1986, as amended), Holder 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, 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. Holder's subscription and payment for and continued beneficial ownership of the Securities will not violate any applicable securities or other laws of Holder's jurisdiction. Holder acknowledges that Company has taken no action in foreign jurisdictions with respect to the Securities.

## **10. Disputes**

### **10.1. Binding Arbitration**

(a) Any dispute, claim, interpretation, controversy, or issues of public policy arising out of or relating to this Agreement, including the determination of the scope or applicability of this Section 10.1, will be determined exclusively by arbitration held in Denver, Colorado, and will be governed exclusively by the Colorado Revised Uniform Arbitration Act, C.R.S. §§ 13-22-201, *et seq.* (the "CRUAA").

(b) The arbitrator will be selected from the roster of arbitrators at Judicial Arbitrator Group, Inc. in Denver, Colorado ("JAG"), unless the Parties agree otherwise. If the Parties do not agree on the selection of a single arbitrator within ten days after a demand for arbitration is made, then the arbitrator will be selected by JAG from among its available professionals. Arbitration of all disputes and the outcome of the arbitration will remain confidential between the Parties except as necessary to obtain a court judgment on the award or other relief or to engage in collection of the judgment.

(c) The Parties irrevocably submit to the exclusive jurisdiction of the state courts located in Denver, Colorado, with respect to this Section 10.1 to compel arbitration, to confirm an arbitration award or order, or to handle court functions permitted under the CRUAA. The Parties irrevocably waive defense of an inconvenient forum to the maintenance of any such action or other proceeding. The Parties may seek recognition and enforcement of any Colorado state court judgment confirming an arbitration award or order in any United States state court or any court outside the United States or its territories having jurisdiction with respect to recognition or enforcement of such judgment.

(d) The arbitrator may grant injunctive relief, including temporary, preliminary, permanent, and mandatory injunctive relief, in order to protect the rights of each Party, but will not be limited to such relief. This provision for arbitration will not preclude a Party from seeking temporary or preliminary injunctive relief (“Provisional Relief”) in a court of law while arbitration proceedings are pending in order to protect its rights pending a final determination by the arbitrator, nor will the filing of such an action for Provisional Relief constitute waiver by a Party of its right to seek arbitration. Any Provisional Relief granted by such court will remain effective until otherwise modified by the arbitrator.

**10.2. Governing Law.** This Agreement and its terms are to be governed by, and construed according to, the laws of the State of Wyoming excluding choice of law provisions. With respect to disputes not properly subject to binding arbitration as set forth above in Section 10.1, the Parties hereby exclusively and irrevocably submit to, and waive any objection against, personal jurisdiction and venue as delineated in Section 10.3. THE PARTIES WAIVE ANY DEFENSES BASED UPON INVALIDITY OF CONTRACTS FOR PUBLIC POLICY REASONS AND/OR THE SUBSTANCE OF THE CONTRACT VIOLATING FEDERAL LAW.

**10.3. Jurisdiction and Venue.** Each Party hereto hereby submits to exclusive personal jurisdiction in the State of Colorado for the enforcement of the provisions of this Agreement and irrevocably waives any and all rights to object to such jurisdiction for the purposes of litigation to enforce or interpret any provision of this Agreement. With respect to disputes not properly subject to binding arbitration as set forth in Section 10.1, each Party hereto hereby consents to the jurisdiction of, and agrees that any action, suit or proceeding involving or initiated by any Party to enforce or interpret this Agreement shall be brought exclusively in, the State Courts located in Denver, Colorado. Each Party hereto hereby irrevocably waives any objection which it may have to the laying of the exclusive jurisdiction and venue of any such action, suit or proceeding in any such court and hereby further irrevocably waives any claim that any such action, suit or proceeding brought in such a court has been brought in an inconvenient forum. ALL PARTIES HERETO HEREBY WAIVE ANY RIGHT TO JURY TRIAL OF ANY CLAIM, CROSS-CLAIM, OR COUNTERCLAIM RELATING TO OR ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT.

**10.4. Waiver of Class Action.** All claims covered by this Agreement must be submitted on an individual basis. **No claims may be arbitrated or brought in court on a class or collective basis.** The Parties expressly waive any right with respect to any covered Claims to submit, initiate, or participate in a representative capacity as a plaintiff, claimant or member in a class action, collective action or other representative or joint action, regardless of whether the action is filed in arbitration or in court. BY SIGNING THIS AGREEMENT, HOLDER AGREES TO THESE TERMS AND MAY BRING AND PURSUE CLAIMS AGAINST COMPANY ONLY IN ITS INDIVIDUAL CAPACITY, AND MAY NOT BRING, PURSUE, OR ACT AS A PLAINTIFF OR CLASS MEMBER, IN ANY PURPORTED CLASS OR COLLECTIVE PROCEEDING.

**10.5. Attorneys’ Fees and Costs.** In addition to any relief, order, or award that is entered by an arbiter, or court as the case may be, any Party found to be the losing party in any arbitration shall be required to pay the reasonable attorneys’ fees and costs of any Party determined to be the substantially prevailing party, and all such losing parties, jointly and severally, shall also reimburse or pay any of the arbitrator’s fees and expenses incurred by the prevailing party in any arbitration. In the context of this Agreement, reasonable attorneys’ fees and costs shall include but not be limited to: (i) legal fees and costs, the fees and costs of witnesses, accountants, experts, and other professionals, and any other forum costs incurred during, or in preparation for, a Proceeding; (ii) all of the foregoing whether incurred before or after the initiation of the Proceeding, and (iii) all such fees and costs incurred in obtaining Provisional Relief. It is understood that certain time entries that may appear in the billing records of such Party’s legal counsel may be redacted to protect attorney-client or work-product privilege, and this will not prevent recovery for the associated



billings (and if necessary, the arbitrator may require that such records be submitted to the arbitrator for in camera review by the arbitrator).

## 11. General Provisions

11.1. Successors and Assigns. Except as otherwise provided herein, the terms and conditions of this SAFE will inure to the benefit of, and be binding upon, the respective successors and assigns of the Parties; provided, however, that Company may not assign its obligations under this SAFE without the written consent of Holder. This SAFE is for the sole benefit of the Parties hereto and their respective successors and permitted assigns, and nothing herein, express or implied, is intended to or will confer upon any other Person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this SAFE.

11.2. No Finder's Fee. Each Party represents that it neither is nor will be obligated to pay any finder's fee, broker's fee or commission in connection with the transactions contemplated by this SAFE. Holder agrees to indemnify and to hold Company harmless from any liability for any commission or compensation in the nature of a finder's or broker's fee arising out of the transactions contemplated by this SAFE (and the costs and expenses of defending against such liability or asserted liability) for which Holder or any of its officers, employees or representatives is responsible. Company agrees to indemnify and hold Holder harmless from any liability for any commission or compensation in the nature of a finder's or broker's fee arising out of the transactions contemplated by this SAFE (and the costs and expenses of defending against such liability or asserted liability) for which Company or any of its officers, employees or representatives is responsible.

11.3. Expenses. Each Party will pay all costs and expenses that it incurs with respect to the negotiation, execution, delivery and performance of this SAFE.

11.4. Entire Agreement; Amendments and Waivers. This SAFE constitutes the full and entire understanding and agreement between the Parties with regard to the subject hereof. Company's agreements with each of the holders of the Series 1 SAFEs are separate agreements, and the sales of the SAFEs to each of the holders thereof are separate sales. Notwithstanding the foregoing, any term of this SAFE and the other Series 1 SAFEs may be amended and the observance of any term may be waived (either generally or in a particular instance and either retroactively or prospectively) with the written consent of Company and the Requisite Holders. Any waiver or amendment effected in accordance with this Section 11.4 will be binding upon each holder of a Series 1 SAFE and each future holder of all such Series 1 SAFEs.

11.5. Effect of Amendment or Waiver. Holder acknowledges and agrees that by the operation of 11.4 hereof, the Requisite Holders will have the right and power to diminish or eliminate all rights of Holder under this SAFE.

### 11.6. Transfer Restrictions

(a) *"Market Stand-Off" Agreement.* Holder hereby agrees that it will not, without the prior written consent of the managing underwriter, during the period commencing on the date of the final prospectus relating to Company's first underwritten public offering (the "IPO") of its Common Stock under the Securities Act, and ending on the date specified by Company and the managing underwriter(s) (such period not to exceed one hundred eighty (180) days, or such other period as may be requested by Company or an underwriter to accommodate regulatory restrictions on (i) the publication or other distribution of research reports, and (ii) analyst recommendations and opinions): (A) lend; offer; pledge; sell; contract to sell; sell any option or contract to purchase; purchase any option or contract to sell; grant any option, right, or warrant to purchase; or otherwise transfer or dispose of, directly or indirectly, any shares of Common Stock or any securities convertible into or exercisable or exchangeable (directly or indirectly) for Common Stock (whether such shares or any such securities are then owned by Holder or are thereafter acquired); or (B) enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of such securities; whether any such transaction described in clause (A) or (B) above is to be settled by delivery of Common Stock or other securities, in cash, or otherwise. The foregoing provisions of this Section 11.6(a) will: (x) apply only to the IPO and will not apply to the sale of any shares to an underwriter pursuant to an underwriting agreement; (y)

not apply to the transfer of any shares to any trust for the direct or indirect benefit of Holder or the immediate family of Holder, provided that the trustee of the trust agrees to be bound in writing by the restrictions set forth herein, and provided further that any such transfer will not involve a disposition for value; and (z) be applicable to Holder only if all officers and directors of Company are subject to the same restrictions and Company uses commercially reasonable efforts to obtain a similar agreement from all stockholders individually owning more than 5% of the outstanding Common Stock. Notwithstanding anything herein to the contrary (including, for the avoidance of doubt, 11.1), the underwriters in connection with the IPO are intended third-party beneficiaries of this Section 11.6(a) and will have the right, power and authority to enforce the provisions hereof as though they were a party hereto. Holder further agrees to execute such agreements as may be reasonably requested by the underwriters in connection with the IPO that are consistent with this Section 11.6(a) or that are necessary to give further effect thereto.

In order to enforce the foregoing covenant, Company may impose stop transfer instructions with respect to Holder's registrable securities of Company (and Company shares or securities of every other Person subject to the foregoing restriction) until the end of such period. Holder agrees that a legend reading substantially as follows will be placed on all certificates representing all of Holder's registrable securities of Company (and Company shares or securities of every other Person subject to the restriction contained in this Section 11.6(a)):

THE SECURITIES REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO A LOCK-UP PERIOD BEGINNING ON THE EFFECTIVE DATE OF THE COMPANY'S REGISTRATION STATEMENT FILED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, AS SET FORTH IN AN AGREEMENT BETWEEN THE COMPANY AND THE ORIGINAL HOLDER OF THESE SECURITIES, A COPY OF WHICH MAY BE OBTAINED AT THE COMPANY'S PRINCIPAL OFFICE. SUCH LOCK-UP PERIOD IS BINDING ON TRANSFEREES OF THESE SECURITIES.

(b) *Further Limitations on Disposition.* Without in any way limiting the representations and warranties set forth in this SAFE, Holder further agrees not to make any disposition of all or any portion of the Securities unless and until the transferee has agreed in writing for the benefit of Company to make the representations and warranties set out in 9 and the undertaking set out in 11.6(a), and:

(i) there is then in effect a registration statement under the Securities Act covering such proposed disposition, and such disposition is made in connection with such registration statement; or

(ii) Holder has (A) notified Company of the proposed disposition; (B) furnished Company with a detailed statement of the circumstances surrounding the proposed disposition; and (C) if requested by Company, furnished Company with an opinion of counsel reasonably satisfactory to Company that such disposition will not require registration under the Securities Act.

Holder agrees not to make any disposition of any of the Securities to Company's competitors, as determined in good faith by Company.

(c) *Legends.* Holder understands and acknowledges that the Securities may bear the following legend:

THIS INSTRUMENT AND THE SECURITIES ISSUABLE UPON THE CONVERSION HEREOF HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"). THEY MAY NOT BE SOLD, OFFERED FOR SALE, PLEDGED, HYPOTHECATED OR OTHERWISE TRANSFERRED EXCEPT PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE ACT OR UPON RECEIPT BY THE COMPANY OF AN OPINION OF COUNSEL SATISFACTORY TO THE COMPANY THAT REGISTRATION IS NOT REQUIRED UNDER THE ACT OR UNLESS SOLD PURSUANT TO RULE 144 UNDER THE ACT.

11.7. Exculpation Among Safe Holders. Holder acknowledges that it is not relying upon any Person, firm, corporation or stockholder, other than Company and its officers and directors in their capacities as such, in making its investment or decision to invest in Company. Holder agrees that no other holder of Safes, nor the controlling Persons, officers, directors, partners, agents, stockholders or employees of any other holder of Safes, will be liable for

any action heretofore or hereafter taken or not taken by any of them in connection with the purchase and sale of the Securities.

11.8. Acknowledgment. For the avoidance of doubt, it is acknowledged that Holder will be entitled to the benefit of all adjustments in the number of shares of Company's capital stock as a result of any splits, recapitalizations, combinations or other similar transactions affecting Company's capital stock underlying the Conversion Shares that occur prior to the conversion of this SAFE.

11.9. Further Assurances. From time to time, the Parties will execute and deliver such additional documents and will provide such additional information as may reasonably be required to carry out the terms of this SAFE and any agreements executed in connection herewith.

11.10. Officers and Directors Not Liable. In no event will any officer or director of Company be liable for any amounts due and payable pursuant to this SAFE.

11.11. Notices. Any notice, request, demand, Claim, or other communication hereunder will be in writing and will be deemed delivered: (a) three Business Days after it is sent by U.S. mail, certified mail, return receipt requested, postage prepaid; or (b) one Business Day after it is sent via a reputable nationwide overnight courier, in each of the foregoing cases to the intended recipient as set forth below:

If to Company:

Mira Development, Inc  
Attention: Andrew Capasso  
1868 Columbia road NW  
Apt 402 20009  
Phone: 7038897537  
E-mail: Andrew.capasso@mirafinance.io

If to Holder:

Phone: \_\_\_\_\_  
E-mail: \_\_\_\_\_

With a copy to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Any Party may give any notice, request, demand, claim, or other communication hereunder by personal delivery, electronically, or fax, but no such notice, request, demand, claim, or other communication will be deemed to have been duly given unless and until it is actually received by the Party for whom it is intended. Any Party may change the address to which notices, requests, demands, claims, and other communications hereunder are to be delivered by giving notice to the other Party in the manner herein set forth.

11.12. Headings. The headings in this SAFE are inserted for convenience only and are in no way intended to describe, interpret, define, or limit the scope, extent, or intent of this SAFE or any provision hereof.

11.13. Invalid Provisions; Severability. If a dispute between the Parties hereto arises out of this SAFE or the subject matter of this SAFE, the parties would want a court or arbitrator to interpret this SAFE as follows:

(a) With respect to any provision held to be unenforceable, by modifying that provision to the minimum extent necessary to make it enforceable or, if that modification is not permitted by law or public policy, by disregarding the provision;

(b) if an unenforceable provision is modified or disregarded in accordance with this Section 11.13, by holding the rest of the SAFE will remain in effect as written;

(c) by holding that any unenforceable provision will remain as written in any circumstances other than those in which the provision is held to be unenforceable; and

(d) If modifying or disregarding the unenforceable provision would result in a failure of an essential purpose of this SAFE, by holding the entire SAFE unenforceable.

Upon the determination that any term or other provision of this SAFE is invalid, illegal, or incapable of being enforced, the Parties shall negotiate in good faith to modify this SAFE so as to affect the original intent of the Parties as closely as possible in an acceptable manner to the end that the transactions contemplated hereby are fulfilled to the extent possible.

11.14. Creditors. None of the provisions of this SAFE shall be for the benefit of or enforceable by any creditors of the Corporation or those of any Holder.

11.15. Counterparts. This SAFE may be executed in counterparts, and by facsimile signature, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

**THE UNDERSIGNED PARTIES HAVE READ OR HAD READ TO THEM THE FOREGOING AND ACKNOWLEDGE THAT THEY FULLY UNDERSTAND THE TERMS SET FORTH IN THIS AGREEMENT. FURTHER, EACH UNDERSIGNED PARTY ACKNOWLEDGES THAT IT HAS CONSULTED WITH, OR HAD THE OPPORTUNITY TO CONSULT WITH, LEGAL COUNSEL OF ITS CHOOSING PRIOR TO EXECUTING THIS AGREEMENT.**

IN WITNESS WHEREOF, this Agreement has been duly executed and delivered by the Parties as of the Effective Date first written above.

**COMPANY: Mira Development, Inc**

**HOLDER:**

\_\_\_\_\_  
Andrew Capasso, Co-Founder

\_\_\_\_\_

## EXHIBIT A

### U.S. ACCREDITED INVESTOR CERTIFICATE

The undersigned (the "Holder") represents, warrants and certifies Mira Development, Inc (the "Company") that the Holder is an "accredited investor" within the meaning of Rule 501 of Regulation D under the Securities Act of 1933, as amended (the "Securities Act"), and has placed an "X" on the line or lines below that are next to the category or categories under which the Holder qualifies as an accredited investor:

|                                     |  |
|-------------------------------------|--|
| <input type="checkbox"/> Category 1 | A bank, as defined in Section 3(a)(2) of the U.S. Securities Act, whether acting in its individual or fiduciary capacity; or   |
| <input type="checkbox"/> Category 2 | A savings and loan association or other institution as defined in Section 3(a)(5)(A) of the U.S. Securities Act, whether acting in its individual or fiduciary capacity; or  |
| <input type="checkbox"/> Category 3 | A broker or dealer registered pursuant to Section 15 of the United States <i>Securities Exchange Act of 1934</i> ; or  |
| <input type="checkbox"/> Category 4 | An insurance company as defined in Section 2(13) of the U.S. Securities Act; or  |
| <input type="checkbox"/> Category 5 | An investment company registered under the United States <i>Investment Company Act of 1940</i> ; or  |
| <input type="checkbox"/> Category 6 | A business development company as defined in Section 2(a)(48) of the United States <i>Investment Company Act of 1940</i> ; or  |
| <input type="checkbox"/> Category 7 | A small business investment company licensed by the U.S. Small Business Administration under Section 301 (c) or (d) of the United States <i>Small Business Investment Act of 1958</i> ; or   |
| <input type="checkbox"/> Category 8 | A plan established and maintained by a state, its political subdivisions or any agency or instrumentality of a state or its political subdivisions, for the benefit of its employees, with total assets in excess of U.S.\$5,000,000; or |

|                   |  |
|-------------------|--|
| _____ Category 9  | An employee benefit plan within the meaning of the United States <i>Employee Retirement Income Security Act of 1974</i> in which the investment decision is made by a plan fiduciary, as defined in Section 3(21) of such Act, which is either a bank, savings and loan association, insurance company or registered investment adviser, or an employee benefit plan with total assets in excess of U.S.\$5,000,000 or, if a self-directed plan, with investment decisions made solely by persons who are accredited investors; or |
| _____ Category 10 | A private business development company as defined in Section 202(a)(22) of the United States <i>Investment Advisers Act of 1940</i> ; or   |
| _____ Category 11 | An organization described in Section 501(c)(3) of the United States <i>Internal Revenue Code</i> , a corporation, a Massachusetts or similar business trust, or a partnership, not formed for the specific purpose of acquiring the securities offered, with total assets in excess of U.S. \$5,000,000; or  |
| _____ Category 12 | Any director or executive officer of the Issuer; or  |
| _____ Category 13 | A natural person whose individual net worth, or joint net worth with that person's spouse, at the date hereof exceeds U.S. \$1,000,000 (exclusive of such person's primary residence); or  |
| _____ Category 14 | A natural person who had an individual income in excess of U.S.\$200,000 in each of the two most recent years or joint income with that person ' s spouse in excess of U.S.\$300,000 in each of those years and has a reasonable expectation of reaching the same income level in the current year; or   |

|                   |   |
|-------------------|---|
| _____ Category 15 | A trust, with total assets in excess of U.S.\$5,000,000, not formed for the specific purpose of acquiring the securities offered, whose purchase is directed by a sophisticated person as described in Rule 506(b)(2)(ii) under the U.S. Securities Act; or |
| _____ Category 16 | Any entity in which all of the equity owners meet the requirements of at least one of the above categories;   |

The Holder undertakes to notify Company promptly of any material change in any representation, warranty or other information relating to the Holder set forth herein which takes place prior to payment of the Purchase Amount (as defined in the parties 'Simple Agreement for Future Equity).

HOLDER: [\_\_\_\_\_]

\_\_\_\_\_  
[\_\_\_\_\_]

**EXHIBIT B**  
**PAYMENT INSTRUCTIONS**

You have indicated that you will be tendering your investment in USDC. The Company's wallet address is  
**eth:** 0x7b9feC9ea7E46b740572654439Fce683910CC2b6

Please contact Mr. Capasso to alert him to your transfer once it has been confirmed.

Email: [andrew@mirafinance.io](mailto:andrew@mirafinance.io)