



SIMPLE AGREEMENT FOR FUTURE EQUITY (SAFE)

THIS SAFE 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.

This certifies that in exchange for payment by _____ ("**Investor**") of \$_____ ("**Purchase Amount**") on or about _____(date), during round one (1) of seed investment, Outcomes Excellence, Inc., a Maryland corporation ("**Company**"), issues to the Investor, _____ Non-voting Equity Stock ("**Stock**"), subject to the terms described below.

A. Definitions

1. "**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 having the right to vote for the election of members of the Company's board of directors, (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.

2. **"Direct Listing"** means the Company's initial listing of its stock (*other than stock not eligible for resale under Rule 144 under the Securities Act*) on a national securities exchange by means of an effective registration statement on Form S-1 filed by the Company with the SEC that registers stock of the Company for resale, as approved by the Company's board of directors. For the avoidance of doubt, a Direct Listing shall not be deemed to be an underwritten offering and shall not involve any underwriting services.
3. **"Discount Price"** means the price per stock sold based on a higher actual or projected price of the stock.
4. **"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.
5. **"Dividend Amount"** means, with respect to any date on which the Company pays a dividend on its outstanding stock, the amount of such dividend that is paid per stock multiplied by the number of stock allocated by this Safe, divided by the Liquidity Price (treating the dividend date as a Liquidity Event solely for purposes of calculating such Liquidity Price), or any other calculation as advised by an expert financial consultant.
6. **"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 stock at a fixed valuation, including but not limited to, a pre-money or post-money valuation.
7. **"Initial Public Offering"** means the closing of the Company's first firm commitment underwritten initial public offering of stock pursuant to a registration statement filed under the Securities Act.
8. **"Liquidity Event"** means a Change of Control, a Direct Listing or an Initial Public Offering.
9. **"Liquidity Price"** means the price per stock equal to the fair market value of the stock at the time of the applicable Liquidity Event, as determined by the reference to the purchase price payable in connection with such Liquidity Event.

10. **“Non-voting Equity Stock”** means the equity stock of the Company, in which stockholders do not receive notice of meetings and do not cast votes on matters coming before a vote of the stockholders, except as required by applicable law or per the Company’s bylaws, which states that a Non-voting Equity Stockholder must opt in for voting privileges and hold at least 10% of the Company’s stock. All stockholders and investors receive pertinent updates regardless of voting status.
11. **“Proceeds”** means cash and other assets (including without limitation stock consideration) that are proceeds from the Liquidity Event or the Dissolution Event, as applicable, and legally available for distribution.
12. **“Safe”** means an instrument containing a future right to stocks, similar in form and content to this Safe, purchased by investors for the purpose of funding the Company’s business operations. References to “this Safe” mean this specific instrument.
13. **“Subsequent Convertible Securities”** means convertible securities that the Company may issue after the issuance of this instrument with the principal purpose of raising capital, including but not limited to, other Safes, convertible debt instruments and other convertible securities. Subsequent Convertible Securities excludes: (i) options issued pursuant to any equity incentive or similar plan of the Company; (ii) convertible securities issued or issuable to (a) banks, equipment lessors, financial institutions or other persons engaged in the business of making loans pursuant to a debt financing or commercial leasing or (b) suppliers or third party service providers in connection with the provision of goods or services pursuant to transactions; and (iii) convertible securities issued or issuable in connection with sponsored research, collaboration, technology license, development, OEM, marketing or other similar agreements or strategic partnerships.

B. Events

1. **Equity Financing.** If there is 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 non-voting equity stock as outlined in this agreement.
2. **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 greater of (i) the Purchase Amount or (ii) the amount payable on the number of stocks multiplied by the Liquidity Price (the "**Conversion Amount**"). If any of the Company's stockholders 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 stockholders, or under any applicable laws.

Notwithstanding the foregoing, in connection with a Change of Control intended to qualify as a tax-free reorganization, the Company may reduce the cash portion of Proceeds payable to the Investor by the amount determined by its board of directors in good faith for such Change of Control to qualify as a tax-free reorganization for U.S. federal income tax purposes, provided that such reduction (a) does not reduce the total Proceeds payable to such Investor and (b) is applied in the same manner and on a pro rata basis to all stockholders who have equal priority to the Investor under Section 1(d).

3. **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.
4. **Liquidation Priority.** In a Liquidity Event or Dissolution Event, 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 stock); (ii) on par with payments for other Safes and/or stock, and if the applicable Proceeds are insufficient to permit full payments to the Investor and such other Safes and/or stock, the applicable Proceeds will be distributed pro rata to the Investor and such other Safes and/or stock in proportion to the full payments that would otherwise be due; and (iii) senior to payments for public trading stock.

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

5. **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 stock to the Investor pursuant to the automatic conversion of this Safe under Section B(1); or (ii) the payment, or setting aside for payment, of amounts due the Investor pursuant to Section B(2) or Section B(3).

C. Amendment Right

1. If, prior to the three-year anniversary of the date of this Safe, the Company issues Subsequent Convertible Securities with any material terms that are more favorable to the holders thereof, in the reasonable judgment of the Company's board of directors, than the terms of this Safe are to the Investor, then the Company shall provide Investor written notice promptly following the issuance of such Subsequent Convertible Securities, together with a copy of all documentation relating to such Subsequent Convertible Securities and, upon written request of the Investor, any additional information related to such Subsequent Convertible Securities as may be reasonably requested by the Investor.

In the event Investor notifies the Company in writing within ten (10) days following Investor's receipt of such notice (*after which this right shall lapse*) of its desire to receive terms equivalent to the Subsequent Convertible Securities, the Company's Board of Directors shall promptly, but in any event within thirty (30) days, vote whether to amend and restate this Safe to be identical to the instruments evidencing the Subsequent Convertible Securities, excluding (i) principal and (ii) provisions relating to the amendment or waiver of such Subsequent Convertible Securities; provided, however, that the amended and restated Safe shall have a "valuation cap", "maximum conversion price", or similar provision that is 20% lower than the equivalent provision given to holders of the Subsequent Convertible Securities, if applicable. The foregoing right may only be exercised once by the Investor.

D. Company Representations

1. The Company is a corporation duly organized, validly existing and in good standing under the laws of the state of its incorporation, and has the power and authority to own, lease, and operate its properties and carry on its business as now conducted.
2. The execution, delivery, and performance by the Company of this Safe is within the power of the Company and, other than with respect to the actions to be taken when equity is to be issued to the Investor, has been duly authorized by all necessary actions on the part of the Company (*subject to Section D(4)*). 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 the knowledge of the Company, it is not in violation of (i) its current certificate of incorporation or bylaws, (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.
3. 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 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 upon any property, asset or revenue of the Company or the suspension, forfeiture, or nonrenewal of any permit, license or authorization applicable to the Company, its business or operations.
4. No consents or approvals are required in connection with the performance of this Safe, other than: (i) the Company's corporate approvals; (ii) any qualifications or filings under applicable securities laws; and (iii) necessary corporate approvals for the authorization of stock issuable pursuant to Section B.
5. 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, without any conflict with, or infringement of the rights of, others.

E. Investor Representations

1. The Investor has full legal capacity, power, and authority to execute and deliver this Safe and to perform its obligations hereunder. This Safe constitutes 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.
2. The Investor is an accredited investor as such term is defined in Rule 501 of Regulation D under the Securities Act or agrees to become an accredited investor prior to an Equity Financing. If not an accredited investor at the time of an Equity Financing, the Company may void this Safe and return the Purchase Amount.
3. 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.
4. 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.
5. 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.

F. Miscellaneous

1. Any provision of this Safe may be amended, waived, or modified by written consent of the Company and either (i) the Investor or (ii) the majority-in-interest of all then-outstanding Safes during the same investment round (and Safes lacking such term will be considered to be the same with respect to such term), provided that with respect to clause (ii): (a) the Purchase Amount may not be amended, waived, or modified in this manner, (b) the consent of the Investor and each stockholder of such Safes must be solicited (even if not obtained), and (c) such amendment, waiver, or modification treats all such stockholders in the same manner. "Majority-in-interest" refers to the stockholders 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.
2. 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 in the signature / acknowledgement section of this Safe.
3. The Investor is not entitled, as a holder of this Safe, to vote or be deemed a holder of stock for any purpose other than tax purposes, nor will anything in this Safe be construed to confer on the Investor, as such, any rights of a Company stockholder or rights to vote for the election of directors or on any matter submitted to Company stockholders, or to give or withhold consent to any corporate action or to receive notice of meetings, until shares have been issued on the terms described in Section B. However, if the Company pays a dividend on outstanding stock while this Safe is outstanding, the Company will pay the Dividend Amount to the Investor at the same time.
4. Neither this Safe nor the rights in this Safe are transferable or assignable by operation of law or otherwise, by either party without the prior written consent of the other; *provided, however*, that this Safe and/or the rights contained herein may be assigned without the Company's consent by the Investor (i) to the Investor's estate, heirs, executors, administrators, guardians and/or successors in the event of Investor's death or disability, or (ii) to any other entity who directly or indirectly, controls, is controlled by or is under common control with the Investor, including, without limitation, any general partner, managing member, officer or director of the Investor, or any venture capital fund now or hereafter existing which is controlled by one or

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more general partners or managing members of, or shares the same management company with, the Investor; and *provided, further*, that the Company may assign this Safe in whole, without the consent of the Investor, in connection with a reincorporation to change the Company's domicile.

5. 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.
6. All rights and obligations hereunder will be governed by the laws of the State of Maryland, without regard to the conflicts of law provisions of such jurisdiction.
7. The parties acknowledge and agree that for United States federal and state income tax purposes this Safe is, and at all times has been, intended to be characterized as stock, for purposes of Sections 304, 305, 306, 354, 368, 1036 and 1202 of the Internal Revenue Code of 1986, as amended. Accordingly, the parties agree to treat this Safe consistent with the foregoing intent for all United States federal and state income tax purposes (including, without limitation, on their respective tax returns or other informational statements).

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

OUTCOMES EXCELLENCE, INC.

By: Sheena Crawford
Founder and CEO

INVESTOR

By:
Investor
Email: