

SAFE AGREEMENT

Parties: _____

Investor Information:

Full Legal Name: _____

Address: _____

Email: _____

Company Information:

Legal Name of Company: _____

Incorporation Jurisdiction: _____

Address: _____

Investment Terms:

Purchase Amount (CAD): _____ CAD

Valuation Cap (if any): _____

Discount Rate (if any): _____

1. Investment

The Investor agrees to provide the Purchase Amount to the Company in exchange for the right to certain shares of the Company's capital stock, subject to the terms set forth in this SAFE Agreement.

2. Equity Financing

If an Equity Financing occurs before the termination of this SAFE, the Company shall automatically issue to the Investor a number of shares of Preferred Stock equal to the Purchase Amount divided by the price per share of the Preferred Stock sold in the Equity Financing, subject to applicable adjustments.

3. Liquidity Event

If a Liquidity Event occurs before the termination of this SAFE, the Investor shall, at the Investor's option, either receive a cash payment equal to the Purchase Amount or automatically receive from the Company a number of shares of Common Stock equal to the Purchase Amount divided by the Liquidity Price, as defined herein.

4. Dissolution Event

If a Dissolution Event occurs before the termination of this SAFE, the Company shall pay an amount equal to the Purchase Amount to the Investor immediately prior to, or concurrent with, the consummation of the Dissolution Event, subject to priority rights of creditors and other shareholders as required by applicable law.

5. Termination

This SAFE will terminate upon either issuance of shares to the Investor pursuant to an Equity Financing or Liquidity Event, or payment of amounts due under a Dissolution Event, whichever occurs first.

6. Representations and Warranties

Each party represents and warrants that it has full power and authority to enter into this Agreement, that this Agreement constitutes a valid and binding obligation enforceable against it in accordance with its terms, and that entering into this Agreement does not violate any applicable laws or agreements.

7. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein, without regard to its conflict of law principles.

8. No Rights as Shareholder

The Investor does not have any rights as a shareholder of the Company by virtue of this SAFE, including voting rights or rights to dividends, until shares are issued upon conversion or payment as set forth herein.

9. Amendment and Waiver

Any term of this SAFE may be amended or waived only with the written consent of the Company and the Investor.

10. Notices

All notices or other communications required or permitted under this Agreement shall be in writing and shall be deemed given when delivered personally, sent by recognized overnight courier, or sent by email with confirmed receipt to the addresses specified by the parties.

11. Entire Agreement

This Agreement constitutes the entire agreement between the parties relating to the subject matter hereof and supersedes all prior agreements and understandings.

12. Counterparts

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

13. Severability

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

14. No Assignment

Neither party may assign this Agreement without the prior written consent of the other party, except to a successor entity in the case of merger or sale of substantially all assets.

15. Taxes

Each party shall be responsible for its own taxes arising from the transactions contemplated herein according to Canadian tax laws.

16. Confidentiality

The terms of this SAFE and any information exchanged in connection with it shall be kept confidential except as required by law or agreed in writing.

17. Further Assurances

Each party agrees to execute and deliver all documents and take all actions necessary to carry out the intent of this Agreement.

18. No Publicity

Neither party shall make any public announcement or disclosure regarding this Agreement without prior written consent of the other party, except as required by law.

19. Relationship of Parties

Nothing in this Agreement shall be deemed to create a partnership, joint venture, or agency relationship between the

parties.

20. Survival

The provisions of this Agreement that by their nature should survive termination shall survive termination or expiration hereof.

INVESTOR'S SIGNATURE

COMPANY'S SIGNATURE

Signature: _____

Signature: _____

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