

THIS INSTRUMENT HAS BEEN ISSUED PURSUANT TO SECTION 4(A)(6) OF THE SECURITIES ACT OF 1933, AS AMENDED (THE “**SECURITIES ACT**”), AND NEITHER IT NOR ANY SECURITIES ISSUABLE PURSUANT HERETO HAVE BEEN REGISTERED UNDER THE SECURITIES ACT OR THE SECURITIES LAWS OF ANY STATE. THESE SECURITIES MAY NOT BE OFFERED, SOLD OR OTHERWISE TRANSFERRED, PLEDGED OR HYPOTHECATED EXCEPT AS PERMITTED BY RULE 501 OF REGULATION CROWDFUNDING UNDER THE SECURITIES ACT AND APPLICABLE STATE SECURITIES LAWS OR PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT OR EXEMPTION THEREFROM. THE SECURITIES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SEC, ANY STATE SECURITIES COMMISSION OR OTHER REGULATORY AUTHORITY, NOR HAVE ANY OF THE FOREGOING AUTHORITIES PASSED UPON THE MERITS OF THIS OFFERING OR THE ADEQUACY OR ACCURACY OF THE SUBSCRIPTION AGREEMENT OR ANY OTHER MATERIALS OR INFORMATION MADE AVAILABLE TO INVESTOR IN CONNECTION WITH THIS OFFERING. ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL.

IF THE INVESTOR LIVES OUTSIDE THE UNITED STATES, IT IS THE INVESTOR’S RESPONSIBILITY TO FULLY OBSERVE THE LAWS OF ANY RELEVANT TERRITORY OR JURISDICTION OUTSIDE THE UNITED STATES IN CONNECTION WITH ANY PURCHASE OF THE SECURITIES, INCLUDING OBTAINING REQUIRED GOVERNMENTAL OR OTHER CONSENTS OR OBSERVING ANY OTHER REQUIRED LEGAL OR OTHER FORMALITIES. THE COMPANY RESERVES THE RIGHT TO DENY THE PURCHASE OF THE SECURITIES BY ANY FOREIGN INVESTOR.

TWENTY-SECOND CENTURY DORA TECHNOLOGY HOLDINGS, INC.
SAFE
(Simple Agreement for Future Equity)

THIS CERTIFIES THAT in exchange for the payment by [Investor Name] (the “**Investor**” and together with all other SAFE holders, the “**Investors**”) of \$[] (the “**Purchase Amount**”) on or about [Date of SAFE], Twenty-Second Century Dora Technology Holdings, Inc., a Delaware corporation (the “**Company**”, hereby issues to the Investor the right (the “**Right**”) to acquire if and when issued by the Company in a Token Generation Event (as defined below), a number of tokenized shares of the Company’s Series A Non-Voting Preferred Stock, par value \$0.0001 (the “**Non-Voting Preferred Stock**”) equal to the Token Amount (as defined below), with each such share of Non-Voting Preferred Stock in uncertificated digitized form, that is compliant with ERC-20 standard (or any other standard that the Company may elect in its sole discretion) (the “**DORA Token**” or “**Token**”), subject to the terms and conditions set forth in this instrument, as may be amended, restated a/or modified from time to time in accordance with the provisions hereunder (this “**SAFE**”). “**Token Generation Event**” means the bona fide issuance of the Tokens to the Investors. See Section 3 for additional defined terms.

Effective Date:	[Insert date of SAFE]
SAFE Unit Price:	\$3.29
Purchase Commitment Currency:	United States Dollars
Purchase Amount:	[Insert total purchase amount]
Token Amount:	[=Purchase Amount/SAFE Unit Price]

1. Events

(a) **Token Generation Event.** The Company will use its commercially reasonable efforts to cause the Token Generation Event to occur. In the event that the Token Generation Event occurs, the Tokens will be minted and delivered

to Purchaser to a wallet address created by Investor on the Securitize Platform and the SAFE will immediately terminate in accordance with [Section 1\(c\)](#) herein.

In connection with the issuance of such Tokens to the Investor, pursuant to this [Section 1\(a\)](#), the Investor shall (i) execute and deliver to the Company all transaction documents related to the Token Generation Event, including a proxy agreement, in the form of Exhibit A attached hereto, appointing the Intermediary as its irrevocable proxy with respect to any matter to which Token holders are entitled to vote by law. Entering into such proxy agreement is a condition of receiving the Tokens and such agreement provides that the Intermediary will vote with the majority of the holders of Preferred Stock of the Company’s Capital Stock on any matters to which the proxy agreement applies; and (ii) Investor will provide to the Company a network address by creating an account on the Securitize Platform to which Investor’s Tokens will be delivered.

If the Token Generation Event does not occur, Investor will not receive any refund or return of the Purchase Amount, *provided* the Investor will continue to retain its rights in the event of a Liquidity Event ([Section 1\(b\)](#)) or Dissolution Event ([Section 1\(c\)](#)).

(b) **Liquidity Event.** If there is a Liquidity Event before the termination of this instrument in accordance with [Section 1\(c\)](#) the Investor will, at its option, either (i) receive a cash payment equal to the Purchase Amount or (ii) automatically receive from the Company a number of shares of Common Stock equal to the Purchase Amount divided by the Liquidity Price, if the Investor fails to select the cash option. In connection with this [Section 1\(b\)](#), the Purchase Amount will be due and payable by the Company to the Investor immediately prior to, or concurrent with, the consummation of the Liquidity Event. If there are not enough funds to pay the Investor and holders of other SAFEs (collectively, the “**Cash-Out Investors**”) in full, then all of the Company’s available funds will be distributed with equal priority and pro rata among the Cash-Out Investors in proportion to their Purchase Amounts.

(c) **Dissolution Event.** If there is a Dissolution Event before this instrument expires or terminates, the Company will pay an amount equal to the Purchase Amount, due and payable to the Investor immediately prior to, or concurrent with, the consummation of the Dissolution Event. The Purchase Amount will be paid prior and in preference to any distribution of any of the assets of the Company to holders of outstanding Capital Stock by reason of their ownership thereof. If immediately prior to the consummation of the Dissolution Event, the assets of the Company legally available for distribution to the Investor and all holders of all other SAFEs (the “**Dissolving Investors**”), as determined in good faith by the Company’s board of directors, are insufficient to permit the payment to the Dissolving Investors of their respective Purchase Amounts, then the entire assets of the Company legally available for distribution will be distributed with equal priority and *pro rata* among the Dissolving Investors in proportion to the Purchase Amount they would otherwise be entitled to receive pursuant to this [Section 1\(c\)](#).

(d) **Restrictions on Transferability.** All Tokens acquired pursuant to this SAFE will be subject to the restrictions on transferability and resale described in the Offering Memorandum and inherent to Rule 501 of Regulation Crowdfunding, both of which are incorporated herein by reference.

(e) **Required Withdrawal.** The Company shall be authorized to terminate this instrument and refund the Purchase Amount to the Investor if in the sole discretion of the Company: (i) this instrument would be or reasonably likely to be in violation of the securities laws or regulations of the United States, or other jurisdiction applicable to the Company or Investor, or (ii) this instrument causes or would reasonably likely to cause, extraordinary expense, substantial additional obligations or a material adverse effect on the Company or Investor, as determined in the sole discretion of the Company. Following the execution of this instrument, the Company may take additional steps or request additional information to verify the accuracy of the representations and warranties made in Section 4 below. In the event that the Company, in its sole discretion, is unable to verify the accuracy of the such information, the Company shall be authorized to terminate this instrument and refund the Purchase Amount to the Investor.

(f) **Termination.** This instrument will expire and terminate (without relieving the Company of any obligations arising from a prior breach of or non-compliance with this instrument) upon either (i) the issuance of Tokens to the Investor pursuant to Section 1(a); or (ii) the payment of amounts due the Investor pursuant to Section 1(b) or Section 1(c). Notwithstanding the foregoing, the provisions of Sections 5, 6 and 7 of this instrument shall survive and not terminate.

2. **Payment and Rights**

(a) In consideration for the grant of the right by the Company to Investor, each Investor will pay the Purchase Amount to the Company. The Purchase Amount shall be deemed prepayment for the issuance of the Non-Voting Preferred Stock associated with Tokens to be issued pursuant to this SAFE.

(b) The Company will accept payment for the Right in U.S. Dollars.

(c) Upon receipt of payment and distribution of the Tokens to the Investors, the Tokens will have the following rights, as memorialized in a Certificate of Designation filed with the state of Delaware: (I) to annual noncumulative dividends at the discretion of the Company's board of directors; (II) to be redeemed by the Company, if permissible, for either (A) the fair market value (if any) as determined in good faith by an independent third-party valuation firm or (B) if no fair market value is determinable at such time, \$6.58 per Token, (III) liquidation preferences equal to \$0.10 per Token plus any declared but unpaid dividends; and (IV) unaudited financial statements of the Company no later than forty-five (45) days following the close of each fiscal year and quarterly non-financial updates on the Company, (together, the "**Token Rights**"). The Tokens will not have any voting rights unless otherwise required under Delaware law.

3. **Definitions**

"**Capital Stock**" means the capital stock of the Company, including, without limitation, the "**Common Stock**" and "**Preferred Stock**".

"**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.

"**Common Stock**" means common stock, par value \$0.0001 per share, of the Company.

"**Dissolution Event**" means (i) a voluntary termination of operations, (ii) a general assignment for the benefit of the Company's creditors, (iii) a Change of Control, (iv) an Initial Public Offering, or (v) any other liquidation, dissolution or winding up of the Company, whether voluntary or involuntary.

"**Disqualified Jurisdiction**" means the Balkans, Belarus, Burma, Cote D'Ivoire (Ivory Coast), Cuba, Democratic Republic of Congo, Iran, Iraq, Liberia, North Korea, Sudan, Syria, and Zimbabwe or any other country or territory that is the subject of country-wide or territory-wide sanctions.

"**Initial Public Offering**" means the closing of the Company's first firm commitment underwritten initial public offering of Common Stock pursuant to a registration statement filed under the Securities Act.

"**Liquidity Capitalization**" means the number, as of immediately prior to the Liquidity Event, of shares of the Company's capital stock (on an as-converted basis) outstanding, assuming exercise or conversion of all outstanding vested and unvested options, warrants and other convertible securities, but excluding: (i) shares of Common Stock reserved and available for future grant under any equity incentive or similar plan; (ii) any SAFEs; and (iii) convertible promissory notes.

"**Liquidity Event**" means a Change of Control or an Initial Public Offering.

"**Liquidity Price**" means the quotient arrived at by dividing (A) (i) the price per share offered to stockholders of the Company in a Change of Control, or (ii) the actual price per share at which the Company's shares are offered to the public in an Initial Public Offering, by (B) the Liquidity Capitalization.

"**Maximum Raise Amount**" means \$1,069,996.83 under Reg CF.

"**Offering End Date**" means December 31, 2019.

"**Offering Memorandum**" means the Company's Offering Statement on Form C and exhibits thereto, initially dated August 2, 2019, regarding the Tokens.

"**Offering Memorandum Token Terms and Conditions**" means the rights, powers, and preferences and restrictions and limitations thereon, of the Non-Voting Preferred Stock associated with the Tokens described in the Offering Memorandum, which is incorporated herein by reference.

"**Platform**" means OpenDeal Portal LLC dba "Republic".

"**Preferred Stock**" means preferred stock, par value \$0.0001 per share, of the Company.

"**Prohibited Person**" has the meaning set forth in Section 4(k).

"**SAFE Unit Price**" means the dollar value per Token as set forth on the first page hereof.

"**Securitize Platform**" means the online tokenization platform for digital securities issuance and management hosted by Securitize Inc. at <https://www.securitize.io/>.

"**Target CF Minimum**" shall mean \$99,999.55 raised via Regulation CF.

"**Token Amount**" the quotient of the Purchase Amount divided by the SAFE Unit Price.

3. **Company Representations**

(a) 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.

(b) To the knowledge of the Company, the execution, delivery and performance by the Company of this instrument 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 (or the Tokens to be delivered), has been duly authorized by all necessary actions on the part of the

Company. This instrument 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 indenture 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) To the knowledge of the Company, the performance and consummation of the transactions contemplated by this instrument 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 indenture 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 material permit, license or authorization applicable to the Company, its business or operations.

(d) To the knowledge of the Company, no consents or approvals are required in connection with the performance of this instrument, 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 Capital Stock associated with the Tokens and issuable pursuant to Section 1(a).

(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 conflicts with, or an infringement of, the rights of others. The DORA Token is not necessarily a proprietary trade name of the Company.

(f) THE COMPANY MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE TOKENS, INCLUDING ANY (i) WARRANTY OF MERCHANTABILITY; (ii) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; OR (iii) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE. EXCEPT AS EXPRESSLY SET FORTH HEREIN, INVESTOR ACKNOWLEDGES THAT IT HAS NOT RELIED UPON ANY REPRESENTATION OR WARRANTY MADE BY THE COMPANY, OR ANY OTHER PERSON ON THE COMPANY'S BEHALF.

(g) The Company or a duly authorized Affiliate of the Company shall be solely responsible for the transfer of Tokens to the Investor.

(h) The Company is (i) not required to file reports pursuant to section 13 or section 15(d) of the Securities Exchange Act of 1934 (the "Exchange Act"), (ii) not an investment company as defined in section 3 of the Investment Company Act of 1940, and is not excluded from the definition of investment company by section 3(b) or section 3(c) of such Act, (iii) not disqualified from selling securities under Rule 503(a) of Regulation CF, (iv) not barred from selling securities under §4(a)(6) due to a failure to make timely annual report filings, (v) not planning to engage in a merger or acquisition with an unidentified company or companies, and (vii) organized under, and subject to, the laws of a state or territory of the United States or the District of Columbia.

4. *Investor Representations*

(a) The Investor has full legal capacity, power and authority to execute and deliver this instrument and to perform its obligations hereunder. This instrument 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.

(b) The Investor has such knowledge and experience in financial and business matters that the Investor is capable of evaluating the merits and risks of this investment. The Investor understands and acknowledges that the Company has no operations or financial history, the Company may not generate any revenue or become profitable for several years, if ever, and that an investment in the Company is highly speculative and involves substantial risks. The Investor can bear the economic risk of Investor's entire investment and is able, without impairing the Investor's financial condition, to hold the SAFE for an indefinite period of time and to suffer a complete loss of the Investor's investment

(c) The Investor has made its own investigation and evaluation of this SAFE and the Tokens, including the risks involved in an investment in this SAFE and the Tokens. In making such investigation and evaluation, Investor has been provided with, and has carefully reviewed, the Offering Memorandum, including the information under the caption "*Risk Factors*," therein, and has consulted with his, her or its own legal, financial and tax advisors as to the merits and risks of an investment in the SAFE and the Tokens.

(d) The Investor has read each of the representations, warranties, acknowledgments, confirmations and agreements contained in the Offering Memorandum and understands, and agrees, that Investor is deemed to have made such representations, warranties, acknowledgments, confirmations and agreements for the benefit of the Company under this SAFE.

(e) The Investor is not a resident of or is domiciled in any Disqualified Jurisdiction or purchasing the Tokens from a location in any Disqualified Jurisdiction.

(f) The Investor acknowledges they shall have limited voting, information and inspection rights.

(g) The Investor has not relied on any representations or warranties made by the Company outside of this instrument and the Offering Memorandum, including, but not limited to, conversations of any kind, whether through oral or electronic communication. The Investor represents that it has adequate information on which to base its decision to purchase Tokens through this instrument.

(h) The Investor understands that no federal or state agency or any other governmental authority has passed on or made any recommendation or endorsement of this agreement or the Tokens or the fairness or suitability of this investment, nor has any governmental authority passed upon or endorsed the merits of this offering.

(i) The Investor's entry into this instrument complies with applicable laws and regulations in the Investor's jurisdiction.

(j) The Investor understands that the Investor bears sole responsibility for any taxes as a result of the matters and transactions that are the subject of this instrument, and any future acquisition, ownership, use, sale or other disposition of Tokens held by the Investor. To the extent permitted by law, the Investor agrees to indemnify, defend and hold the Company or any of its affiliates, employees or agents (including developers, auditors, contractors or founders) harmless for any claim, liability, assessment or penalty with respect to any taxes (other than any net income taxes of the Company that result from the delivery of Tokens to the Investor pursuant to this instrument) associated with or arising from the Investor's purchase of Tokens hereunder, or the use or ownership of Tokens.

(k) The Investor is not a Prohibited Person meaning that (i) a citizen or resident of a geographic area in which use of cryptographic tokens is prohibited by applicable law, decree, regulation, treaty, or administrative act; (ii) a citizen or resident of, or located in, a geographic area that is subject to U.S. or other applicable sanctions or embargoes; or (iii) an individual, or an individual employed by or associated with an entity, that is identified on the U.S. Department of Commerce's Denied Persons or Entity List, or the U.S. Department of Treasury's Specially Designated Nationals or Blocked Persons Lists, or the U.S. Department of State's Debarred Parties List or the sanctions lists adopted by the United Nations and the European Union to such extent such sanctions are extended by the UK Government to its Overseas Territories, as such lists may be amended from time to time; or (iv) a person who acts, directly or indirectly, for a senior foreign political figure, any member of a senior foreign political figure's immediate family or any close associate of a senior foreign political figure, unless the Company, after being specifically notified by the Investor in writing that it is such a person, conducts further due diligence, and determines that the purchase is permitted. If Investor's country of residence or other circumstances change such that the above representations are no longer accurate, the Investor will immediately notify Company.

(l) The Investor will not use the Tokens in connection with any activity that violates applicable laws in any relevant jurisdiction, including, but not limited to, use of the Tokens in connection with transactions that violate U.S. federal or state securities or commodity laws.

(m) No person or entity that controls, is controlled by or under common control with, the Investor is a Prohibited Person.

(n) No person having any direct or indirect beneficial interest in the Investor (each, a "**Beneficial Owner**") is a Prohibited Person.

(o) To the extent the Investor has any Beneficial Owners, (i) it has carried out thorough due diligence to establish the identities of those beneficial owners; (ii) it holds the evidence of those identities and status and will maintain all of that evidence for at least five years; and (iii) it will make available that evidence and any additional evidence that the Company may require upon request in accordance with applicable regulations.

(p) The Investor acknowledges to the Company that if any of the representations and warranties in the preceding clause ceases to be true or if the Company no longer reasonably believes that it has satisfactory evidence as to their truth, despite any other agreement to the contrary, the Company may, in accordance with applicable regulations, be obligated to do one or more of the following: (i) to take certain actions relating to the Investor's purchase of Tokens; (ii) to report that action; and (iii) to disclose the Investor's identity to a governmental, regulatory or other authority.

(q) If the Company is required to take any of the actions referred to in the preceding clause, the Investor understands, and agrees with the Company, that it has no claim against the Company, and its affiliates, directors, members, partners, shareholders, officers, employees and agents for any of damages as a result of any of those actions.

(r) The funds that Investor uses to purchase Tokens are not derived from or related to any unlawful activities, including but not limited to money laundering or terrorist financing, and Investor will not use Tokens to finance, engage in, or otherwise support any unlawful activities. All payments by Investor under this instrument will be made only in Investor's name, from a digital wallet or bank account held in Investor's name and under Investor's control, and not located in a country or territory that has been designated as a "non-cooperative country or territory" by the Financial Action Task Force, and is not a "foreign shell bank" within the meaning of the U.S. Bank Secrecy Act (31 U.S.C. § 5311 et seq.), as amended, and the regulations promulgated thereunder by the Financial Crimes Enforcement Network, as such regulations may be amended from time to time.

(s) The Investor will at all times maintain control of the Investor's wallet where any Tokens are stored, and the Investor will not share or disclose the account credentials associated with such wallet with any other party. If the Investor transfers Tokens into another wallet or vault, the Investor will likewise at all times maintain control of such other wallet or vault, and will not share or disclose the account credentials associated with such other wallet or vault with any other party.

(t) The Investor understands and expressly accepts that the Tokens have been created and will be delivered to the Investor at the sole risk of the Investor on an "AS IS" and "UNDER DEVELOPMENT" basis. The Investor understands and expressly accepts that the Investor has not relied on any representations or warranties made by the Company outside of this instrument, including, but not limited to, conversations of any kind, whether through oral or electronic communication, or any white paper. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE INVESTOR ASSUMES ALL RISK AND LIABILITY FOR THE RESULTS OBTAINED BY THE USE OF ANY TOKENS AND REGARDLESS OF ANY ORAL OR WRITTEN STATEMENTS MADE BY THE COMPANY, BY WAY OF TECHNICAL ADVICE OR OTHERWISE, RELATED TO THE USE OF THE TOKENS.

(u) THE INVESTOR EXPRESSLY REPRESENTS AND WARRANTS THEIR UNDERSTANDING THAT THIS INSTRUMENT OR ANY TOKENS RESULTING FROM SAID INSTRUMENT MAY NOT BE OFFERED, SOLD OR OTHERWISE TRANSFERRED, PLEDGED OR HYPOTHECATED EXCEPT AS PERMITTED BY RULE 501 OF REGULATION CROWDFUNDING UNDER THE SECURITIES ACT AND APPLICABLE STATE SECURITIES LAWS OR PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT OR EXEMPTION THEREFROM.

5. *Limitations on Liability*

(a) THE COMPANY'S AGGREGATE LIABILITY ARISING OUT OF RELATED TO THIS SAFE, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT OR OTHERWISE, WILL NOT EXCEED THE TOTAL OF THE AMOUNTS PAID TO THE COMPANY UNDER THE SALE.

(b) NEITHER TO COMPANY NOR ITS DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS SHALL BE LIABLE FOR ANY SPECIAL, EXEMPLARY, PUNITIVE, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OR LOST REVENUES, LOST PROFITS OR DIMINUTION IN VALUE OR ANY OTHER SIMILAR DAMAGES OR LOSSES, IN EACH CASE ARISING OUT OF, RELATING TO OR RESULTING FROM THIS SAFE.

(c) NO RECOURSE UNDER OR UPON ANY OBLIGATION, COVENANT OR AGREEMENT CONTAINED IN THIS SAFE SHALL BE HAD AGAINST ANY PAST, PRESENT OR FUTURE STOCKHOLDER, OFFICER, DIRECTOR OR EMPLOYEE, AS SUCH, OF THE COMPANY OR OF ANY SUCCESSOR, EITHER DIRECTLY OR THROUGH THE COMPANY OR ANY SUCCESSOR, UNDER ANY RULE OF LAW, STATUTE OR CONSTITUTIONAL PROVISION OR BY THE ENFORCEMENT OF ANY ASSESSMENT OR BY ANY LEGAL OR EQUITABLE PROCEEDING OR OTHERWISE, ALL SUCH LIABILITY BEING, BY ACCEPTANCE HEREOF AND AS PART OF THE CONSIDERATION OF THE SALE OF THE SAFE BY THE COMPANY TO INVESTOR, EXPRESSLY WAIVED AND RELEASED.

6. *Miscellaneous*

(a) Any provision of this instrument may be amended, waived or modified only upon the written consent of the Company and the Investor or upon the written consent of the Company and a majority of the Investors in the Company's SAFEs, determined with reference to Purchase Amounts.

(b) Any notice required or permitted by this instrument 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, or upon confirmation of receipt if sent via email, 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 Company will treat this instrument as a prepaid forward contract for U.S. federal, state and local income tax purposes, and will not take any position on any tax return, report, statement or other tax document that is inconsistent with such treatment.

(d) The Investor is not entitled, as a holder of this instrument, to vote or receive dividends or be deemed the holder of Capital Stock for any purpose, nor will anything contained herein be construed to confer on the Investor, as such, any of the rights of a stockholder of the 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.

(e) Neither this instrument nor the rights contained herein may be assigned, by operation of law or otherwise, by either party without the prior written consent of the other; *provided, however*, that this instrument and/or the rights contained herein may be assigned without the Company's consent by the Investor 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 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 instrument in whole, without the consent of the Investor, in connection with a reincorporation to change the Company's domicile.

(f) In the event any one or more of the provisions of this instrument 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 instrument operate or would prospectively operate to invalidate this instrument, 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 instrument and the remaining provisions of this instrument will remain operative and in full force and effect and will not be affected, prejudiced, or disturbed thereby.

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

(h) Any dispute, controversy or claim arising out of, relating to or in connection with this instrument, including the breach or validity thereof, shall be determined by final and binding arbitration administered by the American Arbitration Association (the "AAA") under its Commercial Arbitration Rules and Mediation Procedures ("*Commercial Rules*"). The award rendered by the arbitrator shall be final, non-appealable and binding on the parties and may be entered and enforced in any court having jurisdiction. There shall be one arbitrator agreed to by the parties within twenty (20) days of receipt by respondent of the request for arbitration or, in default thereof, appointed by the AAA in accordance with its Commercial Rules. The place of arbitration shall be San Francisco, California. Except as may be required by law or to protect a legal right, neither a party nor the arbitrator may disclose the existence, content or results of any arbitration without the prior written consent of the other parties.

(j) Each Investor, by providing his or her name, and subscription amount, confirms such investment through the Platform and has signed this SAFE electronically. Investor agrees that his or her electronic signature is the legal equivalent of his or her manual signature on this SAFE. By confirming, the Investor consents to be legally bound by the SAFE's terms and conditions, and to the terms and conditions of subscription established by the Platform. All Investors will be processed via Regulation CF. Investments may be accepted up to the Maximum Raise Amount up until the Offering End Date.

(k) For U.S. federal, state and local income tax purposes, each of the Company and the Purchaser agree to treat this agreement as a contract for the purchase of Tokens, and will not take any position on any tax return, report, statement or other tax document that is inconsistent with such treatment, unless a contrary tax treatment is otherwise determined by the Company, any applicable tax authority or a court of competent jurisdiction.

(l) The Company shall not be liable or responsible to the Investor, nor be deemed to have defaulted under or breached this instrument, for any failure or delay in fulfilling or performing any term of this instrument, including without limitation, conducting the Token Generation Event or distributing Tokens, when and to the extent such failure or delay is caused by or results from acts beyond the affected party's reasonable control, including, without limitation: (a) acts of God; (b) flood, fire, hurricane, earthquake or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, or other civil unrest; (d) Law; or (e) action by any Governmental Authority. There is no guarantee that the Company will be successful at developing the Tokens. A state or country could prohibit the commercial or non-commercial use of the cryptographic methods necessary to the release of the Tokens. Any of these negative outcomes may lead the Company to forgo its plan release the Tokens. As a result, the Company may be unable to deliver Tokens pursuant to this agreement or reimburse the Purchase Amount received under this agreement.

(Signature page follows)

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

**TWENTY-SECOND CENTURY
DORA TECHNOLOGY HOLDINGS, INC.**

By: Jiannan Zhang
Its: Chief Executive Officer, and Secretary

Address: _____

Email: _____

Dated accepted by the Company: _____

INVESTOR:

By: _____

Name: _____

Title: _____

Address: _____

Email: _____

Date accepted by the Investor: _____

Exhibit A – Token Proxy

Irrevocable Proxy

Reference is hereby made to a certain Simple Agreement for Future Equity (the “*Crowd SAFE*”) dated \$crowd_safe_date\$ between \$issuer\$, a Delaware corporation (the “*Company*”) and \$investor_name\$ (“*Token holder*”). In connection with a conversion of Token holder’s investment in the SAFE into Non-Voting Preferred Stock Tokens (as defined in the SAFE) pursuant to the SAFE, the Token holder and Open Deal Portal LLC (the “*Intermediary*”) as another holder of Series A Non-Voting Preferred Stock Tokens hereby agree as follows:

1. Grant of Irrevocable Proxy.

- (a) With respect to all of the shares of Non-Voting Preferred Stock owned by the Token holder as of the date of this irrevocable proxy or any subsequent date (the “*Tokens*”), Token holder hereby grants to Intermediary an irrevocable proxy under Section 212 of the Delaware General Corporation Law to vote the Tokens in any manner that the Intermediary may determine in its sole and absolute discretion. For the avoidance of doubt, the Intermediary, as the holder (“*Holder*”) of the irrevocable proxy (rather than the Token holder) will vote the Tokens with respect to all shareholder meetings and other actions (including actions by written consent in lieu of a meeting) on which holders of Tokens may be entitled to vote. The Intermediary hereby agrees to vote all Tokens consistently with the majority of the preferred stock on which the Token series is based. This proxy revokes any other proxy granted by the Token holder at any time with respect to the Shares.
- (b) The Intermediary shall have no duty, liability or obligation whatsoever to the Token holder arising out of the Intermediary’s exercise of this irrevocable proxy. The Token holder expressly acknowledges and agrees that (i) the Token holder will not impede the exercise of the Intermediary’s rights under this irrevocable proxy and (ii) the Token holder waives and relinquishes any claim, right or action the Token holder might have, as a Token holder of the Company or otherwise, against the Intermediary or any of its affiliates or agents (including any directors, officers, managers, members, and employees) in connection with any exercise of the irrevocable proxy granted hereunder.
- (c) This irrevocable proxy shall expire as to those Tokens on the earlier of (i) the date that such Tokens are converted into Common Stock of the Company or (ii) the date that such Tokens are converted to cash or a cash equivalent but shall continue as to any Tokens not so converted.

2. Legend. The Token holder agrees to permit an appropriate legend on any transfer books or related documentation of ownership reflecting the grant of the irrevocable proxy contained in the foregoing Section 1.

3. Representations and Warranties. The Token holder represents and warrants to the Intermediary as follows:

- (a) The Token holder has the all necessary rights, power and authority to execute, deliver and perform his obligations under this irrevocable proxy. This irrevocable proxy has been duly executed and

delivered by the Token holder and constitutes such Token holder's legal and valid obligation enforceable against the Token holder in accordance with its terms.

- (b) The Token holder is the record owner of the Tokens listed under the name on this Appendix A and the Token holder has plenary voting and dispositive power with respect to such Tokens; the Token holder owns no other shares of the capital stock of the Company; there are no proxies, voting trusts or other agreements or understandings to which such Token holder is a party or bound by and which expressly require that any of the Tokens be voted in any specific manner other than pursuant to this irrevocable proxy; and the Token holder has not entered into any agreement or arrangement inconsistent with this irrevocable proxy.

4. Equitable Remedies. The Token holder acknowledges that irreparable damage would result if this irrevocable proxy is not specifically enforced and that, therefore, the rights and obligations of the Intermediary may be enforced by a decree of specific performance issued by arbitration pursuant to the Crowd SAFE, and appropriate injunctive relief may be applied for and granted in connection therewith. Such remedies shall, however, not be exclusive and shall be in addition to any other remedies that the Intermediary may otherwise have available.

5. Defined Terms. All terms defined in this irrevocable proxy shall have the meaning defined herein. All other terms will be interpreted in accordance with the Crowd SAFE.

6. Amendment. Any provision of this instrument may be amended, waived or modified only upon the written consent of the (i) the Token holder and (ii) the Intermediary.

7. Assignment.

- (a) In the event the Token holder wishes to transfer, sell, hypothecate or otherwise assign any Tokens, the Token holder hereby agrees to require, as a condition of such action, that the counterparty or counterparties thereto must enter into a proxy agreement with the Intermediary substantially identical to this irrevocable proxy.
- (b) The Intermediary may transfer its rights as Holder under this instrument after giving prior written notice to the Token holder.

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

(Signatures page follows)

INTERMEDIARY:

OpenDeal Portal LLC d/b/a Republic:

By: _____

Its: Chief Compliance Officer

INVESTOR:

By: _____

Name: _____

Title: _____

EXHIBIT E

TERMS AND CONDITIONS OF DORAHACKS PREFERRED EQUITY TOKEN

The following terms and conditions (the “*Terms*”) set forth the rights, preferences, powers, and restrictions and limitations thereon to be attached to DoraHacks’ Tokens (the “*DORA Tokens*” or the “*Tokens*”) if, as and when issued by Twenty-Second Century Dora Technology Holdings, Inc. (the “*Company*”) pursuant to the Simple Agreement for Future Equity with respect to the Tokens to be entered into between the Company and certain qualified purchasers, as may be amended, restated and/or otherwise modified from time to time (the “*SAFE*”). If the Tokens are issued in the future, a Certificate of Designation will be filed with the Delaware Secretary of State as part of the Company’s Certificate of Incorporation reflecting the Token Terms and Conditions.

1. Designation and Number of Tokens. There shall be a series of non-voting Preferred Stock that shall be designated as “Series A Non-Voting Preferred Stock” and the number of authorized tokenized shares in uncertificated form constituting such series shall be 3,184,713.

2. Ranking. Each Token shall be identical in all respects to every other Token, and shall, with respect to dividend rights, distribution of assets upon liquidation, dissolution and winding up of the Company, rank senior to all classes of the Company’s common stock and any class or series of preferred stock established after the date of issuance of the Tokens, except for any class or series of preferred stock designated as senior to or *pari passu* with the Tokens (in which case, such class or series of preferred stock shall rank as so designated).

3. Dividends.

A. Board Approval. If, as and when determined by the Company’s board of directors (the “*Board*”), noncumulative dividends may be declared and paid (subject to Section 3.B) on the Tokens on an annual basis (each, a “*Dividend*”). Payment of a Dividend will be subject to any preferential dividend or other rights of any then outstanding preferred stock.

B. Available Funds. Dividends (i) may only be declared on a Dividend Declaration Date (as defined below) and paid out of funds lawfully available therefor.

C. Dividend Amount and Payment Dates. The Board intends that Dividends, if any, will be declared on the last day of the first month after the end of each fiscal year (each, a “*Dividend Declaration Date*”) If, as and when a Dividend is declared by the Company’s Board on a Dividend Declaration Date, the dividend amount will be determined (the “*Dividend Amount*”).

D. Payment Dates. If, as and when a Dividend is declared, the Dividend Amount shall be paid within five calendar days of the Dividend Declaration Date, *pro rata* to the Token holders.

If any Dividend payment date is not a day other than a Saturday, Sunday or other day on which commercial banks in New York, New York are authorized or required by law to close (a “*Business Day*”), the applicable payment shall be due on the next succeeding Business Day.

E. Currency Payments. Each Dividend will generally be paid in U.S. dollars or Bitcoin with such payment method selected by the Company in its sole discretion. The Company will be permitted to pay each Dividend in one or any combination of the foregoing methods.

F. Required Lock-Up. Dividends will be paid only on Tokens that have been rendered non-transferable by their respective holders from the first day of the fiscal year for which a Dividend Amount is calculated to the last day of that year.

G. Mechanics. If, as and when declared, Dividends will be paid on a pro rata basis to Token holders eligible to participate in the applicable Dividend and the holders of any class or series of preferred stock ranking *pari passu* with the Tokens as to the payment of Dividends. The method to be used for delivery of each Dividend will be determined at the time the Dividend is made.

4. Transfer. Token holders that initially receive the Tokens pursuant to Regulation CF will be subject to a 12-month lock-up period (the “*Lock-Up*”), during which the Tokens will be entirely non-transferable or re-sellable. The transfer restrictions applicable to the Tokens, are set forth on the legends applicable to such Tokens.

In any case, Tokens holders will not be able to transfer their Tokens until the Company designates a Secondary Market (as defined below) or explicitly authorizes peer-to-peer transfers. Peer-to-peer transfers will not be permitted unless Token holders are notified otherwise by the Company and informed of the requirements and conditions to do so.

All potential purchasers of the Tokens will need to verify their status and complete requisite know-your-customer and anti-money laundering checks on a Secondary Market (as defined below) before they are permitted to acquire Tokens.

5. Redemption.

A. Optional Redemption. The Company shall have the right to redeem any or all of the Tokens, at any time, by giving notice of such redemption by either mailing or electronic communication (such as email, through website etc.) notice to the Token holders or by press release or other public announcement. If notice is given by public announcement, by press release or otherwise, such notice shall be effective as of the date of such announcement, regardless of whether notice is also mailed or otherwise given to Token holders. The redemption price for a Token, if permissible, shall be the greater of either (i) its fair market value (if any) as determined in good faith by the Company’s Board or (ii) if no market value is determinable at such time, USD \$6.58 per Token

(the “**Redemption Price**”). The Redemption Price may be paid in U.S. dollars or Bitcoin. If fewer than all of the outstanding Tokens are to be redeemed at any time, the Company may choose to redeem the Tokens proportionally from all Token holders, or may choose the Tokens to be redeemed by lot or by any other equitable method.

B. **Effectiveness of Redemption.** From and after the redemption date specified in the notice of redemption (the “**Redemption Date**”), if funds necessary for the redemption are lawfully available therefor and have been irrevocably deposited or set aside, such Tokens will no longer be deemed to be outstanding and all rights of the Token holder thereof as a holder of Tokens (except the right to receive from the Company the Redemption Price without interest) shall cease and terminate with respect to such Tokens, provided that if a Token is not redeemed on the Redemption Date for any reason (including without limitation, because the Company is unable to lawfully pay the Redemption Price), such Token will remain outstanding and will be entitled to, without interruption, all of the rights, preferences and powers as provided herein.

6. **Repurchases.** The Company shall have the right from time to time to repurchase Tokens pursuant to purchases effected through any Secondary Market (as defined below).

7. **Liquidation Preference.** In the event of any liquidation, dissolution or winding up of the Company (a “**Liquidation Event**”), Token holders shall be entitled to receive, prior and in preference to any distribution of any assets or funds of the Company to other holders of the Company’s equity (except for any class or series of preferred stock designated to be paid prior to, or concurrently with, the Tokens as to payments in liquidation) by reason of their ownership of such Tokens, an amount per Token for each Token held by them equal to USD \$0.10 per Token plus any declared but unpaid dividends. If upon a Liquidation Event and after the payment or setting aside for payment to the holders of any class or series of preferred stock designated to be paid prior to the Tokens, as to a liquidation preference, the assets of the Company lawfully available for distribution to the holders of Tokens and any class or series of preferred stock designated to be paid concurrently with the Tokens, as to a liquidation preference, are insufficient to permit payment in full to all such holders, then the entire assets of the Company legally available for distribution shall be distributed with equal priority and pro rata among the Token holders and holders of any class or series of preferred stock designated to be paid concurrently with the Tokens, as to a liquidation preference, ratably and in proportion to the full amounts they would otherwise be entitled to receive.

For purposes of this Section 7, the merger or consolidation of the Company with any other company, including a merger in which the holders of Tokens receive cash or property for their Tokens, or the sale of all or substantially all of the assets of the Company, or any other change of control of the Company shall not constitute a Liquidation Event and Token holders shall have no preferential rights connected therewith except to the extent required by applicable law.

8. **Voting Rights.** Except as otherwise required by Delaware law, the Tokens do not have voting rights.

9. **Information Rights.** The Company will make available, in accordance with the notice and delivery procedures contained in Section 14 herein, unaudited financial statements no later than 45 days following the close of each fiscal year and will provide quarterly non-financial updates relating to the operation of the business.

10. **Exclusion of Other Rights.** Except as may otherwise be required by law, the Tokens shall not have any voting powers, preferences and relative, participating, optional or other special rights, other than those specifically set forth in these Terms (as such Terms may be amended from time to time). The Tokens shall have no preemptive or subscription rights.

11. **Headings of Subdivisions.** The headings of the various subdivisions hereof are for convenience of reference only and shall not affect the interpretation of any of the provisions hereof.

12. **Severability of Provisions.** If any rights, preferences, powers or restrictions or limitations of the Tokens set forth herein is found to be invalid, unlawful or incapable of being enforced by reason of any rule of law or public policy, all other rights, preferences, powers and restrictions and limitations of the Tokens set forth herein which can be given effect without the invalid, unlawful or unenforceable rights, preferences, powers and restrictions and limitations thereof shall, nevertheless, remain in full force and effect and no rights, preferences, powers, restrictions and limitations of the Tokens set forth shall be deemed dependent upon any other rights, preferences, powers or restrictions and limitations of the Tokens unless so expressed herein.

13. **Transfer Agent, Registrar, Paying Agent and Exchange.** The Company may in the future appoint, or itself act as, a transfer agent, registrar and paying agent for the Tokens. The Company may appoint a successor to any one or more of such roles (and may remove any such successor in accordance with any agreement with such successor and appoint a new successor). Upon any such removal or appointment, the Company shall provide notice to the holders of the Tokens. To the fullest extent permitted by applicable law, the Company and any future transfer agent may deem and treat the holder of any Tokens as the true and lawful owner thereof for all purposes.

The Company may in the future designate one or more digital tokens exchange or alternative trading systems pursuant to which holders of Tokens may transfer or resell their Tokens (each, a “**Secondary Markets**”). There can be no assurance that any Designated Exchange will be chosen or that all Token holders will have access to a Secondary Market.

14. **Notices.** Except as otherwise set forth herein, all notices, request, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by e-mail of a PDF document (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient; (d) on the third day after the date mailed, by certified or registered mail, return receipt

requested, postage prepaid, or (e) by posting on the Company website: <https://www.dorahacks.com>. Communications under (a), (b), and (d), must be sent (i) to the Company, at its principal executive offices and (ii) to any Token holder, at such holder's address as it appears in the books and records of the Company. Communication under (c) must be sent to (i) the Company's email address as indicated on the its website and (ii) to any Token holder, at such holder's email address as it appears in the books and records of the Company.