

To: [Contact]
[Company Name] (the “Company”)
[Company Address]

[] 2022

Dears Sirs/Madams

Side Letter to the SAFE

We write in connection with the SAFE entered into on the date hereof between Plus Venture Capital I, L.P. (the “Investor”) and the Company (the “SAFE”). Capitalised terms used herein and not otherwise defined have the meaning given to such terms in the SAFE.

In consideration for (and as an integral part of) the Investor entering into the SAFE and agreeing to fund the Purchase Amount, you hereby agree to afford the Investor the following rights:

1. *Participation Rights.* In connection with the Equity Financing, the Company agrees that it will provide the Investor with at least 30 days written notice of any proposed Equity Financing (including the price and terms thereof) and the Investor shall have the right to participate in the Equity Financing, on the same terms as the investors in such round, with an investment amount of at least US\$500,000. The Investor shall have the absolute right to assign such participation rights, in whole or in part, to any of his affiliates or connected persons.
2. *Information Rights.* To the extent that the Company prepares financial statements of it or his subsidiaries, the Company shall deliver to the Investor such financial statements upon request, as soon as practicable, but in any event within 30 days after the end of each of the first three quarters of each financial year of the Company (for quarterly accounts) and within 90 days after the end of each financial year of the relevant company (for the annual accounts). Such financial statements shall be in reasonable detail and prepared on a consistent basis. Additionally, regardless of whether the Company prepares financial statements, the Company shall deliver to the Investor such information relating to the financial condition, business or corporate affairs of it and his subsidiaries as the Investor may from time to time reasonably request. Notwithstanding anything to the contrary in this paragraph, the Company shall not be obligated under this paragraph to provide information that the disclosure of which would adversely affect the attorney-client privilege between such company and his counsel, and the Investor agrees to maintain the confidentiality of all information provided to the Investor under this paragraph and agrees not to use such information other than for a purpose reasonably related to the Investor’s investment in the Company. In addition, the Investor may disclose such information provided it is reasonably necessary in connection with any proposed financing of the Investor, sale of the Investor 's interest in the Company; or sale of all or part of the business of, or the shares in, the Investor.
3. *Most Favoured Nation.* In the event the Company or any of his subsidiaries sells or issues any convertible instruments at any time prior to the earlier of conversion or repayment of the SAFE, the Company shall provide the Investor with written notice of such sale or issuance no later than five days after the closing date thereof, including the price and terms of such convertible instruments (the “Subsequent Instruments”). In the event the Investor determines, in his sole and absolute discretion, that any Subsequent Instrument contains terms more favorable to the holder(s) thereof than the terms set forth in the SAFE (the “Preferred Terms”), the Investor may elect to exchange the SAFE for a

Subsequent Instrument or require that the Company and enter into an amendment to this letter or the SAFE incorporating the Preferred Terms into the SAFE or this letter.

4. *Change of Control.* In the event of a Change of Control prior to the conversion or repayment of the SAFE, the Investor shall be paid an amount equal to the greater of: (a) two times the Purchase Price, and (b) the amount the Investor would have received on the basis that the SAFE had been converted immediately prior to the Change of Control. For the purposes of this paragraph, “**Change of Control**” means where the persons on the date of this letter that hold, directly or indirectly, 100% of the voting rights in the Company and his subsidiaries, whether by or through ownership of shares, securities, partnership or other ownership interests or membership interests, agreement or otherwise, cease to hold, directly or indirectly less than 50% of the voting rights in the Company and his subsidiaries, whether by or through ownership of shares, securities, partnership or other ownership interests or membership interests, agreement or otherwise.
5. “*Major Investor*” *Rights.* Upon conversion of the SAFE, the Investor shall be deemed to be a “Major Investor” (or such similar term) for all purposes, including without limitation information rights and the right of first offer, in the transaction documents with respect to the Equity Financing, to the extent such a concept exists.
6. [**Note: If restructuring is required, add all purple text**]: [*Restructuring.* The Company and [**Operating Company**] (the “**Operating Company**”) undertake and covenant to do, perform and take all actions required so that within three (3) months of the date of this letter 100%, ownership of the Operating Company is fully legally and beneficially transferred to the Company (the “**Restructuring**”) with the only consideration payable to the shareholder of the Operating Company (as listed in Schedule 1) (the “**Shareholder**”) being the allotment of an equivalent number and class of shares in the Company to the Shareholder as is held by the Shareholder in the Operating Company as at the date of this letter. In order to give effect to this clause, each of the Company and the Operating Company (i) confirm that the Shareholder and the shareholder of the Company (as listed in Part 1 of Schedule 2) (the “**Company Shareholder**”), have approved the Restructuring, and (ii) undertakes to procure that the Shareholder and the Company Shareholder shall enter into and sign all and any documents and instruments required or desirable in order to give effect to the Restructuring. The Company and the Operating Company hereby confirm that they shall ensure that on or prior to the date of the Restructuring, all convertible note, debt instruments, option or warrant relating to the Operating Company shall be transferred to the Company and no other holder of any convertible note, debt instrument or other option or warrant, or any other person, shall have any right to acquire or be allotted shares in the Operating Company and from the date of consummation of the Restructuring there shall be no indebtedness at the level of the Operating Company (other than in the ordinary course of business). The Operating Company undertakes that following the date of this letter, it shall not issue or grant rights (of any form) over any shares in the capital of the Operating Company. In the event the Restructuring has not occurred within the prescribed time period set forth in this paragraph, the Investor shall have the right to give written notice to the Company to promptly effect the Restructuring and if the Restructuring has not been consummated within 30 days from the date of the written notice, the Investor shall have the right to demand immediate repayment of the Purchase Amount under the SAFE.
7. *Additional Company Representations.* The Company and the Operating Company hereby represent and warrant to the Investor that:
 - a) following the Restructuring (as defined in the preceding paragraph) (i) the Company shall own 100% of legal and beneficial ownership of the Operating Company, and (ii) the issued and outstanding share capital of the Company shall be as set forth in Part 2 of Schedule 2 of this letter; and
 - b) [**additional representations**].

- 8. *Confidentiality.* The Company agrees to maintain the confidentiality of all information relating to the Investor and his affiliates disclosed to the Company. Furthermore, the Company undertakes and agrees that it shall not disclose the name of the Investor as an investor in the Company nor make any announcement regarding the Investor’s participation in the SAFE without his prior written consent.
- 9. *Conflict.* In the event of any conflict between the provisions of the SAFE as in effect on the date hereof and the provisions of this letter, the provisions of this letter shall prevail and the SAFE shall be read as if amended by this letter.
- 10. *Amendments and Waivers.* This letter may only be amended and the observance of any of its provisions may only be waived (either generally or in a particular instance and either retroactively or prospectively) with the written consent of the Investor and any other amendment provisions of the SAFE shall have no application with respect to this letter.

Clause 5(g) of the SAFE shall be deemed amended such that the entire agreement of the Parties contemplates includes both the SAFE and this letter.

Clauses 2 (*Definitions*) and 5 (*Miscellaneous*) of the SAFE apply to this letter, *mutatis mutandis*, as if set out in full herein.

Please confirm your acceptance to the terms in this letter by countersigning below.

Yours faithfully,

PLUS VENTURE CAPITAL I, L.P., acting by its general partner
By: PLUS VENTURE CAPITAL, G.P.

By:
Name: Hasan Haider
Title: Managing Director

We, [Company], hereby irrevocably acknowledge and agree that in consideration for entering into the SAFE with the Company, the Investor shall be afforded the additional rights set out in this letter.

.....
Name: []
Title: []

We, [Operating Company], hereby irrevocably acknowledge and agree to the terms of this letter.

.....
Name: []
Title: []

Schedule 1

Share Structure of the Operating Company at the Date of this Letter

Shareholder	No. of Shares	Percentage Ownership
[]	[]	100%

Schedule 2

Part 1: Share Structure of the Company at the Date of this Letter

Shareholder	No. of Shares	Percentage Ownership
[]	[]	100%

Part 2: Share Structure of the Company Post-Restructuring]

Shareholder	No. of Shares	Percentage Ownership
[]	[]	100%