



SIMPLE AGREEMENT FOR FUTURE EQUITY (SAFE)

This SIMPLE AGREEMENT FOR FUTURE EQUITY (SAFE) (this "Agreement") is made and entered into as of the September 15th, 2023, by and between:

Atria Living LLC, a Delaware corporation with its principal place of business at 8 The Green, Ste A, Dover, DE, 19901, USA ("Company"); and

[Investor Name], an individual residing at [Address] ("Investor").

In consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

1. Investment Amount. In exchange for the Investor's investment of \$[Investment Amount] (the "Investment Amount"), the Company agrees to grant to the Investor the right to purchase shares of the Company's common stock (the "SAFE Shares") in accordance with the terms and conditions of this Agreement.

2. Valuation Cap. The valuation cap for the purposes of this Agreement is \$X,XXX,XXX.XX.

3. Conversion. The SAFE Shares will convert into shares of the Company's common stock at a price per share equal to the lower of (a) the Valuation Cap divided by the number of shares of the Company's common stock outstanding immediately prior to the conversion, and (b) the fair market value per share of the Company's common stock as determined by a qualified independent appraiser on the date of conversion.

4. Triggering Events. The SAFE Shares will convert into shares of the Company's common stock upon the occurrence of any of the following events (each, a "Triggering Event"):

(a) A qualified financing round in which the Company raises at least \$2,000,000.00 in new equity capital at a valuation per share equal to or greater than the Valuation Cap;

(b) A sale of the Company's assets or equity for cash or publicly traded securities;

(c) The Company's initial public offering (IPO); or

(d) The Company's liquidation or dissolution.

5. Pro Rata Rights. The Investor shall have pro rata rights to participate in future financings of the Company on the same terms and conditions as other investors, subject to customary exceptions.

6. Information Rights. The Investor shall have the right to receive certain information from the Company, including financial statements, business plans, and other relevant information.

7. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware (USA).



8. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous communications, representations, or agreements, whether oral or written.

9. Severability. If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck from this Agreement and the remaining provisions shall remain in full force and effect.

10. Waiver. No waiver of any provision of this Agreement shall be effective unless in writing and signed by both parties.

11. Notices. All notices and other communications hereunder shall be in writing and shall be deemed to have been duly given when delivered in person, upon the first business day following deposit in the United States mail, postage prepaid, certified or registered, return receipt requested, addressed as follows:

If to the Company:

Atria Living LLC

8 The Green, Ste A, Dover, DE, 19901, USA

Or contact@goatria.com

If to the Investor:

[Investor Name]

[Address]

or to such other addresses as either party may designate in writing from time to time.

12. Headings. The headings in this Agreement are for convenience only and shall not affect its interpretation.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

Atria Living LLC

By:

Reyton Scheffel

Founder & CEO

[Investor Name]

By:

[Name]

[Title]