**SIMPLE AGREEMENT FOR FUTURE EQUITY (SAFE) - DRAFT**

**Series One - DRAFT**

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| **Unit Investment Amount:** | **Date of Issuance** |
| **$300,000** | **September \_\_, 2018** |

THIS Series One SIMPLE AGREEMENT FOR FUTURE EQUITY (this “**SAFE**”) is now hereby issued for future equity by VoiceSecure (US), L.L.C., a Texas limited liability company (the “**Company**” or “**VS**”), to ***[HOLDER NAME],*** serving as a Sector Launch Partner (the “**Investor**”) with an exchange of future established equity, for Investor’s payment of the investment amount set forth above (the “Unit **Investment Amount**”).

THIS SAFE Series One is one of a series (the “**Series**”) of simple agreements for future equity (collectively, the “**Series One SAFEs**”) issued by the Company to investors with terms and on the same form as set forth herein. The Company intends to raise up to Three Million Dollars ($3,000,000) in Series ONE SAFEs, or more in future SAFEs at higher valuations (“Future SAFEs”). This instrument is constructed as to provide a minimum guarantee of a FLOOR SAFE valuation to Investor. For Investor benefit, this SAFE defines Company metrics from which Investor is compensated with future equity through a series of events.

THIS SAFE Series One warrants and represents, in summary, the following:

**A.** An Equity or Liquidity Event is described as a **“Round A”** financing transaction, liquidation, or change of control event, at which point, THIS SAFE Agreement converts Investor’s SAFE Investment Amount into either preferred or common shares.

**B.**  This SAFE provides Investor with a FLOOR ($**15,000,000**) from which Investor’s initial monies determines Investor’s future equity. Additional equity is provided by Company to compensate Investor to level the FLOOR, should Company valuate below the FLOOR.

**C.** This SAFE provides Investor with a CAP ($**20,000,000**), which compensates and protects Investor from dilution, providing Investor with equity compensation for valuation above this CAP, should Company valuate above CAP**.**

**D.** This SAFE provides Investor with a DISCOUNT (**20**%) option; Investor’s choice to convert Investor’s SAFE to preferred equity shares at 80% of Valuation, if higher return Value to Investor.

**E.** **Use of Proceeds.**

The Company intends to use the proceeds from the Series One SAFEs for a combination of organization, technical development, legal, financial, consulting, platform services contracting, investor recruiting, market research, industry events, acquisition of intellectual property, patent research/filings, sales, travel, service provider dealings, market sector development and launch activities to introduce platform production systems. The Company intends to hire a President, CTO, Sector Sales Directors and a Senior Level Partner with a financial, technical and legal background to serve as the CFO / COO and Internal Counsel for the 2018/2019 launch activities.

The Company intends to expend approximately $375,000 for the purchase from affiliates (Carrier Services Group and Voice Development Group) and others, of intellectual property, proprietary software, databases, contracts and reimbursement of other related costs incurred to organize, develop and support VS capabilities. This includes national North American telecom databases for proprietary VoiceSecure call identity pinning. It includes routing verification of 650M ported records including consumer porting/service change updates for landline, mobile and VOIP numbers assigned in North America, with historical change tracking since 2016. It includes full national telecom master files updating through 2020, and management software to process billion plus linked record databases, custom serverless and RESTful interface code for managing sub-second database queries across hundreds of millions of records. It includes prior research, development material and IP related to the implementation of voice biometrics for voice identification within a telecom environment, production-ready software, support and monthly database updating through an equity event at no additional expense incurred.

1. **Definitions.** Capitalized terms not otherwise defined in this SAFE will have the meanings set forth in this Section 1.

* 1. “**Change of Control**” means:
     1. on or before January 15, **2023**, the closing of a sale, transfer or other disposition, in a single transaction or series of related transactions, of all or substantially all of the Company’s assets;
     2. on or before January 15, **2023**, the consummation of a merger or consolidation of the Company with or into another entity (except a merger or consolidation in which the holders of the Company’s Units immediately prior to such merger or consolidation continue to hold a majority of the outstanding voting securities of the Company or the surviving or acquiring entity immediately following the consummation of such transaction); or
     3. on or before January 15, **2023**, the closing of the transfer (whether by merger, consolidation or otherwise), in a single transaction or series of related transactions, to a “person” or “group” (within the meaning of Section 13(d) and Section 14(d) of the Securities and Exchange Act of 1934, as amended), of the Company’s Units if, after such closing, such person or group would become the "beneficial owner" (as defined in Rule 13d-3 under the Exchange Act) of more than 50% of the outstanding voting securities of the Company (or the surviving or acquiring entity).

A transaction will not constitute a “Change of Control” if its sole purpose is to change the state of the Company’s jurisdiction of organization or to create a holding company that will be owned in substantially the same proportions by the persons who held the Company’s Units immediately prior to such transaction. Notwithstanding the foregoing, the sale of Equity Units in a bona fide financing transaction will not be deemed or construed as a “Change of Control.”

* 1. “**Common Unit**” means a type of Unit having the privileges, preference, duties, liabilities, obligations and rights specified with respect to “Common Units” in the Company Agreement.
  2. **“Company Agreement”** means the Company’s Company Agreement, dated as of **September \_\_\_, 2018**, as it may be amended, modified, superseded or replaced from time to time.
  3. “**Conversion Price**” means (rounded to the nearest 1/100th of one cent): -

with respect to a conversion pursuant to Section 2.1, the lesser of: (i) the product of (x) 100% less the Discount and (y) the lowest per Unit purchase price of the Equity Units issued in the Round “A” Equity Financing; and (ii) the product of (x) 100% less the Discount and (y) the Valuation Cap divided by the Fully Diluted Capitalization immediately prior to the closing of the Round “A” Equity Financing; and (iii) the product of (x) 100% less the Discount and (y) the Investment Amount.

* 1. “**Conversion Units**” (for purposes of determining the type of Equity Units

issuable upon conversion of this SAFE) means:

* + 1. with respect to a conversion pursuant to Section 2.1, Units issued in the

Round “A” Equity Financing;

* + 1. with respect to a conversion pursuant to Section 2.2, Common Units; and
    2. with respect to a conversion pursuant to Section 2.3, Common Units.
  1. “**Discount**” means TWENTY PERCENT (**20%**).
  2. “**Dissolution Event**” means (a) a voluntary termination of the Company’s operations; (b) a general assignment for the benefit of the Company’s creditors; or (c) a liquidation, dissolution or winding up of the Company (other than a Change of Control), whether voluntary or involuntary.
  3. “**Equity Units**” means (a) Units; (b) any securities conferring the right to purchasable Units; or (c) any securities directly or indirectly convertible into, or exchangeable for (with or without additional consideration) Units. Notwithstanding the foregoing, the following will not be considered “Equity Units”: (i) any Management Units; (ii) any convertible promissory notes issued by the Company; and (iii) any SAFEs (including this SAFE) issued by the Company.
  4. **“Founder’s Group Units”** means Units as defined under this Section 8.3 and so identified on Exhibit “A” to the Company Agreement and signature pages dated **September \_\_\_, 2018,** without further amendment.
  5. “**Fully Diluted Capitalization**” means the number of the Company’s issued and outstanding Units, less Founder Group Units, assuming (a) the conversion or exercise of all of the Company’s outstanding convertible or exercisable securities, including all outstanding vested or unvested options or warrants to purchase the Company’s Units; and (b) solely for purposes of Section 2.4(a), the issuance of all Management Units reserved and available for future issuance under any of the Company’s existing equity incentive plans or any equity incentive plan created or expanded in connection with the Round “A” Equity Financing. Notwithstanding the foregoing, “Fully Diluted Capitalization” excludes: (i) any convertible promissory notes issued by the Company; (ii) any SAFEs (including this SAFE) issued by the Company; and (iii) any Equity Units that are issuable upon conversion of any outstanding convertible promissory notes or SAFEs.
  6. “**Management Unit**” means a type of Unit, whether now existing or hereafter created, (a) designated as an “Management Unit” and having the privileges, preference, duties, liabilities, obligations and rights set forth in the Company Agreement and (b) granted, issued or sold by the Company to any director, officer, employee, consultant or adviser of the Company for the primary purpose of soliciting or retaining their services.
  7. “**Round “A” Equity Financing**” means the next sale (or series of related sales) by the Company of its Equity Units following the date of issuance of this SAFE, in one or more offerings relying on Section 4(a)(2) of the Securities Act or Regulation D thereunder for exemption from the registration requirements of Section 5 of the Securities Act, from which the Company receives gross proceeds of not less than **Two Million Five Hundred Thousand Dollars ($2,500,000)** (and excluding the Investment Amount/Aggregate Investment Amount of the Series One SAFE or other designated SAFEs).
  8. **“SAFEs**” mean any simple agreements for future equity (or other similar agreements) that are issued by the Company for bona fide financing purposes.
  9. “**Securities Act**” means the Securities Act of 1933, as amended.
  10. **“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.
  11. “**Unit**” means a unit of limited liability company interest in the Company and includes all types and classes of Units, including Common Units, Founder’s Group Units and Management Units.
  12. “**Valuation Cap**” means Twenty Million Dollars **($20,000,000**), “CAP" or a possible forecasted two year valuation of Company at a Round “A” Equity Financing event.
  13. “**Valuation Floor**” means Fifteen Million Dollars **($15,000,000**), “FLOOR" or a possible forecasted two year valuation of Company at a Round “A” Equity Financing event.

1. **Equity Conversions.** This SAFE will be convertible into Equity Units and is understood as the Investor’s right to receive equity pursuant to the following terms:
   1. Round “A” Equity Financing Conversion. This SAFE will automatically convert into Conversion Units upon the closing of the Round “A” Equity Financing. The number of Conversion Units the Company issues upon such conversion will equal the quotient (rounded down to the nearest whole Unit) obtained by dividing (x) the Investment Amount by (y) the applicable Conversion Price. At least 5 days prior to the closing of the Round “A” Equity Financing, the Company will notify the Investor in writing of the terms of the Equity Units that are to be converted, should such event occur. The issuance of Conversion Units pursuant to the conversion of this SAFE will be on, and subject to, the same terms and conditions applicable to the Equity Units issued in the Round “A” Equity Financing.
   2. Change of Control Conversion. If, prior to the 2023 Trigger Conversion Date (defined herein), there is a Change of Control prior to the conversion of this SAFE pursuant to Section 2.1, then within 30 days after the closing of such Change of Control, this SAFE will convert into the number of Conversion Units equal to purchase value of the number of units (rounded down to the nearest whole Unit) of Company shares immediately prior to the Change of Control.
   3. Conversion on January 15, 2023. If this SAFE remains outstanding on January 15, 2023 (the “**2023 Trigger Conversion Date**”) and has earlier not converted pursuant to Section 2.1 or Section 2.2, then this SAFE will convert into the number of Conversion Units equal to the purchase value of the number of units (rounded down to the nearest whole Unit) of the Company immediately after the conversion, should no equity event occur.
   4. Mechanics of Conversion.
      1. Financing Agreements. The Investor acknowledges that the conversion of this SAFE into Conversion Units pursuant to Section 2.1 will require the Investor’s execution of (i) certain agreements relating to the purchase and sale of the Conversion Units (the “**Unit Purchase Agreements**”) and (ii) a limited liability company agreement containing restrictions on transfer of the Units, rights of first offer and voting rights, governance provisions and other terms and covenants relating to the Conversion Units and the operation of the Company (the **Company Agreement**), and together with the Unit Purchase Agreements, (the “**Financing Agreements**”). The Investor agrees to execute all Financing Agreements in connection with the conversion in such form as presented to the Investor by the Company, and the Company will not be required to issue the Conversion Units until the Investor has surrendered this SAFE to the Company (or provided an instrument of cancellation or affidavit of loss) and executed all such Financing Agreements in the form presented by the Company. If the Investor fails to execute any Financing Agreements in the form presented by the Company within 10 days of the Company’s written request, then the Company may terminate this Agreement by giving written notice of termination to the Investor.

(b) Contingency. The conversion of this SAFE pursuant to Section 2.1,

the payment or Change of Control Conversion of this SAFE pursuant to Section 2.2 and the conversion of this SAFE pursuant to Section 2.3 is made contingent upon the closing of the Round “A” Equity Financing, Change of Control and the 2023 Trigger Date, respectively.

1. **Dilution.** Conversion Units shall be created by diluting the Founder’s Group Units and Management Units only. Once all Conversion Units have been converted into Common Units, all Common Units shall be subject to future dilution.
2. **Dissolution Event.** If a Dissolution Event occurs while this SAFE is outstanding and during the tenure of this SAFE, the Company will compensate the Investor an amount equal to the Investment Amount (the “**Repayment**”) immediately prior to, or concurrently with, the consummation of the Dissolution Event. The Company’s obligation to make the Repayment will rank senior in right of payment to the Company’s Units. If the assets of the Company legally available for distribution to the holders of all outstanding SAFEs (the “**Dissolving Investors**”) are insufficient to permit the payment to the Dissolving Investors of the full amount of the Repayment, then the entire assets of the Company legally available for distribution, if any, will be distributed with equal priority and *pro rata* among the Dissolving Investors in proportion to the Investment Amounts they would otherwise be entitled to receive pursuant to this Section 2.
3. **Termination.** This SAFE will expire and terminate upon the first to occur of: (i) the issuance of Conversion Units to the Investor pursuant to Section 2.1, Section 2.2 or Section 2.3; or (ii) the date the Company’s written notice of termination is given to the Investor pursuant to Section 2.4(a).
4. **Additional Rights**.
   1. Investor Prospect Referral Services Fee. As described, should the Investor refer a new prospect (“Referred Client”) whom utilizes services of the Company, the Investor shall be entitled to receive (a) a referral fee equal to TEN PERCENT (**10%**) of the net fees paid to the Company by the Referred Client for the period that VS provides the contracted services from, or the date on which the Company is sold or has a Change of Control Event.

6.2. Investor Launched Sector Market Partner Divisions. An Investor may option to refer market sector prospects to earn 10% Prospect Referral Fees. Or, the Investor may determine, if it is wished, to establish a specific market sector division or execute options to a subject market, to provide expanded services or scaled marketing of VS services across their specific sectors. In this case, the Investor may negotiate to own equity interest in the specific sector marketing division. All rights, responsibilities, financing, operations, management and support activities are to be negotiated between the parties. It is intended that each Series One SAFE agreement establish comparable SAFE holder rights to create and operate these divisions, under qualified management and terms to be set forth by and between Company and Investor.

1. **No Rights as a Member**. The Investor is not entitled by virtue of holding this SAFE to be deemed a holder of the Company’s Units for any purpose, nor will anything contained in this SAFE be construed to confer to the Investor, as such, any of the rights of a Unit holder of the Company or any right to vote for the election of managers or upon any matter submitted to Unit holders at any meeting thereof, or to give or withhold consent to any company action or to receive notice of meetings, or to receive subscription rights or otherwise until Conversion Units have been issued upon the terms described in this SAFE.
2. **Representations and Warranties of the Company**. In connection with the transactions contemplated by this SAFE, the Company hereby further represents and warrants to the Investor as follows:
   1. Due Organization; Qualification and Good Standing. The Company is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Texas and has all requisite limited liability company power and authority to carry on its business as now conducted. The Company is duly qualified to transact business and is in good standing in each jurisdiction in which the failure to so qualify or to be in good standing would have a material adverse effect on the Company.
   2. Authorization and Enforceability. Except for the authorization and issuance of the Conversion Units, all company action has been taken on the part of the Company and its officers, managers and members necessary for the authorization, execution and delivery of this SAFE. Except as may be limited by applicable bankruptcy, insolvency, reorganization or similar laws relating to or affecting the enforcement of creditors’ rights, the Company has taken all company action required to make all of the obligations of the Company reflected in the provisions of this SAFE valid and enforceable in accordance with its terms.
   3. Capitalization. The Company’s authorized capital consists of and will consist of three classes of Units: Common Units, Founder’s Group Units and Management Units. As of the date of this SAFE, there are SIX MILLION (6,000,000) outstanding Common Units all of which are Founder’s Group Units and TWO MILLION (2,000,000) outstanding Management Units.
3. **Representations and Warranties of the Investor**. In connection with the transactions contemplated by this SAFE, the Investor hereby represents and warrants to the Company as follows:
   1. “Series One SAFE Sector Launch Partners.Investors are intended as qualified partners, as individuals with deep career backgrounds or involvement in related market sectors of Company, with senior level access to Enterprise scale potential users of VS services.

9.1 (a)It is intended that Investor will play important roles in Company Operations for the achievement of forecasted sales revenue.

* 1. Authorization. The Investor has full power and authority (and, if an individual, the capacity) to enter into this SAFE and to perform all obligations required to be performed by it hereunder. This SAFE, when executed and delivered by the Investor, will constitute the Investor’s valid and legally binding obligation, enforceable in accordance with its terms, except (a) as limited by applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance and any other laws of general application affecting enforcement of creditors’ rights generally, and (b) as limited by laws relating to the availability of specific performance, injunctive relief or other equitable remedies
  2. Purchase Entirely for Own Account. The Investor acknowledges that this SAFE is made with the Investor in reliance upon the Investor’s representation to the Company, which the Investor hereby confirms by executing this SAFE, that this SAFE and the Conversion Units (collectively, the “**Securities**”) will be acquired for investment for the Investor’s own account, not as a nominee or agent (unless otherwise specified on the Investor’s signature page hereto), and not with a view to the resale or distribution of any part thereof, and that the Investor has no present intention of selling, granting any participation in, or otherwise distributing the same. By executing this SAFE, the Investor further represents that the Investor does not have any contract, undertaking, agreement or arrangement with any person to sell, transfer or grant participations to such person or to any third person, with respect to the Securities. If other than an individual, the Investor also represents it has not been organized solely for the purpose of acquiring the Securities.
  3. Disclosure of Information; Non-Reliance. The Investor has received all the information it considers necessary or appropriate to enable it to make an informed decision concerning an investment in the Securities. The Investor further represents that it has had an opportunity to ask questions and receive answers from the Company regarding the terms and conditions of the offering of the Securities. The Investor confirms that the Company has not given any guarantee or representation as to the potential success, return, effect or benefit (either legal, regulatory, tax, financial, accounting or otherwise) of an investment in the Securities. In deciding to purchase the Securities, the Investor is not relying on the advice or recommendations of the Company and has made its own independent decision that the investment in the Securities is suitable and appropriate for the Investor. The Investor understands that no federal or state agency has passed upon the merits or risks of an investment in the Securities or made any finding or determination concerning the fairness or advisability of this investment.
  4. Tax Liability. The Investor has reviewed with its own tax advisors the federal, state and local tax consequences of this investment, where applicable, and the transactions contemplated by this SAFE. The Investor is relying solely on such advisors and not on any statements or representations of the Company or any of its agents and understands that the Investor (and not the Company) shall be responsible for the Investor’s own tax liability that may arise as a result of this investment or the transactions contemplated by this Agreement.
  5. Investment Experience; No Liquidity. The Investor is an investor in securities of companies in the development stage and acknowledges that it is able to fend for itself, can bear the economic risk of its investment and has such knowledge and experience in financial or business matters that it is capable of evaluating the merits and risks of the investment in the Securities. The Investor has no immediate need for liquidity in connection with its investment in the Securities, does not anticipate being required to sell such Securities in the foreseeable future and has the capacity to sustain a complete loss of its investment in the Securities.
  6. Accredited Investor. The Investor is an “accredited investor” within the meaning of Rule 501 of Regulation D promulgated under the Securities Act. The Investor agrees to furnish any additional information requested by the Company or any of its affiliates to assure compliance with applicable U.S. federal and state securities laws in connection with the purchase and sale of the Securities.
  7. Restricted Securities. The Investor understands that the Securities have not been, and will not be, registered under the Securities Act or state securities laws, by reason of specific exemptions from the registration provisions thereof which depend upon, among other things, the bona fide nature of the investment intent and the accuracy of the Investor’s representations as expressed herein. The Investor understands that the Securities are “restricted securities” under U.S. federal and applicable state securities laws and that, pursuant to these laws, the Investor must hold theSecurities indefinitely unless they are registered with the Securities and Exchange Commission (“**SEC**”) and registered or qualified by state authorities, or an exemption from such registration and qualification requirements is available. The Investor acknowledges that the Company has no obligation to register or qualify the Securities for resale and further acknowledges that, if an exemption from registration or qualification is available, it may be conditioned on various requirements including, but not limited to, the time and manner of sale, the holding period for the Securities, and on requirements relating to the Company which are outside of the Investor’s control, and which the Company is under no obligation,and may not be able, to satisfy. The Investor further understands that the Conversion Units will be subject to restrictions on transfer and sale in the Company Agreement.
  8. No Public Market. The Investor understands that no public market now exists for the Securities and that the Company has made no assurances that a public market will ever exist for the Securities.
  9. No General Solicitation. The Investor, and its officers, directors, employees, agents, stockholders or partners have not either directly or indirectly, including through a broker or finder solicited offers for or offered or sold the Securities by means of any form of general solicitation or general advertising within the meaning of Rule 502 of Regulation D under the Securities Act or in any manner involving a public offering within the meaning of Section 4(a)(2) of the Securities Act. The Investor acknowledges that neither the Company nor any other person offered to sell the Securities to it by means of any form of general solicitation or advertising within the meaning of Rule 502 of Regulation D under the Securities Act or in any manner involving a public offering within the meaning of Section 4(a)(2) of the Securities Act.
  10. Residence. If the Investor is an individual, then the Investor resides in the state or province identified in the address shown on the Investor’s signature page hereto. If the Investor is a partnership, corporation, limited liability company or other entity, then the Investor’s principal place of business is located in the state or province identified in the address shown on the Investor’s signature page hereto.
  11. Speculative Nature of Investment. The Investor is aware that the purchase of the Securities is a speculative investment involving a very high degree of risk and that there is no guarantee that the Investor will realize any gain from the Investor’s investment. The Investor is able to bear the economic risk of its investment in the Securities, able to hold the Securities indefinitely, and presently able to afford a complete loss of its investment in the Securities.
  12. Foreign Investors. If the Investor is not a United States person (as defined by Section 7701(a)(30) of the Internal Revenue Code of 1986, as amended), the Investor hereby represents that it has satisfied itself as to the full observance of the laws of its jurisdiction in connection with any invitation to subscribe for the Securities, including (a) the legal requirements within its jurisdiction for the purchase of the Securities; (b) any foreign exchange restrictions applicable to such purchase; (c) any governmental or other consents that may need to be obtained; and (d) the United States and non-United States income tax and other tax consequences, if any, that may be relevant to the purchase, holding, conversion, redemption, sale, or transfer of the Securities. The Investor’s subscription and payment for and continued beneficial ownership of the Securities will not violate any applicable securities or other laws of the Investor’s jurisdiction. The Investor acknowledges that the Company has taken no action in foreign jurisdictions with respect to the Securities.

1. **Miscellaneous**.
   1. Transfer Restrictions. Without in any way limiting the representations and warranties set forth in this SAFE, the Investor further agrees not to make any disposition of all or any portion of the Securities unless and until the transferee has agreed in writing for the benefit of the Company (in an adoption agreement provided by the Company) to make the representations and warranties set out in Section 9 and the undertaking set out in this Section 10.1, and the Investor has (i) notified the Company of the proposed disposition; (ii) furnished the Company with a detailed statement of the circumstances surrounding the proposed disposition; and (ii) if requested by the Company, furnished the Company with an opinion of counsel reasonably satisfactory to the Company that such disposition will not require registration under the Securities Act. The holder agrees not to make any disposition of any of the Securities to the Company's competitors, as determined in good faith by the Company.
   2. Successors and Assigns. Except as otherwise provided herein, the terms and conditions of this SAFE will inure to the benefit of, and be binding upon, the respective successors and assigns of the parties; provided, however, that the Company may not assign its obligations under this SAFE without the written consent of the holder. This SAFE is for the sole benefit of the parties hereto and their respective successors and permitted assigns, and nothing herein, express or implied, is intended to or will confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this SAFE.
   3. Governing Law. This SAFE will be governed by and construed in accordance with the internal laws of the State of Texas without giving effect to any choice or conflict of law provision or rule (whether of the State of Texas or any other jurisdiction).
   4. Counterparts. This SAFE may be executed in counterparts, each of which will be deemed an original, but all of which together will be deemed to be one and the same agreement. Counterparts may be delivered via fax, electronic mail (including PDF or any electronic signature complying with the U.S. federal ESIGN Act of 2000), or other transmission method, and any counterpart so delivered will be deemed to have been duly and validly delivered and be valid and effective for all purposes.
   5. Titles and Subtitles. The titles and subtitles used in this SAFE are included for convenience only and are not to be considered in construing or interpreting this SAFE.
   6. Notices. All notices and other communications given or made pursuant hereto will be in writing and will be deemed effectively given: (a) upon personal delivery to the party to be notified; (b) when sent by email or confirmed fax; (c) 5 calendar days after having been sent by registered or certified mail, return receipt requested, postage prepaid; or (d) one day after deposit with a nationally recognized overnight courier, specifying next day delivery, with written verification of receipt. All communications will be sent to the respective parties at the addresses shown on the signature pages hereto (or to such email address, fax number or other address as subsequently modified by written notice given in accordance with this Section 10.6).

* 1. No Finder’s Fee. Each party represents that it neither is nor will be obligated to pay any finder’s fee, broker’s fee or commission in connection with the transactions contemplated by this SAFE. The Investor agrees to indemnify and to hold the Company harmless from any liability for any commission or compensation in the nature of a finder’s or broker’s fee arising out of the transactions contemplated by this SAFE (and the costs and expenses of defending against such liability or asserted liability) for which the Investor or any of its officers, employees or representatives is responsible. The Company agrees to indemnify and hold the Investor harmless from any liability for any commission or compensation in the nature of a finder’s or broker’s fee arising out of the transactions contemplated by this SAFE (and the costs and expenses of defending against such liability or asserted liability) for which the Company or any of its officers, employees or representatives is responsible.
  2. Expenses. Each party will pay all costs and expenses that it incurs with respect to the negotiation, execution, delivery and performance of this SAFE.
  3. Attorneys’ Fees. If any action at law or in equity is necessary to enforce or interpret the terms of this SAFE, the prevailing party will be entitled to reasonable attorneys’ fees, costs and necessary disbursements in addition to any other relief to which such party may be entitled.
  4. Entire Agreement; Amendments and Waivers. This SAFE constitutes the full and entire understanding and agreement between the parties with regard to the subject hereof. Any term of this SAFE may be amended and the observance of any term may be waived (either generally or in a particular instance and either retroactively or prospectively) with the written consent of the Company and the Investor. Any waiver or amendment effected in accordance with this Section 10.10 will be binding upon each future holder of this SAFE and the Company.
  5. Severability. If one or more provisions of this SAFE are held to be unenforceable under applicable law, such provisions will be excluded from this SAFE and the balance of the SAFE will be interpreted as if such provisions were so excluded and this SAFE will be enforceable in accordance with its terms.

* 1. Adjustments; Conversion, Exchange and Reorganization. The Investor will be entitled to the benefit of (i) all adjustments in the number of the Company’s Units as a result of any splits, recapitalizations, combinations or other similar transactions affecting the Company’s Units underlying the Conversion Units that occur prior to the conversion of this SAFE and (ii) all changes to the Company’s Units underlying the Conversion Units as a result of any conversion, exchange or reorganization transaction affecting such Units that occurs prior to conversion of this SAFE. If the Company elects to convert to a C corporation while this SAFE remains outstanding, the Investor agrees to take any and all actions determined in good faith by the Company to be advisable to reorganize this SAFE and any securities issuable hereunder.
  2. Managers, Members and Officers Not Liable. In no event will any manager, member or officer of the Company be liable for any amounts due and payable pursuant to this Agreement.
  3. Further Assurances. From time to time, the parties will execute and deliver such additional documents and will provide such additional information as may reasonably be required to carry out the terms of this SAFE and any agreements executed in connection herewith.
  4. Arbitration. 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 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 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 Dallas, Texas. 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.
  5. Most Favoured Nation (“MFN”). Should the Company issue any Subsequent Convertible Securities prior to the termination of this instrument, the Company will promptly provide the Investor with written notice thereof, 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.

1. In the event that the Investor determines the terms of the Subsequent Convertible Securities are preferable to the terms of this instrument, the Investor will notify the Company in writing within FOURTEEN (14) days of the Company Notice. Promptly after receipt of such written notice from the Investor, the Company agrees to amend and restate this instrument to be identical to the instrument(s) evidencing the Subsequent Convertible Securities.
2. Investor First Right. Investor has the first right of optioning future SAFE Units should the Investor so choose to do so, to be negotiated, with no preference given.

[ SIGNATURE PAGE FOLLOWS ]

**Agreed to and accepted:**

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| OFFICE  Number of SAFE Assignments:    \_\_\_\_\_ x $300,000.00  TOTAL INVESTMENT $ \_\_\_\_\_\_\_\_\_\_\_\_\_ | By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  VoiceSecure (US), L.L.C.  **Name:**  Don Binns / VS  **Title:** Managing Principal  **Notices Address:**  8604 Turtle Creek Blvd,  P.O. Box #12165  Dallas, TX 75225  **Email Address:**  dbinns@voicesecureus.com |
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| If an *individual*: | If an *entity*: |
| By \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  **Name:**  **Address:** | [PARTY NAME]  By\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Name:  Title:  Address: |
| **Email Address:** | Email Address: |