



**Gramarye
Media**

SIMPLE AGREEMENT FOR FUTURE EQUITY

THIS SECURITY, AND ANY TOKENS WHEN ISSUED PURSUANT TO IT (THE “TOKENS”), HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE “SECURITIES ACT”), OR THE SECURITIES LAWS OF ANY STATE OR OTHER JURISDICTION. NEITHER THIS SECURITY, NOR ANY INTEREST OR PARTICIPATION HEREIN, MAY BE OFFERED, SOLD, ASSIGNED, TRANSFERRED, PLEDGED, ENCUMBERED OR OTHERWISE DISPOSED OF UNDER ANY CIRCUMSTANCES. SUBSEQUENT TO THE INITIAL ISSUANCE OF THIS SECURITY, EACH HOLDER OF THIS SECURITY, BY ITS ACCEPTANCE HEREOF REPRESENTS THAT (A) IT IS A “ACCREDITED INVESTOR” (AS DEFINED IN REGULATION D UNDER THE SECURITIES ACT) OR (B) IT IS NOT A “U.S. PERSON” AND IS ACQUIRING THIS SECURITY IN AN OFFSHORE TRANSACTION WITHIN THE MEANING OF REGULATION S UNDER THE SECURITIES ACT AND IN ACCORDANCE WITH THE LAWS APPLICABLE TO IT IN THE JURISDICTION IN WHICH SUCH ACQUISITION IS MADE.

THE HOLDER OF ANY TOKENS WHEN ISSUED AGREES NOT TO OFFER, SELL OR OTHERWISE TRANSFER SUCH TOKENS PRIOR TO THE EXPIRATION OF A 12MONTH LOCK-UP PERIOD FOLLOWING THE DATE OF ISSUANCE OF THE TOKENS DURING WHICH THE TOKENS MAY NOT BE OFFERED, SOLD, ASSIGNED, TRANSFERRED, PLEDGED, ENCUMBERED OR OTHERWISE DISPOSED OF.

FOLLOWING THE EXPIRATION OF THE 12-MONTH LOCK-UP PERIOD, ANY AFFILIATE OF THE COMPANY (OR PERSON WHO HAS BEEN AN AFFILIATE OF THE COMPANY WITHIN THE IMMEDIATELY PRECEDING THREE MONTHS) SHALL OFFER, SELL OR OTHERWISE TRANSFER TOKENS ONLY (I) TO THE COMPANY OR ANY OF ITS SUBSIDIARIES, (II) PURSUANT TO A REGISTRATION STATEMENT THAT HAS BEEN DECLARED EFFECTIVE UNDER THE SECURITIES ACT OR (III) PURSUANT TO ANY OTHER AVAILABLE EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT (INCLUDING IN ACCORDANCE WITH RULE 144, IF AVAILABLE), SUBJECT IN EACH OF THE FOREGOING CASES, TO ANY REQUIREMENT OF LAW THAT THE DISPOSITION OF ITS PROPERTY OR THE PROPERTY OF SUCH PURCHASER ACCOUNT OR ACCOUNTS BE AT ALL TIMES WITHIN ITS OR THEIR CONTROL AND, IN EACH CASE, IN COMPLIANCE WITH APPLICABLE SECURITIES LAWS OF ANY U.S. STATE OR ANY OTHER

APPLICABLE JURISDICTION. IN ADDITION, THE COMPANY WILL REQUIRE, PRIOR TO ANY OFFER, SALE OR TRANSFER PURSUANT TO CLAUSE (III), THE DELIVERY OF AN OPINION OF COUNSEL, CERTIFICATION OR OTHER INFORMATION SATISFACTORY TO THE COMPANY.

THE HOLDER OF THIS SECURITY OR TOKENS BY ITS ACCEPTANCE WILL BE DEEMED TO HAVE REPRESENTED AND WARRANTED THAT EITHER (1) NO PORTION OF THE ASSETS USED BY SUCH HOLDER TO ACQUIRE OR HOLD THIS SECURITY OR TOKEN CONSTITUTES THE ASSETS OF AN EMPLOYEE BENEFIT PLAN THAT IS SUBJECT TO TITLE I OF THE U.S. EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974, AS AMENDED (“ERISA”), A PLAN TO WHICH SECTION 4975 OF THE U.S. INTERNAL REVENUE CODE OF 1986, AS AMENDED (THE “CODE”) APPLIES (INCLUDING AN INDIVIDUAL RETIREMENT ACCOUNT), AN ENTITY WHOSE UNDERLYING ASSETS ARE CONSIDERED TO INCLUDE PLAN ASSETS OF ANY SUCH EMPLOYEE BENEFIT PLAN, OR PLAN, A GOVERNMENTAL PLAN (AS DEFINED IN SECTION 3(32) OF ERISA), A CHURCH PLAN (AS DEFINED IN SECTION 3(33) OF ERISA) THAT HAS NOT MADE AN ELECTION UNDER SECTION 410(D) OF THE CODE, OR A NON-U.S. PLAN, OR (2)(A) THE HOLDER IS, OR IS USING, THE ASSETS OF A GOVERNMENTAL PLAN, A CHURCH PLAN THAT HAS NOT MADE AN ELECTION UNDER SECTION 410(D) OF THE CODE, OR A NON-U.S. PLAN AND (B) THE ACQUISITION AND HOLDING OF THIS SECURITY WILL NOT CONSTITUTE A VIOLATION UNDER ANY APPLICABLE PROVISIONS UNDER ANY FEDERAL, STATE, LOCAL, NON-U.S. OR OTHER LAWS OR REGULATIONS THAT REGULATE SUCH PLAN’S INVESTMENTS.

THIS CERTIFIES THAT in exchange for the payment by the undersigned purchaser (“**Purchaser**”) of the (“**Purchase Price**”) on or about the Effective Date, Gramarye Media, Inc., a Delaware corporation, the (“**Company**”), hereby issues to Purchaser the right (the “**Right**”) to acquire, if, as and when issued by the Company in a Token Launch, a number of shares of the Company’s Series A Preferred Stock, par value \$0.0001 per share (the “**Preferred Stock**”) equal to the Token Amount, with each such share of Preferred Stock in uncertificated form as a Gramarye (MYT) Token (the “**Token**”), subject to the terms and conditions set forth in this instrument, as may be amended, restated and/or modified from time to time in accordance with the provisions hereunder (this “**SAFE**”).

Effective Date:	December 15, 2020
Purchase Price:	USD \$1/Token
Purchaser Commitment Amount	_____ (USD)
Transfer Restriction:	See section titled “Notice to Purchasers” in the Offering Memorandum, which section is incorporated herein by reference

1. Tokens

(a) **Token Launch.**

(i) The Company will use its commercially reasonable efforts to cause the Token Launch to occur.

(ii) In the event that the Token Launch occurs, the Company will issue to Purchaser a number of units of the Token equal to the Token Amount. In connection with and prior to the issuance of Tokens by the Company to Purchaser:

(A) Purchaser will execute and deliver to the Company any and all other transaction documents related to this SAFE as are reasonably requested by the Company; and

(B) Purchaser will provide to the Company a valid Ethereum wallet address to which Purchaser's Tokens will be allocated.

(iii) If the Token Launch does not occur, Purchaser will receive Series A Preferred Stock in certificate form, in lieu of Tokens.

(b) **Terms and Conditions.** Upon the Token Launch, if, as and when it occurs, the Preferred Stock associated with the Tokens will have the rights, powers and preferences, and restrictions and limitations thereon, described in the Offering Memorandum Token Terms and Conditions, which will be set forth in an amendment to the Company's Certificate of Incorporation.

(c) **Restrictions on Transferability.** All Tokens (including the shares of Preferred Stock associated with them) acquired pursuant to this SAFE will be subject to the restrictions on transferability and resale described in the section titled "Notice to Purchasers" in the Offering Memorandum, which section is incorporated herein by reference.

(d) **Withdrawal Rights.** Purchaser will have the rights set forth in the section titled "Withdrawal Rights" in the Offering Memorandum Token Terms and Conditions, which section is incorporated herein by reference (such rights, the "Withdrawal Rights", and such section, the "Withdrawal Rights Terms and Conditions").

(e) **Termination.** This SAFE will expire and terminate upon (a) the issuance of Tokens to Purchaser pursuant to Section 1(a) of this SAFE or (b) exercise of the Withdrawal Rights by Purchaser in accordance with the Withdrawal Rights Terms and Conditions. Notwithstanding the foregoing, in the event of any termination of this SAFE, the provisions of Section 5, 6 and 7 (other than clauses (l) and (m)) of this SAFE shall survive and not terminate.

2. Payment

- (a) In consideration of the grant of the Right by the Company to Purchaser, Purchaser will pay the Purchase Price to the Company in accordance with the SAFE Payment Procedures. An amount of the Purchase Price equal to USD \$0.01 multiplied by the Token Amount shall be deemed a prepayment for the issuance of the Preferred Stock associated with the Tokens to be issued pursuant to this SAFE.
- (b) The Company will accept payment for the Right solely in U.S. dollars, (USD).

3. Definitions

“Offering Memorandum” means the Company’s confidential private placement offering memorandum, dated October 15, 2018, as may be amended or supplemented from time to time, regarding the Gramarye Token (MYT).

“Offering Memorandum Token Terms and Conditions” means the rights, powers and preferences and the restrictions and limitations thereon, of the Preferred Stock associated with the Tokens described in Annex B of the Offering Memorandum, which Annex B is incorporated herein by reference.

“SAFE Payment Procedures” means the payment procedures set forth in Annex C of the Offering Memorandum, which Annex C is incorporated herein by reference.

“Token Launch” means the bona fide issuance of the Tokens to Purchaser that is compliant with the ERC-20 standard (or any other standard that the Company may elect in its sole discretion).

4. Company Representations and Warranties

The Company represents and warrants to Purchaser, as of the Effective Date and the date of the Token Launch, as follows:

- (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) The execution, delivery and performance by the Company of this SAFE is within the power of the Company and, other than with respect to the actions to be taken when Tokens are to be authorized and issued to Purchaser, has been duly authorized by all necessary actions on the part of the Company. This SAFE 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 SAFE 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 SAFE, other than: (i) the Company's corporate approvals; (ii) any qualifications or filings under applicable securities laws; (iii) any filings with the Secretary of State of the Company's State of incorporation, or equivalent agency, in connection with the designation of the Preferred Stock associated with the Tokens; and (iv) necessary corporate approvals for the authorization of Preferred Stock associated with the Tokens and issuable pursuant to Section 1.

(e) 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.

5. Purchaser Representations and Warranties

Purchaser represents and warrants to the Company, as of the Effective Date and the date of the Token Launch, as follows:

(a) Purchaser has full legal capacity, power and authority to execute and deliver this SAFE and to perform his, her or its obligations hereunder. This SAFE constitutes the valid and binding obligation of Purchaser, 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) Purchaser is acting for his, her or its own account, and Purchaser has made his, her or its own independent decisions regarding his, her or its investment and to whether the investment is appropriate or proper for him, her or it based solely upon his, her or its own judgment and upon advice from such advisors as Purchaser has deemed necessary. Purchaser is not relying on any communication (written or oral) from the Company as investment advice or as a recommendation to make an investment, it

being understood that the Offering Memorandum and this SAFE and any explanations related to the Offering Memorandum and this SAFE will not be considered investment advice or a recommendation to make an investment. No communication (written or oral) received from the Company will be deemed to be an assurance or guaranty as to the expected results of the investment.

(c) Purchaser has made his, her or 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, Purchaser 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 this SAFE and the Tokens.

(d) Other than as set forth in the Offering Memorandum and this SAFE as having been authorized by the Company, Purchaser has not relied on any statements concerning the Company, this SAFE or the Tokens.

(e) Purchaser has read each of the representations and warranties contained in the Offering Memorandum under the caption “Notice to Purchasers” and understands, and agrees, that Purchaser is deemed to have made such representations and warranties for the benefit of the Company under this SAFE.

(f) Purchaser is an accredited investor as such term is defined in Rule 501 of Regulation D under the Securities Act. Purchaser has been advised that this instrument and the underlying securities have not been registered under the Securities Act, or any state securities laws. Purchaser has been advised that this instrument is non-transferable and that the securities to be issued pursuant hereto cannot be resold unless they are registered under the Securities Act and applicable state securities laws or unless an exemption from such registration requirements is available and are subject to the transfer restrictions described in the Offering Memorandum. Purchaser is purchasing this instrument and the securities to be acquired by Purchaser hereunder for its own account for investment, not as a nominee or agent, and not with a view to, or for resale in connection with, the distribution thereof, and Purchaser has no present intention of selling, granting any participation in, or otherwise distributing the same.

(g) Purchaser has knowledge and experience in financial and business matters such that Purchaser is capable of evaluating the merits and risks of such investment, is able to incur a complete loss of such investment without impairing Purchaser’s financial condition and is able to bear the economic risk of such investment for an indefinite period of time.

(h) EXCEPT AS EXPRESSLY SET FORTH IN THIS SAFE, PURCHASER ACKNOWLEDGES THAT IT HAS NOT RELIED UPON ANY REPRESENTATION OR WARRANTY AND DISCLAIMS ANY RELIANCE (INCLUDING AS TO THE ACCURACY OR COMPLETENESS OF ANY INFORMATION PROVIDED BY OR ON BEHALF OF THE

COMPANY) ON ANY STATEMENT MADE, OR ANY INFORMATION PROVIDED, BY THE COMPANY, OR ANY OTHER PERSON ON THE COMPANY'S BEHALF.

6. Limitations on Liability

- (a) THE COMPANY'S AGGREGATE LIABILITY ARISING OUT OF OR 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 THIS SAFE.
- (b) NEITHER THE 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 GRANT OF THE RIGHT BY THE COMPANY TO PURCHASER, EXPRESSLY WAIVED AND RELEASED.

7. Miscellaneous

- (a) This SAFE sets forth the entire agreement and understanding of the parties relating to the subject matter herein and supersedes all prior or contemporaneous disclosures, discussions, understandings and agreements, whether oral or written, between them.
- (b) Except as set forth in Section 2(b) of this SAFE, any provision of this SAFE may be amended or modified only upon the written consent of the Company and Purchaser.
- (c) Any waiver at any time by any party under this SAFE, or with respect to any other matters arising in connection with this SAFE, will not be deemed to be a waiver with respect to any subsequent matter. Any waiver under this SAFE must be in writing. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this SAFE will operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

(d) Any notice required or permitted by this SAFE will be deemed to have been delivered when sent by email to the relevant address listed on the signature page, which address may be subsequently modified by email notice.

(e) Purchaser is not entitled, as a holder of this SAFE, to vote or receive dividends or be deemed the holder of capital stock of the Company for any purpose, nor will anything contained herein be construed to confer on Purchaser, 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 dividends, subscription rights or otherwise.

(f) 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.

(g) Purchaser will have no legal or equitable rights, interests or claims in or to any specific property or assets of the Company as a result of this SAFE. To the extent that Purchaser acquires a right to receive any payment from the Company in connection with this SAFE, such right shall be no greater than the right of an unsecured general creditor of the Company.

(h) Neither this SAFE 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 party, except that the Company may assign this SAFE, without the consent of Purchaser, in connection with a reincorporation by merger or conversion. Any assignment in contravention of the provisions of this Section will be null and void.

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

(j) 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. The state or federal courts located in Wilmington, Delaware, will have exclusive jurisdiction over any dispute arising out of this SAFE or the transactions contemplated hereunder, and the parties hereby submit to personal jurisdiction of such courts and agree that service of process upon such party shall be effective if given in accordance with Section 7(d) of the SAFE.

(k) EACH OF THE PARTIES HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING, CLAIM OR

COUNTERCLAIM, WHETHER IN CONTRACT OR TORT, AT LAW OR IN EQUITY, ARISING OUT OF OR IN ANY WAY RELATED TO THIS SAFE OR THE TRANSACTIONS CONTEMPLATED HEREUNDER.

(l) Purchaser will, and will cause its affiliates to, execute and deliver such additional documents, instruments, conveyances and assurances and take such further actions as may be reasonably requested by the Company to carry out the provisions of this SAFE and give effect to the transactions contemplated by this SAFE, including, without limitation, to enable the Company or the transactions contemplated by this SAFE to comply with applicable laws.

(m) Purchaser hereby consents to the Company's giving of any notice in connection with the Tokens upon and after the Token Launch by electronic transmission in any manner contemplated by Section 232 of the General Corporation Law of the State of Delaware.

(Signature page follows)

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

GRAMARYE MEDIA, INC.

By:

Name: John Adcox

Title: CEO

Registered Address:

1679 S. DuPont Highway, Suite 100

Dover, DE 19901 (Kent County)

Email: ico@gramaryemedia.com

PURCHASER:

By: _____

Name: _____