

Workers in FOCUS LLC**SAFE****(Simple Agreement for Future Equity)**

THIS CERTIFIES THAT in exchange for the payment by the undersigned purchaser (the “**Purchaser**”) of the amount set indicated herein (the “**Purchase Amount**”) on or about the date set forth on the signature page attached hereto (the “**Effective Date**”), Mr. Matko Pavic will transfer to the Purchaser, shares of the company Workers in FOCUS LLC (the “**Company**”), subject to the terms described below.

PREAMBLE

- (A) The Company is organized in the form of a Swiss limited liability company registered with the commercial register of the Canton of Zug under the number CHE- 229.910.929.
- (B) The Founder is currently the sole shareholder of the Company.
- (C) The Company’s present registered share capital amounts to CHF 20’000.- divided into 200 registered ordinary shares with a nominal value of CHF 100.- per share.
- (D) As part of the Equity Financing Round n°1, the Company wishes to raise funds with investors with a view to raising a minimum of CHF 100 ’000.- to convert into a company limited by shares.

NOW, THEREFORE, the Parties hereby agree as follows:

1. EVENTS

- (a) **Equity Financing.** If there is an Equity Financing before the termination of this Safe, the Purchaser will automatically be entitled to receive the Capital Shares in accordance with the terms of Section 3 (a).
- (b) **Dissolution Event.** If there is a Dissolution Event before the termination of this Safe, the Purchaser will automatically be entitled to receive a portion of Proceeds, up to an amount equal to the Purchase Amount.

- (c) **Termination.** This Safe will automatically terminate immediately following the earliest of: (i) the issuance of Capital Shares to the Purchaser pursuant to the automatic conversion of this Safe under Section 3 (a) or (ii) the reimbursement of the Purchase Amount in the case of a Dissolution Event.

Workers in FOCUS LLC. CHE: 229.910.929. Address: c/o Juris Services AG, Industriestrasse 47, 6300 Zug.

Startup capital: 20 000 CHF. Company owner: Matko Pavić.



Workers in FOCUS LLC

Tel: +41 762190900

E-mail: info@workersinfocus.com

Web: www.workersinfocus.com

Bank account: CH85 0630 0507 1155 7509 0, SWIFT: VABECH22 XXX

2. DEFINITIONS

- (a) **“Capital Shares”** means the shares in the capital of the Company, including, without limitation, the **“Retail Shares”** and the **“Membership Preferred Shares”**.
- (b) **“Equity Financing”** means a *bona fide* transaction or series of transactions with the principal purpose of raising capital, pursuant to which the Founder sells future Membership Preferred Shares or Retail Shares of the Company.
- (c) **“Equity Financing Round n°1”** means the next *bona fide* share capital increase during which the Founder has raised an overall amount equal to or exceeding 100'000.- (including agio) in order for the Company to issue new Capital Shares to the Founder, to then be transferred by the Founder the Purchasers.
- (d) **“Dissolution Event”** means (i) a voluntary termination of operations of the Company, (ii) a general assignment for the benefit of the Company's creditors, or (iii) any other liquidation, dissolution or winding up of the Company, whether voluntary or involuntary.
- (e) **“Founder”** means the founder of the Company, Mr. Matko Pavic.
- (f) **“Membership Preferred Shares”** means the restricted registered shares of a series of Preferred Shares issued to the Purchaser. These shares will confer voting rights and entitlement to dividends but whose transfer is restricted to other holders of Membership Preferred Shares. Membership Shares are only available to Purchasers who have entered into a membership agreement on the Company's website.
- (g) **“Retail Shares”** means the Company's ordinary shares or common shares issued to the Purchaser in the Equity Financing Round n°1. These are unrestricted registered shares which carry voting rights and entitlement to dividends and for which there are no transfer restrictions.

- (h) **“Proceeds”** means cash and other assets that are proceeds from the Dissolution Event, as applicable, and legally available for distribution.
- (i) **“Safe”** means an instrument containing a future right to Capital Shares, similar in form and content to this instrument, purchased by investors for the purpose of funding the Company’s business operations. Reference to “this Safe” mean this specific instrument.
- (j) **“Membership Preferred Share Price”** means the price indicated in Appendix 1.
- (k) **“Retail Share Price”** means the price indicated in Appendix 1.

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3. PURCHASE

The Investor agrees to pay to the Founder a total amount indicated in Appendix 1, (the "**Purchase Amount**"), under the terms and conditions set forth in this Safe. The Investment shall be payable to the Founder upon the execution of this Agreement, to support the initial funding of the Company's business operations growth.

4. CONVERSION

- (a) **Modalities.** If the Company raises CHF 100'000.- or more in or more in the aggregate in net proceeds from the Equity Financing Round n°1, then the Purchaser shall receive the Membership Preferred Shares and/or Retail Shares (the "**New Shares**") in a number equal to the relevant shares purchased indicated in Appendix 1, of the new limited company (corresponding to the Company, transformed into a company limited by shares) upon the following terms:
 - (i) The Founder will contribute the Purchase Amount into the Company, in exchange for the New Shares.
 - (ii) The Founder will transfer the New Shares to the Purchaser once the Company has been converted into a company limited by shares.
- (b) **Dividends.** The New Shares obtained through conversion will give the Purchaser the right to receive *pro rata temporis* all dividends

payable with respect to such New Shares by the Company following such conversion.

- (c) **Shareholders' Agreement.** Upon conversion, the New Shares acquired by the Purchaser through conversion shall be subject to the Shareholders' Agreement, to be published on the Company's website. The Purchaser shall be deemed an "Investor" (as such term is defined in the Shareholders Agreement) for all purposes of the Shareholders Agreement. The Investors have 10 days upon receiving a notice of the Founder to accept the Shareholders Agreement. If the Shareholders Agreement is refused, the Founder will reimburse the Purchase Amount, and this Agreement shall be terminated.
- (d) **Membership Preferred Shares.** Purchasers of Membership Preferred Shares are required to have a paid membership with the Company for as long as they hold Membership Preferred Shares, in accordance with the terms and conditions available on the Company's website. If the Holder of Membership Preferred Shares has no longer a valid membership with the Company (because of termination or non-payment in time), the Company will have a 2 years time period in which it can buy the Membership Preferred Shares from the Holder of Membership Preferred Shares at the nominal price of 1 CHF per Share, and will give rise to other remedies available to the Founder and the Company in accordance with the Shareholders Agreement.

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5. PURCHASER REPRESENTATIONS

The Purchaser represents and warrants to the Company as follows, and acknowledges to the Company and agrees to each of the following:

- (a) **Authorization.** The Purchaser has full legal capacity, power and authority to execute and deliver this Safe and perform its obligations hereunder.
- (b) **No violation; No Conflict.** Neither the execution, delivery or performance of this instrument and any other document required to be executed and delivered by the Purchaser in connection with this instrument, nor the consummation of any of the transactions contemplated hereby or thereby by the Purchaser, (i) will violate or conflict with any law, rule, regulation, judgment, order or decree of

any court or other governmental body, (ii) will conflict with or result in any breach or default under, permit any party to accelerate any rights under or terminate, or result in the creation of any lien, charge or encumbrance pursuant to the provision of any material contract, indenture, mortgage, lease, franchise, license, permit authorization, instrument or agreement of any kind to which the Purchaser is a party or by which the Purchaser is bound or to which the properties or assets of the Purchaser are subject, or (iii) will require, on behalf of the Purchaser, the consent or approval of any Person other than consents or approvals that have already been obtained.

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- (a) **Entire Safe.** This Safe contains the entire agreement between the Parties relating to the subject matter of this Safe and supersedes all prior agreements, negotiations, correspondence, undertakings and communications of the Parties, whether oral or written, with respect to such subject matter, except for the Shareholders Agreement, the general terms and conditions available on the Company's website, and any other specific agreement incidental with the transactions contemplated by this Safe.
- (b) **Amendment.** This Safe may be amended or modified only by a written instrument duly executed by the Parties. The "written form" or "in writing" also includes electronic agreements and emails.
- (c) **Notice.** Any notice or other communication made in connection with this Safe shall be in writing and shall be either personally delivered or mailed by certified mail at the addresses set forth in the page of this agreement. Such addresses may be changed, from time to time, by means of a notice given in the manner provided in this Section 6 (c).
- (d) **Severability.** If any provision of this Safe (in whole or part) is held to be illegal, invalid or otherwise unenforceable, the other provisions will remain mutatis mutandis in full force and effect.
- (e) **Non-Assignability.** No Party may assign or transfer, in whole or in part, or delegate all or any portion of his respective rights or obligations under this Safe without the prior written consent of the other Parties. Any assignment, transfer or delegation made without such consent shall be null and void.

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7. **Governing Law and Jurisdiction**

- (a) **Governing law:** This Safe is governed by Swiss substantive law, to the exclusion of the conflict of laws' provision thereof.
- (b) **Jurisdiction:** Any dispute, controversy or claim arising out of or in relation to this Safe, including the validity, invalidity, breach or termination thereof, shall be settled exclusively by the courts of Geneva, Switzerland, subject to appeal to the Swiss Federal Tribunal.

IN WITNESS WHEREOF, the Parties have duly executed this Safe in two originals on the date indicated in Appendix 1.

Signatures

The Company:

Workers in FOCUS LLC

Place, date

By: Matko Pavic

Title: Partner and Manager

Address: c/o Juris Services

AG,

Industriestrasse

47,

6300 Zug

Email:

info@workersinfocus.com

The Purchaser

Signature :

Place, date

By:

Address:

Email:

Purchase Amount:

Purchase Date:

**The Founder:
Signature :**

Matko Pavic

Place, date

By: Matko Pavic

c/o Juris Services AG,

Industriestrasse 47,

6300 Zug

Purchase Date:

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Appendix - Shares Purchased

Purchaser Name	
Date of birth	
Domicile address	
Email address	
Date	
Number of Membership Shares	30
Membership Preferred Share Price	3.33 CHF
Total of Membership Shares Price Paid	100 CHF
Membership Paid for the following time frame	Lifetime membership
Total Monthly Fee for Membership (subject to further changes)	1 CHF
Number of Retail Shares	0
Retail Share Price	0
Total of Retail Shares Price Paid	0