intoDNA, Inc. | SAFE Terms — One-Page Summary

Current draft SAFE (Simple Agreement for Future Equity) · Summary prepared August 2026 · For reference only — the executed SAFE governs; this is not legal or investment advice.

Key Economic Terms

Instrument	SAFE (Simple Agreement for Future Equity) — Y Combinator post-money form
Issuer	intoDNA, Inc., a Delaware corporation
Post-Money Valuation Cap	$75,000,000
Discount Rate	90% (i.e., a 10% discount to the next priced round's share price)
Purchase Amount	Per investor; entered at signing (blank in this draft)
Conversion Price	The better of (for the investor): Safe Price ($75M ÷ Company Capitalization) or Discount Price (90% × next-round price) — whichever yields more shares
Interest / Maturity	None — a SAFE is not debt; no interest accrues and there is no repayment date
Governing Law	Delaware

What Happens on Each Event

Equity Financing (priced round)	Converts automatically into "Safe Preferred Stock" (a shadow series of the new preferred) at the Conversion Price. Investor signs the same round documents as new-money investors, with customary drag-along carve-outs.
Liquidity Event (change of control, IPO, or direct listing)	Investor receives the greater of (i) the Purchase Amount back in cash (Cash-Out Amount) or (ii) the as-converted value at the Liquidity Price ($75M ÷ Liquidity Capitalization). Same choice of consideration as other securityholders.
Dissolution / wind-down	Investor is entitled to the Purchase Amount (Cash-Out Amount), subject to liquidation priority.
Termination	The SAFE ends automatically once shares are issued on conversion or once amounts due on a liquidity/dissolution event are paid or set aside.

Liquidation Priority (in a liquidity or dissolution event)

Operates like standard non-participating preferred stock: junior to debt and creditor claims (including unconverted convertible notes); pari passu with other SAFEs and preferred stock (pro rata if proceeds are insufficient); senior to common stock. The as-converted (Conversion Amount) alternative ranks alongside common stock.

Investor Rights, Restrictions & Other Terms

- **No stockholder rights before conversion —** no voting or information rights as a SAFE holder; treated as stock only for tax purposes. If a cash dividend is paid on common stock while the SAFE is outstanding, the investor receives an equivalent Dividend Amount.
- **Transfer restrictions —** not transferable without the other party's written consent, except to the investor's estate/heirs or affiliates (funds under common control, general partners, etc.). Securities are unregistered (Securities Act restrictions apply).
- **Amendments —** by written consent of the Company plus either the investor or a majority-in-interest of all outstanding SAFEs with the same $75M cap and 90% discount rate; the Purchase Amount itself can never be amended by majority vote, and all holders must be treated the same.
- **Accredited investors only —** the investor represents accredited status (Reg D Rule 501); if not accredited at the time of the Equity Financing, the Company may void the SAFE and return the Purchase Amount.
- **Tax treatment —** the parties agree to treat the SAFE as common stock for U.S. federal and state income tax purposes (including for Section 1202 / QSBS purposes).

What the Numbers Mean in Practice

The $75M post-money cap sets a floor on the ownership an investor receives: at conversion in a priced round, each investor owns at least Purchase Amount ÷ $75M of the company (as of immediately before the new round's dilution). Example: a $500,000 SAFE converts to at least ~0.67% ownership on that basis. The 10% discount applies instead whenever it produces more shares — broadly, when the round prices the company below roughly $83M — so the investor always gets the better of the cap or the discount, never both.