



LOJS SHIPPING FORM - IN OFFICE CASE MANAGER

**Shipping Form MUST be printed and placed on top of the physical case, by case manager.*

**Final copy of the Shipping Form MUST be uploaded to Sharepoint for our records, by admin.*

Case Manager Name: THAYNA

Client Name/Case Type: KARAN KANWAR (O-1A)

DELIVERY METHOD (select one) (CM)

☐ USPS

☒ FEDEX

o 2Day or

o OVERNIGHT

▪ FedEx Overnight Approved by: _____

URGENT SHIPPING – MUST PRIORITIZE (CM)

☐ YES

☒ NO

- Reason for Urgency (describe):

DOES CASE MANAGER WANT TO APPROVE FINAL CASE SCAN BEFORE SHIPPING? (CM)

☒ YES

☐ NO

SHIPPING PROCEDURE DATES

Date and Time Physical Case Given to Admin for Scanning (CM): 11/17 @ 3:03 pm

Date and Time FINAL Case Scan Approved by Case Manager (Admin): _____

Date Shipped by Admin (Admin): _____

SHIPPING ADDRESS (CM)

☒ As it appears on Attorney Cover Letter, or

☐ Provided here:

o

Tracking Number (Admin): 818148948890

Expected Delivery Date (Admin): _____

**Must be uploaded to SharePoint after shipping.*

00006

00076

FedEx
Express

 Package
US Airbill
FedEx
Tracking
Number

8181 4894 8890

Form
ID No.

0215

Sender's Copy

1 From Please print and press hard.

Date

11/17/2023

Sender's FedEx
Account Number3409-0578-4
SENDER'S FEDEX ACCOUNT NUMBER ONLYSender's
Name

THAYNA SOARES

Phone (617 819-9204

Company

LAW OFFICE OF JACOB SAPOCHNICK

Address

1502 6TH AVE

Dept./Floor/Suite/Room

City

SAN DIEGO

State

CA

ZIP

92101-3216

2 Your Internal Billing Reference

First 24 characters will appear on invoice.

OPTIONAL

3 To

Recipient's
Name

USCIS TEXAS SERVICE CENTER

Phone ()

Company

Attn: I-129 O Premium PROCESSING

Address

6046 N. BELT LINE RD.

We cannot deliver to P.O. boxes or P.O. ZIP codes.

Dept./Floor/Suite/Room

Address

STE 904

Use this line for the HOLD location address or for continuation of your shipping address.

City

IRVINE

State

TX

ZIP

75038-0001

0140849570



Ship it. Track it. Pay for it. All online.

Go to fedex.com

4 Express Package Service

*To most locations.

 Packages up to 150 lbs.
For packages over 150 lbs., use the
FedEx Express Freight US Airbill.

Next Business Day

☐ FedEx First Overnight
Earliest next business morning delivery to select locations. Friday shipments will be delivered on Monday unless Saturday Delivery is selected.

☐ FedEx Priority Overnight
Next business morning.* Friday shipments will be delivered on Monday unless Saturday Delivery is selected.

☒ FedEx Standard Overnight
Next business afternoon.*
Saturday Delivery NOT available.

2 or 3 Business Days

☐ FedEx 2Day A.M.
Second business morning.*
Saturday Delivery NOT available.

☐ FedEx 2Day
Second business afternoon.* Thursday shipments will be delivered on Monday unless Saturday Delivery is selected.

☐ FedEx Express Saver
Third business day.*
Saturday Delivery NOT available.

5 Packaging

*Declared value limit \$500.

☐ FedEx Envelope*

☒ FedEx Pak*

☐ FedEx Box

☐ FedEx Tube

☐ Other

6 Special Handling and Delivery Signature Options

Fees may apply. See the FedEx Service Guide.

☐ Saturday Delivery
NOT available for

FedEx Standard Overnight, FedEx 2Day A.M., or FedEx Express Saver.

☒ No Signature Required
Package may be left without
obtaining a signature for delivery.

☐ Direct Signature
Someone at recipient's address
may sign for delivery.

☐ Indirect Signature
If no one is available at recipient's
address, someone at a neighboring
address may sign for delivery. For
residential deliveries only.

Does this shipment contain dangerous goods?

One box must be checked.

☒ No

☐ Yes
As per associated
Shipper's Declaration.

☐ Yes
Shipper's Declaration
not required.

☐ Dry Ice
Dry Ice, 9 UN 1845 _____ x _____ kg

Restrictions apply for dangerous goods—see the current FedEx Service Guide.

☐ Cargo Aircraft Only

7 Payment Bill to:

This airbill can be used only when billing to a FedEx account number. For cash, check, or credit card transactions, please go to a staffed shipping location.

☒ Sender
Acct. No. in
Section 1 will
be billed.

Enter FedEx Acct. No. below

☐ Recipient

☐ Third Party

FedEx Acct. No.

Total Packages

Total Weight

Total Declared Value¹

1

lbs.

\$

1

.00

¹Our liability is limited to US\$100 unless you declare a higher value. See back for details. By using this airbill you agree to the service conditions on the back of this airbill and in the current FedEx Service Guide, including terms that limit our liability.

Rev. Date 4/22 • Part #163134 • ©1994-2022 FedEx • PRINTED IN U.S.A.

611

fedex.com 1.800.GoFedEx 1.800.463.3339

PULL AND RETAIN THIS COPY BEFORE AFFIXING TO THE PACKAGE. NO POUCH NEEDED.

WELLS FARGO BANK

9800 SAN PABLO AVE EL CERRITO, CA 94530

DATE 11/16/2023

2004

16-24/1220

PAY TO THE ORDER OF U.S. Department of Homeland Security

\$ 2500.00

TWO THOUSAND FIVE HUNDRED

DOLLARS

KARAN KANWAR
20201 ANSEL
IRVINE CA 92618-0172

Karan Kanwar

⑆ 1 2 2000 24 71 55 27 18 1 530 ⑈ 2004

WELLS FARGO BANK

9800 SAN PABLO AVE EL CERRITO, CA 94530

DATE 11/16/2023

2003

16-24/1220

PAY TO THE ORDER OF U.S. Department of Homeland Security

\$ 460.00

FOUR HUNDRED SIXTY

DOLLARS

KARAN KANWAR
20201 ANSEL
IRVINE CA 92618-0172

Karan Kanwar

⑆ 1 2 2000 24 71 55 27 18 1 530 ⑈ 2003



SAPOCHNICK
— **LAW FIRM** —

U.S. IMMIGRATION LAW

Serving to Give

November 11, 2023

PREMIUM PROCESSING SERVICE
USCIS Texas Service Center
Attn: I-129 O Premium Processing
6046 N Belt Line Rd. STE 907
Irving, TX 75038-0001

**Re: O-1A Petition on Behalf of Beneficiary with Extraordinary Abilities
in Technology Entrepreneurship**

Petitioner: Wing AI Technologies Inc.
Beneficiary: Karan Rakesh Kanwar

Dear Immigration Officer:

Enclosed please find the following documents for filing O-1A Petition in order for the beneficiary, Karan Kanwar, to accept work for Petitioner in the area of his extraordinary abilities in the United States.

Attached please find:

1. Forms G-28, Notice of Appearance as Attorney;
2. Form I-907, Request for Premium Processing with a check in the amount of \$2,500;
3. Form I-129, Petition for Nonimmigrant Worker with O-1 with a check in the amount of \$460;
4. Petitioner's Supporting Letter; and,
5. Supporting Documents, Exhibit 1 through 12.

If you have any questions, or need further information, please do not hesitate to contact me at (619) 819- 9204. Thank you for your prompt attention and assistance on this matter.

Very truly yours,

Marie Puertollano

Immigration Attorney

Enclosures
JS/TS

1502 Sixth Avenue
San Diego, CA 92101

TELEPHONE 619.819.9204

FAX 619.393.0467

TOLL FREE 866.488.1554

EMAIL info@h1b.biz

www.h1b.biz

www.facebook.com
/myimmigrationlawyer



Notice of Entry of Appearance
as Attorney or Accredited Representative

Department of Homeland Security

DHS

Form G-28

OMB No. 1615-0105

Expires 05/31/2021

Part 1. Information About Attorney or
Accredited Representative

1. USCIS Online Account Number (if any)

▶

Name of Attorney or Accredited Representative

2.a. Family Name (Last Name) PUERTOLLANO

2.b. Given Name (First Name) Marie

2.c. Middle Name Catherine

Address of Attorney or Accredited Representative

3.a. Street Number and Name 1502 Sixth Avenue

3.b. ☐ Apt. ☐ Ste. ☐ Flr.

3.c. City or Town San Diego

3.d. State CA 3.e. ZIP Code 92101

3.f. Province

3.g. Postal Code

3.h. Country

USA

Contact Information of Attorney or Accredited
Representative

4. Daytime Telephone Number

6198199204

5. Mobile Telephone Number (if any)

6. Email Address (if any)

thayna@h1b.biz

7. Fax Number (if any)

6193930467

Part 2. Eligibility Information for Attorney or
Accredited Representative

Select all applicable items.

1.a. ☒ I am an attorney eligible to practice law in, and a member in good standing of, the bar of the highest courts of the following states, possessions, territories, commonwealths, or the District of Columbia. If you need extra space to complete this section, use the space provided in **Part 6. Additional Information**.

Licensing Authority

CALIFORNIA SUPREME COURT

1.b. Bar Number (if applicable)

285751

1.c. I (select **only one** box) ☒ am not ☐ am subject to any order suspending, enjoining, restraining, disbaring, or otherwise restricting me in the practice of law. If you are subject to any orders, use the space provided in **Part 6. Additional Information** to provide an explanation.

1.d. Name of Law Firm or Organization (if applicable)

LAW OFFICE OF JACOB SAPOCHNICK

2.a. ☐ I am an accredited representative of the following qualified nonprofit religious, charitable, social service, or similar organization established in the United States and recognized by the Department of Justice in accordance with 8 CFR part 1292.

2.b. Name of Recognized Organization

2.c. Date of Accreditation (mm/dd/yyyy)

3. ☐ I am associated with

,
the attorney or accredited representative of record who previously filed Form G-28 in this case, and my appearance as an attorney or accredited representative for a limited purpose is at his or her request.

4.a. ☐ I am a law student or law graduate working under the direct supervision of the attorney or accredited representative of record on this form in accordance with the requirements in 8 CFR 292.1(a)(2).

4.b. Name of Law Student or Law Graduate



Part 4. Client's Consent to Representation and Signature (continued)

Options Regarding Receipt of USCIS Notices and Documents

USCIS will send notices to both a represented party (the client) and his, her, or its attorney or accredited representative either through mail or electronic delivery. USCIS will send all secure identity documents and Travel Documents to the client's U.S. mailing address.

If you want to have notices and/or secure identity documents sent to your attorney or accredited representative of record rather than to you, please select **all applicable** items below. You may change these elections through written notice to USCIS.

- 1.a. ☒ I request that USCIS send original notices on an application or petition to the business address of my attorney or accredited representative as listed in this form.
- 1.b. ☐ I request that USCIS send any secure identity document (Permanent Resident Card, Employment Authorization Document, or Travel Document) that I receive to the U.S. business address of my attorney or accredited representative (or to a designated military or diplomatic address in a foreign country (if permitted)).
- NOTE:** If your notice contains Form I-94, Arrival-Departure Record, USCIS will send the notice to the U.S. business address of your attorney or accredited representative. If you would rather have your Form I-94 sent directly to you, select **Item Number 1.c.**
- 1.c. ☐ I request that USCIS send my notice containing Form I-94 to me at my U.S. mailing address.

Signature of Client or Authorized Signatory for an Entity

2.a. Signature of Client or Authorized Signatory for an Entity

➡ Mubin Baryan

2.b. Date of Signature (mm/dd/yyyy) 11/16/2023

Part 5. Signature of Attorney or Accredited Representative

I have read and understand the regulations and conditions contained in 8 CFR 103.2 and 292 governing appearances and representation before DHS. I declare under penalty of perjury under the laws of the United States that the information I have provided on this form is true and correct.

1. a. Signature of Attorney or Accredited Representative

[Signature]

1.b. Date of Signature (mm/dd/yyyy)

11/17/2023

2.a. Signature of Law Student or Law Graduate

2.b. Date of Signature (mm/dd/yyyy)



Part 6. Additional Information

If you need extra space to provide any additional information within this form, use the space below. If you need more space than what is provided, you may make copies of this page to complete and file with this form or attach a separate sheet of paper. Type or print your name at the top of each sheet; indicate the **Page Number**, **Part Number**, and **Item Number** to which your answer refers; and sign and date each sheet.

1.a. Family Name (Last Name)

1.b. Given Name (First Name)

1.c. Middle Name

2.a. Page Number 2.b. Part Number 2.c. Item Number

2.d. _____

3.a. Page Number 3.b. Part Number 3.c. Item Number

3.d. _____

4.a. Page Number 4.b. Part Number 4.c. Item Number

4.d. _____

5.a. Page Number 5.b. Part Number 5.c. Item Number

5.d. _____

6.a. Page Number 6.b. Part Number 6.c. Item Number

6.d. _____





Request for Premium Processing Service

Department of Homeland Security
U.S. Citizenship and Immigration Services

USCIS
Form I-907
OMB No. 1615-0048
Expires 11/30/2025

For USCIS Use Only	Request Physically Received by USCIS	Returned	Resubmitted	Receipt
	Date	Date	Date	
	Date	Date	Date	
	Remarks			Action Block

To be completed by an attorney or accredited representative (if any).	<input checked="" type="checkbox"/> Select this box if Form G-28 or Form G-28I is attached.	Attorney State Bar Number (if applicable) 285751	Attorney or Accredited Representative USCIS Online Account Number (if any) <table border="1"><tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr></table>																		

▶ **START HERE** - Type or print in black ink.

Part 1. Information About the Person Filing This Request

- Alien Registration Number (A-Number) (if any)
▶ A-

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--
- USCIS Online Account Number (if any)
▶

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--
- Family Name (Last Name)

PUERTOLLANO

 Given Name (First Name)

Marie

 Middle Name

Catherine

- Company or Organization Named in the Related Case (If filed on behalf of a company or organization)

WING AI TECHNOLOGIES INC

- Mailing Address
In Care Of Name

Marie Puertollano

Street Number and Name

1502 Sixth Avenue

 Apt.

--

 Ste.

--

 Flr.

--

 Number

--

City or Town

San Diego

 State

CA

 ZIP Code

92101

[USPS ZIP Code Lookup](#)
Province

--

 Postal Code

--

 Country

USA

- Is your current mailing address the same as your physical address? ☒ Yes ☐ No
If you answered "No" to **Item Number 6.**, provide your physical address in **Item Number 7.**



Part 1. Information About the Person Filing This Request (continued)**7. Physical Address**

Street Number and Name

Apt. Ste. Flr. Number

☐ ☐ ☐

City or Town

State

ZIP Code

Province

Postal Code

Country

8. Request for Premium Processing Service (select only one box):

- ☐ I am the **petitioner** who is filing or has filed a petition eligible for Premium Processing Service.
- ☒ I am the attorney or accredited representative **for the petitioner** who is filing or has filed a petition eligible for Premium Processing Service. (Complete and submit Form G-28, Notice of Entry of Appearance as Attorney or Accredited Representative, or Form G-28I, Notice of Entry of Appearance as Attorney In Matters Outside the Geographical Confines of the United States, if Form G-28 or Form G-28I has not been submitted with the petition.)
- ☐ I am the **applicant** who is filing or has filed an application eligible for Premium Processing Service.
- ☐ I am the attorney or accredited representative **for the applicant** who is filing or has filed an application eligible for Premium Processing Service. (Complete and submit Form G-28 or Form G-28I, if Form G-28 or Form G-28I has not been submitted with the application.)

Part 2. Information About the Request

1. Form Number of Related Petition or Application

I-129

2. Receipt Number of Related Petition or Application

3. Classification or Eligibility Requested

O-1A**4. Petitioner or Applicant in the Related Case**

Family Name (Last Name)

GOMEZ

Given Name (First Name)

MARTIN

Middle Name

5. Beneficiary in the Related Case

Family Name (Last Name)

KANWAR

Given Name (First Name)

KARAN

Middle Name

RAKESH**6. Name of Point of Contact for the Company or Organization**

Family Name (Last Name)

GOMEZ

Given Name (First Name)

MARTIN

Middle Name

Position Title

Chief Operating Officer**7. Company or Organization IRS Employer Identification Number (EIN) (if any)****301027583**

Part 2. Information About the Request (continued)

8. Address of Petitioner, Applicant, Company, or Organization Named in Related Case

Street Number and Name

283 Berkeley Ave

Apt. Ste. Flr. Number

☐ ☐ ☐

City or Town

IRVINE

State

CA

ZIP Code

92612

Province

Postal Code

Country

USA

Part 3. Requestor's Statement, Contact Information, Declaration, Certification, and Signature

NOTE: Read the **Penalties** section of the Form I-907 Instructions before completing this section.

I understand that U.S. Citizenship and Immigration Services (USCIS) will refund the Premium Processing Service fee to the person listed in **Part 1.** of this request if USCIS does not take an action on the related case within the applicable processing timeframe. I understand that case actions include a referral for investigation of suspected fraud, misrepresentation, or the issuance of an approval notice, a request for evidence, a notice of intent to deny, or a denial notice.

Requestor's Statement

NOTE: Select the box for either **Item A.** or **B.** in **Item Number 1.** If applicable, select the box for **Item Number 2.**

1. Requestor's Statement Regarding the Interpreter

- A. ☒ I can read and understand English, and I have read and understand every question and instruction on this request and my answer to every question.
- B. ☐ The interpreter named in **Part 4.** read to me every question and instruction on this request and my answer to every question in , a language in which I am fluent, and I understood everything.

2. Requestor's Statement Regarding the Preparer

- ☐ At my request, the preparer named in **Part 5.**, , prepared this request for me based only upon information I provided or authorized.

Requestor's Contact Information

3. Requestor's Daytime Telephone Number

6198199204

4. Requestor's Mobile Telephone Number (if any)

5. Requestor's Fax Number (if any)

6. Requestor's Email Address (if any)

thayna@h1b.biz

Requestor's Declaration and Certification

Copies of any documents I have submitted are exact photocopies of unaltered, original documents, and I understand that USCIS may require that I submit original documents to USCIS at a later date. Furthermore, I authorize the release of any information from any and all of my records that USCIS may need to determine my eligibility for the immigration benefit that I seek.

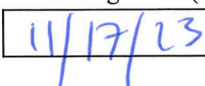
I furthermore authorize release of information contained in this request, in supporting documents, and in my USCIS records, to other entities and persons where necessary for the administration and enforcement of U.S. immigration law.



Part 3. Requestor's Statement, Contact Information, Declaration, Certification, and Signature
(continued)

I certify, under penalty of perjury, that all of the information in my request and any document submitted with it were provided or authorized by me, that I reviewed and understand all of the information contained in, and submitted with, my request and that all of this information is complete, true, and correct.

Requestor's Signature

7. Requestor's Signature  Date of Signature (mm/dd/yyyy) 

NOTE TO ALL REQUESTORS: If you do not completely fill out this request or fail to submit required documents listed in the Instructions, USCIS may deny your request.

Part 4. Interpreter's Contact Information, Certification, and Signature

Provide the following information about the interpreter.

Interpreter's Full Name

1. Interpreter's Family Name (Last Name) Interpreter's Given Name (First Name)
2. Interpreter's Business or Organization Name (if any)

Interpreter's Mailing Address

3. Street Number and Name Apt. ☐ Ste. ☐ Flr. ☐ Number
City or Town State ZIP Code
Province Postal Code Country

Interpreter's Contact Information

4. Interpreter's Daytime Telephone Number 5. Interpreter's Mobile Telephone Number (if any)
6. Interpreter's Email Address (if any)

Interpreter's Certification

I certify, under penalty of perjury, that:

I am fluent in English and , which is the same language specified in **Part 3.**

Item B. in **Item Number 1.**, and I have read to this requestor in the identified language every question and instruction on this request and his or her answer to every question. The requestor informed me that he or she understands every instruction, question, and answer on the request, including the **Requestor's Declaration and Certification**, and has verified the accuracy of every answer.



Part 4. Interpreter's Contact Information, Certification, and Signature (continued)

Interpreter's Signature

7. Interpreter's Signature Date of Signature (mm/dd/yyyy)
-
-

Part 5. Contact Information, Declaration, and Signature of the Person Preparing this Request, if Other Than the Requestor

Provide the following information about the preparer.

Preparer's Full Name

1. Preparer's Family Name (Last Name) Preparer's Given Name (First Name)
-
-
2. Preparer's Business or Organization Name (if any)
-

Preparer's Mailing Address

3. Street Number and Name Apt. Ste. Flr. Number
-
-
-
-
-
- City or Town State ZIP Code
-
-
-
- Province Postal Code Country
-
-
-

Preparer's Contact Information

4. Preparer's Daytime Telephone Number 5. Preparer's Mobile Telephone Number (if any)
-
-
6. Preparer's Email Address (if any)
-

Preparer's Statement

- 7.A. ☐ I am not an attorney or accredited representative but have prepared this request on behalf of the requestor with the requestor's consent.
- B. ☐ I am an attorney or accredited representative and my representation of the requestor in this case
- ☐ extends ☐ does not extend beyond the preparation of this request.

NOTE: If you are an attorney or accredited representative, you may need to submit a completed Form G-28 or Form G-28I with this request.



Part 5. Contact Information, Declaration, and Signature of the Person Preparing this Request, if Other Than the Requestor (continued)

Preparer's Certification

By my signature, I certify, under penalty of perjury, that I prepared this request at the request of the requestor. The requestor then reviewed this completed request and informed me that he or she understands all of the information contained in, and submitted with, his or her request, including the **Requestor's Declaration and Certification**, and that all of this information is complete, true, and correct. I completed this request based only on information that the requestor provided to me or authorized me to obtain or use.

Preparer's Signature

8. Preparer's Signature

Date of Signature (mm/dd/yyyy)



Part 6. Additional Information

If you need extra space to provide any additional information within this petition, use the space below. If you need more space than what is provided, you may make copies of this page to complete and file with this petition or attach a separate sheet of paper. Type or print your name and A-Number (if any) at the top of each sheet; indicate the **Page Number**, **Part Number**, and **Item Number** to which your answer refers; and sign and date each sheet.

1. Family Name (Last Name) Given Name (First Name) Middle Name

2. A-Number (if any) ▶ A-

3.A. Page Number 3.B. Part Number 3.C. Item Number

3.D.

4.A. Page Number 4.B. Part Number 4.C. Item Number

4.D.

5.A. Page Number 5.B. Part Number 5.C. Item Number

5.D.





Petition for a Nonimmigrant Worker

Department of Homeland Security
U.S. Citizenship and Immigration Services

USCIS
Form I-129
OMB No. 1615-0009
Expires 11/30/2025

For USCIS Use Only	Receipt	Partial Approval (explain)	Action Block
	Class: _____ No. of Workers: _____ Job Code: _____ Validity Dates: _____ From: _____ To: _____	<input type="checkbox"/> Classification Approved <input type="checkbox"/> Consulate/POE/PFI Notified At: _____ <input type="checkbox"/> Extension Granted <input type="checkbox"/> COS/Extension Granted	

► **START HERE** - Type or print in black ink.

Part 1. Petitioner Information

If you are an individual filing this petition, complete **Item Number 1**. If you are a company or an organization filing this petition, complete **Item Number 2**.

1. Legal Name of Individual Petitioner

Family Name (Last Name)

Given Name (First Name)

Middle Name

2. Company or Organization Name

WING AI TECHNOLOGIES INC

3. Mailing Address of Individual, Company or Organization

In Care Of Name

MARTIN GOMEZ

Street Number and Name

283 Berkeley Ave

Apt. Ste. Flr. Number

☐ ☐ ☐

City or Town

IRVINE

State

CA

ZIP Code

92612

Province

Postal Code

Country

USA

4. Contact Information

Daytime Telephone Number

6263471549

Mobile Telephone Number

Email Address (if any)

5. Other Information

Federal Employer Identification Number (FEIN)

► 30-1027583

Individual IRS Tax Number

►

U.S. Social Security Number (if any)

►



Part 2. Information About This Petition (See instructions for fee information)

1. **Requested Nonimmigrant Classification** (Write classification symbol):
2. **Basis for Classification** (select only one box):
- ☐ a. New employment.
- ☒ b. Continuation of previously approved employment without change with the same employer.
- ☐ c. Change in previously approved employment.
- ☐ d. New concurrent employment.
- ☐ e. Change of employer.
- ☐ f. Amended petition.
3. **Provide the most recent petition/application receipt number for the beneficiary. If none exists, indicate "None."**
4. **Requested Action** (select only one box):
- ☒ a. Notify the office in **Part 4**, so each beneficiary can obtain a visa or be admitted. (**NOTE:** A petition is not required for E-1, E-2, E-3, H-1B1 Chile/Singapore, or TN visa beneficiaries.)
- ☐ b. Change the status and extend the stay of each beneficiary because the beneficiary(ies) is/are now in the United States in another status (see instructions for limitations). This is available only when you check "New Employment" in **Item Number 2.**, above.
- ☐ c. Extend the stay of each beneficiary because the beneficiary(ies) now hold(s) this status.
- ☐ d. Amend the stay of each beneficiary because the beneficiary(ies) now hold(s) this status.
- ☐ e. Extend the status of a nonimmigrant classification based on a free trade agreement. (See Trade Agreement Supplement to Form I-129 for TN and H-1B1.)
- ☐ f. Change status to a nonimmigrant classification based on a free trade agreement. (See Trade Agreement Supplement to Form I-129 for TN and H-1B1.)
5. **Total number of workers included in this petition.** (See instructions relating to when more than one worker can be included.)

Part 3. Beneficiary Information (Information about the beneficiary/beneficiaries you are filing for. Complete the blocks below. Use the Attachment-1 sheet to name each beneficiary included in this petition.)

1. **If an Entertainment Group, Provide the Group Name**
-
2. **Provide Name of Beneficiary**
- | Family Name (Last Name) | Given Name (First Name) | Middle Name |
|-------------------------|-------------------------|-------------|
| KANWAR | KARAN | RAKESH |
3. **Provide all other names the beneficiary has used.** Include nicknames, aliases, maiden name, and names from all previous marriages.
- | Family Name (Last Name) | Given Name (First Name) | Middle Name |
|-------------------------|-------------------------|-------------|
| | | |
| | | |
| | | |
4. **Other Information**
- | | | |
|----------------------------|--------------------------------------------------------------------------|------------------------------------------------|
| Date of birth (mm/dd/yyyy) | Gender | U.S. Social Security Number (if any) |
| 04/26/1996 | <input checked="" type="checkbox"/> Male <input type="checkbox"/> Female | <input type="text" value="8 4 4 2 1 5 0 8 8"/> |

Part 3. Beneficiary Information (Information about the beneficiary/beneficiaries you are filing for. Complete the blocks below. Use the Attachment-1 sheet to name each beneficiary included in this petition.) (continued)

Alien Registration Number (A-Number) Country of Birth
▶ A- INDIA

Province of Birth Country of Citizenship or Nationality
MAHARASHTRA INDIA

5. If the beneficiary is in the United States, complete the following:

Date of Last Arrival (mm/dd/yyyy) I-94 Arrival-Departure Record Number Passport or Travel Document Number
11/11/2023 ▶ 6 3 0 4 9 4 3 3 4 A 3 Z6408484

Date Passport or Travel Document Issued (mm/dd/yyyy) Date Passport or Travel Document Expires (mm/dd/yyyy) Passport or Travel Document Country of Issuance
12/09/2021 12/08/2031 INDIA

Current Nonimmigrant Status Date Status Expires or D/S (mm/dd/yyyy)
01 - ALIEN W-EXTRAORDINARY ABILITY 05/26/2024

Student and Exchange Visitor Information System (SEVIS) Number (if any) Employment Authorization Document (EAD) Number (if any)

6. Current Residential U.S. Address (if applicable) (do not list a P.O. Box)

Street Number and Name Apt. Ste. Flr. Number
6415 Schmidt Ln ☒ ☐ ☐ B311
City or Town State ZIP Code
EL CERRITO CA 94530

Part 4. Processing Information

1. If a beneficiary or beneficiaries named in **Part 3.** is/are outside the United States, or a requested extension of stay or change of status cannot be granted, state the U.S. Consulate or inspection facility you want notified if this petition is approved.

a. Type of Office (select only one box): ☒ Consulate ☐ Pre-flight inspection ☐ Port of Entry

b. Office Address (City)

HONG KONG

c. U.S. State or Foreign Country

CHINA

d. Beneficiary's Foreign Address

Street Number and Name Apt. Ste. Flr. Number
33 CASTLE PEAK ROAD 11Flr ☒ ☐ ☐ G

City or Town State
SHAM TSENG Tuen Mun

Province Postal Code Country
New Territories NA CHINA

2. Does each person in this petition have a valid passport? ☒ Yes ☐ No. If no, go to **Part 9.** and type or print your explanation.

Part 4. Processing Information (continued)

3. Are you filing any other petitions with this one?
☐ Yes. If yes, how many? ▶ ☒ No
4. Are you filing any applications for replacement/initial I-94, Arrival-Departure Records with this petition? Note that if the beneficiary was issued an electronic Form I-94 by CBP when he/she was admitted to the United States at an air or sea port, he/she may be able to obtain the Form I-94 from the CBP Website at www.cbp.gov/i94 instead of filing an application for a replacement/initial I-94.
☐ Yes. If yes, how many? ▶ ☒ No
5. Are you filing any applications for dependents with this petition?
☐ Yes. If yes, how many? ▶ ☒ No
6. Is any beneficiary in this petition in removal proceedings?
☐ Yes. If yes, proceed to **Part 9.** and list the beneficiary's(ies) name(s). ☒ No
7. Have you ever filed an immigrant petition for any beneficiary in this petition?
☐ Yes. If yes, how many? ▶ ☒ No
8. Did you indicate you were filing a new petition in **Part 2.**?
☐ Yes. If yes, answer the questions below. ☒ No. If no, proceed to **Item Number 9.**
- a. Has any beneficiary in this petition ever been given the classification you are now requesting within the last seven years?
☐ Yes. If yes, proceed to **Part 9.** and type or print your explanation. ☐ No
- b. Has any beneficiary in this petition ever been denied the classification you are now requesting within the last seven years?
☐ Yes. If yes, proceed to **Part 9.** and type or print your explanation. ☐ No
9. Have you ever previously filed a nonimmigrant petition for this beneficiary?
☒ Yes. If yes, proceed to **Part 9.** and type or print your explanation. ☐ No
10. If you are filing for an entertainment group, has any beneficiary in this petition not been with the group for at least one year?
☐ Yes. If yes, proceed to **Part 9.** and type or print your explanation. ☒ No
- 11.a. Has any beneficiary in this petition ever been a J-1 exchange visitor or J-2 dependent of a J-1 exchange visitor?
☐ Yes. If yes, proceed to **Item Number 11.b.** ☒ No
- 11.b. If you checked yes in **Item Number 11.a.**, provide the dates the beneficiary maintained status as a J-1 exchange visitor or J-2 dependent. Also, provide evidence of this status by attaching a copy of either a DS-2019, Certificate of Eligibility for Exchange Visitor (J-1) Status, a Form IAP-66, or a copy of the passport that includes the J visa stamp.
-

Part 5. Basic Information About the Proposed Employment and Employer

Attach the Form I-129 supplement relevant to the classification of the worker(s) you are requesting.

- | | |
|---------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------|
| 1. Job Title
<div style="border: 1px solid black; padding: 2px;">Chief Executive Officer</div> | 2. LCA or ETA Case Number
<div style="border: 1px solid black; height: 20px;"></div> |
|---------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------|



Part 5. Basic Information About the Proposed Employment and Employer (continued)

3. Address where the beneficiary(ies) will work if different from address in **Part 1**.

Street Number and Name

The same as Part 1

Apt. Ste. Flr. Number

☐☐☐

City or Town

State

ZIP Code

4. Did you include an itinerary with the petition? ☐ Yes ☒ No
5. Will the beneficiary(ies) work for you off-site at another company or organization's location? ☐ Yes ☒ No
6. Will the beneficiary(ies) work exclusively in the Commonwealth of the Northern Mariana Islands (CNMI)? ☐ Yes ☒ No
7. Is this a full-time position? ☒ Yes ☐ No

8. If the answer to **Item Number 7** is no, how many hours per week for the position? ▶

9. Wages: \$ 90,000.00 per (Specify hour, week, month, or year) ▶

10. Other Compensation (Explain)

30% of company's ownership

11. Dates of intended employment From: (mm/dd/yyyy) 12/20/2023 To: (mm/dd/yyyy) 12/19/2026

12. Type of Business

CORPORATION

13. Year Established

2018

14. Current Number of Employees in the United States

4

15. Gross Annual Income

PRIVATE

16. Net Annual Income

PRIVATE

Part 6. Certification Regarding the Release of Controlled Technology or Technical Data to Foreign Persons in the United States

(This section of the form is required only for H-1B, H-1B1 Chile/Singapore, L-1, and O-1A petitions. It is not required for any other classifications. Please review the Form I-129 General Filing Instructions before completing this section.)

Select Item Number 1. or Item Number 2. as appropriate. DO NOT select both boxes.

With respect to the technology or technical data the petitioner will release or otherwise provide access to the beneficiary, the petitioner certifies that it has reviewed the Export Administration Regulations (EAR) and the International Traffic in Arms Regulations (ITAR) and has determined that:

1. ☒ A license is not required from either the U.S. Department of Commerce or the U.S. Department of State to release such technology or technical data to the foreign person; or
2. ☐ A license is required from the U.S. Department of Commerce and/or the U.S. Department of State to release such technology or technical data to the beneficiary and the petitioner will prevent access to the controlled technology or technical data by the beneficiary until and unless the petitioner has received the required license or other authorization to release it to the beneficiary.

Part 7. Declaration, Signature, and Contact Information of Petitioner or Authorized Signatory (Read the information on penalties in the instructions before completing this section.)

Copies of any documents submitted are exact photocopies of unaltered, original documents, and I understand that, as the petitioner, I may be required to submit original documents to U.S. Citizenship and Immigration Services (USCIS) at a later date.

I authorize the release of any information from my records, or from the petitioning organization's records that USCIS needs to determine eligibility for the immigration benefit sought. I recognize the authority of USCIS to conduct audits of this petition using publicly available open source information. I also recognize that any supporting evidence submitted in support of this petition may be verified by USCIS through any means determined appropriate by USCIS, including but not limited to, on-site compliance reviews.

If filing this petition on behalf of an organization, I certify that I am authorized to do so by the organization.

I certify, under penalty of perjury, that I have reviewed this petition and that all of the information contained in the petition, including all responses to specific questions, and in the supporting documents, is complete, true, and correct.

1. Name and Title of Authorized Signatory

Family Name (Last Name)

GOMEZ

Given Name (First Name)

MARTIN

Title

CHIEF OPERATING OFFICER

2. Signature and Date

Signature of Authorized Signatory

→ *Martin Gomez*

Date of Signature (mm/dd/yyyy)

11/16/2023

3. Signatory's Contact Information

Daytime Telephone Number

6263471549

Email Address (if any)

martingetwingapp.com

NOTE: If you do not fully complete this form or fail to submit the required documents listed in the instructions, a final decision on your petition may be delayed or the petition may be denied.

Part 8. Declaration, Signature, and Contact Information of Person Preparing Form, If Other Than Petitioner

Provide the following information concerning the preparer:

1. Name of Preparer

Family Name (Last Name)

PUERTOLLANO

Given Name (First Name)

Marie

2. Preparer's Business or Organization Name (if any)

(If applicable, provide the name of your accredited organization recognized by the Board of Immigration Appeals (BIA).)

Law offices of Jacob Sapochnick

3. Preparer's Mailing Address

Street Number and Name

1502 Sixth Avenue

Apt. Ste. Flr. Number

☐ ☐ ☐

City or Town

San Diego

State

CA

ZIP Code

92101

Province

Postal Code

Country

USA

4. Preparer's Contact Information

Daytime Telephone Number

6198199204

Fax Number

Email Address (if any)

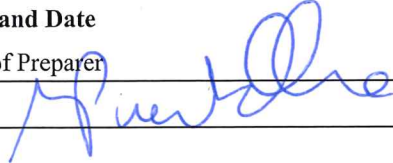
mariep@h1b.biz

Preparer's Declaration

By my signature, I certify, swear, or affirm, under penalty of perjury, that I prepared this petition on behalf of, at the request of, and with the express consent of the petitioner or authorized signatory. The petitioner has reviewed this completed petition as prepared by me and informed me that all of the information in the form and in the supporting documents, is complete, true, and correct.

5. Signature and Date

Signature of Preparer



Date of Signature (mm/dd/yyyy)

11/17/2023



Part 9. Additional Information About Your Petition For Nonimmigrant Worker

If you require more space to provide any additional information within this petition, use the space below. If you require more space than what is provided to complete this petition, you may make a copy of **Part 9.** to complete and file with this petition. In order to assist us in reviewing your response, you must identify the **Page Number, Part Number and Item Number** corresponding to the additional information.

1. A-Number ▶ A-

2. Page Number

4

Part Number

4

Item Number

9

Mr. Karan Kanwar had a previous O-1A approved (WAC2120051263) to work as CEO of WING AI from May 17, 2021 to May 16, 2024.

3. Page Number

Part Number

Item Number

4. Page Number

Part Number

Item Number





O and P Classifications Supplement to Form I-129

Department of Homeland Security
U.S. Citizenship and Immigration Services

USCIS
Form I-129
OMB No. 1615-0009
Expires 11/30/2025

Section 1. Complete This Section if Filing for O or P Classification

1. Name of the Petitioner

WING AI TECHNOLOGIES INC

Name of the Beneficiary or if this petition includes multiple beneficiaries, the total number of beneficiaries included.

2.a. Name of the Beneficiary

KARAN RAKESH KANWAR

OR

2.b. Provide the total number of beneficiaries:

1

3. Classification sought (select only one box)

- ☒ a. O-1A Alien of extraordinary ability in sciences, education, business or athletics (not including the arts, motion picture or television industry)
- ☐ b. O-1B Alien of extraordinary ability in the arts or extraordinary achievement in the motion picture or television industry
- ☐ c. O-2 Accompanying alien who is coming to the United States to assist in the performance of the O-1
- ☐ d. P-1 Major League Sports
- ☐ e. P-1 Athlete or Athletic/Entertainment Group (includes minor league sports not affiliated with Major League Sports)
- ☐ f. P-1S Essential Support Personnel for P-1
- ☐ g. P-2 Artist or entertainer for reciprocal exchange program
- ☐ h. P-2S Essential Support Personnel for P-2
- ☐ i. P-3 Artist/Entertainer coming to the United States to perform, teach, or coach under a program that is culturally unique
- ☐ j. P-3S Essential Support Personnel for P-3

4. Explain the nature of the event.

See Attached Petitioner's Letter

5. Describe the duties to be performed.

See Attached Petitioner's Letter

6. If filing for an O-2 or P support classification, list dates of the beneficiary's prior work experience under the principal O-1 or P alien.

7.a. Does any beneficiary in this petition have ownership interest in the petitioning organization?

- ☒ Yes. If yes, please explain in Item Number 7.b. ☐ No.



Section 1. Complete This Section if Filing for O or P Classification (continued)

7.b. Explanation

30% of company ownership

8. Does an appropriate labor organization exist for the petition?

☐ Yes ☒ No. If no, proceed to **Part 9.** and type or print your explanation.

9. Is the required consultation or written advisory opinion being submitted with this petition?

☒ Yes ☐ No - copy of request attached ☐ N/A

If no, provide the following information about the organization(s) to which you have sent a duplicate of this petition.

O-1 Extraordinary Ability

10.a. Name of Recognized Peer/Peer Group or Labor Organization

10.b. Physical Address

Street Number and Name

Apt. Ste. Flr. Number

☐ ☐ ☐

City or Town

State

ZIP Code

10.c. Date Sent (mm/dd/yyyy)

10.d. Daytime Telephone Number

O-1 Extraordinary achievement in motion pictures or television

11.a. Name of Labor Organization

11.b. Complete Address

Street Number and Name

Apt. Ste. Flr. Number

☐ ☐ ☐

City or Town

State

ZIP Code

11.c. Date Sent (mm/dd/yyyy)

11.d. Daytime Telephone Number

12.a. Name of Management Organization

12.b. Physical Address

Street Number and Name

Apt. Ste. Flr. Number

☐ ☐ ☐

City or Town

State

ZIP Code

12.c. Date Sent (mm/dd/yyyy)

12.d. Daytime Telephone Number



Section 1. Complete This Section if Filing for O or P Classification (continued)

O-2 or P alien

13.a. Name of Labor Organization

13.b. Complete Address

Street Number and Name

Apt. Ste. Flr. Number

☐ ☐ ☐

City or Town

State

ZIP Code

13.c. Date Sent (mm/dd/yyyy)

13.d. Daytime Telephone Number

Section 2. Statement by the Petitioner

I certify that I, the petitioner, and the employer whose offer of employment formed the basis of status (if different from the petitioner) will be jointly and severally liable for the reasonable costs of return transportation of the beneficiary abroad if the beneficiary is dismissed from employment by the employer before the end of the period of authorized stay.

1. Name of Petitioner

Family Name (Last Name)

Given Name (First Name)

Middle Name

2. Signature and Date

Signature of Petitioner

→ *Martin Gomez*

Date of Signature (mm/dd/yyyy)

11/16/2023

3. Petitioner's Contact Information

Daytime Telephone Number

Email Address (if any)



O-1A PETITION BY WING AI TECHNOLOGIES INC. ON BEHALF OF KARAN KANWAR

Petitioner: WING AI TECHNOLOGIES, INC.

Beneficiary: KARAN RAKESH KANWAR

LIST OF EXHIBITS

Exhibit 1: Legal Brief

Exhibit 2: Biographical Documents and Education of the Beneficiary

- Copies of Beneficiary's Passport ID page
- Copy of Beneficiary's O-1A Visa and Prior O-1A Approval Notice
- Copies of Beneficiary's Degree
- Beneficiary's Resume

Exhibit 3: Information About the Field of Endeavor and Employment

- Information about the field of Technology Entrepreneurship
- Beneficiary's Contract with Wing AI Technologies Inc.
- Petitioner's Incorporation Documents
- Petitioner's Identification Number (EIN)
- About Petitioner – Wing AI Technologies Inc.
 - Tax Return
 - 1099K (2020, 2021, and 2022)
 - Pitch Deck
 - Wing AI SAFE Agreement Signed by Surface Ventures – Valuation Cap of \$21M

Exhibit 4: Critical and Leading Role

MR. KARAN KANWAR HAS BEEN EMPLOYED IN A CRITICAL AND LEADING ROLE AT ORGANIZATIONS WITH DISTINGUISHED REPUTATION.

- Wing AI Technologies Inc. as an organization with a distinguished reputation
 - Evidence of the Beneficiary's Employment with Wing AI Technologies
 - Website
 - Valuation Cap of \$21M
 - Revenue Metrics
 - Evidence of Notable Clients (Johnson & Johnson, MIT, Notion, and RingCentral)
 - Evidence of Capital Raised- Cap Table
- Technossus as an organization with a distinguished reputation
 - Evidence of the Beneficiary's Employment with Technossus
 - Website
 - Media Articles about Technossus
- Morgan Stanley as an organization with a distinguished reputation
 - Evidence of the Beneficiary's Employment with Morgan Stanley
 - Website
 - Media Articles about Morgan Stanley

O-1A PETITION BY WING AI TECHNOLOGIES INC. ON BEHALF OF KARAN KANWAR

Petitioner: WING AI TECHNOLOGIES, INC.

Beneficiary: KARAN RAKESH KANWAR

Exhibit 5: Testimonies from independent experts confirming the Beneficiary's leading or critical role.

- Letter from Chon Tang, the Managing Director at the Berkeley SkyDeck Fund, Resume
- Letter from Martin Gomez, the Co-founder at Wing AI, Resume
- Letter from Giri Kalluri, the Managing Partner at Technossus, Resume
- Letter from Shannon Alfaro, UC Irvine Faculty Advisor, Resume
- Letter from Neil Sahota, Chief Innovation Officer at UC Irvine School of Law, Resume
- Letter from Caroline Winnett, the Executive Director of Berkeley SkyDeck, Resume

Exhibit 6: Original Contribution

EVIDENCE OF THE ALIEN'S ORIGINAL SCIENTIFIC, SCHOLARLY, OR BUSINESS-RELATED CONTRIBUTIONS OF MAJOR SIGNIFICANCE IN THE FIELD

- *DEVELOPING AND COMMERCIALIZING WING AI'S MOBILE APPLICATION ASSISTANT FOR BUSINESSES AND INDIVIDUALS, WHICH HAS ATTRACTED INTEREST FROM THOUSANDS OF COMPANIES ACROSS THE GLOBE FOR ITS NOVEL FEATURES*
 - Wing AI Source Code by Mr. Karan Kanwar
 - Wing AI Proprietary Platform
 - Wing IA: Application of State-of-the-art NLP Classification and Generation Models for Intent Identification of Customer Requests
 - Wing NLP: Application of Pretrained Language Models and Syntactic Analysis Tasks in a Modular and Scalable NLP System for a Virtual Assistant

Exhibit 7: High Salary

MR. KARAN KANWAR COMMANDED OR WILL COMMAND A HIGH REMUNERATION FOR SERVICES IN RELATION TO OTHERS IN THE FIELD.

- Mr. Karan Kanwar's Wing AI Paystubs
- Mr. Karan Kanwar's Wing AI Common Stock Purchase Agreement
- OOH Information
- Salary.com Wage Information
- PayScale Wage Information and Methodology
- FLC Data Center Wages for San Francisco, CA
- FLC Data Center Wages for 3 Biggest Cities in the U.S.
 - New York, NY
 - Los Angeles, CA
 - Chicago, IL

O-1A PETITION BY WING AI TECHNOLOGIES INC. ON BEHALF OF KARAN KANWAR

Petitioner: WING AI TECHNOLOGIES, INC.

Beneficiary: KARAN RAKESH KANWAR

Exhibit 8: Major Media Coverage of Beneficiary's Work

PUBLISHED MATERIAL ABOUT THE ALIEN IN PROFESSIONAL OR MAJOR TRADE PUBLICATIONS OR OTHER MAJOR MEDIA, RELATING TO THE ALIEN'S WORK IN THE FIELD FOR WHICH CLASSIFICATION IS SOUGHT

- ARTICLES:
 - Forbes, 2020
 - BuiltIn.com, 2020
 - Silicon Republic, 2020
 - Start Up Beat, 2020
 - The Panda Tech, 2020

Exhibit 9: Membership

MR. KARAN KANWAR PROOF OF MEMBERSHIP IN ASSOCIATIONS IN THE FIELD FOR WHICH CLASSIFICATION IS SOUGHT, WHICH REQUIRE OUTSTANDING ACHIEVEMENTS OF THEIR MEMBERS

- Berkeley SkyDeck
 - Membership's Letter from Caroline Winnett, the Executive Director of Berkeley SkyDeck
 - Welcome Letter from Sibyl Chen, the Senior Director of Berkeley SkyDeck, Resume
 - About the Berkeley SkyDeck
 - Board of Directors
- Forbes Technology Council
 - Mr. Karan Kanwar's Profile
 - Welcome E-mail
 - Council Application
 - Terms of Service
 - What Does It Mean To Be on the Forbes Technology Council? October 4, 2022, Twintel
 - Forbes Technology Council Revenue and Competitors. Growjo
 - Prominent Forbes Technology Council Members
 - Mr. Marc Bell, Serial Entrepreneur and Five- Time Unicorn Founder, with Press Release;
 - Mr. John Dove, Vice President of Technology Solutions at Horry Georgetown Technical College with Press Release;
 - Mr. Adi Ekshtain, Co-Founder of Amaryllis Payment Solutions with Press Release;
 - Mr. Gustav Westman, Founder and CEO of BrightBid, with Press Release
 - Mr. Jorge Garcia, Co-Founder and CTO of Hello Iconic with Press Release;
 - Mr. Clayton Nicholas, Founder and CEO of Vibronyx. with Press Release of Acceptance;
 - Mr. Mo Dua, CTO of WindESCo, with Press Release
 - Mr. Vivek Bhaskaran, Founder and CEO of QuestionPro, with Press Release of Acceptance;
 - Ms. Missy Young, CIO of Switch, with Press Release

O-1A PETITION BY WING AI TECHNOLOGIES INC. ON BEHALF OF KARAN KANWAR

Petitioner: WING AI TECHNOLOGIES, INC.

Beneficiary: KARAN RAKESH KANWAR

- Professional Profiles of Experts Selecting Members
 - Ms. Joyce Johnson, Forbes Council Selection Committee
 - Ms. Maya Reed, Forbes Council Selection Committee
 - Mr. Jose Davila, Forbes Council Selection Committee
 - Mr. Leo White, Forbes Council Selection Committee
 - Ms. Tamara Bullock, Director of Membership Forbes Council

Exhibit 10: Judge

EVIDENCE OF THE ALIEN'S PARTICIPATION, EITHER INDIVIDUALLY OR ON A PANEL, AS A JUDGE OF THE WORK OF OTHERS IN THE SAME OR AN ALLIED FIELD OF SPECIFICATION FOR WHICH CLASSIFICATION IS SOUGHT.

- UCI Data Science Hackathon
 - Emails confirming Mr. Karan Kanwar participation as a Judge at UCI Data Science Hackathon
 - Event Website
- Berkeley SkyDeck Selection Committee Member
 - Selection Committee E-mail Confirming Mr. Kanwar Participation

Exhibit 11: Awards

DOCUMENTATION OF THE BENEFICIARY'S RECEIPT OF NATIONALLY OR INTERNATIONALLY RECOGNIZED PRIZES OR AWARDS FOR EXCELLENCE IN THE FIELD OF ENDEAVOR.

- Berkeley SkyDeck Fund 1 LP
 - Award Granted - \$105,000
 - About the Program
 - Forbes articles showcasing venture capital award is a nationally and internationally recognized award in the field of technology entrepreneurship and requires excellence of its recipients

Exhibit 12: Presentations

EVIDENCE COMPARABLE TO THE EVIDENCE OF THE DISPLAY OF THE BENEFICIARY'S WORK IN THE FIELD AT ARTISTIC EXHIBITIONS OR SHOWCASES.

- U.S. Chamber AI Commission Field Hearing
 - About the Event
 - Mr. Karan Kanwar's Photos in the event
- UC Berkeley for a class called "DECODE Silicon Valley Startup Success"
 - About the Event
 - Invitation

O-1A PETITION BY WING AI TECHNOLOGIES INC. ON BEHALF OF KARAN KANWAR

Petitioner: WING AI TECHNOLOGIES, INC.

Beneficiary: KARAN RAKESH KANWAR

Exhibit 1: Legal Brief

November 15, 2023

USCIS Texas Service Center
Attn: I-129 O Premium Processing
6046 N Belt Line Rd. STE 907
Irving, TX 75038-0001

FORM I-129: **O-1A Petition for Beneficiary with Extraordinary Abilities in Technology Entrepreneurship.**

Petitioner: WING AI TECHNOLOGIES, INC.

Beneficiary: KARAN RAKESH KANWAR

Field of Expertise: TECHNOLOGY ENTREPRENEURSHIP

Dear Examiner:

This law firm represents WING AI TECHNOLOGIES, INC. ("WING AI," "Petitioner") and Mr. Karan Rakesh Kanwar ("Beneficiary," "Mr. Kanwar"), a national of India in connection with the attached Form I-129 Petition requesting an extension of his O-1A nonimmigrant classification for the Beneficiary.

This letter is submitted in support of the O-1A Petition in order for the beneficiary, Mr. Karan Kanwar, to work in the areas of his extraordinary abilities in the field of Technology Entrepreneurship in the United States.

As demonstrated in this Petition, Mr. Kanwar is a nationally and internationally recognized expert in **Technology Entrepreneurship, who developed and commercialized Artificial Intelligence's mobile application assistant for business and individuals as the first-of-its-kind application able to complete complex multi-step tasks through the use of Artificial Intelligence. With over 15 years of experience, Mr. Kanwar expertise embraces multiple domains such as AI, Technology Development and Commercialization.**

The extensive documentation referenced herein and attached hereto, evidence that Mr. Kanwar has received national and international acclaim and achieved a level of expertise indicating that he is one of the small percentage of individuals who have risen to the very top of the tech industry. Accordingly, Mr. Kanwar qualifies as an O-1A Alien of Extraordinary Ability in "Business" under 8. C.F.R. § 214.2(o)(3)(iii). We respectfully request that after full review of the evidence submitted, the USCIS approve the Petition on Mr. Kanwar's behalf for 3 years.

ABOUT THE PETITIONER

Wing AI is a pioneering technology startup that is poised to transform the landscape of personal assistance applications in the mobile market. The company leverages cutting-edge artificial intelligence technology in combination with a robust partnership network to create seamless and efficient experiences for its customers. Its core objective is to automate the execution of complex tasks on demand. (See Exhibit 3 for Wing AI's Information)

Wing AI Technologies, commonly known as Wing, is a **California-based company established in 2018 by its CEO, Karan Kanwar**, along with co-founders Martin Gomez, Saideep Gupta, and Roland Polzin. Specializing in technology-driven solutions, Wing offers tailored executive assistance. **In March 2022, Wing AI Technologies, Inc. achieved a significant milestone raising USD 2.1 million in seed funding from new investors Brookstone Venture Capital and Surface Ventures**, with participation from returning investor Berkeley SkyDeck Fund. Individual investors also participated in the round. The company's customer base includes businesses, startups, and executives. **The company's last valuation cap was USD \$21 million.**

The company functions as a subscription-based technology platform, facilitating the discovery of virtual assistants for businesses, startups, and executives across various industries, including real estate, e-commerce, content writing, social media, and more. The process for clients to acquire an assistant typically unfolds as follows: an initial introductory call is scheduled, followed by a meeting with a dedicated success manager. Subsequently, clients are guided through the setup of their accounts and commence collaboration with their designated assistant.



In essence, Wing AI empowers users to request the completion of intricate tasks, such as arranging the delivery of roses to a spouse by a specific time and making reservations at a highly rated sushi restaurant. The innovation that sets Wing AI apart is its proprietary software, which takes user requests and processes them through an ordered sequence of operations.

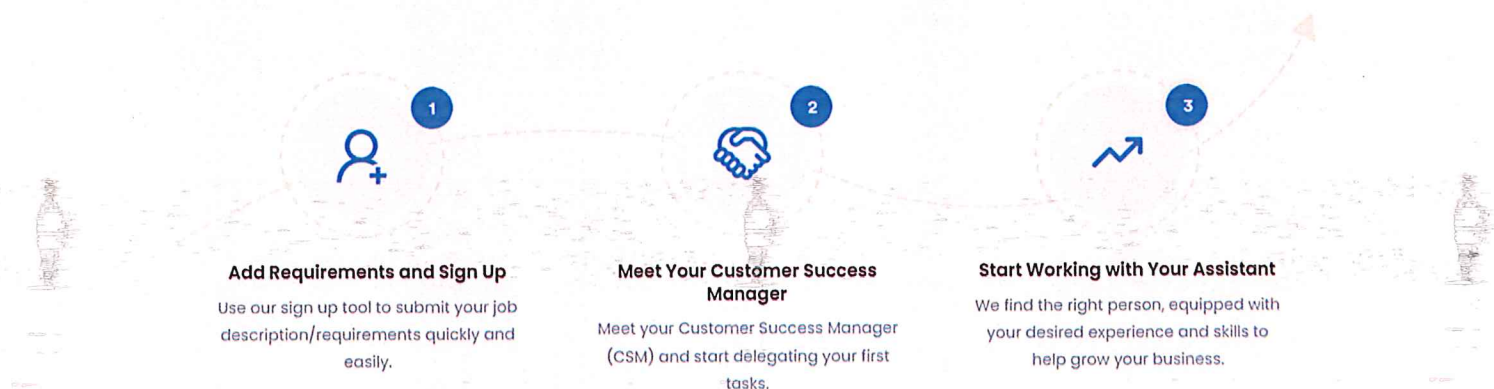
The company's primary source of revenue is derived from service fees. Their pricing structure encompasses a range of options, such as \$799 per month for a virtual assistant, \$1199 per month for an executive virtual assistant, \$799 per month for a personal assistant, and various other packages to meet diverse client needs.

From scheduling to ordering and booking, the software orchestrates every element of the task using its intelligent platform. This automation streamlines and simplifies what would otherwise be a time-consuming and complex process for the customer.

What truly distinguishes Wing AI from other personal assistance applications is its hybrid

approach. It integrates both artificial intelligence (AI) technology and human personal assistants who are smart and rigorously vetted. This combination of AI and human support provides a level

Getting Started is Easy



of quality and complexity in assistance that is unmatched. It allows businesses and individuals around the world to access comprehensive and personalized support.

The combination of AI and human assistance enables Wing AI to excel in recognizing nuances and patterns within requests. This capability goes beyond what a purely AI-driven application can achieve. It ensures that tasks are completed with a deep understanding of the specific requirements, preferences, and intricacies of each request.

Wing AI's innovative approach to personal assistance has disrupted the market and positioned the company as a notable technology startup. It represents a significant step forward in the evolution of AI-driven applications, setting a new standard for the level of support and service that businesses and individuals can access. The company's dedication to excellence and commitment to customer satisfaction makes it a trailblazer in the personal assistance industry.

ABOUT THE BENEFICIARY

Mr. Kanwar is a remarkable figure in the world of technology entrepreneurship, particularly in the domain of Artificial Intelligence (AI). His journey as a serial entrepreneur, spanning over 15 years, has been marked by numerous accomplishments and contributions to the field. His expertise extends across a wide range of domains, including AI, technology development, commercialization, and more. *(See Exhibit 2 for Beneficiary's Information)*

Mr. Kanwar's entrepreneurial spirit became evident at a young age. At the age of 15, he co-founded Glorbi Technologies, an innovative software company that specialized in the development of more

than 50 popular mobile apps. Under his leadership, the company excelled in technological innovation and gained a top-tier reputation in the competitive mobile app industry. His remarkable achievements were capped by the successful acquisition of Glorbi Technologies in 2014 when he was only 18 years old, a testament to his entrepreneurial acumen and vision.

Following his successful venture with Glorbi Technologies, Mr. Kanwar took on the role of AI Lead at Counteract, an AI-powered project supported by the United Nations Security Council's Counter-Terrorism Committee. In this capacity, he was responsible for designing and building several artificial intelligence technologies. These AI systems conducted real-time analyses of public data to identify and report international safety threats to the relevant international authorities. His work at Counteract contributed significantly to global security efforts, highlighting his commitment to applying technology for the greater good.

After his tenure at Counteract, Mr. Kanwar served as a Software Engineer at Barnes & Noble, one of the largest book retailers in the United States, from 2015 to 2017. In this role, he played a pivotal role in leading multiple teams to develop full-stack applications and streamline automated workflows. His efforts resulted in Barnes & Noble becoming much more operationally efficient across thousands of stores, showcasing his ability to leverage technology to enhance business operations.

Mr. Kanwar's journey as a technology entrepreneur is a testament to his exceptional talent and innovation in the field of AI and technology. His accomplishments not only span multiple domains but also demonstrate his commitment to using technology to address critical global challenges, making him a prominent figure in the world of technology entrepreneurship.

After his tenure at Barnes & Noble, Mr. Kanwar continued to make significant contributions to the technology industry by taking on pivotal roles at major companies. His career path reflects a remarkable trajectory marked by continuous innovation and leadership.

First, he served as an AI Consultant at LOGFLOWS, where his expertise in artificial intelligence was put to good use. This role likely involved providing strategic guidance and technical insights to help the company harness the power of AI in their operations. His stint as an AI Consultant at Technossus further underscores his standing in the AI domain, where he likely lent his valuable insights and experience to another major organization in need of AI solutions.

Notably, Mr. Kanwar also took on the role of Core Strategist at Morgan Stanley, a financial giant. This position would have entailed formulating strategies that leverage technology and AI to enhance the company's core operations and services. His involvement with such a prestigious financial institution speaks to his diverse skill set and adaptability in applying technology across various sectors.

Most recently, Mr. Kanwar co-founded Wing AI, a groundbreaking application that harnesses the power of artificial intelligence to serve as a revolutionary assistant. At Wing AI, he assumed the

role of leading the development and commercialization of their proprietary software. This accomplishment garnered significant attention, as Wing AI was featured as the "App of the Day" by Product Hunt, a renowned platform dedicated to showcasing innovative products.

Mr. Kanwar's entrepreneurial prowess shone through as he successfully secured venture capital funding for Wing AI, emphasizing the trust that investors place in his vision and expertise. The application's recognition by major media outlets further solidified its status as a groundbreaking AI-driven solution. Additionally, membership in an accelerator program and securing contracts with prestigious organizations like Kaiser Permanente are clear indicators of Mr. Kanwar's ability to navigate the complex landscape of technology entrepreneurship and establish meaningful partnerships with industry leaders.

Mr. Kanwar's journey, marked by his top-notch technical skills, visionary leadership, and an impressive track record of achievements, firmly establishes him as a prominent figure in the field of technology entrepreneurship. His ability to continually innovate and excel in diverse roles at major companies and, most recently, as a co-founder of Wing AI, underscores his status as one of the top technology founders in the industry. His contributions have garnered international recognition and serve as an inspiration to aspiring entrepreneurs and innovators in the technology sector.

As to his educational background, Mr. Kanwar holds a Bachelor's Degree in Computer Science with a concentration in Artificial Intelligence from the University of California, Irvine. Mr. Kanwar's strong computer science background combined with his excellent business acumen and experience make him a truly unique expert in **Technology Entrepreneurship**. He has a superb ability to develop innovative technological solutions with the use of Artificial Intelligence.

ABOUT THE FIELD

We wish to make clear that the Beneficiary's field is Technology Entrepreneurship (the "**Field**") and in turn provide information about this field as Exhibit 3.

Technology Entrepreneurship involves a business leadership approach that revolves around recognizing promising, technology-driven business prospects, assembling essential resources like skilled individuals and financial capital, and adeptly steering swift expansion through principled and instantaneous decision-making capabilities.

Technology entrepreneurship is a dynamic and evolving field that encompasses the intersection of technology, innovation, and business. It revolves around individuals or teams identifying and seizing opportunities within the rapidly changing landscape of technology-driven industries. This field focuses on the creation, development, and management of ventures that leverage cutting-edge technologies to bring innovative products, services, and solutions to the market.

In the realm of technology entrepreneurship, the emphasis is not only on developing groundbreaking technologies but also on effectively commercializing them. Entrepreneurs in this field need to navigate the complexities of technological advancements, market demands, and business strategies to build successful enterprises.

The field of Technology Entrepreneurship has undergone a significant transformation with the integration of Artificial Intelligence (AI) in recent years. AI is rapidly becoming a cornerstone in advancing business and marketing strategy, revolutionizing the way companies operate, make decisions, and engage with their customers. This convergence of technology and business strategy is reshaping industries across the globe.

One of the most notable impacts of AI in Technology Entrepreneurship is its role in data-driven decision-making. AI empowers organizations to leverage big data through sophisticated data analytics and machine learning algorithms. These tools extract valuable insights from vast datasets, enabling informed decision-making processes. This, in turn, allows businesses to identify trends, predict market dynamics, and adapt their strategies accordingly.

AI's capacity for personalization has also had a profound effect on business development and customer experiences. Through AI-driven algorithms, companies can analyze individual customer behaviors, preferences, and purchase histories to tailor their marketing campaigns and product offerings. This high level of personalization enhances customer satisfaction and fosters loyalty.

In addition, AI plays a pivotal role in automating and enhancing efficiency across various business processes. Technologies like Robotic Process Automation (RPA) and AI-powered chatbots streamline routine tasks, handle customer inquiries, and manage data entry. This liberates human resources to focus on more strategic endeavors while reducing operational costs.

Predictive analytics powered by AI is another valuable asset, aiding businesses in anticipating future trends and market shifts. This capability proves particularly beneficial in supply chain management, inventory optimization, and demand forecasting. **By accurately predicting demand and supply fluctuations, companies can optimize their resources and minimize waste.**

AI's contribution to customer insights cannot be understated. It can analyze customer sentiment from social media, online reviews, and customer feedback, providing valuable insights into consumer preferences. This feedback loop allows businesses to refine their products, services, and marketing strategies, fostering stronger customer relationships. Moreover, AI aids in fraud detection and cybersecurity. AI algorithms analyze patterns of behavior to identify potential security threats and anomalies in real-time, protecting business assets and customer data. This safeguard is critical in today's digital landscape.

AI-powered chatbots and virtual assistants have transformed customer service and support. These tools offer 24/7 assistance, answer common queries, and provide personalized recommendations, significantly enhancing customer satisfaction and reducing response times. AI's content generation

capabilities also deserve mention. It can generate various types of content, including articles, reports, and marketing materials. This significantly reduces the time and resources required for content creation while ensuring consistency and quality.

AI assists in market segmentation and targeting by analyzing data on consumer behavior and demographics. This allows companies to tailor their marketing campaigns to reach specific customer groups with relevant content and offers.

The integration of Artificial Intelligence into Technology Entrepreneurship has fundamentally altered the landscape of business strategies, operations, and marketing efforts. AI-driven insights, automation, and personalization have become critical components of staying competitive in today's rapidly evolving business environment. As AI continues to advance, we can anticipate even more exciting developments in this field, further reshaping the future of business and marketing.

Overall, as a **Chief Executive Officer (CEO) in the field of Technology Entrepreneurship**, individuals possess a broad range of responsibilities that encompass strategic planning, client relationship management, digital transformation, and talent development. Their expertise and leadership drive organizational growth, shape industry trends, and ensure the delivery of effective and reliable marketing AI-driven services to customers while navigating the challenges and opportunities of a dynamic and competitive market.

A majority of technology executives hold favorable views on the global (57%), national (58%), and local (63%) economies—significantly surpassing the sentiment among general midsize U.S. business leaders. Moreover, over three-quarters (77%) express optimism regarding their industry's prospects in 2023, with 85% exhibiting confidence in their own company's performance. Additionally, a substantial portion of surveyed tech leaders anticipate growth in their revenue/sales (84%) and profits (73%). **In 2023, an overwhelming majority of technology enterprises (95%) anticipate an expansion or stability in their revenue.** A slightly lower proportion (90%) foresees an increase or maintenance in their capital expenditures.

With these definitions in mind, the Beneficiary's outstanding achievements surround remarkable success as a technology entrepreneur, and the Beneficiary will be continuing to apply extraordinary abilities as a Technology Entrepreneur at the Petitioner.

THE POSITION AND TERMS OF EMPLOYMENT

Wing AI Technologies Inc. wishes to employ Mr. Kanwar under O-1 visa in the position of the **Chief Executive Officer (CEO) from November 20 ,2023, until November 19, 2026.** (See Exhibit 3 for a Copy of the Employment Agreement with Wing AI Technologies Inc.)

Mr. Kanwar's job duties will include the following:

- Driving the company's mission as a technology disrupter in the realm of artificial intelligence;
- Developing the company's vision and providing inspiring leadership company-wide;
- Making high-level decisions about policy and strategy;
- Reporting to the board of directors and keeping them informed;
- Developing and implementing operational policies and a strategic plan;
- Acting as the primary spokesperson for the company;
- Developing the company's culture and values;
- Overseeing the recruiting of new staff members;
- Overseeing the company's fiscal activity, including budgeting, financial reporting, and tax;
- Directly leading and overseeing the company's fundraising rounds;
- Assuring all legal and regulatory documents are filed and monitor compliance with laws and regulations;
- Building alliances and partnerships with other organizations;
- Overseeing the day-to-day operation of the company.

Mr. Kanwar will perform his duties at the office at 283 Berkeley Ave, Irvine, CA 92612.

For his professional services, Mr. Kanwar will be compensated with a base salary of **\$90,000 a year** plus 30% ownership in the company (ownership percentage **valued at \$6,300,000.00 USD**). We understand the temporary nature of Mr. Kanwar's employment and have informed him of this condition.

CONSULTATION

The petition seeking O-1A nonimmigrant classification must include a written advisory opinion from a U.S. peer group, labor organization, and/or management organization in the beneficiary's ability. The U.S. peer group may include a person or persons with expertise in the field.

In this case, there is no established labor organization in the Technology Entrepreneurship field. Pursuant to 8 CFR 214.2(o)(5)(ii), **a consultation or a written advisory opinion for an O-1A**

beneficiary may be provided by a person or persons with expertise in the area of the alien's ability.

Thus, enclosed please find Expert Letters from industry experts (*See Exhibit 5*) explaining that Mr. Karan Kanwar's achievements are extraordinary in comparison to others in his field:

1. **Chon Tang** is the Managing Director at the Berkeley SkyDeck Fund, a private-backed venture capital fund to the official accelerator for the UC Berkeley ecosystem. Mr. Tang has been working with startups for over fifteen years and has a portfolio of more than 30 companies with 2 IPOs, multiple acquisitions and 600+ investors in attendance. In addition to his role at Berkeley SkyDeck, Mr. Tang is an active member of several angel investing groups and serves as the advisory board of multiples venture-backed companies. Previous to his role at UC Berkeley, Mr. Tang was a VP of Engineering at TERN leading embedded development work across a range of industries. He has also been the Managing Director at Junzi Capital Engineering where he reached \$30M under management with investments from large funds, enterprises, and the private sector. In 2013, Mr. Tang co-founded Catchpod, which is the leading provider of high-tech document management services for some the largest enterprises in China, including the Bank of China, CITIC Bank, and Xinhua Insurance.
2. **Martin Gomez** is the Co-founder at Wing AI and has worked with Karan since the company's foundation. His career in this field began in 2014 as a Co-Founder. In 2016, he worked as the Operation Analyst at Tour Up, which is an on-demand service designed to connect travelers with local tour guides. In that role, he led the recruitment process for the engineering, marketing, developer, and designer teams and conducted intensive market research on tourism price points and tourists' behaviors. His contributions led to TourUp increasing their Los Angeles customer base by 12% in 4 months and successfully operating a peer-to-peer referral system with less than \$2,500 in budgeted capital. Subsequently, he moved on to work as an Investment Research Analyst at WMBC Capital, where he strategically created portfolio optimization tools to combine asset allocation models and increase ROIs for mutual funds, resulting in millions gained for their clients. His research on mutual funds and asset allocation played a significant role in WMBC's success in 2019.
3. **Giri Kalluri** is an experienced software engineer and entrepreneur with over 22 years of experience and the Managing Partner at Technossus. He began his career in 2002 as a Software Engineer at Infotech Enterprises Ltd. After his tenure at Infotech, he served as an Associate Software Engineer for Tata Consultancy Services from 2004 to 2005, where he provided consulting services for Microsoft. In 2006, Mr. Kalluri joined Arwano, Inc. as a Software Consultant and later advanced to the position of Software Architect, offering his expertise to companies such as LSI, Kelly Blue Book, Transfirst, and Word & Brown

Group. Since 2008, Mr. Kalluri has held the role of Managing Partner at Technossus, and he is also an official member of the Forbes Technology Council. His contributions at Technossus have been remarkable, as he has led the company to become one of the fastest-growing technology consultancies in the nation. Technossus has earned the title of Inc's 5000 Fastest-Growing Privately Held Companies multiple times, and Mr. Kalluri has provided consulting services to prestigious clients, including The Walt Disney Company, SpaceX, Toyota, and the Zero Abuse Project.

4. **Shannon Alfaro** is an accomplished computer science educator and curriculum developer with a strong academic background, holding an M.S. in Computer Science from UC Irvine and a B.S. in Computer Science from UC Riverside. For over two decades, she has served as a Lecturer at UC Irvine, teaching a wide range of computer science courses, from introductory to advanced levels, including programming, technical writing, systems engineering, and digital design. Ms. Alfaro has also served as Faculty Advisor for the ICS Student Council. Her commitment to education extends to faculty advisory roles with the Information and Computer Science Student Council and Women in Computer Science. Additionally, she has contributed her expertise as part-time faculty at Orange Coast College and as the Curriculum Director at Dreams for Schools, where her passion for STEM education and curriculum development has made a significant impact over the past ten years. Ms. Alfaro's extensive experience and dedication make her a respected figure in the field, both as an educator and as a curriculum developer.
5. **Neil Sahota** is the Chief Innovation Officer at the University of California - Irvine School of Law where he led the intersection of law and justice with emerging technology development, encompassing key areas of legal operations and policy regulations in the technology field. He is also the Board Advisory Member at Wing AI Technologies. Mr. Sahota has been an entrepreneur in the field of Artificial Intelligence for over 22 years. In 2006, he assumed the role of Master Investor and Worldwide Business Development Leader at IBM, where he played a pioneering role in integrating Artificial Intelligence into the early stages of IBM product development. During his tenure, he managed a portfolio of complex programs worth over \$30 million for IBM Global Business Services, overseeing areas such as business strategy, new product development, revenue optimization, and technology enhancements. As a Master Investor, he also served as a crucial patent reviewer on the Big Data and Analytics review board, collaborating with major international partners to create impactful technological solutions. He is widely recognized in the AI industry, as demonstrated by his partnership with the United Nations to establish the AI for Global Good Ecosystem, which garnered significant acclaim from fellow experts in the field. Additionally, he has been invited to join the advisory boards of numerous organizations, including Global Fortune 500 companies, small-medium businesses, government agencies, non-profits, academia, and startups, offering high-level guidance on diverse topics like product line expansion, market entry, and complex

technology development using AI. Mr. Sahota has been invited to speak on the topic of Artificial Intelligence at more than 100 conferences across the U.S., including the Digital Frontier: AI Is the Foundation I for Amwizer, The AI Communication Coach for Bankicon, AI 101 for Anaheim Unified School District, AI: Beyond the Hype for IEEE, AI & Environmental Efficiency for the UN, Convergence: The Powerhouse of Digital Transformation for the UN, AI is the Powerhouse of Digital Transformation for E&Y, Own the AI Revolution; Future of Law for APAC.

6. **Caroline Winnett** is the Executive Director of Berkeley SkyDeck and Member of the Board of Embec Mobile. Mrs. Winnett's past professional experience consists in several positions as Board Member and Board of Trustees. She holds a Master of Business Administration (MBA) from the University of California, Berkeley, Haas School of Business.

The Expert Opinion analyzes the Petitioner's line of occupation, Mr. Karan Kanwar's credentials, and the duties and responsibilities associated with the position that have been offered to him.

Based on this analysis, the Opinion draws the following conclusions:

- With his experience in the field, Mr. Karan Kanwar qualifies as an Entrepreneur in the field of Technology with extraordinary ability.
- The position offered by the petitioner requires an extraordinary ability in the field of Technology Entrepreneurship.
- Mr. Karan Kanwar is the ideal candidate for the position as the Chief Executive Officer (CEO) of Wing AI Technologies Inc.

QUALIFICATIONS

Note that the standard of proof for O1A petitions is the "*preponderance of the evidence*" standard. See Matter of Chawathe, 25 I&N Dec. 369 (AAO 2010). Thus, if the petitioner submits relevant, probative, and credible evidence that leads USCIS to believe that the claim is "more likely than not" or "probably true," the petitioner has satisfied the standard of proof. Matter of E-M-, 20 I&N Dec. 77, 79-80 (Comm'r 1989); see also U.S. v. Cardoza-Fonseca, 480 U.S. 421 (1987) (discussing "more likely than not" as a greater than 50% chance of an occurrence taking place).

Pursuant to Kazarian v. USCIS, 5906 F.3d 1115 (9th Cir. 2010), " ... neither USCIS nor AAO may unilaterally impose novel substantive or evidentiary requirements beyond those set forth at 8 C.F.R. § 204.5." Love Korean Church v. Chertoff, 549 F.3d 749, 758 (9th Cir. 2008).

The attached and above referenced documentation establish that Mr. Karan Kanwar sufficiently meets SEVEN of the EIGHT "Alien of Extraordinary Ability" regulatory criteria as

per 8 C.F.R. §214.2(o)(3)(iii)(B), namely:

- (1) Evidence that the alien has been employed in a critical or essential capacity for organizations and establishments that have a distinguished reputation;
- (2) Evidence of the alien's original scientific, scholarly, artistic, athletic, or business-related contributions of major significance in the field;
- (3) Evidence that the alien has either commanded a high salary or will command a high salary or other remuneration for services, evidenced by contracts or other reliable evidence.
- (4) Published material about the alien in a professional or major trade publications or other major media, relating to the alien's work in the field for which classification is sought;
- (5) Documentation of the alien's membership in associations in the field which require outstanding achievements of the members, as judged by recognized national or international experts in the field;
- (6) Evidence of the alien's participation, either individually or on a panel, as a judge of the work of others in the same or an allied field of specification for which classification is sought;
- (7) Documentation of the alien's receipt of lesser nationally or internationally recognized prizes or awards for excellence in the field of endeavor.
- (8) Evidence comparable to the evidence of the display of the beneficiary's work in the field at artistic exhibitions or showcases.

If the above standards do not readily apply to the beneficiary's occupation, the petitioner may submit comparable evidence in order to establish eligibility.

Mr. Karan Kanwar clearly meets the criteria for an alien of extraordinary ability. Attached to this petition is extensive documentation that unequivocally establishes these qualifications.

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I. EVIDENCE THAT THE ALIEN HAS BEEN EMPLOYED IN A CRITICAL OR ESSENTIAL CAPACITY FOR ORGANIZATIONS AND ESTABLISHMENTS THAT HAVE A DISTINGUISHED REPUTATION

MR. KARAN KANWAR HAS BEEN EMPLOYED IN A CRITICAL OR ESSENTIAL CAPACITY FOR TECHNOSSUS.

Position: AI Consultant

Company: Technossus

A. Position

As a further reflection of his extraordinary ability, Mr. Kanwar served as an AI Consultant for Technossus. In this critical role at Technossus, Mr. Kanwar worked with Fortune 500 clients, like The Walt Disney Company, SpaceX, and Toyota to deploy deep learning algorithms and AI technologies. His most notable project was in collaboration with the Zero Abuse Project. The Zero Abuse Project is a United Nations led initiation which seeks to eradicate child abuse all over the globe. Mr. Kanwar designed an AI system that combed through millions of pages of written records to find patterns that suggested an organization had participated in child abuse. The Beneficiary and his work on this project were featured at the United Nations' AI for Good Global Summit in Geneva. Thanks to Mr. Kanwar's expertise, he was also invited to speak at a Global Microsoft AI Summit event on behalf of Technossus. (*See Exhibit 4 for evidence of Mr. Kanwar's employment contract with Technossus*)

As further evidence of Mr. Kanwar's critical role at Technossus, we submit a signed statement in **Exhibit 5** written by Giri Kalluri, Managing Partner at Technossus that affirms Mr. Kanwar's critical role at the company. Mr. Kalluri writes:

"Karan's groundbreaking work at Technossus focused on the problems of reading, interpreting, cataloging, and creating a relational model from scans of hundreds of thousands of pages of paper records dating back to the 1930's. The project Karan was working on was in collaboration with a large non-profit organization's efforts to combat child abuse by uncovering instances of "cover-ups" by perpetrating organizations. Karan's work was novel, solving a critical, never before solved problem that sought to uncover instances of abuse against children by applying brand new technologies never applied to that context. Specifically, to address this problem, Karan built a proprietary optical character recognition algorithm that leveraged modern machine learning techniques to create a time series of events which then scanned for anomalies using an anomaly detection algorithm that leveraged multi-dimensional clustering techniques. The highlighted anomalies would represent hypotheses for an event, person, or entity that might signify an organization covering up acts of abuse against children. In other words, Karan's

work enabled us to scan through hundreds of thousands of pages of historical and public records, analyze it, and uncover anomalies that suggest an organization is covering up acts of abuse against children. Karan's novel approach to the problem led the project to be featured at the United Nations' AI for Good Global Summit in Geneva, and enabled this large non-profit organization to help prosecute bad actors at organizations that were perpetrating instances of abuse against children.

Additionally, as a thought leader in our AI team, Karan led our team, and the influential members of the Southern California community to think deeper about the implications of artificial intelligence on our communities, and was responsible for architecting many key documents and processes that we continue to use as the basis of our artificial intelligence practice at Technossus. Karan's innovative projects and leadership at Technossus has greatly impacted our organization, and to have achieved recognition from a global organization such as the United Nations is proof that Karan is truly a leader in the field."

The above statement establishes the Beneficiary's critical role while employed at Technossus.

B. Technossus is an organization that has a distinguished reputation

Technossus is a technology consulting and services company known for its expertise in digital transformation, software development, and IT solutions (See Exhibit 4 for Technossus Website). Within their services, Technossus offers:

- **Digital Transformation:** Technossus helps organizations adapt to the digital age by providing strategies and solutions for digital transformation. This includes modernizing legacy systems, implementing new technologies, and improving overall business processes to stay competitive in the digital landscape.
- **Software Development:** The company is known for its software development capabilities. They often work on custom software development projects, ranging from web applications and mobile apps to complex enterprise software solutions. Their development expertise covers a wide range of technologies and platforms.
- **IT Consulting:** Technossus offers consulting services to help businesses make informed technology decisions. This includes assessing current IT infrastructures, identifying areas for improvement, and providing recommendations to align technology with business goals.



- **Healthcare IT:** Historically, Technossus has had a strong presence in the healthcare IT sector. They have worked with healthcare organizations to develop and implement solutions that enhance patient care, streamline operations, and ensure compliance with healthcare regulations.
- **Digital Health:** With the growing importance of digital health, Technossus has focused on creating solutions that empower patients, doctors, and healthcare providers. This includes the development of mobile health apps, telemedicine platforms, and health data management systems.
- **Custom Solutions:** Technossus is known for its ability to create tailor-made solutions to meet the unique needs of its clients. They collaborate closely with businesses to understand their specific requirements and design solutions that address these requirements effectively.
- **Technology Partnerships:** The company often partners with technology giants such as Microsoft, Amazon Web Services, and others. This allows them to leverage the latest technologies and tools to provide cutting-edge solutions to their clients.
- **Quality Assurance and Testing:** Ensuring the reliability and quality of software is crucial. Technossus provides quality assurance and testing services to make sure that software products are robust, secure, and perform as expected.
- **Security:** In the digital age, security is a top concern. Technossus places a strong emphasis on cybersecurity and helps organizations protect their data and systems from cyber threats.
- **Innovation:** As with any technology-focused company, Technossus keeps a close eye on emerging technologies and trends. They work on innovative projects and are dedicated to helping clients stay ahead of the curve.

Furthermore, as evidence that Technossus is an organization of distinguished reputation please see **Exhibit 4** for documents including, Technossus' website—which showcases Technossus' membership in the Forbes Business Council and alliances with SpaceX, Toyota, and GE Healthcare—and major media features in the Wall Street Journal and Entrepreneur featuring Technossus.

To conclude, Mr. Kanwar performed a critical role at Technossus, an organization of distinguished reputation.

MR. KARAN KANWAR HAS BEEN EMPLOYED IN A CRITICAL OR ESSENTIAL CAPACITY FOR WING AI TECHNOLOGIES.

Position: Chief Executive Officer - CEO

Company: Wing AI Technologies

A. Position

Following his successful tenure at Technossus, Mr. Kanwar leveraged his extensive experience in the field of Artificial Intelligence (AI) to co-found Wing AI, where he took on the role of CEO in

the US under O1-A. Drawing on his expertise in AI and high-level web development tools, Mr. Kanwar played a pivotal role in the creation of Wing AI's proprietary platform, as showcased in *Exhibit 4*.

Under Mr. Kanwar's visionary leadership and technical prowess, Wing AI successfully commercialized its innovative platform. This achievement allowed the company to forge a strategic partnership with Postmates, a prominent player in the delivery and logistics industry, and initiate a pilot program with Kaiser Permanente, a renowned healthcare provider, as evidenced in *Exhibit 4*.

The exceptional leadership and technological acumen exhibited by Mr. Kanwar did not go unnoticed. Wing AI secured funding from Berkeley SkyDeck, a highly respected technology association. This financial backing not only validated the company's potential but also provided crucial resources for further development and expansion, as indicated by the relevant document (*Id.*).

Wing AI's proprietary platform, spearheaded by Mr. Kanwar, proved to be revolutionary in its capabilities and applications. As a result, the company gained significant attention from various media outlets, including Forbes, BuiltIn, The Tech Panda, StartupBeat, and many others. These mentions underscored the platform's industry-changing potential and the team's exceptional contributions in the field of AI and technology. (See *Exhibit 4 & 8*)

Under the adept leadership of Mr. Karan Kanwar, Wing AI has not only successfully secured over \$3.5 million in venture capital but has also significantly elevated Wing's valuation from \$2.1 million to an impressive \$21 million. Moreover, the company's revenue has soared exponentially, surging over a thousandfold to reach an annual figure of nearly \$20 million.

In addition, **confirming Mr. Karan Kanwar's success in expanding the company in 10x over two years**, we provide a signed statement from **Martin Gomez**, Co-founder and COO of Wing AI (See *Exhibit 5*), stating:

"[T]he part that made this incredibly exciting, was the fact that Karan built a system that enabled the AI platform's understanding to increase as it acquired new information, either from the web, or from human assistants who occasionally helped the system. Karan's work leveraged the latest in natural language processing research to enable deep understanding of neural networks, thorough classification, edge computing, vast cost savings on processing speeds and knowledge graphs, and rapid recall and knowledge expansion. This unique combination of technologies stemming from Karan's research and thousands of hours of development resulted in Wing's AI engine. This engine is the key aspect of Wing's unique and first-of-its-kind product offering, something that no other company has been able to offer at such a compelling price point.

Today, the Wing AI app isn't only being used to get coffee delivered to your hands at the best price from anywhere you might be, the company's technologies are being used for critical services such as coordinating emergency services, organizing logistics for businesses enabling them to deliver PPE during the COVID-19 pandemic, delivering essential supplies to at-risk communities, and much more. The businesses and individuals using Wing's app and technologies are benefitting from the technology because they can delegate difficult, time-consuming tasks to Wing, allowing them to focus on more important things - like growing their businesses, or focusing on their families. The reason that Karan's work is so impactful is that it can fundamentally change the lives of millions of people in this country irrespective of their socioeconomic status by giving them easy to use artificial intelligence assistance. The underlying technology also has huge implications to the field, resulting in other companies and applications being able to leverage Wing AI's cognitive capabilities to improve their services, too. Because this platform is the foundation of Wing AI's services, Karan's valuable contributions are inextricably linked to Wing AI's success.

As the Co-founder at Wing AI, Karan is critical in creating and deploying our mobile app, which is core to the organization's business. Furthermore, he designed and architected the consumer-facing product, the mobile app, and the core of our service utilizing a combination of AI technologies." (See Exhibit 5 for Martin Gomez's Letter)
[Emphasis added]

Mr. Martin Gomez added:

"In the past, Karan, in his position as Co-Founder and Engineering lead, was directly responsible for:

- Leading the strategy for Wing AI's technology platforms and developing foundational and technical aspects of Wing AI's strategy to ensure alignment with its business goals;*
- Creating overall technology standards and best practices, and overseeing the Wing AI's engineering department;*
- Researching, discovering and implementing new technologies and features that yield competitive advantages for Wing AI's mobile app;*
- Supervising Wing AI's system infrastructure to ensure functionality and efficiency while building quality assurance and data protection processes;*
- Communicating technology strategies to partners and investors and using stakeholders' feedback to implement necessary technology improvements;*
- Keeping abreast of best practices in the technology landscape to consolidate future design of Wing AI's mobile apps;*
- Managing and optimizing infrastructure assets to satisfy internal financial targets for technology development; and beyond." (Id.) [Emphasis added]*

He then concluded:

“More recently, in Karan's position as Co-Founder and Chief Executive Officer, he was directly responsible for achievements such as, growing the company's valuation 10-fold, from \$2.1 million dollars to \$21 million dollars; growing the company's annual recurring revenue more than 1000 times over, from roughly \$17,727 dollars per year, to \$19,198,414 dollars per year; raising \$3.96 million dollars in venture capital; expanding the company to offer services in over 26 different service verticals; designing and overseeing the delivery of centralized operational data tracking systems, driving huge efficiencies for the company; overseeing technology initiatives with respect to our artificial intelligence systems in light of new technologies. Karan's impact at Wing has been incredibly outsized, and his leadership has helped Wing achieve not only its disruptive platform, but immense and rapid growth as a business.

Under Karan's leadership, Wing AI garnered a top-tier reputation in the field, as evidenced by our international recognition. Wing AI currently helps thousands of businesses and individuals in administrative processes, data entry, customer support, scheduling, and other operational engagements. Accordingly, Karan's valuable works are immeasurable, and Wing AI would not have achieved its distinctive position had it not been for Karan's significant contributions.” (Id.) [Emphasis added]

See Exhibit 4 for proof of company's grow (Valuation Cap of \$21M), Revenue Metrics, Evidence of Notable Clients (Johnson & Johnson, MIT, Notion, and RingCentral), and, Evidence of Capital Raised- Cap Table.

Mrs. **Caroline Winnett**, the Executive Director of Berkeley SkyDeck, also confirmed Mr. Karan Kanwar leading role at Wing AI, as well as Wing AI's distinguished reputation:

“Mr. Kanwar's novel use of artificial intelligence to create the Wing AI application is an original contribution to the field of technology entrepreneurship. As a devoted technology entrepreneur who is determined to utilize advanced technology to make fundamental changes and support others, Mr. Kanwar has founded and developed Wing AI with that mission in mind. Mr. Kanwar co-founded Wing AI, and as the mission-driven assistant platform with smart software and human support, Wing AI adds incredible value for its customers as it successfully provides effective solutions in the most proactive manner. By leveraging its powerful technology features with a unique combination of tremendous resources and human support, Wing AI creates seamless experiences for customers and automates the process of getting things done on-demand with cutting edge technology and a strong partnership network. Accordingly, Mr. Kanwar, as CEO of Wing AI, has been the driving force for the company's success since the moment of its inception, as he utilized his skill sets and profound knowledge to develop Wing AI. Wing AI, since its graduation from SkyDeck in late 2020 and under Mr. Kanwar's leadership, has been able to raise more than \$3.5 million dollars in venture capital - growing Wing's valuation from \$2.1 million dollars to \$21 million dollars, and Wing has been able to grow its revenue over one

thousand times over, to nearly \$20 million dollars annually.” (See Exhibit 5 for Caroline Winnett’s Letter) [Emphasis added]

To corroborate that Mr. Kanwar’s has served in a critical role at Wing AI and that Wing AI has a distinguished reputation, we provide a signed statement from **Neil Sahota**, Chief Innovation Officer at UCI and Master Investor at IBM (See Exhibit 5), stating:

“Furthermore, this was a major milestone and impactful invention in the technology field because the underlying technologies built by Mr. Kanwar enables a whole new class of products and services that display a level of artificial intelligence cognition not seen before. This novel technology leverages natural language processing, user knowledge graph, and automated pricing features. In the context of Mr. Kanwar’s novel technology, this enables Wing AI’s platform to do incredibly innovative things, such as a smart refrigerator leveraging its cameras in conjunction to Wing AI’s platform to automatically order unstocked items, or enabling a smart speaker to not only tell you the weather, but also order a car to your door, or deliver you an umbrella. The success of Mr. Kanwar’s innovative novel technology is also evidenced by Wing AI’s numerous achievements. Under his leadership, Wing AI secured partnership agreements with many notable companies such as Postmates and Kaiser Permanente.”

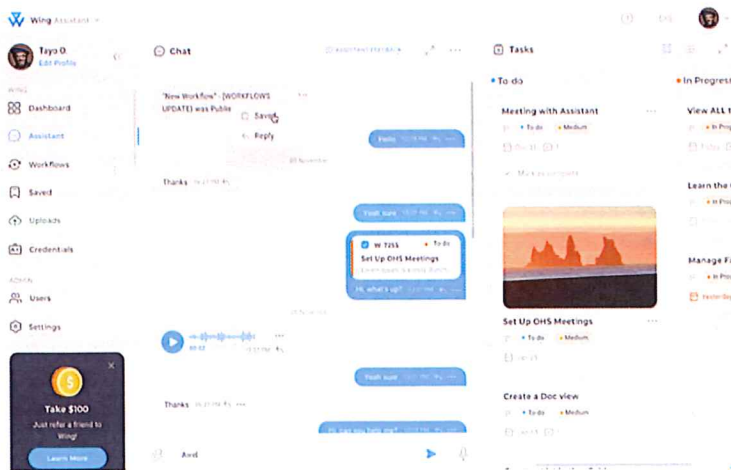
Additionally, please see Exhibit 4 for documentation showcasing that Mr. Kanwar was employed in a critical capacity at Wing AI, including a media feature in Silicon Republic in which Mr. Kanwar appears as the face of the company.

B. Wing AI is an organization that has a distinguished reputation

Wing AI Technologies, a California-based startup founded in 2018, is revolutionizing personal assistance applications in the mobile market. Using cutting-edge AI technology and a strong partnership network, they automate complex tasks on demand. They raised \$2.1 million in seed

funding in March 2022 and serve businesses, startups, and executives.

Wing AI operates as a subscription-based platform, offering virtual assistants for various industries. Their innovative approach combines AI and rigorously vetted human personal assistants, distinguishing them from other personal assistance apps. This hybrid model excels in recognizing nuances and patterns within requests, ensuring a high



level of personalized support. Wing AI's software streamlines tasks and orchestrates every element, making them a trailblazer in the personal assistance industry, setting a new standard for support and service. See *Exhibit 3 & 4* for additional documentation regarding the distinguished reputation of Wing AI.

The above statements in conjunction with the corroborating documentation support the fact that Mr. Kanwar was employed in a critical role at Wing AI, an organization with a distinguished reputation.

MR. KARAN KANWAR HAS BEEN EMPLOYED IN A CRITICAL OR ESSENTIAL CAPACITY FOR MORGAN STANLEY.

Position: Core Strategist

Company: Morgan Stanley

A. Position

Mr. Kanwar's tenure at Morgan Stanley was marked by his pivotal position as the Core Strategist, where his influence and expertise played a crucial role in shaping the technological landscape of the Morgan Stanley Institutional Equities Division. Within this significant role, Mr. Kanwar made indelible contributions through his involvement in conceiving and realizing various cutting-edge technological advancements.

Specifically, his impact was most pronounced in the design, development, and rigorous testing of Morgan Stanley's proprietary intelligent risk mitigation tools and web services. These technological innovations represented a monumental leap forward in the financial industry, offering a comprehensive suite of solutions to address the intricate challenges of risk management.

Mr. Kanwar's efforts in building and refining these tools were nothing short of groundbreaking. They represented the epitome of innovation and precision in the financial sector. The tools, meticulously crafted under his guidance, were not just incremental improvements but rather transformative solutions that redefined how Morgan Stanley and, by extension, the broader financial community approached risk management.

One of the exceptional features of Mr. Kanwar's work was the seamless integration of these proprietary tools into Morgan Stanley's global toolkits. These tools quickly became indispensable components of the company's operations, facilitating the work of professionals across the organization. Their adoption had a ripple effect, streamlining and enhancing processes, reducing risk exposure, and ultimately contributing to the company's overall success and resilience in the dynamic world of finance.

Mr. Kanwar's contributions were instrumental in shaping the very foundations of Morgan Stanley's success as we see it today. The intelligent risk mitigation toolkit he spearheaded stands as a testament to his vision, innovation, and unwavering commitment to excellence. It is through the adoption and deployment of these pioneering technologies that Morgan Stanley solidified its position as a global financial leader, navigating the complexities of the modern financial landscape with confidence and agility, all thanks to Mr. Kanwar's groundbreaking work. Please see *Exhibit 4* for documentation of Mr. Kanwar's contract with Morgan Stanley.

The above statement establishes the Beneficiary's critical role while employed at Morgan Stanley.

B. Morgan Stanley is an organization that has a distinguished reputation

Morgan Stanley is a prominent global financial services organization, boasting a storied history dating back to its founding in 1935. Originally established by Henry S. Morgan and Harold Stanley, the firm primarily focused on investment banking services. Over the years, it has expanded its scope and diversified its offerings, cementing its position as a leading player in the world of finance. (See *Exhibit 4* for documentation regarding the distinguished reputation of Morgan Stanley which includes Morgan Stanley's website detailing the 80-year history of the company in the United States.)

Morgan Stanley's corporate structure is designed to serve a broad spectrum of clients and offer a comprehensive suite of financial services. The company typically organizes its operations into several main business segments. The Institutional Securities division encompasses investment banking, sales and trading, and other institutional financial services, serving corporations, governments, financial institutions, and high-net-worth clients. In contrast, the Wealth Management division focuses on providing financial advisory, brokerage, and wealth management services to individual clients. It assists clients in managing their investments and planning for their financial futures. The Investment Management division offers a range of asset management products and services, including mutual funds, alternative investments, and private equity. Moreover, the Global Capital Markets segment comprises services related to global capital markets and risk management, such as debt and equity underwriting, fixed income, and equity sales and trading. Lastly, the Corporate Services sector handles various functions that support the organization, including technology, operations, and human resources.



With a robust global presence, Morgan Stanley operates in key financial hubs across North America, Europe, Asia, and other regions, allowing it to serve a diverse clientele on a global scale. Its commitment to providing tailored financial solutions has been integral to its success, catering

to individual investors, large institutional investors, corporations, and governments. Morgan Stanley's emphasis on innovation and technology is another hallmark of its operations. The firm invests significantly in cutting-edge technology to deliver efficient and advanced financial solutions. It also engages in fintech partnerships and collaborations to remain at the forefront of the rapidly evolving financial industry.

In addition to its financial pursuits, Morgan Stanley is actively engaged in corporate social responsibility, focusing on environmental sustainability, philanthropy, and community development. The company is involved in numerous initiatives aimed at making a positive impact on society. As a financial institution, Morgan Stanley is subject to rigorous regulatory oversight and is committed to compliance with financial laws and regulations across various jurisdictions. The company places a strong emphasis on maintaining the highest ethical and legal standards. With its rich history and diversified business segments, Morgan Stanley continues to be a significant contributor to global financial markets and a trusted partner for clients seeking a comprehensive range of financial services.

The above evidence establishes, based on a preponderance of the evidence, that Mr. Kanwar has met the criterion for performing in a critical or essential capacity for an organization with a distinguished reputation, such that Mr. Kanwar has met this standard for purposes of O-1A eligibility.

TO CONCLUDE, the evidence referenced above and attached hereto demonstrates that as per the eligibility criterion enunciated in 8 C.F.R. § 214.2(o)(3)(iii)(B)(7), Mr. Kanwar has been employed in either a critical or essential capacity for organizations that have a distinguished reputation in his field of endeavor.

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II. EVIDENCE OF THE ALIEN'S ORIGINAL SCIENTIFIC, SCHOLARLY, ARTISTIC, ATHLETIC, OR BUSINESS-RELATED CONTRIBUTIONS OF MAJOR SIGNIFICANCE IN THE FIELD

For the purpose of establishing that Mr. Karan Kanwar meets this regulatory criterion, we will focus on the following major original contribution that he has made:

- *DEVELOPING AND COMMERCIALIZING WING AI'S MOBILE APPLICATION ASSISTANT FOR BUSINESSES AND INDIVIDUALS, WHICH HAS ATTRACTED INTEREST FROM THOUSANDS OF COMPANIES ACROSS THE GLOBE FOR ITS NOVEL FEATURES*

Mr. Kanwar has made a significant original contribution in the field by creating and commercializing Wing AI's mobile application assistant for businesses and individuals, which has attracted interest from thousands of companies across the globe for its novel features. **Mr. Kanwar's AI software is the first-of-its-kind that is able to complete complex multi-step tasks and requests using artificial intelligence with the greatest accuracy and affordability on the market today.**

Our Solution

SO, WHEN YOU SAY

I need Wing to...

"Book me a decent airbnb under \$200 with parking in coachella"

"Deliver my girlfriend a surprise, it's our anniversary - I forgot!!"

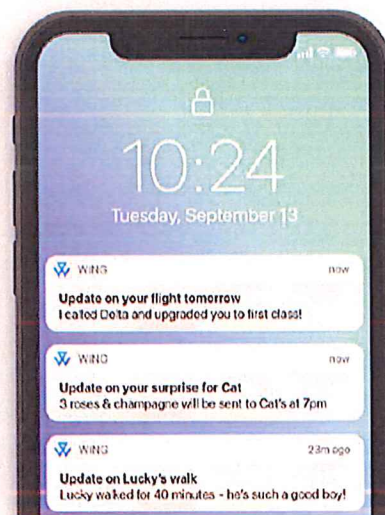
"Make a reservation at Nobu"

WE GET IT DONE



USING EXISTING
BUSINESSES

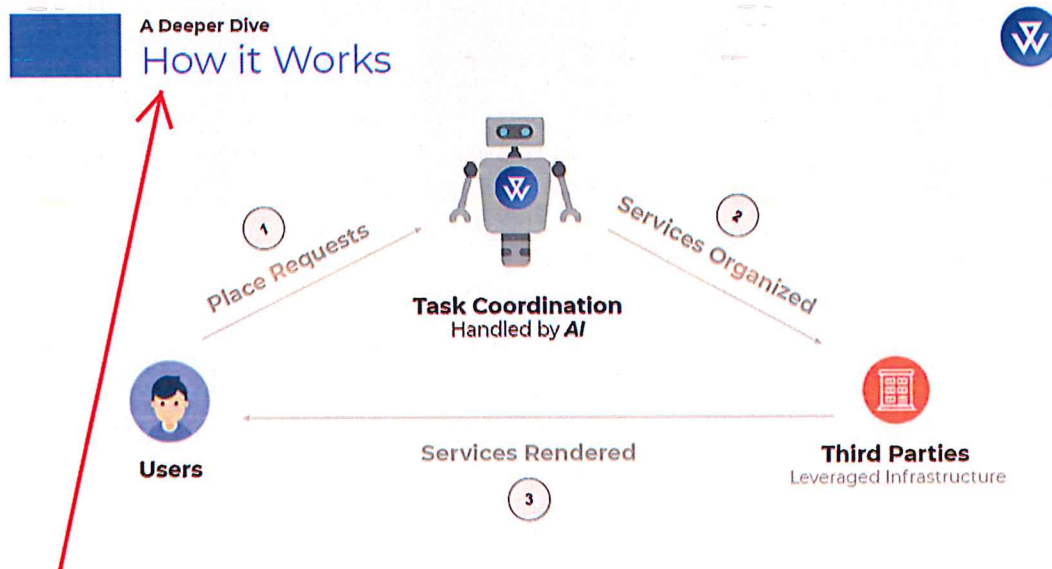
AND LET YOU KNOW!



Mr. Karan developed an original AI powered mobile assistant app which is capable of automating any work that doesn't require highly specialized knowledge. When a user accesses the technology—whether through the Web App, Mobile App (iOS & Android), Slack App, dedicated phone number (calls & texts), or email—they are able to submit a request for a task or job duty to be completed by the platform. Mr. Kanwar's technology employs sophisticated AI algorithms to automate tasks for businesses and individuals, which renders it unnecessary for individuals and

companies to hire administrative staff. Wing AI's assistant app automates tasks such as shopping, data entry, scheduling, and research. The impact of the technology offering is remarkable because businesses are now able to outsource general administrative tasks for a fraction of the cost, as these simple tasks are now completely automated by artificial intelligence, reducing the need for human manual work, and further reducing the incidents of human error and inefficiency. Naturally, Mr. Kanwar's novel technology invention is of tremendous value to the hundreds of thousands of businesses and individuals throughout the United States that are reliant on human effort to complete simple and complex tasks in both personal and professional settings.

The Beneficiary designed and developed Wing AI's novel technology. Please see *Exhibit 6* for a published copy of Mr. Kanwar's source code, evidencing that he is the author of the AI code required to power the technology, and further see Wing AI's pitch deck and website content showcasing Mr. Kanwar's proprietary technology.



In addition, please see *Exhibit 6* for information regarding the major significance of Mr. Kanwar's novel technology within the field, including contracts with prestigious vendors including a pilot agreement with **Kaiser Permanente**, a partnership **Postmates**, the **"#1 Product of the Day" award by Product Hunt**, and **Wing AI's Android app reviews**. These documents demonstrate the immense commercial success Wing AI has achieved in the market, and further establish the significant nature of the Beneficiary's original contributions.

That large corporations have implemented Wing AI's software to manage their day-to-day business affairs, and that Wing AI's software received a coveted award from Product Hunt is unequivocal evidence of Mr. Kanwar's extraordinary work in the field. Furthermore, please see *Exhibit 6* for further documentation regarding the major significance of Mr. Kanwar's proprietary software including screenshots of Wing AI's social media accounts and printouts of major media networks covering Mr. Kanwar and his technology, including a feature in Forbes. Additional evidence pertaining to Wing AI's proprietary platform and its success is enclosed at *Exhibit 6*.

In addition to documentary evidence demonstrating Mr. Kanwar's original contribution of major significance in the field, we submit detailed expert statements discussing Mr. Kanwar's revolutionary software. In a signed statement in *Exhibit 5* written by **Chon Tang, Founding Partner and Managing Director at Berkeley SkyDeck**, Mr. Tang observes the following regarding Mr. Kanwar's technology:

"During Karan's pitch, I came to understand that Wing AI's key competitive advantage was the artificial intelligence technology developed by Karan. This novel technology enabled Wing AI to offer their AI powered assistant at an incredibly compelling price point. Karan's approach to the assistant problem was different because it emphasized AI-first, which was extraordinary because this is what enabled Wing to create its first-of-its-kind highly scalable assistant service and enable Wing to offer it to the mass market without spending massive amounts on human labor. The major impact of Karan's technology is also evidenced by Wing AI's numerous achievements, including partnerships with Postmates and Kaiser Permanente. When an AI provider is able to land contracts with some of the largest and most well-known companies in the world, this is undeniable proof that their product is first-class. Accordingly, Karan's significant contributions have clearly brought great wins for Wing AI, and the company never would have landed these major contracts had it not been for Karan's novel work."

Furthermore, in *Exhibit 5*, a statement written and signed by **Neil Sahota, Chief Innovation Officer at UCI and Master Investor at IBM**, assesses the impact of Mr. Kanwar's original technology as noted below:

"Mr. Kanwar has been directly responsible for the development of all of Wing AI's underlying key technologies, including:

- *The generative intelligence technologies that enabled Wing AI platform to learn and improve over time from training data and data learned from human assistant actions;*
- *Wing AI's data infrastructure that efficiently retained all this information to provide incredibly fast data recall and model training;*
- *The pricing algorithms that enabled Wing AI to create instantaneous price quotes for customers;*
- *The comparison engine that worked with several vendors simultaneously to optimize for different customers' buying trends;*
- *The systems that aggregated and communicated data with third parties; and*
- *The deep neural network system that classified and understood intent behind customer requests.*

These key and novel technologies developed by Mr. Kanwar have enabled the company to offer unique propositions to its customers. Mr. Kanwar's design is a first-of-its-kind solution that can solve incredibly complex problems such as executing multi-step tasks that would normally require human intervention or intuition, examples of this might be:

interacting with and negotiating with several contractors simultaneously to find the best available prices, or helping a business take the necessary steps to onboard a new hire, or helping a business automate their entire customer support efforts by automating chat, refunds, exchanges, etc. Mr. Kanwar's novel approach to the commonly understood problem of combining large amounts of data with novel AI solutions and human assistance is what sets him apart from others in the field. Specifically, Mr. Kanwar's technology enables companies to allow their people to focus on more substantive work, by taking on several administrative and operational duties, for example, allowing a company like Nike to reduce their operational & administrative labor spends, likely exceeding several million dollars per day, down to a few hundred dollars per day. Or, in the consumer space, enables people to save hours per day on tedious tasks. Prior to Mr. Kanwar's invention, this sort of technology had never been applied to technology assistants. In order to support the AI engine that has enabled Wing AI to offer the services' key propositions at such a compelling price point, Mr. Kanwar developed this novel technology. As this platform is the foundational aspect of Wing AI's service offering, Mr. Kanwar's valuable contributions are inextricably linked to the company's success.

Currently, most mobile assistant apps do not provide personalized and effective services at a compelling price point for users, which creates a need for an efficient platform such as Mr. Kanwar's technology. Wing AI, utilizing Mr. Kanwar's technology, offers efficient assistance at a competitive price point and in a timely manner that far surpasses anything currently available on the market. This groundbreaking work, enabled by Mr. Kanwar, has resulted in customers being able to request for specific technology-aided assistance that, in the past, required a real person to execute. For example, Mr. Kanwar's revolutionary technology enables customers to ask for the assistant to accomplish anything they need, as long as it's both legal & possible, from finding a trusted babysitter, to chartering a plane. No other company has been able to deliver a similar value proposition at such a low price point. This has huge societal implications, enabling anyone regardless of social background, to have access to highly effective help."

Wing AI's assistant app, which was solely developed by the Beneficiary, is undeniably an original contribution of major significance to the field of technology entrepreneurship. That the Beneficiary's technology has been adopted by such major corporations as Kaiser Permanente, and Postmates, to name a few, is proof positive that the Beneficiary has created a technology that rises to the level of the O-1 visa classification.

In sum, the supporting documentation and attached expert testimonial statements confirm that the Beneficiary's creation of Wing AI's revolutionary proprietary technology is an original contribution of major significance in the field.

TO CONCLUDE, the evidence referenced above and attached hereto demonstrates that as per the eligibility criterion enunciated in 8 C.F.R. § 214.2(o)(3)(iii)(B)(5), Mr. Kanwar has made significant and original contributions in his field of endeavor.

III. EVIDENCE THAT THE ALIEN HAS EITHER COMMANDED OR WILL COMMAND A HIGH REMUNERATION FOR SERVICES IN RELATION TO OTHERS IN THE FIELD.

As an experienced and accomplished professional in the field of Technology Entrepreneurship, Mr. Karan Kanwar has commanded a high remuneration for his services when compared to others in his field of occupation.

Please consider the following:

(A) *SALARY: Chief Executive Officer at Wing AI Technologies (2020-Present)*

As a reflection of their extraordinary expertise, Mr. Kanwar has and will receive a high salary or other remuneration for their service at Wing AI Technologies. In particular, Wing AI offers Mr. Kanwar a \$90,000.00 annual base compensation, along with 3,000,000 shares of stock in the company. Please refer to **Exhibit 3 & 7** for Mr. Kanwar's paystubs (showcasing his \$90,000 a year salary), a Common Stock Purchase Agreement, and the company's most recent valuation. Wing AI has authorized a total of 10,000,000 shares of common stock in its Certificate of Incorporation attached at **Exhibit 7**, with a total valuation of \$21M. This means that **the value of the Beneficiary's 3,000,000 shares and 30% ownership in the company is \$6,300,000.00. Accordingly, the total of Mr. Kanwar's salary and equity compensation at Wing AI is \$7,200,000.00. Thus, Mr. Kanwar's equity is valuable, and it is part of the total compensation package, reflecting a high salary in the field.** (See Exhibit 3 for Wing AI SAFE Agreement Signed by Surface Ventures – Valuation Cap of \$21M)

Mr. Kanwar's total annual compensation, when factoring base salary with equity in the company, substantially exceeds the top end of the range. According to the Bureau of Labor and Statistics, a Software Engineer being paid within the top 10 percentile makes \$198,100.00, while PayScale reports a salary of \$166,000.00 per year, and Salary.com reports a range between \$106,602 and \$130,820 per year. **Therefore, Mr. Kanwar's total remuneration of \$7,290,000.00 places him in the very top percentile when compared to those with similar roles.** (See Exhibit 7 for Comparative Salary Data Reports)

FLC DATA CENTER FROM THE U.S. DEPARTMENT OF LABOR

Based on his prospective title as Chief Executive Officer – Lead Engineer, Mr. Karan Kanwar's occupational title is best aligned under the 15-1252 Software Developers where samples of reported job titles include "Lead Engineer".

- **Wing AI Technologies:**

Wing AI Technologies has its headquarters in Berkeley, California – Alameda County. **In 2023, a Level 4 wage in Alameda County was \$215,197 per year.** (See Exhibit 7 for FLC Information)

Area Code: 41860

Area Title: San Francisco-Oakland-Hayward, CA

OEWS/SOC Code: 15-1252

OEWS/SOC Title: Software Developers

GeoLevel: 1

Level 1 Wage: \$54.54 hour - \$113,443 year

Level 2 Wage: \$70.85 hour - \$147,368 year

Level 3 Wage: \$87.15 hour - \$181,272 year

Level 4 Wage: \$103.46 hour - \$215,197 year

The beneficiary works for Wing AI from Berkeley, Alameda County, California where a Level 4 wage was \$215,197 per year. **Thus, \$90,000 per year of base salary at Wing AI plus the equity compensation of \$7,200,000.00 is a high salary in Santa Clara County, California.** (See Exhibit 7 for FLC Information)

We would like to also mention **all three biggest cities in the United States** to clearly show that wherever Mr. Kanwar is located within the United States, even the biggest cities with the highest cost of living so the highest salary, his salary is high:

- In New York city, New York County, the biggest city in the United States, a Level 4 wage is **\$169,229 per year** for the 15-1252 category. So, \$90,000 per year of base salary at Wing AI plus the equity compensation of \$7,200,000.00 is a high salary in New York.
- In Los Angeles, the second biggest city in the United States, a Level 4 salary is **\$177,029 per year** for the 15-1252 category. So, \$90,000 per year of base salary at Wing AI plus the equity compensation of \$7,200,000.00 is a high salary in Los Angeles.
- In Chicago, Cook County, Illinois, the third biggest city in the United States, a Level 4 salary is **\$144,560 per year** for the 15-1252 category. So, \$90,000 per year of base salary at Wing AI plus the equity compensation of \$7,200,000.00 is a high salary in Chicago.

PAYSCALE.COM. According to PayScale, an authoritative source of salary information, the top 10 percentile makes \$166,000.00 per year.

United States / Job / Lead Software Engineer

Average Lead Software Engineer Salary



PAYSCALE'S METHODOLOGY. The salary data presented by PayScale should be given full deference to, for it is based on an advanced methodology and sophisticated data processing algorithms. PayScale administers the largest real-time salary survey in the world, with more than 150,000 new survey records added every month. The database of nearly 54 million total salary profiles is updated nightly to reflect the most detailed, up-to-date compensation information available. PayScale's data collection is strongly correlated with the size of the pool being considered, representing the diversity of the general workforce.

We submit, as *Exhibit 7*, a detailed explanation of PayScale's salary data processing methodology and summarize below the key points of this methodology:

- The data used for the PayScale research come from the PayScale online salary survey. This survey, which is ongoing, incentivizes respondents to provide their information by offering an individualized report of how people like them with the same or a remarkably similar job title are compensated.
- Due to the nature of the PayScale survey offering, there are several areas where the PayScale data are particularly strong. Thus, white-collar, health care and tech jobs tend to be very well represented in the PayScale dataset.
- PayScale applies a set of proprietary algorithms to assure the consistency and accuracy of every data point used in our compensation models and reports. PayScale's data team regularly compares PayScale compensation data with external sources of data, both publicly and privately available. This research has shown that PayScale's market data is strongly correlated with other sources of compensation data, including employer submitted data. This research has also shown the breadth and depth of its data is wider than other sources due to PayScale's collection methods and software product, where users are able to more precisely describe and price positions, including both the type and size of the organization, and the skills and experience of the position.
- PayScale's experts use a proprietary parametric Bayesian model for constructing pay ranges and estimates. Although the model has the flexibility to produce estimated conditional distributions for a range of variables, PayScale's experts rely on it primarily to produce pay ranges for individual respondents' conditional on the data they provide. The experts model pieces of compensation both individually and at the aggregate level.
- The model prioritizes both the most current and the most salient data, i.e., recent profiles that most closely match the respondent's compensable characteristics are factored more heavily in creating the conditional salary range. PayScale assumes a distribution from the double-Pareto lognormal family of distributions for compensation. This allows the data to follow an asymmetric bell curve that can have a variety of different shapes contingent on job title and location.

The evidence supports, by a preponderance of the evidence, that Mr. Kanwar commands a high salary or other remuneration for services in relation to others in the field and meets this regulatory criterion.

TO CONCLUDE, the evidence submitted demonstrates that as per the eligibility criterion enunciated in 8 C.F.R. § 214.2 (o)(3)(iii)(B)(8), Mr. Kanwar has commanded a high remuneration for his services in relation to others in his field.

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IV. PUBLISHED MATERIAL ABOUT THE ALIEN IN PROFESSIONAL OR MAJOR TRADE PUBLICATIONS OR OTHER MAJOR MEDIA, RELATING TO THE ALIEN'S WORK IN THE FIELD FOR WHICH CLASSIFICATION IS SOUGHT

Mr. Kanwar's work in the field of AI and Technology Entrepreneurship has brought him national and international acclaim with major publications in the U.S. highlighting his many accomplishments and contributions. The published articles discuss the beneficiary and his work and **identify him as a person who has risen to the very top of his field**. We submit the most representative and significant articles. Attached hereto please find the following:

1. *"The Next Wave Of AI Disruption: Millennial And Generation Z Entrepreneurial Pioneers"*, **FORBES**, by Neil Sahota, 28 June 2020. (See Exhibit 8)

EXCERPT: The article relates the development of Artificial Intelligence in the recent years. In a world marked by the constant churn of progress and innovation, it comes as no surprise that the driving force behind much of this growth is the remarkable realm of artificial intelligence (AI).

AI, with its transformative potential, has swiftly emerged as the linchpin of the next wave of extraordinary startups, each one poised to revolutionize various facets of our lives. The urgency and relevance of AI-driven startups have been underscored by the disruptive events of our times, none more so than the global COVID-19 pandemic. This unprecedented crisis has catalyzed a renewed focus on technological solutions that harness the extraordinary capabilities of AI. The ability of AI to swiftly analyze vast datasets, simulate scenarios, optimize resource allocation, and provide insights has proven invaluable in the fight against the virus, from predicting disease spread to accelerating the development of vaccines.

Regarding Mr. Kanwar and his work at Wing AI, Neil Sahota writes: *"Building upon this foundation of virtual assistants, many young entrepreneurs are taking innovation to the next level by leveraging AI to handle more complex tasks. One new startup, Wing AI, has utilized a hybrid of AI and human operation (a combination not often unseen in digital assistants) that can carry out any requests for its user, such as running errands, planning a three-day vacation, or ordering food. Started by recent college graduates, these entrepreneurs realized that mundane concierge were a ripe opportunity but involved a lot of complexity and variability. To handle this challenge, Wing uses AI to process a user request and employs human augmentation to recognize nuances and patterns within a request that a pure AI-based solution may not be able to identify. By combining AI and human operations, these entrepreneurs have been able to handle much more variable and complicated requests."*

Neil Sahota concludes that *"[m]any Gen Z and young millennial entrepreneurs have unlocked new potential and innovative startups using AI. Their fresh perspective plus passion-driven goals, like social good, given them an incredible well of opportunities with AI. These young*

entrepreneurs are the next wave of innovation and disruption as they pioneer the growth of AI powered solutions.”

ABOUT FORBES

(Exhibit 8)

Description	<p>Forbes, the most prestigious business, and economics magazine in the world with 105 years of history. Forbes gives people the knowledge, resources, inspiration, and connections they need to achieve success.</p> <p>Forbes Media is a global media, branding, and technology company, with a focus on news and information about business, investing, technology, entrepreneurship, leadership, and affluent lifestyles. The company publishes Forbes, Forbes Asia, and Forbes Europe magazines as well as Forbes.com. The Forbes brand today reaches more than 94 million people worldwide with its business message each month through its magazines and 37 licensed local editions around the globe, Forbes.com, TV, conferences, research, social and mobile platforms. Forbes Media's brand extensions include conferences, real estate, education, financial services, and technology license agreements.</p>
Founded	1917, United States
Circulation	114.4 MILLION unique visitors each month according to SimilarWeb.
CONCLUSION	Qualifies as “major trade publication” within the meaning of the applicable regulatory criterion

2. *“How AI Can Help Small Business”*, **BULTIN**, by Karan Kanwar, 07 December 2020. (See Exhibit 8)

EXCERPT: Mr. Kanwar wrote himself an article at Bultin.com explaining the new AI developments mean small businesses can now successfully modernize their operations without breaking the bank.

Mr. Kanwar explains that: *“the COVID-19 pandemic has dramatically amplified existing disparities between small and large businesses. This year saw Amazon doubling its quarterly profit, while Chinese tech giant Tencent earned \$93 billion after its online gaming revenues in the first quarter rose by 31 percent. However, for smaller companies, the story has been quite different. A study published in the Proceedings of the National Academy of Sciences (PNAS) found that 43 percent of small businesses were temporarily closed and that employment in small firms fell by 40 percent. But the pandemic has also been kind to some small businesses, creating space for growth in sectors such as tech, entertainment, and health. For these lucky players, embracing state-of-the-art technology has been essential for weathering their unexpected increase in demand, and*

now they are looking to artificial intelligence (AI) to streamline and further expand their operations.”

He then further added “[t]o compete with larger companies, small businesses must optimize staff output, and this can be achieved by using AI systems to manage menial tasks. For instance, chatbots are becoming an increasingly important way for smaller businesses to provide customer service around the clock, freeing up time for human staff to handle only the most strategic and complex tasks. Developments in natural language technology have equipped these chatbots with the ability to provide even more accurate and relevant responses for customers. For example, HR operations can be streamlined by using chatbots to answer routine questions. Google’s CallJoy, a virtual customer service phone agent, uses similar technology to provide callers with basic business information, block spammers, and redirect other requests to SMS.”

Regarding small business during hard economic times, Mr. Kanwar elaborates “Small business marketing teams can use AI to handle repetitive tasks like cleaning up large data sets, data entry, and media monitoring so their staff can focus on identifying consumer patterns and testing the efficacy of sales campaigns. They can also get a head start with insights generated from other consumer search patterns, social media trends, and mobile ad campaigns rather than learning through time-consuming trial and error experiments. An example of this is Google’s Smart Campaigns, which uses machine learning to optimize ad performance by tweaking specific aspects of ad campaigns — like doubling down during times your ads perform best. Google learns not just from your own ads, but also automatically recommends optimizations from everything Google knows about all the ads they run.”

He concludes “[the] developments in AI are closing the gap between small and large businesses, thanks to recent advancements that have made this technology more obtainable for smaller firms. Given the present challenges brought by COVID-19, small businesses should actively be looking for AI solutions that will help them weather the storm. Otherwise, they will be left behind by the competition sooner rather than later.”

ABOUT BULTIN

(Exhibit 8)

Description	<p>For millions of tech professionals nationwide, Built In is the best place to learn about the industry, build connections and carve out futures at companies they believe in. Built In was founded in 2011 on a love of Chicago, its people and tech — as a social network and blogging platform. They gave local startups a sense of community and platform on which to tell their stories. Built In is focused on uniting tech talent and the tech industry — two forces that are powerful alone but invincible together.</p> <p>Their content and community give tech professionals insights into hiring companies nationwide, the kind no job board could ever deliver, building a new model for tech recruitment to harness the power of content and community.</p>
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Founded	2011, United States
Circulation	3 MILLION unique visitors each month according to SimilarWeb.
CONCLUSION	Qualifies as “ major trade publication ” within the meaning of the applicable regulatory criterion

3. “There’s a Distinct Difference in Being a Leader Versus Being a Boss”, **SILICON REPUBLIC**, 19 May 2020. (See Exhibit 8)

EXCERPT: The article is discussing Mr. Kanwar knowledge in transition into a leadership role at Wing AI and revisits his career, education journey and achievements in the field of Technology Entrepreneurship.

“Karan Kanwar has been in engineering for a long time. After realizing his passion for coding at just eight years of age, he set up his first SaaS company at 15 and has worked as in the area of AI for companies in Hong Kong, China and the US. Kanwar is now the engineering lead at Wing AI, a start-up that has developed a hybrid-intelligence personal assistant. Here, he talks about his journey in coding and AI, and his experiences of transitioning from an engineer to a people leader.

[...]

I learned how to code, by accident, when I was eight years old after my third-grade teacher taught me how to make a hyperlink. I grew up in Hong Kong, where I did my first internship at 14 working for a university research lab. When I was 15, I was motivated to buy a new computer and started a little SaaS company that I was fortunate enough to grow and sell by the time I was 18, allowing me to pay for college in the US. I went to the University of California, Irvine, where I got a degree in computer science with a concentration in AI. While in college, I worked at Morgan Stanley in Hong Kong on AI-driven solutions focusing on risk mitigation for various institutional equities teams. I also worked for a number of start-ups, at the most notable of which I was building AI-driven solutions for one of the largest providers of software for logistics companies in China. I also worked on a number of side projects. One such project received resources from the United Nations’ Counter-Terrorism Committee to help combat radicalization online using AI. Later, I worked as an AI consultant for a company in southern California that built software for major corporations and non-profits. After that experience, I found a home doing what I loved most: start-ups. Wing AI was an excellent fit.

[...]

One thing I learned while changing my focus from engineering to leading is that there are some useful things an engineering mindset can bring. I did a lot of experiments, which I thought to be incredibly valuable. In some instances, I’d pay engineers 25pc more than what they were expecting to see the effect on their performance. In most cases, this created some of the highest-performing

assets on my team. In other instances, I'd test the effectiveness of public versus private positive feedback. I found public positive feedback pushed someone to improve their performance. Constant experimentation was incredibly valuable to my career."

ABOUT SILICON REPUBLIC

(Exhibit 8)

Description	Headquartered in Dublin, Ireland, Silicon Republic is a leading science and technology news service. The journal covers all things STEM (science, technology, engineering and mathematics) – and STEAM, when the arts enter the mix. Silicon Republic is Ireland's most authoritative voice for science and tech news, covering AI, quantum, cybersecurity, research, careers and more. Silicon Republic has been ranked by Onalytica among the top 100 most influential sources on STEM, artificial intelligence, blockchain, future of work, data science, digital transformation, IoT and fintech.
Founded	2001, Ireland
Circulation	416.6 THOUSAND unique visitors each month according to SimilarWeb.
CONCLUSION	Qualifies as "major trade publication" within the meaning of the applicable regulatory criterion

4. *"Wing AI Announces Partnership with KiwiBot to Boost Access to Affordable Deliveries in the Pandemic"*, **Start Up Beat**, by Sam Brake Guia, 12 August 2020. (See Exhibit 8)

EXCERPT: The article relates an important achievement for Wing AI under Mr. Kanwar leadership as Wing AI announces its partnership with KiwiBot to help make consumer deliveries easier, safer, and more affordable in the COVID-19 pandemic. **StartupBeat** recognizes Mr. Kanwar as an expert in the AI industry and published an article discussing his startup, Wing AI and the partnership he formed with Kiwibot.

Sam Brake Guia states *"Wing is a 24/7 mobile assistant app powered by humans and artificial intelligence. It is the only on-demand concierge app that learns about its users to better tailor and improve its services. Wing AI can automate and complete any task, so long as it is legal and physically possible; saving users' time, increasing productivity, and making life more convenient."*

He then explains *"Wing AI is always looking for partners to promote deliveries in a hygienic and cost-effective manner. Recently, KiwiBot started a pilot phase in Silicon Valley's capital of San Jose, helping send food and other important items to underserved communities in the area, without risking the spread of infection. To encourage safe deliveries, Wing AI is joining KiwiBot's San Jose pilot and offering deliveries for only a 1 dollar fee. The operating systems of the Wing AI app will*

interface with KiwiBot's robots, meaning users can access the bot service directly from the app, and bring goods to the doorsteps of people most in need."

Sam concludes "[b]oth Wing AI and KiwiBot utilize AI capabilities, as well as innovative technology to ensure some of the most vulnerable members of society have access to food during the pandemic. The two companies partnering is a step towards using technology to make consumer's lives more convenient and affordable."

StartupBeat is an active media outlet focused on technology entrepreneurship. Within this article, *StartupBeat* recognizes Wing AI as a "next-generation of assistant" and confirms that Mr. Kanwar strategically built Wing AI's novel technology platform.

5. *"Hybrid Intelligence: The Best of AI and Human"*, **The Tech Panda**, by Navanwita Bora Sachdev, 25 July 2020. (See Exhibit 8)

EXCERPT: Mr. Kanwar's groundbreaking invention through Wing AI. Within this published article, *The Tech Panda* discusses Mr. Kanwar's proprietary software as an example of how artificial intelligence can be used to revolutionize the business market. This publication is significant because it showcases that *The Tech Panda* highly valued Mr. Kanwar's notable contributions to the field through Wing AI's novel platform.

Navanwita writes *"Wing AI's mobile assistant deploys a mix of AI and human assistants to help users with day-to-day tasks. After COVID-19 struck, they've been helping people with every task possible. They combine the strong capabilities of AI as well as human to complete tasks for people who are usually busy. At the same time, they train the AI to become better over time. We have AI and humans work next to each other to push the task to completion. [...] As requests come in, Wing's hybrid AI system switches on and classifies the request on different parameters. If the AI does not perform as expected, a half-finished task is pushed to a human assistant."*

She explains *"[t]he AI system at Wing works in phases, the classification system, the natural language, and the automation. The first two are growing heavy. With a success rate of 98-99%, they are almost at the point where they don't need any humans in the loop. The NLP systems and the automation too are growing at a rate of 4-5% every month."*

She then concludes *"[w]e're not there yet where we can say, we have 100% automation, where there's no human in the loop. The ecosystems of the world are not there yet. We want to get there. It's a race. We can get there first, but nobody's there yet."*

* * *

TO CONCLUDE, the evidence submitted shows that, as per the eligibility criterion enunciated in 8 C.F.R. § 214.2(o)(3)(iii)(B)(3), there have been published materials about Mr. Kanwar in professional or major trade publications or other major media, relating to his work in his field of endeavor.

V. DOCUMENTATION OF THE ALIEN'S MEMBERSHIP IN ASSOCIATIONS IN THE FIELD FOR WHICH CLASSIFICATION IS SOUGHT, WHICH REQUIRES OUTSTANDING ACHIEVEMENTS OF THEIR MEMBERS, AS JUDGED BY RECOGNIZED NATIONAL OR INTERNATIONAL EXPERTS IN THEIR DISCIPLINES OR FIELDS.

Over the course of his dynamic and innovative career, Mr. Kanwar holds membership in acclaimed professional associations which require outstanding achievements of their members as judged by recognized national or international experts in their disciplines or fields. For the purpose of establishing that he meets this criterion, we will focus on the following membership:

1. *Berkeley SkyDeck*
2. *Forbes Technology Council*

Berkeley SkyDeck

Through his startup Wing AI, Mr. Kanwar received membership in Berkeley SkyDeck, which is indicative of his outstanding achievements in the field. Only companies with outstanding achievements in the field are granted memberships into Berkeley SkyDeck. Without question, Wing AI's acceptance as a member was entirely based on the technological innovations and esteemed reputation of Mr. Kanwar, its founder. See Exhibit 9 for Mr. Kanwar's Berkeley SkyDeck Membership, which includes a welcome letter from Sibyl Chen, Senior Director, Program, at Berkeley SkyDeck, and a press release published by Caroline Winnett, Executive Director at Berkeley SkyDeck.

Berkeley SkyDeck is considered a prestigious membership organization within the field as Berkeley SkyDeck is ranked as "Gold Tier", by the Seed Accelerator Ranking Project, the industry standard for ranking accelerator programs, meaning it is within the top 20 accelerator programs in the world. To uphold its community and maintain its prestige as one of the world's top accelerators, membership in Berkeley SkyDeck is extremely limited and reserved for only the most exceptional technology entrepreneurs who have compellingly demonstrated their outstanding achievements in the field. Refer to Exhibit 9 for Berkeley SkyDeck exclusive membership information, including a list of the international recognized judges who preside over membership decisions including, Rich Lyons, Chief Innovation and Entrepreneurship Officer at UC Berkeley and former Chief Learning Officer at Goldman Sachs; and Ann E. Harrison, Bank of America Dean at UC Berkeley and former Director of Development Policy at the World Bank.

SkyDeck has over 200 mentors and access to the powerful UC Berkeley network, students and faculty, as well as laboratory access and startup support through campus partners and have over 140 startups in residence. SkyDeck is located on the Penthouse and the Third Floor of Berkeley's tallest building with 360-degree views from the campus to San Francisco. Their twice-yearly Demo Days are must-attend events for qualified investors.

As further evidence that Mr. Kanwar was selected as a member of Berkeley SkyDeck, we include a signed statement at Exhibit 5 written by Mr. Tang, Founding Partner and Managing Director at Berkeley SkyDeck which details the highly selective nature of Berkeley SkyDeck, and that

membership is granted based upon the outstanding achievements of the founding members of a company. Within this letter, Mr. Tang writes:

“Karan’s work on Wing AI’s novel technology received the remarkable recognition of the Berkeley SkyDeck, who granted Wing AI an investment award of \$105,000 and membership in our highly competitive accelerator program.

*Please allow me to further elaborate on the competitiveness and prestige of Berkeley SkyDeck’s investment award and membership program. Within the entrepreneurial community, Berkeley SkyDeck has always been considered a premier and highly selective program that grants awards and memberships to only the top-tier technology entrepreneurs. University of California Berkeley has always been known nationally and internationally, not only as one of the most highly ranked educational institutions on the globe, but specifically as a supporter of new ventures. To uphold and maintain our prestige, we screen for the best applicants and select only the top percentage out of that high-caliber group of startup founders. **Of over 1,600 applicants who applied through our program in the fall of 2020, only 24 were granted funding and membership, where we have a consistent 1.5% acceptance rate year over year.** Our judges critically evaluate a founder’s background, achievements, distinguished company, and novel technology innovations. Therefore, given the competitive nature of our program, and the illustrious reputation of our program, Berkeley SkyDeck’s investment award and membership are reserved for only exceptional entrepreneurs who meaningfully contribute to their industries.”*

In his letter, Mr. Tang affirms that Mr. Kanwar and his company, Wing AI, were selected as members because of his outstanding background, achievements, and novel technology innovations. As a member of Berkeley SkyDeck, Mr. Kanwar is in the very top percentage of applicants to receive membership, which demonstrates that he is an individual at the top of the field.

In light of the above, the BERKELEY SKYDECK qualifies as an association requiring outstanding achievements of its members within the meaning of the applicable regulatory criterion, and that Mr. Kanwar is a member of this association.

Forbes Technology Council

Mr. Kanwar is a member of the Forbes Technology Council, a highly selective, merit-based and invitation-only organization for successful founders and business leaders in the technology industry. Through this organization he joined a group of industry experts committed to advocate for the advancement of the technology field in the US (Exhibit 9).

Forbes is one of the most well-known American business magazines and media companies that



focuses on business, investing, technology, entrepreneurship, leadership, and lifestyle topics. It is widely recognized for its lists and rankings of individuals and companies, such as **the Forbes 30 Under 30**, **Forbes 400** (a list of the wealthiest Americans) and the **Forbes Global 2000** (a ranking of the world's largest public companies). According to Similarweb, **Forbes.com receives over 123 million unique monthly viewers.** Under the umbrella of the Forbes enterprise are the Forbes Councils. These exclusive councils serve as extensions of one of the most esteemed platforms for recognition, reserved solely for members who embody and uphold this exceptional standard.

Headquartered in Boston, **Forbes Technology Council** finds and brings together the most innovative founders and executives from around the world who believe that, through technology, we can solve problems that others have not. The organization provides these selected senior executives a platform by which they can connect to a global community of industry leaders, opportunities, and resources to solve these global issues. Over the years, it has given members of the organization a seat at the table at some of the world's most influential gatherings. Forbes Technology Council has been praised in many international publications and received the support of many international mentors. This prestigious organization has over 1000 carefully selected members and spans more than 50 countries. **Its work has been honored by NASDAQ and The White House and recognized in media outlets worldwide including – Fortune, Inc., Forbes, Time, CNN, FastCompany, Washington Post, Wall Street Journal, ABC News, The Next Web, Wired, Fox Business, TechCrunch, Bloomberg BusinessWeek, and Huffington Post – among others.**

Forbes Technology Council an invitation-only based association and this already establishes a level of selectivity and exclusivity reserved only for candidates who have achieved success in their career growth, business realization, and other outstanding achievements which set them apart from the other 50 million professionals in the industry. The Council sets a minimum bar of accomplishment before a new member is even considered, this being the candidate must first be a senior-level executive in technology (CEO, CTO, Executive Director) and that the candidates company produces a minimum revenue of \$1 million USD or receives \$1 million in funding. **Please note that this is just an entry requirement that does not automatically allow you to join the organization. Each application must be endorsed by another member of the Forbes Council.**

Only after the candidate is specially invited and determined to have met this elevated threshold, do a panel of judges then review a prospective member's profile and conduct an interview to determine that the candidate possesses outstanding achievements or contributions that confirm whether the individual has garnered sufficient prestige to make them a good fit in the organization. Co-Founder, Ryan Paugh, explains in his confirmation letter: "*Membership in Forbes Technology*

Council is highly sought-after, and admission is limited to the highest-quality members of the technology community. Each applicant is thoroughly reviewed and vetted before being offered admission. While admit rates can vary slightly over the course of a year, generally, our acceptance rate for Forbes Councils is at around 10-11%, meaning roughly one out of 10 of those considered meet the standards for admission.” (Exhibit 9).

Only individuals are accepted who have a well-established record of professional success and distinguished themselves as extraordinary leaders in their industry. The members are selected for the Council based on their depth and diversity of experience. Among the factors considered are the candidate's: proven ability to impact the industry and solve the world's largest challenges; a track record of a positive influence of their projects on the society; recognition by peers and the general public, as shown by awards, distinctions and positive publicity; potential to disrupt the market; and leadership skills. (Exhibit 9).

Every candidate's credentials are thoroughly reviewed against these criteria by Forbes Technology Council's internal membership-selection committee. To apply, the candidate must be an owner, founder, or executive leader of a business at a company that generates a minimum of \$1 Million USD in revenue or has a minimum of \$1 Million USD in funding.

The Forbes Councils are some of a select-few of the most prestigious professional associations that maintain extremely high standards and uphold a reputation that is evidenced by members who are extraordinary individuals. Membership in this elite opportunity is attained by virtue of a prospective member's professional success and achievement. Factors such as degree-level, exam completion, payment of dues, or years of experience have no bearing on candidate selection in this organization as the Council sets not only a lofty standard but also conducts thorough review that narrows candidates down to only the top 10% of the most successful and highly achieved members. If the aforementioned qualifications are met, an internal review process is done by our professional selection committee to determine the level of their outstanding qualifications within the field, considering publications, speaking engagements and other contributions that demonstrate knowledge and expertise. Membership requires outstanding achievements from its members and membership decisions are made by recognized national or international experts in technology. The members are chosen from among shortlisted candidates by a committee made up of industry leaders and senior-level executives, including:

- **Scott Gerber:** an internationally syndicated columnist, author of *Never Get a "Real" Job*, and co-author of *Superconnector* (Feb '18). Scott has been featured in the *New York Times*, *Wall Street Journal*, *Washington Post*, *Bloomberg*, *Fortune*, *TIME*, *CNN*, *MSNBC*, *CNBC*, *Reuters*, *Mashable*, *BBC*, *NPR*, *Forbes*, *the Daily Beast*, *CBS News*, *US News & World Report*, *Fox News, Inc.*, and *Entrepreneur*, and has been honored by NASDAQ and the White House

- **Ryan Paugh:** called a “cult legend in the online-community building world” by *Mashable*, he is the co-founder of *Brazen Careerist*, a career-management site for high-achieving young professionals. He currently serves as President and Chief Operating Officer of *Community.co*.

In effect, candidates must truly distinguish themselves from the group and prove their outstanding achievements in the field to secure their membership of the Forbes *Business Council*.

As mentioned, in addition to being endorsed by another member of the Council, the selection process consists of a comprehensive membership application, and in-person interview meeting in which the Council’s selection committee of experts thoroughly vets and evaluates the application for membership to determine the candidate’s acceptance into the Council. The organization only accepts those individuals who have a well-established record of professional success and have distinguished themselves as extraordinary leaders in business or a closely allied field of specialization. *Id.*

Upon reviewing the directory of the current members of the Forbes Technology Council, it is apparent that its members emanate from distinguished backgrounds in the field of technology, such as professionals from prestigious and highly recognized corporations, subject matter experts, academics, and intellectuals working in the same or similar fields of expertise as the beneficiary. *Id.*

Some of the Council’s most prominent members include **(Exhibit 9)**:

- Mr. Marc Bell, Serial Entrepreneur and Five-Time Unicorn Founder, with Press Release;
- Mr. John Dove, Vice President of Technology Solutions at Horry Georgetown Technical College with Press Release;
- Mr. Adi Ekshtain, Co-Founder of Amaryllis Payment Solutions with Press Release;
- Mr. Gustav Westman, Founder and CEO of BrightBid, with Press Release
- Mr. Jorge Garcia, Co-Founder and CTO of Hello Iconic with Press Release;
- Mr. Clayton Nicholas, Founder and CEO of Vibronyx. with Press Release of Acceptance;
- Mr. Mo Dua, CTO of WindESCo, with Press Release
- Mr. Vivek Bhaskaran, Founder and CEO of QuestionPro, with Press Release of Acceptance;
- Ms. Missy Young, CIO of Switch, with Press Release

Additionally, please find enclosed the Professional Profiles of the Selection Committee Experts (Exhibit 9):

- Ms. Joyce Johnson, Forbes Council Selection Committee
- Ms. Maya Reed, Forbes Council Selection Committee
- Mr. Jose Davila, Forbes Council Selection Committee
- Mr. Leo White, Forbes Council Selection Committee
- Ms. Tamara Bullock, Director of Membership Forbes Council

Accordingly, it follows from the above that the **Forbes Technology Council qualifies as an association requiring outstanding achievements of its members within the meaning of the applicable regulatory criterion and that Mr. Kanwar is a member of this distinguished association.**

* * *

TO CONCLUDE, the evidence submitted shows that, as per the eligibility criterion enunciated in 8 C.F.R. § 214.2(o)(3)(iii)(B)(2), Mr. Kanwar has maintained membership in professional associations that require outstanding achievements of their members.

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VI. EVIDENCE OF THE ALIEN'S PARTICIPATION, EITHER INDIVIDUALLY OR ON A PANEL, AS A JUDGE OF THE WORK OF OTHERS IN THE SAME OR AN ALLIED FIELD OF SPECIFICATION FOR WHICH CLASSIFICATION IS SOUGHT.

As further evidence of Mr. Kanwar's respected reputation in the field, he was invited to serve as a judge at the UCI Data Science Hackathon. The UCI Data Science Hackathon is an emerging platform for technology entrepreneurs to showcase their technical skills and work collaboratively in a competitive environment to create innovative technology projects. (See Exhibit 10)

As a well-regarded international contest within the field of technology entrepreneurship, the committee at the UCI Data Science Hackathon strictly selected a panel of expert judges consisting of highly respected technology entrepreneurs and professors in the industry to preside over their hackathon event. Please see below for a list of judges at the event:

- Hal Stern - *Dean at UCI Information & Computer Sciences*;
- Zhaoxia Yu - *Associate professor at UC Irvine*;
- David Ochi - *Executive Director of Blackstone LaunchPad at UC Irvine*;
- Neil Sahota - *Master Investor at IBM*;
- Brad Zeschuk - *Investor at M2 Catalyst*;
- Hadar Ziv - *Professor at UCI Informatics Department*; and
- Gary Olson - *Professor of Information & Computer Sciences at UC Irvine*.
- Homer Strong – *UCI Data Science Initiative*
- **Karan Kanwar – ICSSC Projects**

Mr. Kanwar was selected as a judge among other internationally recognized experts because of his outstanding accomplishments in the field of technology entrepreneurship, and his expertise in AI algorithms and deep learning. Please see Exhibit 10 for evidence of Mr. Kanwar's service as a judge at UCI Data Science Hackathon including Mr. Kanwar's invitation to judge, and UCI Data Science Hackathon's event details.

As further evidence of Mr. Kanwar's participation as a judge at UCI Data Science Hackathon we include a signed statement in Exhibit 5 from, Shannon Alfaro, Lecturer at UC Irvine and Faculty Advisor for the ICS Student Council, which discusses the Beneficiary's service as a judge of the work of others in the field. Within this letter, Ms. Alfaro writes:

"I can attest that to receive an invitation to become an expert judge at our event, one must showcase their remarkable technical skills, business acumen, and major success in the technology entrepreneurship field. Karan was selected as our expert judge because of his distinctive position in the field and impressive entrepreneurial background that complimented our mission. More specifically, we were impressed by Karan's deep

*expertise in the AI field, where he's held numerous prestigious positions. We were most impressed with his position as AI Lead at Counteract, which is an Artificial Intelligence project supported by the United Nations Security Council's Counter-Terrorism Committee. At Counteract, Karan was responsible for developing technologies that were able to sift through public records, and use machine learning to determine instances of potential radicalization, and report these instances to the relevant authorities. To have played a role in an initiative with such significant international security stakes is without question demonstrative of the caliber of Karan's work. Further, his work has now been presented at the United Nations' AI for Good Global Summit in Geneva, and he has been a speaker at a Global Microsoft AI summit. **These career milestones are rare and extraordinary, and it was our honor that Karan was a judge at our UCI Data Hackathon.***"

Recently, Mr. Kanwar was being invited to serve as a **Judge at the Berkeley SkyDeck Selection Committee Member.** (See Exhibit 10 for Selection Committee E-mail)

A preponderance of the evidence establishes that Mr. Kanwar was invited to be a judge at the UCI Data Science Hackathon and at the Berkeley SkyDeck Selection Committee Member because of his esteemed reputation and significant achievements in the field of technology entrepreneurship and that Mr. Kanwar's participation as a judge was critical to the success of the event. Therefore, Mr. Kanwar meets the regulatory requirements of the criterion.

* * *

TO CONCLUDE, the evidence submitted shows that, as per the eligibility criterion enunciated in 8 C.F.R. § 214.2(o)(3)(iii)(B)(4), Mr. Kanwar has served as a judge of the work of others in the same or an allied field of specification for which classification is sought.

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VII. DOCUMENTATION OF THE BENEFICIARY'S RECEIPT OF NATIONALLY OR INTERNATIONALLY RECOGNIZED PRIZES OR AWARDS FOR EXCELLENCE IN THE FIELD OF ENDEAVOR.

As a reflection of the Beneficiary's extraordinary ability, they have received a nationally or internationally recognized award in the field.

Of particular note, the startup founded by **Mr. Kanwar was awarded approximately \$105,000 in venture capital funding from Berkeley SkyDeck Fund 1 LP.** Venture capital funding is considered an award because it is only granted following the careful evaluation of demonstrated excellence of a startup's founding team. A startup being awarded venture capital is directly attributable to the talent and extraordinary ability of its founder.

Under the adept leadership of Mr. Karan Kanwar, Wing AI has not only successfully secured over \$3.5 million in venture capital but has also significantly elevated Wing's valuation from \$2.1 million to an impressive \$21 million. Moreover, the company's revenue has soared exponentially, surging over a thousandfold to reach an annual figure of nearly \$20 million.

The award of venture capital funding represents substantial monetary amounts that are granted to very few startup-founders based on the founder's merit, business plan, vision for the company they created, and traction they have gained within the field. *See Exhibit 11 for information about the selectivity and prestige of Berkeley SkyDeck.* This documentary evidence confirms the selective criteria used to grant this internationally recognized award. Additionally, please see *Exhibit 11 for evidence of receipt of this award.*

As additional evidence that Mr. Kanwar's startup received venture capital funding because of his excellence in the field, please see the signed statement in *Exhibit 5* written by **Mr. Tang, Founding Partner and Managing Director at Berkeley SkyDeck.** In this statement it attests that:

"Berkeley SkyDeck has always been considered a premier and highly selective program that grants awards and memberships to only the top-tier technology entrepreneurs. University of California Berkeley has always been known nationally and internationally, not only as one of the most highly ranked educational institutions on the globe, but specifically as a supporter of new ventures. To uphold and maintain our prestige, we screen for the best applicants and select only the top percentage out of that high-caliber group of startup founders. Of over 1,600 applicants who applied through our program in the fall of 2020, only 24 were granted funding and membership, where we have a consistent 1.5% acceptance rate year over year.

Amongst thousands of other applicants, what struck me about Karan's application was just how far he had taken this concept, in fact, he had already turned this concept into a

reality and handled thousands of tasks for real customers, proving the capabilities of the technology, and its ability to handle such a wide array of use cases. Karan's pitch to the SkyDeck selection committee demonstrated that he had deep industry experience, that his technology was groundbreaking and novel, and that he had the necessary expertise to continue iterating on the project. Therefore, Berkeley SkyDeck granted an investment award of \$105,000 and membership to Wing AI because Karan demonstrated that he is a deserving member of our program."

Accordingly, as presented in the testimonial written by Mr. Tang, receiving the investment award from Berkeley SkyDeck is highly selective and based upon the excellence of the founding team, including Mr. Kanwar. To corroborate this statement, we also attach at *Exhibit 11* an article from Forbes titled "*Why 99.55% of Entrepreneurs Should Stop Wasting Time Seeking Venture Capital,*" which highlights that receiving venture capital is a highly prestigious award within the field as only roughly 300 companies out of 600,000 founded a year receive venture capital funding. In other words, a technology entrepreneur has a 0.0005% chance of receiving an award of funding. Furthermore, to corroborate that venture capital funding is awarded based upon the excellence of a founder, we submit a Forbes article titled "*The Importance of Founder-Market Fit & How To Highlight It While Fundraising*" which states that, "typically, when startups are so early, there isn't a ton of data and metrics to go off of, so investors rely on the founders to convince them that there is a market for their product and that they are the founders to make anything happen... At inception, founder-market fit holds a lot more weight than product-market-fit."

Since the program is a nationally and internationally recognized prize within Mr. Kanwar's field of expertise, it can be concluded that he is the recipient of an international award, recognizing his excellence in the field. Therefore, this criterion is met.

* * *

TO CONCLUDE, the evidence submitted shows that, as per the eligibility criterion enunciated in 8 C.F.R. § 214.2(o)(3)(iii)(B)(1), Mr. Kanwar has received nationally or internationally recognized prizes or awards for excellence in his field of endeavor.

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VIII. EVIDENCE COMPARABLE TO THE EVIDENCE OF THE DISPLAY OF THE BENEFICIARY'S WORK IN THE FIELD AT ARTISTIC EXHIBITIONS OR SHOWCASES.

Mr. Kanwar has been invited to present his achievements, career, and academic journey at several professional conferences in his field including a conference of the U.S. Chamber AI Commission Field Hearing in Palo Alto, CA and at UC Berkeley's DECODE Silicon Valley Startup Success. (See Exhibit 12 for Presentations)

- On May 9, 2022, Mr. Kanwar gave his testimony at the **U.S. Chamber AI Commission Field Hearing** in Palo Alto, CA. on the topic of the United States' AI competitiveness to US congressmen Ro Khanna, Anna Eshoo, Mike Ferguson, and fmr. presidential candidate John Delaney alongside Intuit, Amazon, and others. (See Exhibit 12 – About the Event)



Mr. Kanwar giving his testimony at the U.S. Chamber AI Commission Field Hearing in Palo Alto, CA. (May 9, 2022)

- Mr. Kanwar gave a Guest Lecture at **UC Berkeley for a class called "DECODE Silicon Valley Startup Success"** to sixty students, where past speakers included Michael Siebel (CEO @ YCombinator), Henrique Dubugras (Founder @ Brex), Reynold Xin (Co-Founder @ Databricks). (See Exhibit 12 – About the Event and Invitation)

Regular participation in international conferences, exhibitions, or showcases is considered vital for a career of an entrepreneur, and being an invited speaker at meetings is an important recognition of the influence of one's work. An exhibition or conference is not just an avenue for companies or entrepreneurship and developers' leaders to showcase their products to the wider community, but it can be an important venue for brainstorming, networking, and making vital

connections that can lead to new initiatives and products, in a way that virtual, online meetings cannot.

With this in mind, we respectfully request that the Service view the evidence of the display of Mr. Kanwar's work at several prestigious exhibitions and conferences as comparable evidence of the display of the alien's work in the field at artistic exhibitions criterion enunciated in 8 C.F.R. § 204.5(h)(3)(vii).

It follows from the above that Mr. Kanwar presented his work at professional conferences within his field. The comparable evidence submitted demonstrates that as per the eligibility criterion enunciated in 8 C.F.R. § 204.5(h)(3)(vii), Mr. Kanwar regularly displayed his work in the field at exhibitions or showcases. Therefore, this criterion has been met.

CONCLUSION

The attached and above referenced documentation establish that Mr. Karan Kanwar sufficiently meets SEVEN of the EIGHT "Alien of Extraordinary Ability" regulatory criteria as per 8 C.F.R. §214.2(o)(3)(iii)(B), namely:

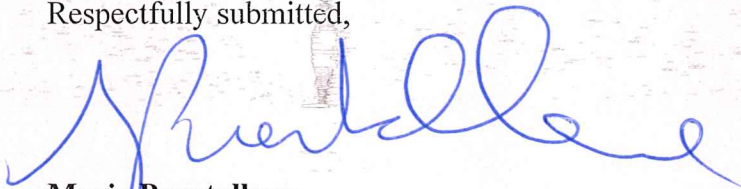
- (1) Evidence that the alien has been employed in a critical or essential capacity for organizations and establishments that have a distinguished reputation;
- (2) Evidence of the alien's original scientific, scholarly, artistic, athletic, or business-related contributions of major significance in the field;
- (3) Evidence that the alien has either commanded a high salary or will command a high salary or other remuneration for services, evidenced by contracts or other reliable evidence.
- (4) Published material about the alien in a professional or major trade publications or other major media, relating to the alien's work in the field for which classification is sought;
- (5) Documentation of the alien's membership in associations in the field which require outstanding achievements of the members, as judged by recognized national or international experts in the field;
- (6) Evidence of the alien's participation, either individually or on a panel, as a judge of the work of others in the same or an allied field of specification for which classification is sought;
- (7) Documentation of the alien's receipt of lesser nationally or internationally recognized prizes or awards for excellence in the field of endeavor.

- (8) Evidence comparable to the evidence of the display of the beneficiary's work in the field at artistic exhibitions or showcases.

Accordingly, the evidence, documented herein and attached hereto, demonstrates that Mr. Karan Kanwar satisfies the requisite O-1A "Alien of Extraordinary Ability in Technology Entrepreneurship" criteria. Furthermore, it substantiates his receipt of sustained national acclaim and his "ascension and rank among the small percentage of individuals at the very top of his field of endeavor." Therefore, we respectfully request the Service's favorable adjudication of the I-129 Petition filed by Wing AI Technologies Inc. on behalf of Mr. Karan Kanwar.

If you require any additional information about Mr. Karan Kanwar, please contact the undersigned.

Respectfully submitted,



Marie Puertollano

Immigration Attorney

O-1A PETITION BY WING AI TECHNOLOGIES INC. ON BEHALF OF KARAN KANWAR

Petitioner: WING AI TECHNOLOGIES, INC.

Beneficiary: KARAN RAKESH KANWAR

Exhibit 2: Biographical Documents and Education of the Beneficiary

- Copies of Beneficiary's Passport ID page
- Copy of Beneficiary's O-1A Visa and Prior O-1A Approval Notice
- Copies of Beneficiary's Degree
- Beneficiary's Resume

O-1A PETITION BY WING AI TECHNOLOGIES INC. ON BEHALF OF KARAN KANWAR

Petitioner: WING AI TECHNOLOGIES, INC.

Beneficiary: KARAN RAKESH KANWAR

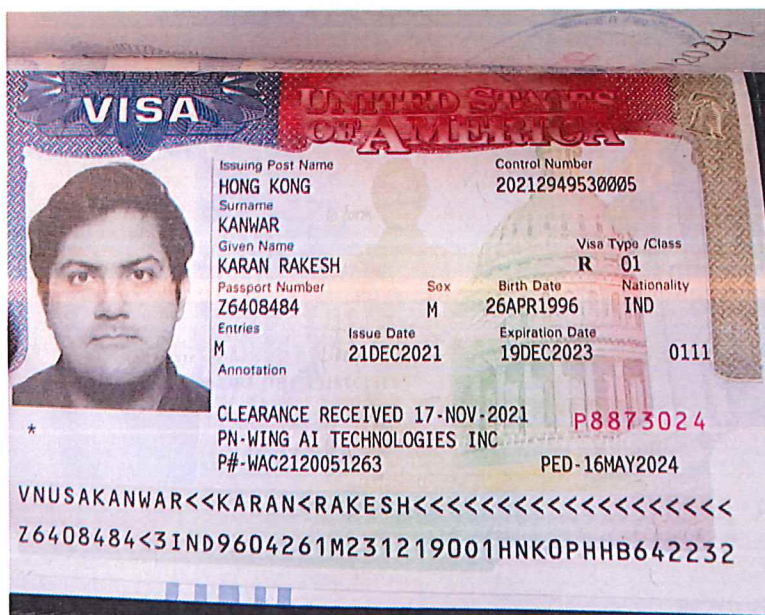
- Copies of Beneficiary's Passport ID page

O-1A PETITION BY WING AI TECHNOLOGIES INC. ON BEHALF OF KARAN KANWAR

Petitioner: WING AI TECHNOLOGIES, INC.

Beneficiary: KARAN RAKESH KANWAR

- Copy of Beneficiary's O-1A Visa and Prior O-1A Approval Notice



THE UNITED STATES OF AMERICA

I-797A | NOTICE OF ACTION

DEPARTMENT OF HOMELAND SECURITY
U.S. CITIZENSHIP AND IMMIGRATION SERVICES



Receipt Number WAC2120051263		Case Type I129 - PETITION FOR A NONIMMIGRANT WORKER
Received Date 04/19/2021	Priority Date	Petitioner WING AI TECHNOLOGIES INC.
Notice Date 04/28/2021	Page 1 of 2	Beneficiary KANWAR, KARAN RAKESH

WING AI TECHNOLOGIES INC
c/o LORRAINE GORDON
LORRAINE M GORDON
9450 SW GEMINI DRIVE STE PMB 47318
BEAVERTON OR 970087105

Notice Type: Approval Notice
Class: O1A
Valid from 05/17/2021 to 05/16/2024

The above petition and accompanying request for a change of status have been approved. The status of the named beneficiary(ies) in this classification is valid as indicated on the I-94 attached below. The beneficiary(ies) can work for the petitioner pursuant to this approval notice, but only as detailed in the petition and during the petition validity period indicated above, unless otherwise authorized by law. Changes in employment or training may require you to file a new Form I-129, Petition for a Nonimmigrant Worker.

The dates in the I-94 attached below might not be for the same dates as the petition validity dates above because the I-94 below may contain a grace period of up to 10 days before and up to 10 days after the petition validity period for the following classifications: CW-1, E-1, E-2, F-3, H-1B, H-2B, H-3, L-1A, L-1B, O-1, O-2, P-1, P-1S, P-2, P-2S, P-3, P-3S, TN-1, and TN-2. An I-94 for H-2A nonimmigrants may contain a grace period of up to one week before and 30 days after the petition validity period. However, the beneficiary(ies) may not work during such grace periods, unless otherwise authorized by law. The decision to grant a grace period and the length of the granted grace period is discretionary, final, and cannot be contested on motion or appeal. Please contact the IRS with any questions about tax withholding.

The petitioner should keep the upper portion of this notice. The lower portion should be given to the beneficiary(ies). The beneficiary(ies) should keep the right part (the I-94 portion) with his or her other Form I-94, Arrival-Departure Record. The I-94 portion should be given to the U.S. Customs and Border Protection when he or she leaves the United States. The left part is for his or her records. A person granted a change of status who leaves the U.S. and is not visa-exempt must normally obtain a visa in the new classification before returning. The left part can be used when applying for the new visa. If a visa is not required, he or she should present it, along with any other required documentation, when applying for reentry based on this approval notice at a port of entry or pre-flight inspection station. The petitioner may also file Form I-824, Application for Action on an Approved Application or Petition, to request that we notify a consulate, port of entry, or pre-flight inspection office of this approval.

The approval of this petition does not guarantee that the beneficiary(ies) will be found to be eligible for a visa, for admission to the United States (if traveling abroad and seeking re-admission), or for a subsequent extension of stay, change of status, or adjustment of status.

THIS FORM IS NOT A VISA AND MAY NOT BE USED IN PLACE OF A VISA.

Please see the additional information on the back. You will be notified separately about any other cases you filed.

California Service Center
U.S. CITIZENSHIP & IMMIGRATION SVC
P.O. Box 36111
Laguna Niguel CA 92607-0111

USCIS Contact Center: www.uscis.gov/contactcenter



PLEASE TEAR OFF FORM I-94 PRINTED BELOW AND STAPLE TO ORIGINAL I-94 IF AVAILABLE

Detach This Half for Personal Records

Receipt# WAC2120051263

I-94# 575122965 A2

NAME KANWAR, KARAN RAKESH

CLASS O1A

VALID FROM 05/17/2021 **UNTIL** 05/16/2024

PETITIONER

WING AI TECHNOLOGIES INC.
283 BERKELEY AVE
IRVINE CA 92612

575122965 A2

Receipt Number WAC2120051263

US Citizenship and Immigration Services

I-94 Departure Record

Petitioner: WING AI TECHNOLOGIES INC

14. Family Name KANWAR	
15. First (Given) Name KARAN	16. Date of Birth 04/26/1996
17. Country of Citizenship INDIA	

UNITED STATES OF AMERICA


797A | NOTICE OF ACTION | DEPARTMENT OF HOMELAND SECURITY
U.S. CITIZENSHIP AND IMMIGRATION SERVICES

Receipt Number WAC2120051263		Case Type I129 - PETITION FOR A NONIMMIGRANT WORKER
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The Small Business Regulatory Enforcement and Fairness Act established the Office of the National Ombudsman (ONO) at the Small Business Administration. The ONO assists small businesses with issues related to federal regulations. If you are a small business with a comment or complaint about regulatory enforcement, you may contact the ONO at www.sba.gov/ombudsman or phone 202-205-2417 or fax 202-481-5719.

NOTICE: Although this application or petition has been approved, USCIS and the U.S. Department of Homeland Security reserve the right to verify this information before and/or after making a decision on your case so we can ensure that you have complied with applicable laws, rules, regulations, and other legal authorities. We may review public information and records, contact others by mail, the internet or phone, conduct site inspections of businesses and residences, or use other methods of verification. We will use the information obtained to determine whether you are eligible for the benefit you seek. If we find any derogatory information, we will follow the law in determining whether to provide you (and the legal representative listed on your Form G-28, if you submitted one) an opportunity to address that information before we make a formal decision on your case or start proceedings.

Please see the additional information on the back. You will be notified separately about any other cases you filed.

California Service Center U. S. CITIZENSHIP & IMMIGRATION SVC P.O. Box 30111 Laguna Niguel CA 92607-0111 Customer Service Telephone: 800-375-5283	
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PLEASE TEAR OFF FORM I-94 PRINTED BELOW AND STAPLE TO ORIGINAL I-94 IF AVAILABLE

Detach This Half for Personal Records

RECEIVED INTENTIONALLY LEFT BLANK

Receipt Number INTENTIONALLY LEFT BLANK

I-94# INTENTIONALLY LEFT BLANK

NAME INTENTIONALLY LEFT BLANK

CLASS INTENTIONALLY LEFT BLANK

VALID FROM UNTIL INTENTIONALLY LEFT BLANK

PETITIONER INTENTIONALLY LEFT BLANK

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RECEIVED INTENTIONALLY LEFT BLANK

US Citizenship and Immigration Services INTENTIONALLY LEFT BLANK

I94 Departure Record INTENTIONALLY LEFT BLANK

Petitioner: INTENTIONALLY LEFT BLANK

14. Family Name	INTENTIONALLY LEFT BLANK
15. First (Given) Name	INTENTIONALLY LEFT BLANK
16. Date of Birth	INTENTIONALLY LEFT BLANK
17. Country of Citizenship	INTENTIONALLY LEFT BLANK

O-1A PETITION BY WING AI TECHNOLOGIES INC. ON BEHALF OF KARAN KANWAR

Petitioner: WING AI TECHNOLOGIES, INC.

Beneficiary: KARAN RAKESH KANWAR

- Copies of Beneficiary's Degree

THE REGENTS OF THE

University of California

ON THE NOMINATION OF THE FACULTY OF THE
DONALD BREN SCHOOL OF INFORMATION AND COMPUTER SCIENCES

HAVE CONFERRED UPON

KARAN RAKESH KANWAR

THE DEGREE OF BACHELOR OF SCIENCE
WITH A MAJOR IN COMPUTER SCIENCE
WITH ALL THE RIGHTS AND PRIVILEGES THERETO PERTAINING

GIVEN AT IRVINE

THIS TWENTY-THIRD DAY OF MARCH IN THE YEAR
TWO THOUSAND AND EIGHTEEN.



Edmund G. Brown Jr.
GOVERNOR OF CALIFORNIA AND
PRESIDENT OF THE REGENTS

Garret A. Noyes
PRESIDENT OF THE UNIVERSITY

Harold J. Throckmorton
CHANCELLOR AT IRVINE

David A. Noyes
DEAN OF THE SCHOOL

[\(Print This Page\)](#)

Kanwar, Karan Rakesh (68073357)
COMPUTER SCIENCE (INFORMATION AND COMPUTER SCIENCES)

Your transcript below is not official and is informational only. It is not for use as a verification of enrollment.

Official transcripts, verifications of enrollment, or other records may be requested from the University Registrar. Refer to the Services section on our website.

***** THIS IS NOT AN OFFICIAL TRANSCRIPT *****

University Requirements

12/01/14 Entry Level Writing - Course Passed
03/01/17 American History - Course Passed
06/01/16 American Institutions - Course Passed

Bachelor's Degrees

BS COMPUTER SCIENCE
MARCH 23, 2018
AWARDED WITH A SPECIALIZATION IN
GENERAL CS TRACK

HONG KONG UNIV (Units 0.0) 1 Terms to 08/13

IB COMPUTER SCI (Score 6, Units 8.0) 05/14

IB DIPLOMA (Score D, Units 22.0) 05/14

Units Transferred 30.0

2014 Fall Quarter

HUMANITIES CORE LEC	HUMAN	1A	4.0	A-	14.8	
HUMAN CORE WRT ELW	HUMAN	1AES	4.0	B+	13.2	
HUMAN CORE WRT ELW	HUMAN	1AES	2.0	B+	0.0	WC
INTRO TO PROGRAMMING	I&C SCI	31	4.0	A	16.0	
NEW STUDENTS SEMINR	I&C SCI	90	1.0	P	0.0	PN
CALCULUS	MATH	2A	4.0	C+	9.2	
Term Totals	ATTM:	16.0	PSSD:	16.0	GPTS:	53.2
					GPA:	3.325
					BAL:	21.2
Cumulative Totals	ATTM:	16.0	PSSD:	16.0	GPTS:	53.2
					GPA:	3.325
					BAL:	21.2

2015 Winter Quarter

HUMANITIES CORE LEC	HUMAN	1B	4.0	B-	10.8	
HUM CORE WRT HONORS	HUMAN	H1BS	4.0	B+	13.2	
PROG SOFTWARE LIBR	I&C SCI	32	4.0	B-	10.8	
CALCULUS	MATH	2B	4.0	D+	5.2	
Term Totals	ATTM:	16.0	PSSD:	16.0	GPTS:	40.0
					GPA:	2.500
					BAL:	8.0
Cumulative Totals	ATTM:	32.0	PSSD:	32.0	GPTS:	93.2
					GPA:	2.913
					BAL:	29.2

2015 Spring Quarter

HUMANITIES CORE LEC	HUMAN	1C	4.0	C+	9.2	
HUM CORE WRT HONORS	HUMAN	H1CS	4.0	B-	10.8	
BOOLEAN ALG & LOGIC	I&C SCI	6B	4.0	D-	2.8	
INTERMEDIATE PRGRMG	I&C SCI	33	4.0	C-	0.0	RD
INTRO SOFTWARE ENGR	IN4MATX	43	4.0	B-	10.8	

Term Totals	ATTM: 16.0	PSSD: 20.0	GPTS: 33.6	GPA: 2.100	BAL: 1.6
Cumulative Totals	ATTM: 48.0	PSSD: 52.0	GPTS: 126.8	GPA: 2.642	BAL: 30.8

2015 Fall Quarter

IDIOM/PRACTICE SCI	BIO SCI	H90	4.0	C	8.0	
DISCRET MATH FOR CS	I&C SCI	6D	4.0	F	0.0	<u>RF</u>
INTERMEDIATE PRGRMG	I&C SCI	33	4.0	B-	10.8	<u>G1</u>
INTRO COMPUTER ORG	I&C SCI	51	6.0	C	12.0	

Term Totals	ATTM: 14.0	PSSD: 10.0	GPTS: 30.8	GPA: 2.200	BAL: 2.8
Cumulative Totals	ATTM: 62.0	PSSD: 62.0	GPTS: 157.6	GPA: 2.542	BAL: 33.6

2016 Winter Quarter

COMP LINEAR ALGEBRA	I&C SCI	6N	4.0	B-	10.8
PROGRAM IN C/C++	I&C SCI	45C	4.0	B	12.0
PRINCP IN SYS DESGN	I&C SCI	53	4.0	B+	13.2
SYSTEM DESIGN : AB	I&C SCI	53L	2.0	B+	6.6

Term Totals	ATTM: 14.0	PSSD: 14.0	GPTS: 42.6	GPA: 3.043	BAL: 14.6
Cumulative Totals	ATTM: 76.0	PSSD: 76.0	GPTS: 200.2	GPA: 2.634	BAL: 48.2

2016 Spring Quarter

DATA STRC IMPL&ANLS	I&C SCI	46	4.0	C-	0.0	<u>RD</u>
GLOBAL CULTURES&SOC	ANTHRO	41A	4.0	C+	9.2	
INTRO AMERICAN GOVT	POL SCI	21A	4.0	A	16.0	

Term Totals	ATTM: 8.0	PSSD: 12.0	GPTS: 25.2	GPA: 3.150	BAL: 9.2
Cumulative Totals	ATTM: 84.0	PSSD: 88.0	GPTS: 225.4	GPA: 2.683	BAL: 57.4

2016 Fall Quarter

INTRO ARTIFCL INTEL	COMPSCI	171	4.0	B	12.0	
DISCRET MATH FOR CS	I&C SCI	6D	4.0	C	8.0	<u>G0</u>
DATA STRC IMPL&ANLS	I&C SCI	46	4.0	D	0.0	<u>RR</u>
CMP GAMES & SOCIETY	I&C SCI	60	4.0	B+	13.2	
INTRO PROB&STAT/CS	STATS	67	4.0	B+	13.2	

Term Totals	ATTM: 16.0	PSSD: 16.0	GPTS: 46.4	GPA: 2.900	BAL: 14.4
Cumulative Totals	ATTM: 100.0	PSSD: 104.0	GPTS: 271.8	GPA: 2.718	BAL: 71.8

2017 Winter Quarter

EVOLUTION PSYCHOLOG	BIO SCI	11	4.0	A-	14.8	
19C US:CRISIS&EXPAN	HISTORY	40B	4.0	A-	14.8	
INTRO TO DATA MGMT	COMPSCI	122A	4.0	B	12.0	
DATA STRC IMPL&ANLS	I&C SCI	46	4.0	B-	10.8	<u>G1</u>
CRITICAL WRITING	I&C SCI	139W	4.0	A-	14.8	

Term Totals	ATTM: 20.0	PSSD: 16.0	GPTS: 67.2	GPA: 3.360	BAL: 27.2
Cumulative Totals	ATTM: 120.0	PSSD: 120.0	GPTS: 339.0	GPA: 2.825	BAL: 99.0

2017 Spring Quarter

BRAIN DYSFUNCTION	BIO SCI	37	4.0	B-	10.8
INFRMTION RETRIEVAL	COMPSCI	121	4.0	B+	13.2
COMPUTER NETWORKS	COMPSCI	132	4.0	B	12.0
PRNCPLS OPERING SYS	COMPSCI	143A	4.0	B-	10.8
MULTITASK OPER SYS	COMPSCI	146	4.0	A	16.0

Term Totals	ATTM: 20.0	PSSD: 20.0	GPTS: 62.8	GPA: 3.140	BAL: 22.8
Cumulative Totals	ATTM: 140.0	PSSD: 140.0	GPTS: 401.8	GPA: 2.870	BAL: 121.8

2017 Fall Quarter

CMPTR GAME DEVLPMNT	COMPSCI	113	4.0	B+	13.2
PROJ IN OPERTNG SYS	COMPSCI	143B	4.0	B-	10.8
DES&ANALYS OF ALGOR	COMPSCI	161	4.0	C+	9.2
APP OF PROB IN CS	COMPSCI	177	4.0	C	8.0
MACHINE/DATA MINING	COMPSCI	178	4.0	B+	13.2

Term Totals	ATTM: 20.0	PSSD: 20.0	GPTS: 54.4	GPA: 2.720	BAL: 14.4
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Cumulative Totals	ATTM: 160.0	PSSD: 160.0	GPTS: 456.2	GPA: 2.851	BAL: 136.2
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2018 Winter Quarter

PROJECT IN AI	COMPSCI	175	4.0	B	12.0
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Term Totals	ATTM: 4.0	PSSD: 4.0	GPTS: 12.0	GPA: 3.000	BAL: 4.0
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Cumulative Totals	ATTM: 164.0	PSSD: 164.0	GPTS: 468.2	GPA: 2.855	BAL: 140.2
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INCOMPLETE GRADES: 0 UNITS: 0.0

NR GRADES: 0 UNITS: 0.0

P/NP GRADES: 1 UNITS: 1.0

S/U GRADES: 0 UNITS: 0.0

W GRADES: 0 UNITS: 0.0

GRADE UNITS ATTEMPTED	164.0	GRADE POINTS	468.2	UC GPA	2.855	BALANCE	140.2
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TOTAL UNITS PASSED	164.0	UNITS COMPLETED	195.0
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O-1A PETITION BY WING AI TECHNOLOGIES INC. ON BEHALF OF KARAN KANWAR

Petitioner: WING AI TECHNOLOGIES, INC.

Beneficiary: KARAN RAKESH KANWAR

- Beneficiary's Resume

KARAN KANWAR

6415 Schmidt Ln, Apt B311, El Cerrito, CA 94530 • +1 949 529 6102 • karanglorbi@gmail.com

EDUCATION

UNIVERSITY OF CALIFORNIA, IRVINE

B.Sc in Computer Science, Concentration: Artificial Intelligence
Campuswide Honors

Irvine, CA
Sep 2014 – Mar 2018

WORK EXPERIENCE

WING AI TECHNOLOGIES, INC.

Chief Executive Officer

Berkeley, CA
Apr 2021 – Present

Wing AI is a privately held, seed-backed artificial intelligence company that builds intelligent assistants

- Raised over \$7.4 million dollars in debt & equity capital from financial institutions & venture capitalists
- Grew Wing from less than \$700,000 in annualized revenue, to over \$19 million in annualized revenue
- Designed & developed internal tools/processes that led to our ability to 10x our client placement throughput
- Ideated & oversaw implementation of new, novel features to make it easier for clients to manage their talent
- Handled all facets of investor relations, by generating forecasts, monitoring key performance indicators, maintaining communication, assembling decks for board meetings, and writing monthly investor updates
- Worked with sales & marketing, vendor operations, and customer success & support teams to ensure are always on track, and worked to help them find opportunities for automation & process improvement
- Worked with our sales team to acquire larger reputable clients like RingCentral, MIT, Notion, Wolters Kluwer
- Led our awards efforts, leading to Wing AI being named one of the "Best Startup Employers in the United States" by Forbes Magazine, as well as one of the "Top 5 Fastest Growing Companies Worldwide" by Clutch.co, and the "#1 Fastest Growing Company Worldwide, in the HR & Talent Space" by Clutch.co
- Led internal data analysis technologies, leading to a dramatic ~63% drop in customer acquisition costs
- Designed, built and tested new novel artificial intelligence features to improve productivity for our clients
- Oversaw product & technology development, designed prototypes, and worked directly with engineers, leading the charge on improvement of user experiences on web, mobile and other key platforms

WING AI TECHNOLOGIES, INC.

Engineering Lead

Irvine, CA / Berkeley, CA
Aug 2019 – Apr 2021

Wing AI is a privately held, seed-backed artificial intelligence company that builds intelligent assistants

- Designed product, engineering & strategic objectives, & lead teams to execute on those objectives
- Designed & implemented processes & technologies to support operational aspects of the business
- Designed & authored IP for 2 proprietary ML systems, focusing on task classification & execution
- Hired, managed, trained, and worked with teams of web engineers, AI engineers, data scientists, product managers, and project managers to achieve strategic engineering objectives
- Designed and built AI engine using Python (NLTK, Scikit, Tensorflow, Keras), C++ and PHP, mobile interfaces in Angular.js, and web tools using Firebase, PHP, Bootstrap & proprietary JavaScript libraries
- Led Wing through SkyDeck's highly competitive cohort accelerator program, raising now, a total of \$145,000

TECHNOSSUS LLC

Consultant, Artificial Intelligence

Irvine, CA
May 2019 – Aug 2019

Technossus is a private multinational technology consulting firm located in Irvine, CA

- Designed, implemented, and optimized both mathematically & empirically, machine learning models that best fit client needs, and deployed these to cloud environments on Amazon Web Services (AWS), examples include the NLP analysis of millions of pages of written record, time series analysis, novel OCR algorithm, using lean cloud infrastructure that saved clients of the firm over \$10,000 per year on infrastructure costs
- Created several artifacts regarding the implementation of AI systems: platform and model selection, model training, as well as pre-sales content, executive education, best practices, and learning guides for employees
- Project in collaboration with Zero Abuse Project featured at United Nations "AI for Good" summit in Geneva, and was the subject of my speech at a global Microsoft Summit on Artificial Intelligence, on AI & society

SELF-EMPLOYED

Computer Science Instructor

Irvine, CA
Sep 2018 – Dec 2018

- Prepared lessons for and instructed several students from high school through to the PhD level in areas such as: general computer science principles, programming languages, databases, and artificial intelligence.

WING AI TECHNOLOGIES, INC.**CEO & CTO****Irvine, CA**

Jun 2018 – May 2019

Wing AI is a privately held, seed-backed artificial intelligence company that builds intelligent assistants

- Set up Wing AI Technologies, Inc. to create a business building an unprecedented personal concierge service, using research I was doing while in college at UC Irvine, bootstrapped by AI consulting work we were doing.
- Raised \$30,000 from an angel investor & \$14,500 from business & technology competitions at UC Irvine, leading to Wing AI being selected to join UC Irvine's Wayfinder incubator program.
- Hired, trained & managed a team to extend our iOS & Android mobile applications, build our suite of internal web tools for the purpose of monitoring customer operations, and design interfaces for new user experiences.
- Divested from the company in May 2019 to work with Technossus LLC on the Zero Abuse Project.

LOGFLOWS CO. LTD.**Artificial Intelligence & Cloud Consultant****Hong Kong**

Jun 2017 – Sep 2017

LOGFLOWS is a venture-backed intelligent cloud services provider for the trucking industry in the APAC region

- Designed & built an intelligent package routing system that routes 50M+ packages monthly for logistics companies in Hong Kong, China & SE Asia, saving drivers ~9 hrs/week & saving clients ~\$10k/yr/driver
- Built one-stop-shop shipping solution "Uber for Shipping" service with intelligent pricing and automatic package routing, helping the company make it to Hong Kong's top startup accelerator program
- Architected & developed REST API endpoints using PHP, and mobile app interfaces in Angular.js

BARNES & NOBLE COLLEGE**Software Engineer****Irvine, CA**

Mar 2016 – Jun 2017

Barnes & Noble College is the leading operator of college bookstores in the United States

- Migrated critical SQL infrastructure & wrote restore toolkits to work with AWS S3 using bash & Python
- Extended and maintained large scale legacy J2EE systems for order, customer, and vendor management
- Wrote visual SQL analytics report generation tool and scheduled several reports for senior management

COUNTERACT PROJECT**Artificial Intelligence Lead****Hong Kong / Irvine, CA**

Aug 2015 – Jan 2016

Counteract was a research project funded by the UN that aimed to locate instances of radicalization online

- Worked on a research project & received a grant from the UN's Counter-Terrorism Executive Directorate
- Built AI system that parsed through millions of social media posts and data in the public record to find & report to relevant authorities, instances of premeditated violence and ideological radicalization

MORGAN STANLEY**Core Strategist, Institutional Equities Division****Hong Kong**

Jun 2015 – Sep 2015

Morgan Stanley is a publicly traded multinational financial services firm

- Rapidly designed, built, and extensively tested intelligent risk mitigation tools & web services that navigated complex compliance guidelines to manage daily risk flow mitigation for MS IED's global toolkit with strategy and requirements guidance from managing directors of APAC IED trading/compliance teams, saving desks over 400 hours annually, and helping tens of billions in trade volume flow with decreased risk

GOLDMAN SACHS**Summer Analyst, Human Capital Management****Hong Kong**

Jun 2014 – Aug 2014

Goldman Sachs is a publicly traded multinational financial services firm

- Extended internal legacy tools for applicant tracking and management
- Worked with Managing Director of HCM on selecting technology hires for GS' APAC teams

GLORBI TECHNOLOGIES**Chief Executive Officer & Co-Founder****Hong Kong**

Feb 2011 – Jun 2014

The Hong Kong Polytechnic University is a top global university, and M-Lab was a gaming research lab

- Small web applications company that I started when I was 15. We built & monetized over 50 web apps for an audience of thousands, ranging from silly applications like meme generators to corporate intranet & automation systems. Sold the company to a private investor in 2014, and used the proceeds to pay for college.

HONG KONG POLYTECHNIC UNIVERSITY, M-LAB**Software Engineering Intern****Hong Kong**

Jun 2011 – Sep 2011

The Hong Kong Polytechnic University is a top global university, and M-Lab was a gaming research lab

- Worked with researchers & engineers to build FPS game prototypes in OpenGL/C++.

MEMBERSHIPS

FORBES TECHNOLOGY COUNCIL

Council Member

Berkeley, CA

Jun 2020 – Present

Forbes is a global media company, their Technology Council is a community for senior technology executives

- Selected to be a part of the global invite-only Forbes Technology Council, allowing me to provide insights and thought leadership on topics pertaining to technology and artificial intelligence to the broader community

UC IRVINE APPLIED INNOVATION

Innovation Advisor/Expert-In-Residence

Berkeley, CA

Jun 2020 – Present

SkyDeck is a highly competitive, top global accelerator that backs innovative technology startups

- Selected to be an Innovation Advisor/Expert-In-Residence to the startups in UCI's Wayfinder program
- Advised several startups on implementation & cost benefit analysis of implementing artificial intelligence and machine learning systems in their businesses, ranging from cancer-fighting therapeutics to social apps

SKYDECK COHORT PROGRAM

Cohort Founder

Berkeley, CA

Mar 2020 – Sep 2020

SkyDeck is a highly competitive, top global accelerator that backs innovative technology startups

- Selected to participate as a Cohort Founder in one of the most competitive accelerator programs in the world

ARTIFICIAL INTELLIGENCE AT UCI

Mentor

Irvine, CA

Sep 2017 – Mar 2018

Artificial Intelligence at UCI is a student-run organization that trained students to build AI

- Developed lesson plans & taught hundreds of students, freshmen through PhD, lessons in the basics of machine learning & artificial intelligence

INFORMATION & COMPUTER SCIENCE STUDENT COUNCIL AT UCI

Projects Director

Irvine, CA

May 2016 – June 2017

Information & Computer Science Student Council at UCI ran programs for students to get into Computer Science

- Developed lesson plans & taught hundreds of students bleeding edge web development

INFORMATION & COMPUTER SCIENCE STUDENT COUNCIL AT UCI

Corporate Relations Director

Irvine, CA

May 2015 – June 2016

Information & Computer Science Student Council at UCI ran programs for students to get into Computer Science

- Worked with large corporations like Google, Facebook, Salesforce & Northrop Grumman to raise over \$50,000 to create opportunities for students and run student programs.

SKILLS

Technical: Python (NLTK, Tensorflow, Scikit, Keras), HTML/CSS, JavaScript (Angular, jQuery, Ionic, React), NodeJS, PHP, Perl, Bash, C/C++/C#, ASP, Java, Assembly, Visual Basic, SQL, Q+, KDB, MongoDB, Sybase

Tools & Services: Azure, AWS, Google Cloud, Cloudflare, Apache, Django, Docker, Laravel, Git, Perforce, JIRA

Business: Financial modeling, predictive analysis, management, decision making, marketing, sales strategy

Languages: English (Fluent), Hindi (Fluent), Sindhi (Intermediate), Mandarin (Intermediate), Italian (Beginner)

Other Skills: UI/UX Design (Photoshop, Illustrator), CRM, Advanced Statistics, MS Office, Contracts

O-1A PETITION BY WING AI ON BEHALF OF KARAN KANWAR

Petitioner: WING AI TECHNOLOGIES, INC.

Beneficiary: KARAN RAKESH KANWAR

Exhibit 3: Information About the Field of Endeavor and Employment

- Information about the field of Technology Entrepreneurship
- Beneficiary's Contract with Wing AI Technologies Inc.
- Petitioner's Incorporation Documents
- Petitioner's Identification Number (EIN)
- About Petitioner – Wing AI Technologies Inc.
 - Tax Return
 - 1099K (2020, 2021, and 2022)
 - Pitch Deck
 - Wing AI SAFE Agreement Signed by Surface Ventures – Valuation Cap of \$21M

O-1A PETITION BY WING AI TECHNOLOGIES INC. ON BEHALF OF KARAN KANWAR

Petitioner: WING AI TECHNOLOGIES, INC.

Beneficiary: KARAN RAKESH KANWAR

- Information about the field of Technology Entrepreneurship

OUTLOOK

2023 Business Leaders Outlook: Tech

January 19, 2023

Our inaugural survey shows tech leaders expect a recession in 2023. But they're more optimistic than U.S. business leaders overall.

About the survey

Economic outlook and expectations

Election effects

Business challenges

Social responsibility

Business transitions and growth plans

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Midsized tech industry leaders are more optimistic about the year ahead than U.S. executives overall, according to our [2023 Business Leaders Outlook survey](#).

Most tech leaders are positive about the global (57%), national (58%) and local (63%) economies—all at significantly higher rates than midsized U.S. business leaders in general. More than three-fourths (77%) are also optimistic about their industry's performance in 2023, with 85% optimistic about their own company's performance. And the majority of tech leaders surveyed expect increases in their revenue/sales (84%) and profits (73%).

But leaders anticipate challenges ahead—55% expect a recession in 2023. Most respondents still are dealing with inflation (76%), and nearly half said their supply chain issues have gotten worse over the past 12 months. To mitigate these pressures, tech leaders are mainly focused on raising prices (51%) and automating more processes (43%).

These challenges, however, may not hinder growth; 84% of leaders plan to add or keep employees this year. And roughly half are competing in the tight labor market by giving employees flexibility on where they work (52%) and when they work (48%).

About the survey

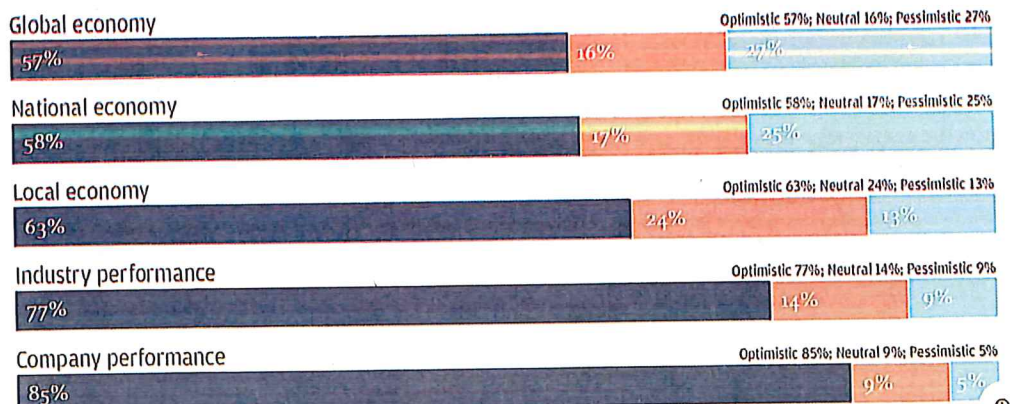
Started in 2011, the annual and midyear Business Leaders Outlook survey series provides snapshots of the challenges and opportunities facing executives of midsized companies in the United States.

This year, 265 midsized tech industry respondents completed the online survey between Nov. 29 and Dec. 13, 2022. Results are within statistical parameters for validity; the error rate is plus or minus 6.0% at the 95% confidence interval.


Economic outlook and expectations

Over half of U.S. tech business leaders are optimistic about the global, national and local economies. And that optimism carries over to how they feel about their own companies.

Economic outlook for 2023*



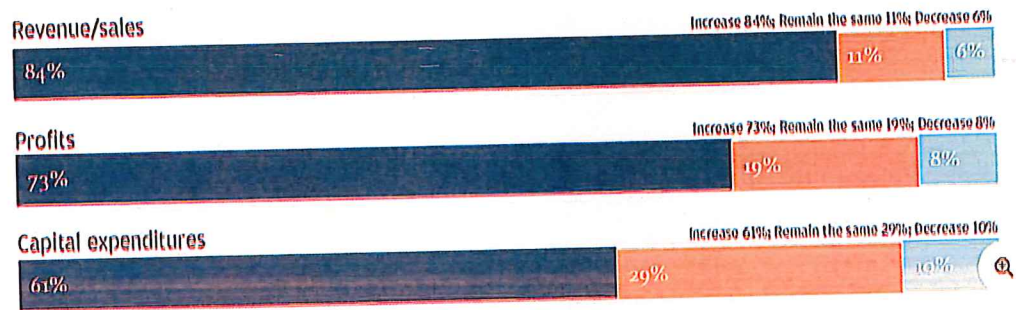
*Among respondents who indicated they work in the tech industry.

 [VIEW TEXT VERSION](#)

Bullish on their own businesses

The vast majority of tech businesses (95%) expect their revenues to grow or hold steady. A slightly smaller percentage (90%) expect their capital expenditures to increase or remain the same.

Business expectations

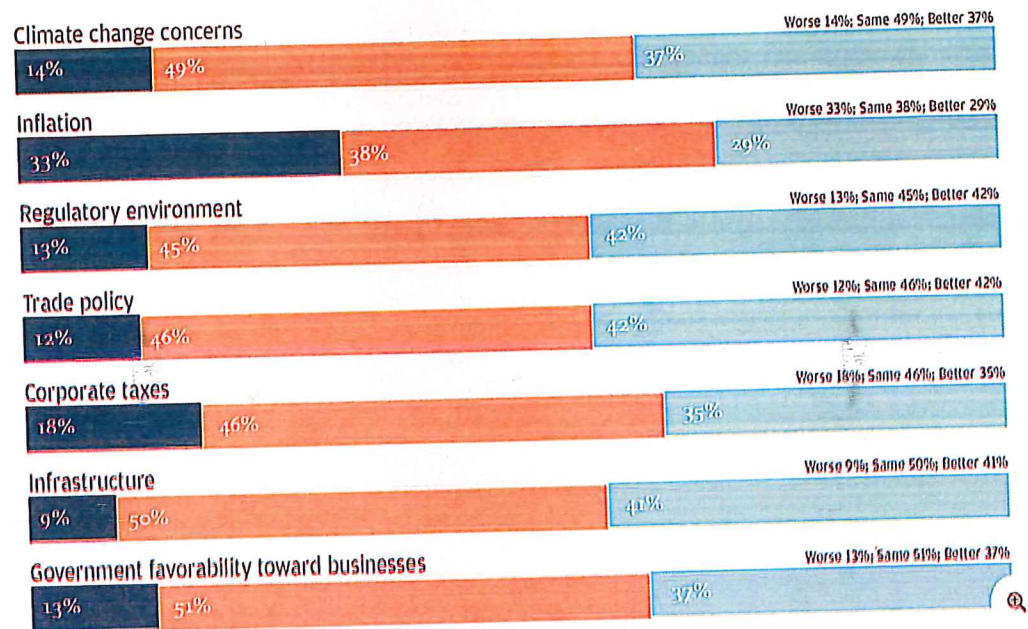


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Election effects

Tech leaders generally don't expect many changes due to recent elections.

Sentiment following the 2022 elections*



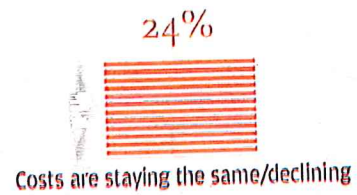
*Among respondents who indicated they work in the tech industry.

[VIEW TEXT VERSION](#)

Business challenges

U.S. tech leaders face a number of challenges today, including persistent inflation, snarled supply chains, declining valuations and a competitive labor market.

How are your costs of business changing*



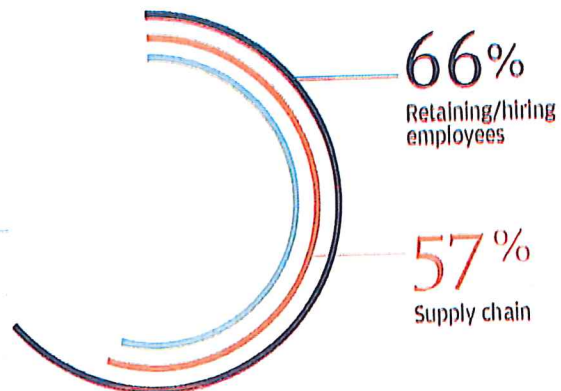
*Among respondents who indicated they work in the tech industry.

[VIEW TEXT VERSION](#)

What's driving up the cost of doing business*

56%

Energy costs



*Among respondents who indicated they are experiencing inflation.

[VIEW TEXT VERSION](#)

Top ways companies are adapting to inflation*

51%
Raising
prices

43%
Automating
processes

40%
Changing
pricing model

38%
Prioritizing most
profitable products

38%
Watching change in
relative prices

*Among respondents who indicated they are experiencing inflation.

 [VIEW TEXT VERSION](#)

Top responses to the labor shortage*

Invest in automation 60%

Increase wages and/or benefits 60%

Provide flexible work location 52%

Offer upskilling/training 49%

Offer flexible hours 48%

*Among respondents who indicated they are planning to increase staff or maintain their current headcount.

 [VIEW TEXT VERSION](#)

Top external business threat*

22%

Cybersecurity
and fraud

15%

General market
volatility

15%

Competition

15%

Access to
capital

12%

Energy prices

7%

Local currency
value volatility

*Among respondents who indicated they work in the tech industry.

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Social responsibility

Top areas of focus within corporate responsibility*

46%

Governance

56%

Diversity, equity
and inclusion

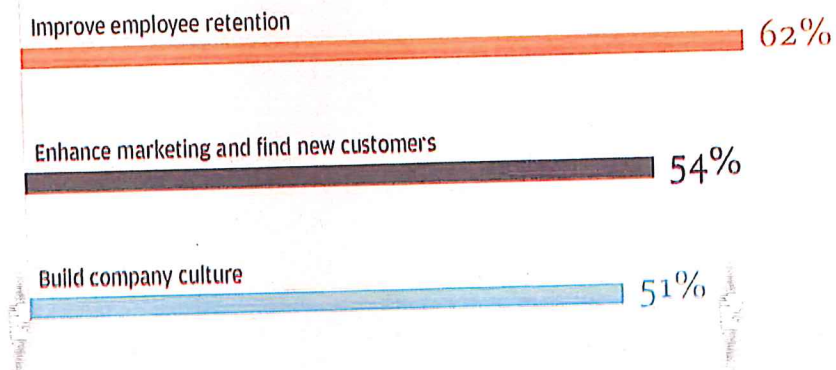
60%

Social

*Among respondents who indicated they work in the tech industry.

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Top objectives motivating corporate responsibility*

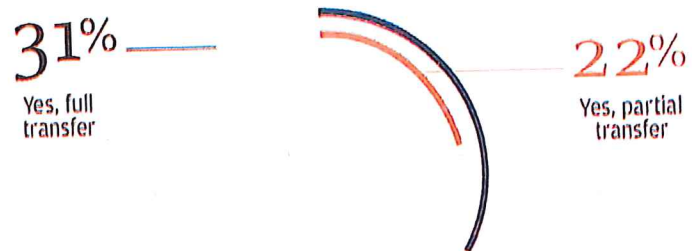


*Among respondents who indicated they plan to focus on an area of corporate responsibility in 2023.

[VIEW TEXT VERSION](#)

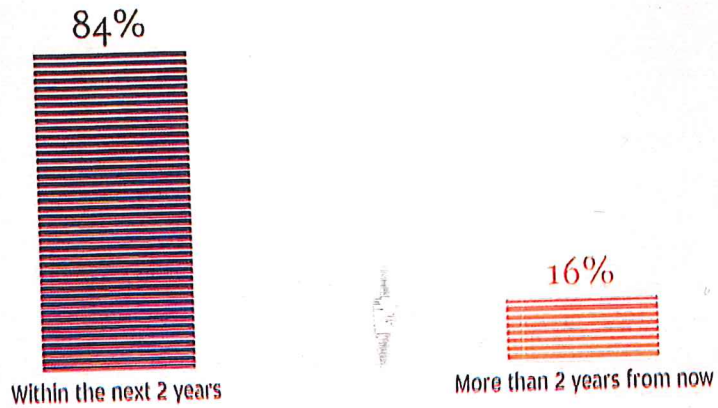
Business transitions and growth plans

Plans for business transfer



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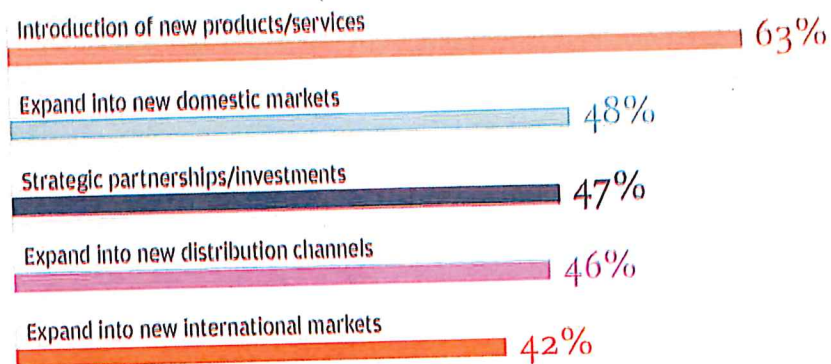
Timeline to transfer business*



*Among respondents who indicated they have a full or partial business transfer plan in place.

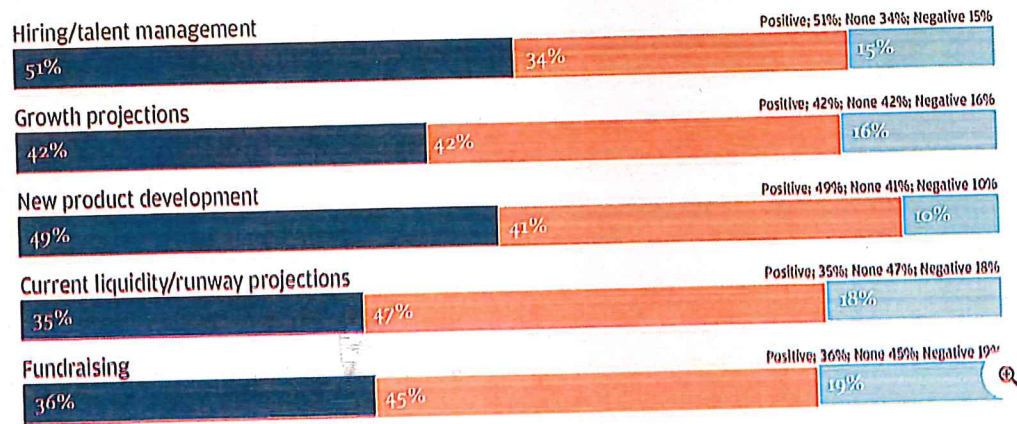
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Growth strategies for the next 12 months



[VIEW TEXT VERSION](#)

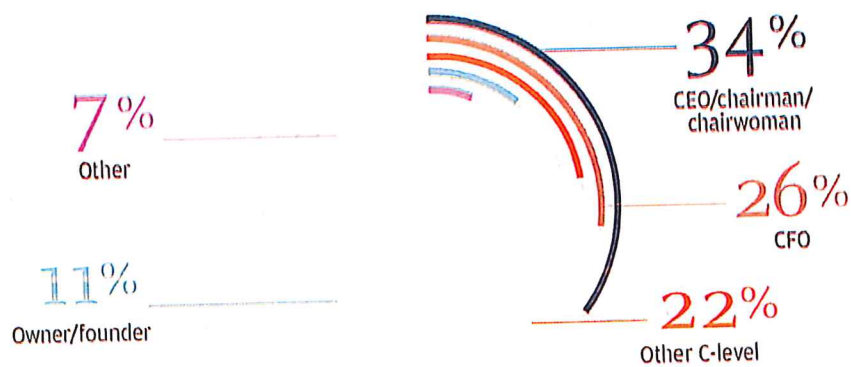
Impact of declining tech valuations



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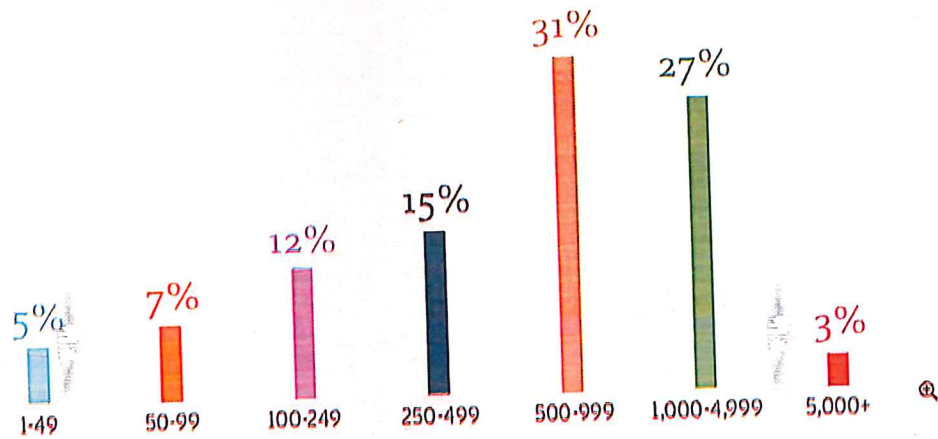
Survey demographics

Who took the survey



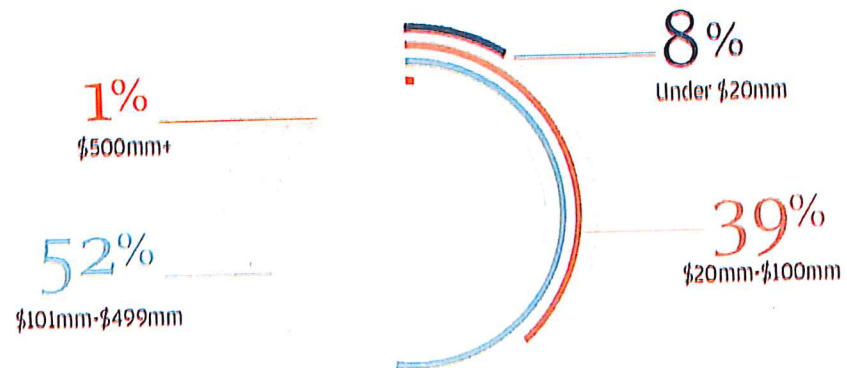
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Company size by number of employees



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Company size by annual revenue

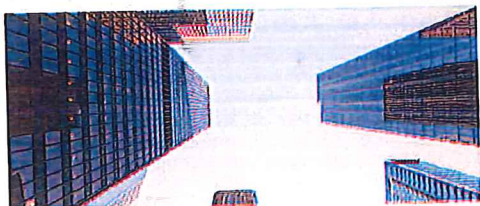


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Note: Some numbers may not equal 100% due to rounding.

[Read the full U.S. Business Leaders Outlook report.](#)

Related insights



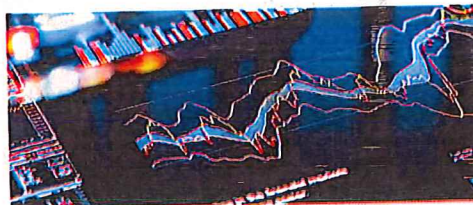
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Aug 11, 2023

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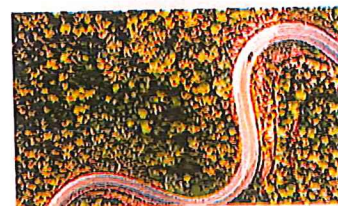
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Aug 10, 2023

Given stronger than expected economic momentum so far in 2023, a recession off the table this year.

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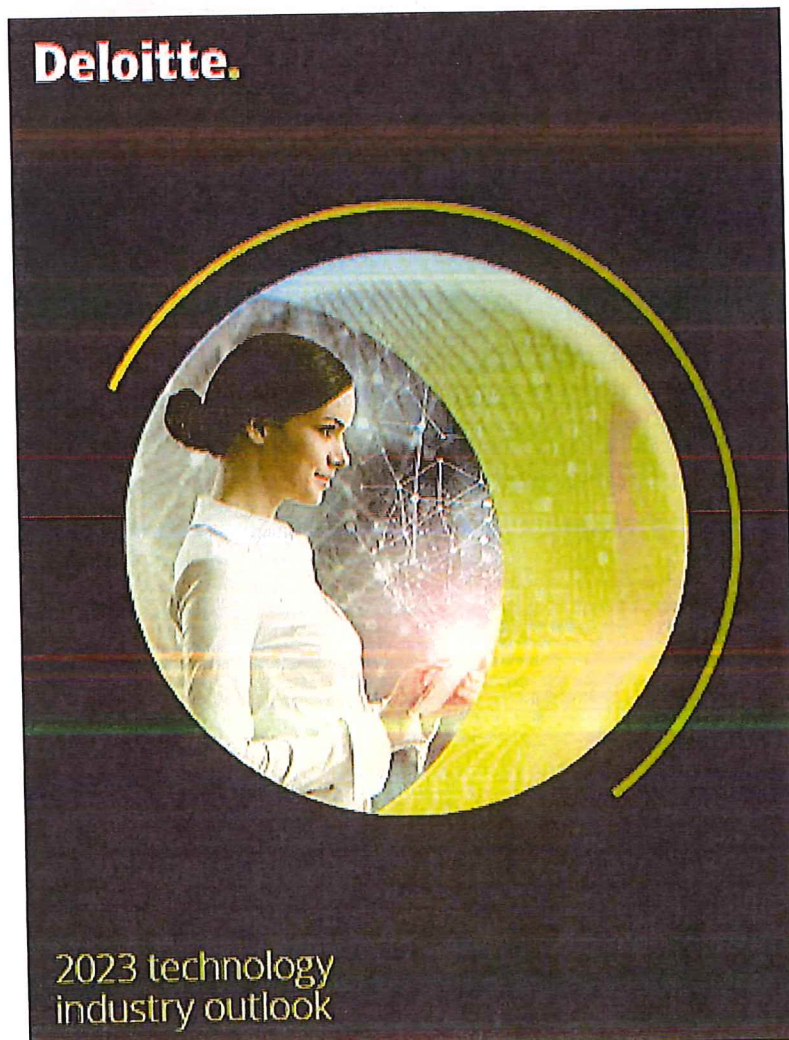
<https://deloitte.wsj.com/articles/2023-technology-industry-outlook-01675712883>

INDUSTRY OUTLOOK

2023 Technology Industry Outlook

Economic headwinds seem to be gathering, but there are many strategies that may spur innovation and growth in the technology industry in 2023 and beyond

The technology industry has not just weathered the pandemic-driven disruptions of the past few years—it has flourished. The crisis thrust many tech companies into the future, spurring them to accelerate digital transformation, improve supply chains, pursue as-a-service offerings, and strengthen their talent pools. Despite the progress, in 2023, the tech industry will likely continue to grapple with issues around supply chains, workforce, and innovation now exacerbated by considerable macroeconomic and global uncertainties.



[Click for the 2023 Technology Industry Outlook](#)

While tech stocks outperformed during the pandemic pressures of 2020 and 2021, the sector led considerable stock market declines in 2022. A major challenge now for tech companies is how to weather a potential economic slowdown by trimming costs, increasing efficiency, and growing revenues. At the same time, many are likely to look for ways to remain innovative and build a strong competitive position for the future.

Some of the specific themes we see playing a critical role in 2023 and beyond include:

Leading through macroeconomic uncertainty. Beleaguered by softening consumer spending, lower product demand, and falling market capitalizations, many tech companies' C-suites are feeling the urgency to increase margins and grow revenues. Beyond workforce adjustments, approaches may include making business processes more efficient, relying more heavily on intelligent automation, modernizing legacy architectures, and considering strategic mergers and acquisitions.

Navigating global uncertainties. As technology companies confront heightened global challenges, they should work to mitigate risks and build more resilient systems. Leaders should think strategically about their choices of partners, where they're located, and where and how production takes place.

Transforming other industries through technology. On a hunt for new revenue opportunities, the tech sector is extending its reach into health care, using digital advancements to support innovation and transformation. Companies are also seeking to apply technologies such as 5G, AI, and edge computing to transform other industries, including real estate, manufacturing, and retail.

Adapting to new regulations. Climate change and social impacts are having an increasing effect on the operations of tech companies. At the same time, governments and shareholders around the world are pushing companies to increase transparency around environmental footprints and tax payments. New and proposed regulations are expected to require updates to business management software tools, enabling companies to achieve real-time visibility and to grant authorities access to data they will need for increasingly complex compliance processes.

—by Paul Silverglate, partner, Deloitte & Touche LLP, and vice chair and U.S. Technology Sector leader

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WHAT TO READ NEXT...



Blackstone CTO: 'What Can Technology Do Better for You?'



In Your Feed: Leveraging Social Media to Drive Strategy



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Information Technology Sector

The digitization of life and business can continue to create opportunities.

Adam Benjamin | Sector Portfolio Manager



Key Takeaways

While the past year was undoubtedly challenging for tech, I still see plenty of powerful trends to drive potential value for investors.

Cloud computing, artificial intelligence, and the growth of the 5G wireless network may have created long-term opportunities in the sector.

After the so-called "tech wreck" of 2022, some of your clients may be wondering if the information technology sector's best days are now behind it.

But look beyond the challenging headlines that some companies have faced of late, and one can find powerful long-term themes creating potential value for investors—like the shift to hybrid work and continued adoption of cloud computing. And after recent price drops, some opportunities may even be found to invest in these themes at attractive valuations.

A challenging past year

companies that make and sell technology software and services. It does not, however, include companies that are popularly thought of as tech companies but that primarily earn revenue from digital advertising.



Past performance is no guarantee of future results. Technology sector performance is represented by the S&P Technology Select Sector index. Data as of Dec. 9, 2022. Source: S&P Dow Jones Indices, a division of S&P Global.

Those notable exclusions may help to explain why the sector's performance in the past year—though still lagging the S&P 500®—wasn't worse at the aggregate level.

The sector did, however, suffer from the same challenges as the broad market, including investor anxiety related to high inflation and rising interest rates. And with consumers and businesses increasingly worrying about growing recession risk, some buyers reduced spending on technology.

Opportunities in cloud computing, 5G, and semiconductors

But the macroeconomic and geopolitical anxieties of the past few years may have merely distracted investors from powerful long-term trends that could continue to create opportunities for information technology companies.

embarking on multiyear digital transformation projects, and this may only accelerate as companies adapt to hybrid work environments. Companies that provide the technology to aid in these transitions could be potential beneficiaries of this trend.

In particular, increasing adoption of cloud computing continues to be a disruptive influence, as enterprises shed their in-house hardware-based architecture in favor of cloud-based systems. Roughly 60% of corporate workloads have already moved to the cloud, and that figure is projected to rise to roughly 70% by 2025.¹ One of the key advantages of cloud computing is the ability to tap into artificial intelligence and machine learning (AI/ML). Our modern digital economy throws off vast quantities of data every day, and AI/ML can help businesses to organize and make sense of that data—a need that could only grow in the years ahead.

In telecommunications, the move to 5G wireless networks is well underway. As more bandwidth becomes available, industries—including health care, media, manufacturing, housing, energy, agriculture, and transportation—may find ways to make use of it. That increased bandwidth could help support the move in many industries toward more autonomous systems (such as, eventually, self-driving rideshares). The large cloud platforms in the United States are also working on designing architectures so that they can essentially serve as an extension of mobile networks, effectively merging these networks with their clouds.

Semiconductors are key to bringing all of these technologies to life, and demand for semiconductors could remain high in 2023. The pandemic disrupted supplies of chips for many industries, particularly in automotive production. In response to those disruptions, new chip factories are being built and planned in multiple regions to create more certainty of domestic supplies in the years ahead.

Looking ahead with cautious optimism

After a vexing year, 2023 may be a more interesting and hopeful one for the technology sector. While a recession, should one occur, could slow the pace of the long-term changes that are pushing the sector forward, best-in-class companies benefiting from these themes could nonetheless present long-term opportunities as well as attractive valuations.

More 2023 Equity Sector Outlooks



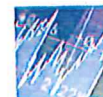
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1. Source: IDC.

The technology industries can be significantly affected by obsolescence of existing technology, short product cycles, falling prices and profits, competition from new market entrants, and general economic condition.

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O-1A PETITION BY WING AI TECHNOLOGIES INC. ON BEHALF OF KARAN KANWAR

Petitioner: WING AI TECHNOLOGIES, INC.

Beneficiary: KARAN RAKESH KANWAR

- Beneficiary's Contract with Wing AI Technologies Inc.



Wing AI Technologies, Inc.

November 10, 2023

My name is Martin Gomez, and I am Co-founder at Wing AI Technologies, Inc. I can confirm that Karan Kanwar has been offered the position of **Chief Executive Officer (CEO) at Wing AI Technologies Inc. from November 20, 2023, until November 19, 2026.** Mr. Kanwar will perform his duties at the office at 283 Berkeley Ave, Irvine, CA 92612.

In this role, Mr. Kanwar will be responsible for:

- Driving the company's mission as a technology disrupter in the realm of artificial intelligence;
- Developing the company's vision and providing inspiring leadership company-wide;
- Making high-level decisions about policy and strategy;
- Reporting to the board of directors and keeping them informed;
- Developing and implementing operational policies and a strategic plan;
- Acting as the primary spokesperson for the company;
- Developing the company's culture and values;
- Overseeing the recruiting of new staff members;
- Overseeing the company's fiscal activity, including budgeting, financial reporting & tax;
- Directly leading and overseeing the company's fundraising rounds;
- Assuring all legal and regulatory documents are filed and monitor compliance with laws and regulations;
- Building alliances and partnerships with other organizations;
- Overseeing the day-to-day operations of the company.

We are thrilled about Mr. Kanwar's work with our company. For his services, he will receive an annual salary of \$90,000.00 plus 30% of equity in the company. The company is currently valued at \$21 million USD.

We understand the temporary nature of Mr. Kanwar's employment and have informed him of this condition.

DocuSigned by:

799685999AF84CC...

Martin Gomez

Co-Founder at Wing AI
martin@getwingapp.com

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Status: Completed

Subject: Complete with DocuSign: Kanwar - nov 2023 .docx.pdf

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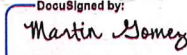
Signer Events

Martin Gomez

martin@getwingapp.com

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Certified Delivery Events	Status	Timestamp
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Petitioner: WING AI TECHNOLOGIES, INC.

Beneficiary: KARAN RAKESH KANWAR

- Petitioner's Incorporation Documents

4658923

Delaware

The First State

Page 1

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "WING AI TECHNOLOGIES, INC." IS DULY INCORPORATED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL CORPORATE EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE NINETEENTH DAY OF OCTOBER, A.D. 2020.

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL REPORTS HAVE BEEN FILED TO DATE.

AND I DO HEREBY FURTHER CERTIFY THAT THE SAID "WING AI TECHNOLOGIES, INC." WAS INCORPORATED ON THE TWENTY-THIRD DAY OF JANUARY, A.D. 2018.

AND I DO HEREBY FURTHER CERTIFY THAT THE FRANCHISE TAXES HAVE BEEN PAID TO DATE.



6723387 8300

SR# 20207891785

You may verify this certificate online at corp.delaware.gov/authver.shtml

A handwritten signature in black ink, appearing to read "JB", is written over a horizontal line. Below the line, the text "Jeffrey W. Bullock, Secretary of State" is printed in a small font.

Authentication: 203886737

Date: 10-19-20



Secretary of State
Statement and Designation by
Foreign Corporation

S&DC-S/N

4658923

IMPORTANT — Read Instructions before completing this form.

Must be submitted with a current **Certificate of Good Standing** issued by the government agency where the corporation was formed. See Instructions.

Filing Fee — \$100.00 (for a foreign stock corporation) or
\$30.00 (for a foreign nonprofit corporation)

Copy Fees — First page \$1.00; each attachment page \$0.50;
Certification Fee — \$5.00

Note: Corporations may have to pay minimum \$800 tax to the California Franchise Tax Board each year. For more information, go to <https://www.ftb.ca.gov>.

FILED NH
Secretary of State
State of California
OCT 27 2020

IPC This Space For Office Use Only

1. Corporate Name (Go to www.sos.ca.gov/business/be/name-availability for general corporate name requirements and restrictions.)

2. Jurisdiction (State, foreign country or place where this corporation is formed - must match the Certificate of Good Standing provided.)

WING AI TECHNOLOGIES, INC.

DELAWARE

3. Business Addresses (Enter the complete business addresses. Items 3a and 3b cannot be a P.O. Box or "in care of" an individual or entity.)

a. Initial Street Address of Principal Executive Office - Do not enter a P.O. Box	City (no abbreviations)	State	Zip Code
283 Berkeley	Irvine	CA	92612
b. Street Address of Principal Office in California, if any - Do not enter a P.O. Box	City (no abbreviations)	State	Zip Code
		CA	
c. Mailing Address of Principal Executive Office, if different than Item 3a	City (no abbreviations)	State	Zip Code

4. Service of Process (Must provide either Individual OR Corporation.)

INDIVIDUAL — Complete Items 4a and 4b only. Must include agent's full name and California street address.

a. California Agent's First Name (if agent is not a corporation)	Middle Name	Last Name	Suffix
b. Street Address (if agent is not a corporation) - Do not enter a P.O. Box	City (no abbreviations)	State	Zip Code
		CA	

CORPORATION — Complete Item 4c. Only include the name of the registered agent Corporation.

c. California Registered Corporate Agent's Name (if agent is a corporation) — Do not complete Item 4a or 4b

LEGALINC REGISTERED AGENTS, INC.

5. Read and Sign Below (See Instructions. Office or title not required.)

I am a corporate officer and am authorized to sign on behalf of the foreign corporation.

Saideep Gupta
Signature

Saideep Gupta
Type or Print Name

O-1A PETITION BY WING AI TECHNOLOGIES INC. ON BEHALF OF KARAN KANWAR

Petitioner: WING AI TECHNOLOGIES, INC.

Beneficiary: KARAN RAKESH KANWAR

- Petitioner's Identification Number (EIN)

X

 **IRS** DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

004220.825678.478372.20006 1 MB 0.424 850




WING AI TECHNOLOGIES INC
283 BERKELEY AVE
IRVINE CA 92612

004220

Date of this notice: 02-02-2018

Employer Identification Number:
30-1027583

Form: SS-4

Number of this notice: CP 575 A

For assistance you may call us at:
1-800-829-4933

IF YOU WRITE, ATTACH THE
STUB OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 30-1027583. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

When filing tax documents, payments, and related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear-off stub and return it to us.

Based on the information received from you or your representative, you must file the following form(s) by the date(s) shown.

Form 1120

04/15/2019

If you have questions about the form(s) or the due dates(s) shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, Accounting Periods and Methods.

We assigned you a tax classification based on information obtained from you or your representative. It is not a legal determination of your tax classification and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2004-1, 2004-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, Entity Classification Election. See Form 8832 and its instructions for additional information.

O-1A PETITION BY WING AI TECHNOLOGIES INC. ON BEHALF OF KARAN KANWAR

Petitioner: WING AI TECHNOLOGIES, INC.

Beneficiary: KARAN RAKESH KANWAR

- About Petitioner – Wing AI Technologies Inc.

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FULLY MANAGED

Virtual Assistant for Startups and SMEs

Do things that matter, leave the rest to Wing!

We help hundreds of businesses grow faster by delegating recurring, mission-critical tasks to dedicated virtual assistants.

[Get Started](#)[Pricing](#)

Rated 4.8/5



Wing is the World's Best Virtual Assistant Service

Wing Assistant is a fully managed, truly dedicated virtual assistant who works for you just like a regular team member would do.

For a low monthly fixed price, you're getting a dedicated Virtual Assistant (VA) to work on as much as you'd like. We don't do hourly rates & calculations. Starting at just \$599/mo, you will get a truly unlimited VA.

My VA J has been a game and life-changer for me... J does all the to-do's I never get to and makes work and life more manageable.



Keisha Mabry
KeishaMabry.com



What Wing VAs Do for their Clients

Wing's General Assistants can do any work that doesn't require highly specialized knowledge. Need specialized skills? Check out all of our services [here](#).



Track Expenses and Invoices

Wing Assistant creates or sends statements or invoices, track payments, and record company expenses.



Manage Personal/Team Calendars

Wing assistants can manage complex personal and team calendars, and coordinate times for team meetings.



Perform Web Research and Produce Reports

Your assistant can gather data from different platforms and produce reports and insights as required.



Receive Your Calls

Your assistant can receive your phone calls and attend/route them as required.



Handle Internal Support

Wing helps manage projects, conducts internal communication, and organizes company data.



Handle CRM Tools

Your assistant will store and update records and collect information to be used for marketing operations.



Wing General Virtual Assistant Pricing

Part-Time

\$599/Month

Do you need a custom solution, more assistants, training, or specific expert skills? [Speak to Sales](#)

- ✓ 4 Hours/Day, Mon-Fri
- ✓ Dedicated Assistant
- ✓ Unlimited Work
- ✓ Entirely Managed
- ✓ Customer Success Manager
- ✓ Works Anywhere
- ✓ Call & Text Wing, Mobile/Web Apps & Slack
- ✗ Workflows

Get Started

Full-Time

\$999/Month

Do you need a custom solution, more assistants, training, or specific expert skills? [Speak to Sales](#)

- ✓ 8 Hours/Day, Mon-Fri
- ✓ Dedicated Assistant
- ✓ Unlimited Work
- ✓ Entirely Managed
- ✓ Customer Success Manager
- ✓ Works Anywhere
- ✓ Call & Text Wing, Mobile/Web Apps & Slack
- ✓ Workflows

Get Started

Full-Time 2X

\$1899/Month

Do you need a custom solution, more assistants, training, or specific expert skills? [Speak to Sales](#)

- ✓ 8 Hours/Day, Mon-Fri
- ✓ 2 Dedicated Assistants
- ✓ Unlimited Work
- ✓ Entirely Managed
- ✓ Customer Success Manager
- ✓ Works Anywhere
- ✓ Call & Text Wing, Mobile/Web Apps & Slack
- ✓ Workflows

Get Started

Getting Started is Easy



1

Add Requirements and Sign Up

Use our sign up tool to submit your job description/requirements quickly and easily.



2

Meet Your Customer Success Manager

Meet your Customer Success Manager (CSM) and start delegating your first tasks.

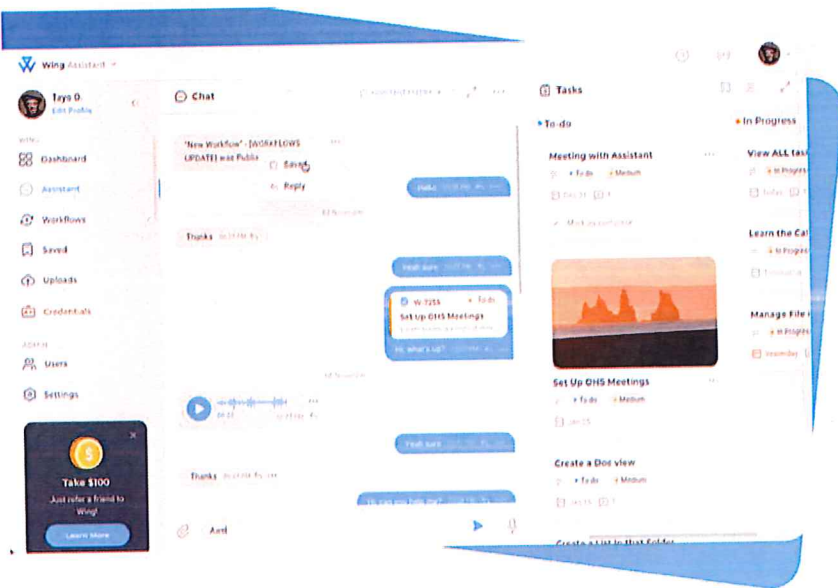


3

Start Working with Your Assistant

We find the right person, equipped with your desired experience and skills to help grow your business.

Get Started



COMPLIMENTARY

Wing Task Management App

Get access to the complimentary Wing VA Management software that is purpose-built to help you track tasks and communicate with your VA easily.

Built-in Video Messaging

Use Wink, Wing's screen recording/video messaging tool designed to help users create great instructional and process documentation videos.

Dedicated Chat System

Ensure that your assistant is on the same page with in-app messaging and chat capabilities. Send notes, share files, save important messages.

Media Library

Have a single repository for all your marketing collateral – our app's content library lets you upload images, videos, and infographics for your assistant's use.

Share Credentials

Give your assistant access to tools and software they need through the secure password manager on our app.

[Get An Assistant](#)

About Wing Assistant

Wing is changing the way businesses around the world hire virtual assistants & talent.

Wing Assistant is an entirely managed service experience that provides clients with a dedicated assistant, a Customer Success Manager, a surrounding team for support, and an industry-first virtual assistant management software to streamline communication, task management, file sharing and collaboration.

For a low monthly fixed price, you're getting a dedicated Virtual Assistant (VA) to work on as much as you'd like, just like having an in-office team member who is available to take on work for you whenever you need help. Starting at just \$599/mo, you will get a truly unlimited VA.



As Featured In



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 **StartupNation**

**BUSINESS
INSIDER**

Entrepreneur



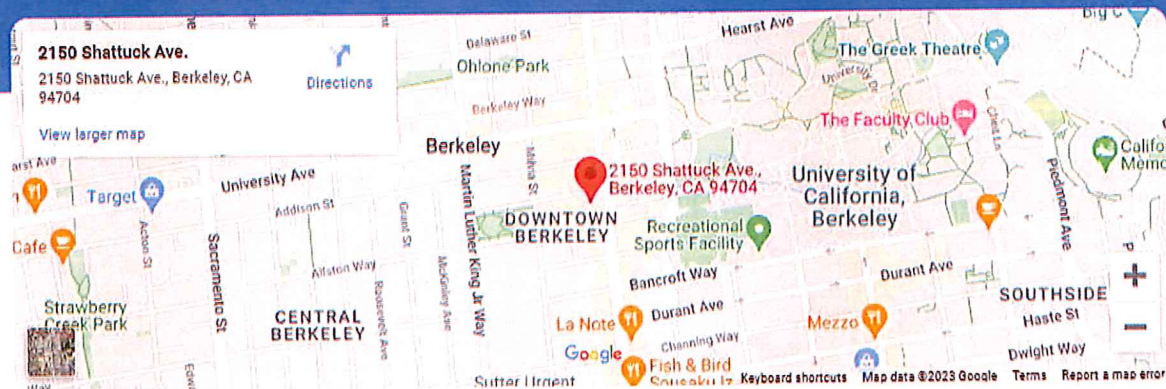
Got a Question?

[Schedule A Call](#)

[Chat Live](#)

+1 (888) 477-4372

2150 Shattuck Ave, Berkeley, CA 94704 USA.



Wing Solutions

Information

Wing Careers

[Wing Services](#)

[Book a Demo](#)

[All Open Positions](#)

[Wink by Wing](#)

[How it Works](#)



How Wing Works

[Get Started](#)


1. Schedule an Intro Call

Schedule a 15-minute exploratory call and tell us about your goals and business needs. We'll show you how our free software works, and answer any questions you have about Wing Assistant.



2. Meet Your Success Manager

Meet your Customer Success Manager (CSM) and start delegating your first tasks. Your CSM will not only help you get the ball rolling, they will also support you whenever you contact them!



3. Set Up Your Account

You are welcome to use Wing Assistant's **free software** that comes with communication features to stay in touch with your assistant, a secure password sharing tool, as well as potentially **access for several users**, a workflow management tool, and more.



4. Work With Your Assistant

You are ready to leverage your new team member and finally delegate the stuff that's been holding you back and/or take on more projects that you can now comfortably handle with the help of your new Wing Assistant!

[Get Started](#)

Wing Services

We offer full-time and part-time business assistants in administration, marketing, sales, customer support and operations. We can help you hire just one assistant, or an end-to-end team that takes over an entire department or business function.



**Book a call
with our
team**

Need help choosing the right plan? Book a call with our team.

General and
Admin VA

Industry-
focused

Marketing

Sales and
Outreach

CSR and
Reception

US-Based
Talent

LOVED BY

 Builder.ai

 MIT

 Berkeley

 COMPASS

 THE CHORD
COMPANY

 HARVARD
UNIVERSITY

 vivvi

 uena

 InXpress

 Crisp

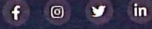
 DOORDASH

 clearpol

Ready to achieve more? Try Wing!

Efficiency, Productivity, and Success at Your Fingertips

[Get an Assistant](#)



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2150 Shattuck Ave,
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Wing Solutions

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General VA

Sales Development Reps

Executive Assistant

Social Media Assistant

Wing Outbound Calling

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FAQs

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Wing User?

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Privacy and Security

Terms and Conditions

Zero Tolerance Policy

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General Virtual Assistant

[Choose Another Plan](#) ▾

Have Question?



Schedule a call

Book anytime, today, or this week.



Live Chat

We are available between 6 AM to 9 PM weekdays.

Full-Time Assistant

RECOMMENDED

\$999/Month

[Get Your Assistant](#)

- ✓ 160 Hours per month
- ✓ Dedicated Assistant
- ✓ Customer Success Manager
- ✓ Free training and onboarding
- ✓ Rigorous quality control and supervision
- ✓ Wing Task Management App

Part-Time Assistant

\$599/Month

[Get Your Assistant](#)

- ✓ 80 Hours per month
- ✓ Dedicated Assistant
- ✓ Customer Success Manager
- ✓ Free training and onboarding
- ✓ Rigorous quality control and supervision
- ✓ Wing Task Management App

Onboarding is smooth and easy



Clutch

Overall, I have been very pleased with each aspect of hiring my Wing VA. We were looking at a variety of virtual assistant programs; what made us choose Wing was the fact that their talent had specific marketing experience... Working with Wing is seamless. They have a robust platform that makes communicating with our VA incredibly easy. It also helps that they act quickly and are incredibly responsive...



Christine Mulvey

Director of Marketing
<https://www.charlesgaterealty.com/>
Charlesgate Real Estate



Wing provides exceptional Virtual Assistant services and an accompanying productivity platform. Using Wing has been incredibly beneficial for our business, allowing us to explore some things in far more depth, or scale up some operations more effectively. Some of the benefits far exceed what you might expect from a virtual assistant in terms of capabilities and outside traditional administrative work.



Dylan Schlemann

Co-Founder & CEO
<https://www.livingspec.com/>
Living Spec

Highly rated by our customers

4.9 38 Reviews

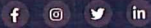
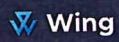


4.8 11 Reviews



4.8 27 Reviews





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Information

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How it Works
Use Cases
FAQs
Blog
Contact Wing

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Industry Use Cases

Want to discuss your use case?

[Book a demo](#)



Consulting Firms



E-Commerce



Health & Wellness



Investment Firms



IT Services



Construction



Marketing & Sales



Medical Services



Professional Coaching



Real Estate



Staffing Companies



Startups



Talent Agencies

Frequently Asked Questions

— Is my Wing Assistant dedicated?

Yes, your Wing Assistant only works on your tasks during the agreed-upon hours.

— What hours will my assistant work?

— How do I communicate with Wing?

Wing has the following methods available:

Web app

Slack integration

Mobile app for iOS & Android

Dedicated phone number (call & texts)

That's your choice! Wing Assistants work for clients worldwide - we can handle any timezone.

Email, WhatsApp, Microsoft Teams, or custom methods are available upon request.

+ Can I access Wing Assistant worldwide?

+ Who are my assistants?

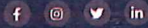
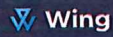
+ What does "unlimited work" mean?

+ How long does it take to get replies?

+ Do you provide 24/7 coverage?

+ Can Wing integrate with software I use?

+ How does customer support work?



Wing Assistant
2150 Shattuck Ave,
Berkeley, CA 94704

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Information

Book a Demo
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Use Cases
FAQs
Blog
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Wing User?

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Wing for
Enterprise
Teams



Book a call
with our
team

General and Admin VA

General Virtual Assistant
Personal Assistant
Executive Assistant
Bookkeeping Assistant
Content Moderator

Industry-focused

E-Commerce Assistant
Real Estate Assistant
Web & App Developers
Medical Scribe
Healthcare Assistant

Marketing

Social Media Assistant
Digital Marketing Assistant
Content Writer
Graphic Designer

Sales and Outreach

Lead Generation Assistant
Sales Development Rep
Bilingual (ENG/ESP) SDR
Outbound Calling Agent
CRM Data Entry Assistant

CSR and Reception

Customer Service Representative
Live Receptionist
Dedicated Receptionist
IT Helpdesk Support Agent

US-Based Talent

US-based Virtual Assistant
US-based Executive Assistant
US-based SDR



Investment Firms



IT Services



Construction



Marketing & Sales



Medical Services



Professional Coaching



Real Estate



Staffing Companies



Startups



Talent Agencies

Frequently Asked Questions

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Wing Outbound Calling

Information

Book a Demo

How It Works

Use Cases

FAQs

Blog

Contact Wing

Wing User?

Wing App Login

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Policies

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With **Preqin Pro**, you gain an unobstructed view of all alternative asset class activity across institutional investors, fund managers, funds, portfolio companies, deals, exits, and service providers.

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Year established

2018

Location

Irvine, CA, US

Primary Industry

Outsourcing

About

Based in California, US, and founded in 2018 by Karan Kanwar, (CEO), Martin Gomez, Saideep Gupta, and Roland Polzin, Wing AI Technologies also known as Wing is a technology-based company providing dedicated assistance to the executives. In March 2022, Wing AI Technologies, Inc. raised USD 2.1 million in seed funding from new investors Brookstone Venture Capital and Surface Ventures, with participation from returning investor Berkeley SkyDeck Fund. Individual investors also participated in the round. The company's customer base includes businesses, startups, and executives.

The company operates as a provider of a subscription-based technology platform that enables businesses, startups, and executives to find virtual assistants. The firm provides its services for the real-estate, e-commerce, content writing, social media, and many more. The company process to get an assistant goes like this first schedule an intro call, then meet the success manager, afterward, clients are welcome to set up their account and then work with the dedicated assistant.

The company earns its revenue by charging for its services. The company servicer's price range includes \$799/month for a virtual assistant, \$1199/month for an executive virtual assistant, \$799/month for a personal assistant, and many more.

Current Investors

Brookstone Venture Capital, Berkeley SkyDeck Fund, Surface Ventures
[Request a demo](#) to show more

Primary Industry

Outsourcing

Sub Industries

Offshore IT Services/IT Outsourcing, Customer Relationship Management, Systems Management Software

Current investors	Brookstone Venture Capital, Berkeley SkyDeck Fund, Surface Ventures Request a demo to show more
Primary industry	Outsourcing
Sub industries	Offshore IT Services/IT Outsourcing, Customer Relationship Management, Systems Management Software
Website	www.wingassistant.com
Verticals	Artificial Intelligence, Cloud Computing
Company Stage	Angel & Seed
Total Amount Raised	Subscriber access only

Deals

Export Data

Deals Type	Deal Status	Target (s)	Deal Date	Investor(s)	Seller(s)	Deal size (Mn)
Seed	Completed	Wing AI Technologies...	31 Mar 2022			

O-1A PETITION BY WING AI TECHNOLOGIES INC. ON BEHALF OF KARAN KANWAR

Petitioner: WING AI TECHNOLOGIES, INC.

Beneficiary: KARAN RAKESH KANWAR

- Tax Return

1120

Form
Department of the Treasury
Internal Revenue Service

U.S. Corporation Income Tax Return

For calendar year 2021 or tax year beginning ending

Go to www.irs.gov/Form1120 for instructions and the latest information.

OMB No. 1545-0123

2021

A Check if: 1a Consolidated return (attach Form 851) <input type="checkbox"/> b Life/nonlife consolidated return. <input type="checkbox"/> 2 Personal holding co. (attach Sch. PH) <input type="checkbox"/> 3 Personal service corp. (see instructions). <input type="checkbox"/> 4 Schedule M-3 attached <input type="checkbox"/>		TYPE OR PRINT	Name Wing AI Technologies, Inc.		B Employer identification number 30-1027583	
Number, street, and room or suite no. If a P.O. box, see instructions. 283 Berkeley Ave			C Date incorporated 01/23/2018			
City or town, state or province, country, and ZIP or foreign postal code Irvine, CA 92612		D Total assets (see instructions) \$ 1,622,730.		E Check if: (1) <input type="checkbox"/> Initial return (2) <input type="checkbox"/> Final return (3) <input type="checkbox"/> Name change (4) <input type="checkbox"/> Address change <input type="checkbox"/>		
Income	1a Gross receipts or sales	1a	1,494,783.		1c	1,494,783.
	b Returns and allowances	1b			2	
	c Balance. Subtract line 1b from line 1a.			3	1,494,783.	
	2 Cost of goods sold (attach Form 1125-A)			4		
	3 Gross profit. Subtract line 2 from line 1c			5		
	4 Dividends and inclusions (Schedule C, line 23)			6		
	5 Interest			7		
	6 Gross rents			8		
	7 Gross royalties			9		
	8 Capital gain net income (attach Schedule D (Form 1120))			10		
	9 Net gain or (loss) from Form 4797, Part II, line 17 (attach Form 4797).			11	1,494,783.	
10 Other income (see instructions—attach statement).			12	129,173.		
11 Total income. Add lines 3 through 10.			13			
Deductions (See instructions for limitations on deductions.)	12 Compensation of officers (see instructions—attach Form 1125-E)			14		
	13 Salaries and wages (less employment credits).			15		
	14 Repairs and maintenance			16	26,416.	
	15 Bad debts			17	1,205.	
	16 Rents			18		
	17 Taxes and licenses			19		
	18 Interest (see instructions)			20		
	19 Charitable contributions			21		
	20 Depreciation from Form 4562 not claimed on Form 1125-A or elsewhere on return (attach Form 4562)			22	214,951.	
	21 Depletion			23		
	22 Advertising			24		
	23 Pension, profit-sharing, etc., plans			25		
	24 Employee benefit programs			26	1,473,494.	
	25 Reserved for future use			27	1,845,239.	
	26 Other deductions (attach statement)			28	-350,456.	
	27 Total deductions. Add lines 12 through 26.			29a		
	28 Taxable income before net operating loss deduction and special deductions. Subtract line 27 from line 11.			29b		
29a Net operating loss deduction (see instructions)			29c			
b Special deductions (Schedule C, line 24)			30	-350,456.		
c Add lines 29a and 29b.			31			
Tax, Refundable Credits, and Payments	30 Taxable income. Subtract line 29c from line 28. See instructions			32		
	31 Total tax (Schedule J, Part I, line 11)			33		
	32 Reserved for future use			34		
	33 Total payments and credits (Schedule J, Part III, line 23)			35		
	34 Estimated tax penalty. See instructions. Check if Form 2220 is attached. <input type="checkbox"/>			36		
	35 Amount owed. If line 33 is smaller than the total of lines 31 and 34, enter amount owed			37		
	36 Overpayment. If line 33 is larger than the total of lines 31 and 34, enter amount overpaid					
37 Enter amount from line 36 you want: Credited to 2022 estimated tax <input checked="" type="checkbox"/> Refunded <input type="checkbox"/>						
Sign Here	Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than taxpayer) is based on all information of which preparer has any knowledge.		Signature of officer <i>[Signature]</i> Date 03/20/22 Title Chief Executive Officer		May the IRS discuss this return with the preparer shown below? See instructions. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
	Print/Type preparer's name Preparer's signature Date		Check <input type="checkbox"/> if self-employed PTIN			
Paid Preparer Use Only	Firm's name		Firm's EIN			
	Firm's address		Phone no.			

Schedule C**Dividends, Inclusions, and Special Deductions** (see instructions)

	(a) Dividends and inclusions	(b) %	(c) Special deductions (a) × (b)
1 Dividends from less-than-20%-owned domestic corporations (other than debt-financed stock).		50	
2 Dividends from 20%-or-more-owned domestic corporations (other than debt-financed stock).		65	
3 Dividends on certain debt-financed stock of domestic and foreign corporations.		See instructions	
4 Dividends on certain preferred stock of less-than-20%-owned public utilities.		23.3	
5 Dividends on certain preferred stock of 20%-or-more-owned public utilities.		26.7	
6 Dividends from less-than-20%-owned foreign corporations and certain FSCs.		50	
7 Dividends from 20%-or-more-owned foreign corporations and certain FSCs.		65	
8 Dividends from wholly owned foreign subsidiaries.		100	
9 Subtotal. Add lines 1 through 8. See instructions for limitations.		See instructions	
10 Dividends from domestic corporations received by a small business investment company operating under the Small Business Investment Act of 1958.		100	
11 Dividends from affiliated group members.		100	
12 Dividends from certain FSCs.		100	
13 Foreign-source portion of dividends received from a specified 10%-owned foreign corporation (excluding hybrid dividends) (see instructions).		100	
14 Dividends from foreign corporations not included on line 3, 6, 7, 8, 11, 12, or 13 (including any hybrid dividends).			
15 Reserved for future use.			
16a Subpart F inclusions derived from the sale by a controlled foreign corporation (CFC) of the stock of a lower-tier foreign corporation treated as a dividend (attach Form(s) 5471) (see instructions).		100	
b Subpart F inclusions derived from hybrid dividends of tiered corporations (attach Form(s) 5471) (see instructions).			
c Other inclusions from CFCs under subpart F not included on line 16a, 16b, or 17 (attach Form(s) 5471) (see instructions).			
17 Global Intangible Low-Taxed Income (GILTI) (attach Form(s) 5471 and Form 8992).			
18 Gross-up for foreign taxes deemed paid.			
19 IC-DISC and former DISC dividends not included on line 1, 2, or 3.			
20 Other dividends.			
21 Deduction for dividends paid on certain preferred stock of public utilities.			
22 Section 250 deduction (attach Form 8993).			
23 Total dividends and inclusions. Add column (a), lines 9 through 20. Enter here and on page 1, line 4.			
24 Total special deductions. Add column (c), lines 9 through 22. Enter here and on page 1, line 29b.			

Schedule J Tax Computation and Payment (see instructions)**Part I-Tax Computation**

1	Check if the corporation is a member of a controlled group (attach Schedule O (Form 1120)). See instructions ▶ <input type="checkbox"/>	
2	Income tax. See instructions	2
3	Base erosion minimum tax amount (attach Form 8991).	3
4	Add lines 2 and 3	4
5a	Foreign tax credit (attach Form 1118).	5a
b	Credit from Form 8834 (see instructions)	5b
c	General business credit (attach Form 3800).	5c
d	Credit for prior year minimum tax (attach Form 8827)	5d
e	Bond credits from Form 8912	5e
6	Total credits. Add lines 5a through 5e.	6
7	Subtract line 6 from line 4	7
8	Personal holding company tax (attach Schedule PH (Form 1120)).	8
9a	Recapture of investment credit (attach Form 4255).	9a
b	Recapture of low-income housing credit (attach Form 8611)	9b
c	Interest due under the look-back method—completed long-term contracts (attach Form 8697)	9c
d	Interest due under the look-back method—income forecast method (attach Form 8866)	9d
e	Alternative tax on qualifying shipping activities (attach Form 8902)	9e
f	Interest/tax due under section 453A(c) and/or section 453(l)	9f
g	Other (see instructions—attach statement)	9g
10	Total. Add lines 9a through 9g.	10
11	Total tax. Add lines 7, 8, and 10. Enter here and on page 1, line 31	11

Part II-Reserved For Future Use

12	Reserved for future use	12
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Part III-Payments and Refundable Credits

13	2020 overpayment credited to 2021.	13
14	2021 estimated tax payments.	14
15	2021 refund applied for on Form 4466	15 ()
16	Combine lines 13, 14, and 15	16
17	Tax deposited with Form 7004	17
18	Withholding (see instructions)	18
19	Total payments. Add lines 16, 17, and 18.	19
20	Refundable credits from:	
a	Form 2439	20a
b	Form 4136	20b
c	Reserved for future use	20c
d	Other (attach statement—see instructions)	20d
21	Total credits. Add lines 20a through 20d.	21
22	Reserved for future use	22
23	Total payments and credits. Add lines 19 and 21. Enter here and on page 1, line 33.	23

Schedule K Other Information (see instructions)

1	Check accounting method: a <input type="checkbox"/> Cash b <input checked="" type="checkbox"/> Accrual c <input type="checkbox"/> Other (specify) ▶	Yes	No
2	See the instructions and enter the:		
a	Business activity code no. ▶ 541990		
b	Business activity ▶ Software Services		
c	Product or service ▶ Virtual Assistants		
3	Is the corporation a subsidiary in an affiliated group or a parent-subsidiary controlled group?		X
	If "Yes," enter name and EIN of the parent corporation ▶		
4	At the end of the tax year:		
a	Did any foreign or domestic corporation, partnership (including any entity treated as a partnership), trust, or tax-exempt organization own directly 20% or more, or own, directly or indirectly, 50% or more of the total voting power of all classes of the corporation's stock entitled to vote? If "Yes," complete Part I of Schedule G (Form 1120) (attach Schedule G)		X
b	Did any individual or estate own directly 20% or more, or own, directly or indirectly, 50% or more of the total voting power of all classes of the corporation's stock entitled to vote? If "Yes," complete Part II of Schedule G (Form 1120) (attach Schedule G)	X	
5	At the end of the tax year, did the corporation:		
a	Own directly 20% or more, or own, directly or indirectly, 50% or more of the total voting power of all classes of stock entitled to vote of any foreign or domestic corporation not included on Form 851, Affiliations Schedule? For rules of constructive ownership, see instr. If "Yes," complete (i) through (iv) below.		X
	(i) Name of Corporation	(ii) Employer Identification Number (if any)	(iii) Country of Incorporation
			(iv) Percentage Owned in Voting Stock
b	Own directly an interest of 20% or more, or own, directly or indirectly, an interest of 50% or more in any foreign or domestic partnership (including an entity treated as a partnership) or in the beneficial interest of a trust? For rules of constructive ownership, see instructions. If "Yes," complete (i) through (iv) below.		X
	(i) Name of Entity	(ii) Employer Identification Number (if any)	(iii) Country of Organization
			(iv) Maximum Percentage Owned in Profit, Loss, or Capital
6	During this tax year, did the corporation pay dividends (other than stock dividends and distributions in exchange for stock) in excess of the corporation's current and accumulated earnings and profits? See sections 301 and 316		X
	If "Yes," file Form 5452, Corporate Report of Nondividend Distributions. See the instructions for Form 5452.		
	If this is a consolidated return, answer here for the parent corporation and on Form 851 for each subsidiary.		
7	At any time during the tax year, did one foreign person own, directly or indirectly, at least 25% of the total voting power of all classes of the corporation's stock entitled to vote or at least 25% of the total value of all classes of the corporation's stock?	X	
	For rules of attribution, see section 318. If "Yes," enter:		
	(a) Percentage owned ▶ 30.0 and (b) Owner's country ▶ India		
	(c) The corporation may have to file Form 5472, Information Return of a 25% Foreign-Owned U.S. Corporation or a Foreign Corporation Engaged in a U.S. Trade or Business. Enter the number of Forms 5472 attached ▶ 0		
8	Check this box if the corporation issued publicly offered debt instruments with original issue discount ▶ <input type="checkbox"/>		
	If checked, the corporation may have to file Form 8281, Information Return for Publicly Offered Original Issue Discount Instruments.		
9	Enter the amount of tax-exempt interest received or accrued during the tax year ▶ \$		
10	Enter the number of shareholders at the end of the tax year (if 100 or fewer) ▶ 4		
11	If the corporation has an NOL for the tax year and is electing to forego the carryback period, check here (see instructions) ▶ <input type="checkbox"/>		
	If the corporation is filing a consolidated return, the statement required by Regulations section 1.1502-21(b)(3) must be attached or the election will not be valid.		
12	Enter the available NOL carryover from prior tax years (do not reduce it by any deduction reported on page 1, line 29a.) ▶ \$		
			28,351.

Schedule K Other Information (continued from page 4)

	Yes	No
13 Are the corporation's total receipts (page 1, line 1a, plus lines 4 through 10) for the tax year and its total assets at the end of the tax year less than \$250,000?		X
If "Yes," the corporation is not required to complete Schedules L, M-1, and M-2. Instead, enter the total amount of cash distributions and the book value of property distributions (other than cash) made during the tax year ▶ \$ _____		
14 Is the corporation required to file Schedule UTP (Form 1120), Uncertain Tax Position Statement? See instructions.		X
If "Yes," complete and attach Schedule UTP.		
15a Did the corporation make any payments in 2021 that would require it to file Form(s) 1099?	X	
b If "Yes," did or will the corporation file required Form(s) 1099?	X	
16 During this tax year, did the corporation have an 80%-or-more change in ownership, including a change due to redemption of its own stock?		X
17 During or subsequent to this tax year, but before the filing of this return, did the corporation dispose of more than 65% (by value) of its assets in a taxable, non-taxable, or tax deferred transaction?		X
18 Did the corporation receive assets in a section 351 transfer in which any of the transferred assets had a fair market basis or fair market value of more than \$1 million?		X
19 During the corporation's tax year, did the corporation make any payments that would require it to file Forms 1042 and 1042-S under chapter 3 (sections 1441 through 1464) or chapter 4 (sections 1471 through 1474) of the Code?		X
20 Is the corporation operating on a cooperative basis?		X
21 During the tax year, did the corporation pay or accrue any interest or royalty for which the deduction is not allowed under section 267A? See instructions		X
If "Yes," enter the total amount of the disallowed deductions ▶ \$ _____		
22 Does the corporation have gross receipts of at least \$500 million in any of the 3 preceding tax years? (See sections 59A(e)(2) and (3)).		X
If "Yes," complete and attach Form 8991.		
23 Did the corporation have an election under section 163(j) for any real property trade or business or any farming business in effect during the tax year? See instructions		X
24 Does the corporation satisfy one or more of the following? See instructions		X
a The corporation owns a pass-through entity with current, or prior year carryover, excess business interest expense.		
b The corporation's aggregate average annual gross receipts (determined under section 448(c)) for the 3 tax years preceding the current tax year are more than \$26 million and the corporation has business interest expense.		
c The corporation is a tax shelter and the corporation has business interest expense.		
If "Yes," complete and attach Form 8990.		
25 Is the corporation attaching Form 8996 to certify as a Qualified Opportunity Fund?		X
If "Yes," enter amount from Form 8996, line 15 ▶ \$ _____		
26 Since December 22, 2017, did a foreign corporation directly or indirectly acquire substantially all of the properties held directly or indirectly by the corporation, and was the ownership percentage (by vote or value) for purposes of section 7874 greater than 50% (for example, the shareholders held more than 50% of the stock of the foreign corporation)? If "Yes," list the ownership percentage by vote and by value. See instructions		X
Percentage: By Vote		By Value

Schedule L Balance Sheets per Books		Beginning of tax year		End of tax year	
Assets		(a)	(b)	(c)	(d)
1	Cash		32,338.		1,621,430.
2a	Trade notes and accounts receivable	1,300.		1,300.	
b	Less allowance for bad debts	()	1,300.	()	1,300.
3	Inventories				
4	U.S. government obligations				
5	Tax-exempt securities (see instructions)				
6	Other current assets (attach statement)				
7	Loans to shareholders				
8	Mortgage and real estate loans				
9	Other investments (attach statement)				
10a	Buildings and other depreciable assets				
b	Less accumulated depreciation	()		()	
11a	Depletable assets				
b	Less accumulated depletion	()		()	
12	Land (net of any amortization)				
13a	Intangible assets (amortizable only)				
b	Less accumulated amortization	()		()	
14	Other assets (attach statement)				
15	Total assets		33,638.		1,622,730.
Liabilities and Shareholders' Equity					
16	Accounts payable				
17	Mortgages, notes, bonds payable in less than 1 year				
18	Other current liabilities (attach statement)				
19	Loans from shareholders				
20	Mortgages, notes, bonds payable in 1 year or more				
21	Other liabilities (attach statement)				
22	Capital stock: a Preferred stock				
	b Common stock				
23	Additional paid-in capital		135,000.		2,210,000.
24	Retained earnings-Appropriated (attach statement)		-101,362.		-236,586.
25	Retained earnings-Unappropriated				-350,684.
26	Adjustments to shareholders' equity (attach statement)				
27	Less cost of treasury stock	()		()	
28	Total liabilities and shareholders' equity		33,638.		1,622,730.

Schedule M-1 Reconciliation of Income (Loss) per Books With Income per Return

Note: The corporation may be required to file Schedule M-3. See instructions.

1	Net income (loss) per books	-350,684.	7	Income recorded on books this year not included on this return (itemize): Tax-exempt interest \$ _____	
2	Federal income tax per books				
3	Excess of capital losses over capital gains				
4	Income subject to tax not recorded on books this year (itemize): _____				
5	Expenses recorded on books this year not deducted on this return (itemize): a Depreciation \$ _____ b Charitable contributions \$ _____ c Travel and entertainment \$ 228.	228.	8	Deductions on this return not charged against book income this year (itemize): a Depreciation \$ _____ b Charitable contributions \$ _____	
6	Add lines 1 through 5	-350,456.	9	Add lines 7 and 8	
			10	Income (page 1, line 28) - line 6 less line 9	-350,456.

Schedule M-2 Analysis of Unappropriated Retained Earnings per Books (Schedule L, Line 25)

1	Balance at beginning of year		5	Distributions: a Cash	
2	Net income (loss) per books	-350,684.		b Stock	
3	Other increases (itemize): _____			c Property	
			6	Other decreases (itemize): _____	
			7	Add lines 5 and 6	
4	Add lines 1, 2, and 3	-350,684.	8	Balance at end of year (line 4 less line 7)	-350,684.

**SCHEDULE D
(Form 1120)**Department of the Treasury
Internal Revenue Service**Capital Gains and Losses**

▶ Attach to Form 1120, 1120-C, 1120-F, 1120-FSC, 1120-H, 1120-IC-DISC, 1120-L, 1120-ND, 1120-PC, 1120-POL, 1120-REIT, 1120-RIC, 1120-SF, or certain Forms 990-T.

▶ Go to www.irs.gov/Form1120 for instructions and the latest information.

OMB No. 1545-0123

2021

Name

Wing AI Technologies, Inc.

Employer identification number

30-1027583Did the corporation dispose of any investment(s) in a qualified opportunity fund during the tax year? ☐ Yes ☒ No

If "Yes," attach Form 8949 and see its instructions for additional requirements for reporting your gain or loss.

Part I Short-Term Capital Gains and Losses—Assets Held One Year or Less

See instructions for how to figure the amounts to enter on the lines below. This form may be easier to complete if you round off cents to whole dollars.	(d) Proceeds (sales price)	(e) Cost (or other basis)	(g) Adjustments to gain or loss from Form(s) 8949, Part I, line 2, column (g)	(h) Gain or (loss) Subtract column (e) from column (d) and combine the result with column (g)
1a Totals for all short-term transactions reported on Form 1099-B for which basis was reported to the IRS and for which you have no adjustments (see instructions). However, if you choose to report all these transactions on Form 8949, leave this line blank and go to line 1b				
1b Totals for all transactions reported on Form(s) 8949 with Box A checked				
2 Totals for all transactions reported on Form(s) 8949 with Box B checked				
3 Totals for all transactions reported on Form(s) 8949 with Box C checked				
4 Short-term capital gain from installment sales from Form 6252, line 26 or 37			4	
5 Short-term capital gain or (loss) from like-kind exchanges from Form 8824			5	
6 Unused capital loss carryover (attach computation)			6	(28,271.)
7 Net short-term capital gain or (loss). Combine lines 1a through 6 in column h			7	-28,271.

Part II Long-Term Capital Gains and Losses—Assets Held More Than One Year

See instructions for how to figure the amounts to enter on the lines below. This form may be easier to complete if you round off cents to whole dollars.	(d) Proceeds (sales price)	(e) Cost (or other basis)	(g) Adjustments to gain or loss from Form(s) 8949, Part II, line 2, column (g)	(h) Gain or (loss) Subtract column (e) from column (d) and combine the result with column (g)
8a Totals for all long-term transactions reported on Form 1099-B for which basis was reported to the IRS and for which you have no adjustments (see instructions). However, if you choose to report all these transactions on Form 8949, leave this line blank and go to line 8b				
8b Totals for all transactions reported on Form(s) 8949 with Box D checked				
9 Totals for all transactions reported on Form(s) 8949 with Box E checked				
10 Totals for all transactions reported on Form(s) 8949 with Box F checked				
11 Enter gain from Form 4797, line 7 or 9			11	
12 Long-term capital gain from installment sales from Form 6252, line 26 or 37			12	
13 Long-term capital gain or (loss) from like-kind exchanges from Form 8824			13	
14 Capital gain distributions (see instructions)			14	
15 Net long-term capital gain or (loss). Combine lines 8a through 14 in column h			15	

Part III Summary of Parts I and II

16 Enter excess of net short-term capital gain (line 7) over net long-term capital loss (line 15)	16	
17 Net capital gain. Enter excess of net long-term capital gain (line 15) over net short-term capital loss (line 7)	17	
18 Add lines 16 and 17. Enter here and on Form 1120, page 1, line 8, or the applicable line on other returns	18	

Note: If losses exceed gains, see *Capital Losses* in the instructions.

**Information on Certain Persons Owning the
Corporation's Voting Stock**

OMB No.1545-0123

▶ Attach to Form 1120.
▶ See instructions.

Name

Employer identification number (EIN)

Wing AI Technologies, Inc.

30-1027583

Part I

Certain Entities Owning the Corporation's Voting Stock. (Form 1120, Schedule K, Question 4a). Complete columns (i) through (v) below for any foreign or domestic corporation, partnership (including any entity treated as a partnership), trust, or tax-exempt organization that owns directly 20% or more, or owns, directly or indirectly, 50% or more of the total voting power of all classes of the corporation's stock entitled to vote (see instructions).

(i) Name of Entity	(ii) Employer Identification Number (if any)	(iii) Type of Entity	(iv) Country of Organization	(v) Percentage Owned in Voting Stock

Part II

Certain Individuals and Estates Owning the Corporation's Voting Stock. (Form 1120, Schedule K, Question 4b). Complete columns (i) through (iv) below for any individual or estate that owns directly 20% or more, or owns, directly or indirectly, 50% or more of the total voting power of all classes of the corporation's stock entitled to vote (see instructions).

(i) Name of Individual or Estate	(ii) Identifying Number (if any)	(iii) Country of Citizenship (see instructions)	(iv) Percentage Owned in Voting Stock
<u>Karan Kanwar</u>	<u>844-21-5088</u>	<u>India</u>	<u>30.00</u>
<u>Martin Gomez</u>	<u>626-90-2978</u>	<u>United States</u>	<u>21.00</u>
<u>Saideep Gupta</u>	<u>377-55-0230</u>	<u>India</u>	<u>21.00</u>

Compensation of Officers

OMB No. 1545-0123

▶ Attach to Form 1120, 1120-C, 1120-F, 1120-REIT, 1120-RIC, or 1120S.

► Information about Form 1125-E and its separate instructions is at www.irs.gov/form1125e.

Name _____

Wing AI Technologies, Inc.

Employer identification number

30-1027583

Note: Complete Form 1125-E only if total receipts are \$500,000 or more. See instructions for definition of total receipts.

[illegible]

2	Total compensation of officers	2	169,920.
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3	Compensation of officers claimed on Form 1125-A or elsewhere on return	3	
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4	Subtract line 3 from line 2. Enter the result here and on Form 1120, page 1, line 12 or the appropriate line of your tax return	4	169,920.
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2021 Other Deductions Worksheet, Supporting Details for Form 1120, line 26

Name(s) shown on return		Employer identifying number
Wing AI Technologies, Inc.		30-1027583
1. Bank fees	1	2,094.
2. Contracted services and independent contractor exp.	2	1,359,034.
3. Insurance	3	60.
4. Legal and professional fees	4	1,430.
5. Postage	5	17.
6. Supplies	6	110,284.
7. Deductible non-entertainment meals exp. subject to limits	7	228.
8. Travel and non-entertainment meals expense not subject to limits	8	44.
9. Utilities	9	303.
10.	10	
11.	11	
12.	12	
13.	13	
14.	14	
15.	15	
16.	16	
17.	17	
18.	18	
19.	19	
20.	20	
21.	21	
22.	22	
23.	23	
24.	24	
25.	25	
26.	26	
27.	27	
28.	28	
29.	29	
30.	30	
31.	31	
32.	32	
33.	33	
34.	34	
35.	35	
36.	36	
37.	37	
38.	38	
39.	39	
40.	40	
41.	41	
42.	42	
43.	43	
44.	44	
45.	45	
46.	46	
47.	47	
48.	48	
49.	49	
50.	50	
51.	51	
52.	52	
53.	53	
54.	54	
Total Other Deductions		1,473,494.

Name as shown on Form 1120

Wing AI Technologies, Inc.

Employer Identification Number

30-1027583

Net Operating Loss (NOL) Worksheet

(A) Tax Year NOL Occurred	(B) Original NOL Amount	(C) Less Carryback/ Carryforward Used	(D) Remaining NOL Available (Adjusted NOL)	(E) Deduction Allowed in Current Year Transfers to Form 1120 line 29a	(F) Total NOL Carryover to Next Year Includes Charitable Contribution Converted to NOL
2020	28,271.		28,271.		28,271.
2019					
2018	197.	117.	80.		80.
2017					
2016					
2015					
2014					
2013					
2012					
2011					
2010					
2009					
2008					
2007					
2006					
2005					
2004					
2003					
2002					
2001					
Totals	28,468.	117.	28,351.		28,351.
Total charitable contributions converted to NOL to be used next year.					

* Column D may include prior year charitable contributions converted to NOL

Capital Loss Carryover

Supporting details for Schedule D, lines 6

Loss Year	Capital Loss	Carrybacks		Carryovers		Remaining Carryover to 2021
		Preceding Year	Amount Used	Subsequent Year	Amount Used	
2020	<u>28,271</u>	2017	<u>0</u>			<u>28,271</u>
		2018	<u>0</u>			
		2019	<u>0</u>			
2019	<u>0</u>	2016	<u>0</u>	2020	<u>0</u>	<u>0</u>
		2017	<u>0</u>			
		2018	<u>0</u>			
2018	<u>0</u>	2015	<u>0</u>	2019	<u>0</u>	<u>0</u>
		2016	<u>0</u>	2020	<u>0</u>	
		2017	<u>0</u>			
2017	<u>0</u>	2014	<u>0</u>	2018	<u>0</u>	<u>0</u>
		2015	<u>0</u>	2019	<u>0</u>	
		2016	<u>0</u>	2020	<u>0</u>	
2016	<u>0</u>	2013	<u>0</u>	2017	<u>0</u>	<u>0</u>
		2014	<u>0</u>	2018	<u>0</u>	
		2015	<u>0</u>	2019	<u>0</u>	
				2020	<u>0</u>	
Total unused capital loss carryover to 2021 Schedule D, Line 6						<u>28,271</u>

O-1A PETITION BY WING AI TECHNOLOGIES INC. ON BEHALF OF KARAN KANWAR

Petitioner: WING AI TECHNOLOGIES, INC.

Beneficiary: KARAN RAKESH KANWAR

- 1099K (2020, 2021, and 2022)

☐ CORRECTED (if checked)

FILER'S name, street address, city or town, state or province, country, ZIP or foreign postal code, and telephone no. Stripe, Inc. 510 Townsend St San Francisco, CA 94103 6504891649		FILER'S TIN 270465600	OMB No. 1545-2205 2020 Form 1099-K	Payment Card and Third Party Network Transactions Copy B For Payee This is important tax information and is being furnished to the IRS. If you are required to file a return, a negligence penalty or other sanction may be imposed on you if taxable income results from this transaction and the IRS determines that it has not been reported.
		PAYEE'S TIN XXXXX7583		
		1a Gross amount of payment card/third party network transactions \$ 130,605.16		
		1b Card Not Present transactions \$ 130,605.16	2 Merchant category code 5734	
Check to indicate if FILER is a (an): Payment settlement entity (PSE) <input checked="" type="checkbox"/> Electronic Payment Facilitator (EPF)/Other third party <input type="checkbox"/>	Check to indicate transactions reported are: Payment card <input type="checkbox"/> Third party network <input checked="" type="checkbox"/>	3 Number of payment transactions 821	4 Federal income tax withheld \$ 0.00	
PAYEE'S name Wing AI Technologies, Inc. Street address (including apt. no.) 283 Berkeley Ave City or town, state or province, country, and ZIP or foreign postal code Irvine, CA 92612 PSE'S name and telephone number		5a January \$ 0.00 5c March \$ 904.10 5e May \$ 2,070.41 5g July \$ 2,554.71 5i September \$ 20,898.30 5k November \$ 28,898.07	5b February \$ 1,179.35 5d April \$ 1,682.91 5f June \$ 3,060.02 5h August \$ 10,208.35 5j October \$ 22,189.74 5l December \$ 36,959.20	
Account number (see instructions) acct_1BI99wLI45oVmLWI		6 State CA	7 State identification no. 8 State income tax withheld \$ 0.00	

Instructions for Payee

You have received this form because you have either (a) accepted payment cards for payments, or (b) received payments through a third party network that exceeded \$20,000 in gross total reportable transactions and the aggregate number of those transactions exceeded 200 for the calendar year. Merchant acquirers and third party settlement organizations, as payment settlement entities (PSEs), must report the proceeds of payment card and third party network transactions made to you on Form 1099-K under Internal Revenue Code section 6050W. The PSE may have contracted with an electronic payment facilitator (EPF) or other third party payer to make payments to you.

If you have questions about the amounts reported on this form, contact the FILER whose information is shown in the upper left corner on the front of this form. If you do not recognize the FILER shown in the upper left corner of the form, contact the PSE whose name and phone number are shown in the lower left corner of the form above your account number.

See the separate instructions for your income tax return for using the information reported on this form.

Payee's taxpayer identification number (TIN). For your protection, this form may show only the last four digits of your TIN (social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN)). However, the issuer has reported your complete TIN to the IRS.

Account number. May show an account number or other unique number the PSE assigned to distinguish your account.

Box 1a. Shows the aggregate gross amount of payment card/third party network transactions made to you through the PSE during the calendar year.

Box 1b. Shows the aggregate gross amount of all reportable payment transactions made to you through the PSE during the calendar year where the card was not present at the time of the transaction or the card number was keyed into the terminal. Typically, this relates to online sales, phone sales, or catalogue sales. If the box for third party network is checked, or if these are third party network transactions, Card Not Present transactions will not be reported.

Box 2. Shows the merchant category code used for payment card/third party network transactions (if available) reported on this form.

Box 3. Shows the number of payment transactions (not including refund transactions) processed through the payment card/third party network.

Box 4. Shows backup withholding. Generally, a payer must backup withhold if you did not furnish your TIN or you did not furnish the correct TIN to the payer. See Form W-9, Request for Taxpayer Identification Number and Certification, and Pub. 505. Include this amount on your income tax return as tax withheld.

Boxes 5a–5l. Show the gross amount of payment card/third party network transactions made to you for each month of the calendar year.

Boxes 6–8. Show state and local income tax withheld from the payments.

Future developments. For the latest information about developments related to Form 1099-K and its instructions, such as legislation enacted after they were published, go to www.irs.gov/Form1099K.

☐ CORRECTED (if checked)

FILER'S name, street address, city or town, state or province, country, ZIP or foreign postal code, and telephone no. Stripe, Inc. 354 Oyster Point Blvd South San Francisco, CA 94080		FILER'S TIN	OMB No. 1545-2205		2021 Form 1099-K	Payment Card and Third Party Network Transactions
		PAYEE'S TIN				
		1a Gross amount of payment card/third party network transactions				
		1b Card Not Present transactions	2 Merchant category code			
Check to indicate if FILER is a (an): Payment settlement entity (PSE) <input checked="" type="checkbox"/> Electronic Payment Facilitator (EPF)/Other third party <input type="checkbox"/>		Check to indicate transactions reported are: Payment card <input type="checkbox"/> Third party network <input checked="" type="checkbox"/>		1a Gross amount of payment card/third party network transactions \$ 1,494,782.53	2 Merchant category code 5734	Copy B For Payee This is important tax information and is being furnished to the IRS. If you are required to file a return, a negligence penalty or other sanction may be imposed on you if taxable income results from this transaction and the IRS determines that it has not been reported.
PAYEE'S name Wing AI Technologies, Inc.		3 Number of payment transactions	4 Federal income tax withheld			
Street address (including apt. no.) 283 Berkeley Ave		5a January	5b February			
City or town, state or province, country, and ZIP or foreign postal code Irvine, CA 92612		5c March	5d April			
PSE'S name and telephone number		5e May	5f June			
Account number (see instructions) acct_1BI99wLI45oVmLWI		5g July	5h August			
		5i September	5j October			
		5k November	5l December			
		6 State	7 State identification no.			
		8 State income tax withheld				

Instructions for Payee

You have received this form because you have either (a) accepted payment cards for payments, or (b) received payments through a third party network that exceeded \$20,000 in gross total reportable transactions and the aggregate number of those transactions exceeded 200 for the calendar year. Merchant acquirers and third party settlement organizations, as payment settlement entities (PSEs), must report the proceeds of payment card and third party network transactions made to you on Form 1099-K under Internal Revenue Code section 6050W. The PSE may have contracted with an electronic payment facilitator (EPF) or other third party payer to make payments to you.

If you have questions about the amounts reported on this form, contact the FILER whose information is shown in the upper left corner on the front of this form. If you do not recognize the FILER shown in the upper left corner of the form, contact the PSE whose name and phone number are shown in the lower left corner of the form above your account number.

See the separate instructions for your income tax return for using the information reported on this form.

If the Form 1099-K is related to your business, see Pub. 334 for more information. If the Form 1099-K is related to your work as part of the gig economy, see www.irs.gov/GigEconomy.

Payee's taxpayer identification number (TIN). For your protection, this form may show only the last four digits of your TIN (social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN)). However, the issuer has reported your complete TIN to the IRS.

Account number. May show an account number or other unique number the PSE assigned to distinguish your account.

Box 1a. Shows the aggregate gross amount of payment card/third party network transactions made to you through the PSE during the calendar year.

Box 1b. Shows the aggregate gross amount of all reportable payment transactions made to you through the PSE during the calendar year where the card was not present at the time of the transaction or the card number was keyed into the terminal. Typically, this relates to online sales, phone sales, or catalogue sales. If the box for third party network is checked, or if these are third party network transactions, Card Not Present transactions will not be reported.

Box 2. Shows the merchant category code used for payment card/third party network transactions (if available) reported on this form.

Box 3. Shows the number of payment transactions (not including refund transactions) processed through the payment card/third party network.

Box 4. Shows backup withholding. Generally, a payer must backup withhold if you did not furnish your TIN or you did not furnish the correct TIN to the payer. See Form W-9, Request for Taxpayer Identification Number and Certification, and Pub. 505. Include this amount on your income tax return as tax withheld.

Boxes 5a–5l. Show the gross amount of payment card/third party network transactions made to you for each month of the calendar year.

Boxes 6–8. Show state and local income tax withheld from the payments.

Future developments. For the latest information about developments related to Form 1099-K and its instructions, such as legislation enacted after they were published, go to www.irs.gov/Form1099K.

FreeFile. Go to www.irs.gov/FreeFile to see if you qualify for no-cost online federal tax preparation, e-filing, and direct deposit or payment options.

☐ CORRECTED (if checked)

FILER'S name, street address, city or town, state or province, country, ZIP or foreign postal code, and telephone no. Stripe, Inc. 354 Oyster Point Blvd South San Francisco, CA 94080 6504891649		FILER'S TIN 270465600	OMB No. 1545-2205
		PAYEE'S TIN XXXXXX7583	Form 1099-K (Rev. January 2022)
		1a Gross amount of payment card/third party network transactions \$ 6,704,026.47	For calendar year 20 <u>22</u>
		1b Card Not Present transactions \$ 6,704,026.47	2 Merchant category code 5734
Check to indicate if FILER is a (an): Payment settlement entity (PSE) <input checked="" type="checkbox"/> Electronic Payment Facilitator (EPF)/Other third party <input type="checkbox"/>	Check to indicate transactions reported are: Payment card <input type="checkbox"/> Third party network <input checked="" type="checkbox"/>	3 Number of payment transactions 9,469	4 Federal income tax withheld \$ 0.00
PAYEE'S name Wing AI Technologies, Inc. Street address (including apt. no.) 283 Berkeley Ave City or town, state or province, country, and ZIP or foreign postal code Irvine, CA 92612		5a January \$238,085.21	5b February \$284,610.92
		5c March \$379,785.91	5d April \$385,159.07
PSE'S name and telephone number		5e May \$449,651.90	5f June \$584,409.98
		5g July \$572,393.08	5h August \$768,969.27
Account number (see instructions) acct_1BI99wLI45oVmLWI		5i September \$674,988.14	5j October \$771,891.62
		5k November \$815,333.81	5l December \$778,747.56
		6 State CA	7 State identification no. \$ 0.00
			8 State income tax withheld \$

**Copy B
For Payee**

This is important tax information and is being furnished to the IRS. If you are required to file a return, a negligence penalty or other sanction may be imposed on you if taxable income results from this transaction and the IRS determines that it has not been reported.

Instructions for Payee

You have received this form because you have either (a) accepted payment cards for payments, or (b) received payments through a third party network in the calendar year reported on this form. Merchant acquirers and third party settlement organizations, as payment settlement entities (PSEs), must report the proceeds of payment card and third party network transactions made to you on Form 1099-K under Internal Revenue Code section 6050W. The PSE may have contracted with an electronic payment facilitator (EPF) or other third party payer to make payments to you.

If you have questions about the amounts reported on this form, contact the FILER whose information is shown in the upper left corner on the front of this form. If you do not recognize the FILER shown in the upper left corner of the form, contact the PSE whose name and phone number are shown in the lower left corner of the form above your account number.

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O-1A PETITION BY WING AI TECHNOLOGIES INC. ON BEHALF OF KARAN KANWAR

Petitioner: WING AI TECHNOLOGIES, INC.

Beneficiary: KARAN RAKESH KANWAR

- Pitch Deck

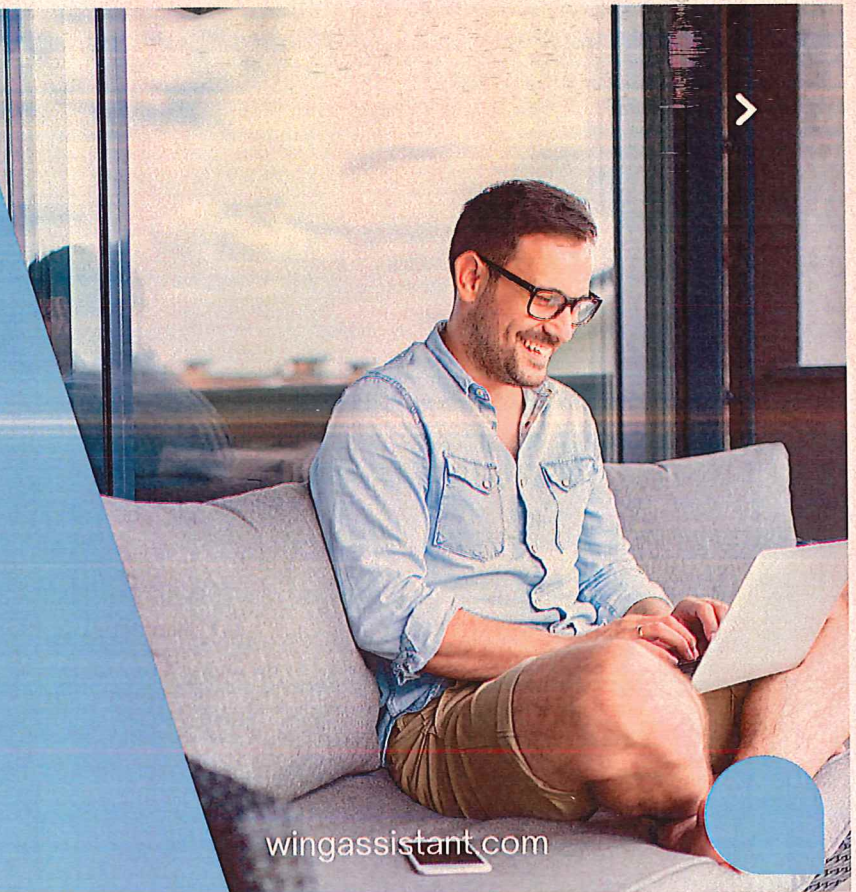


Wing Assistant™

Run your business with Wing

CEO, Karan Kanwar
karan@wingassistant.com
linkedin.com/in/kanwarkaran

wingassistant.com

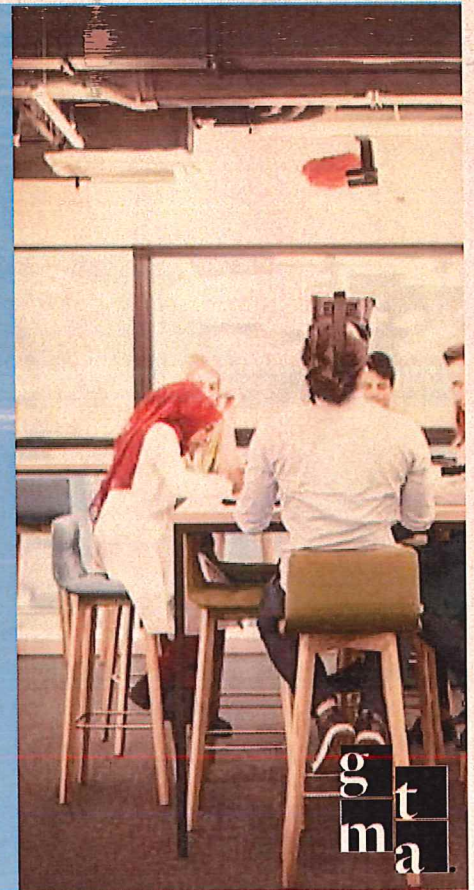


Meet GTMA Creative

They're a fast-growing creative agency in NYC with 20 employees.

- Their CEO is burned out and needs an EA
- Their CMO wants to get into organic social
- Their VP of Sales wants to start cold calling

But they don't have the budget to hire 3x full-time employees @ \$85k/yr to do all this



So what are their options?

Freelancers

Unsuitable for fulltime roles
No vetting
Not a long term solution

 **freelancer** **fiverr.** **upwork**



Normal VA Agency

Low quality
Too inexperienced to help
Expensive

 **Magic** *Fancy Hands* **zirtual**

PT Employees

Still expensive
Lots of work to select & hire
Very high turnover

 **indeed**  **ZipRecruiter** **monster**

With more SMBs formed in the last 2 years than any
other year on record — **they need a better solution**

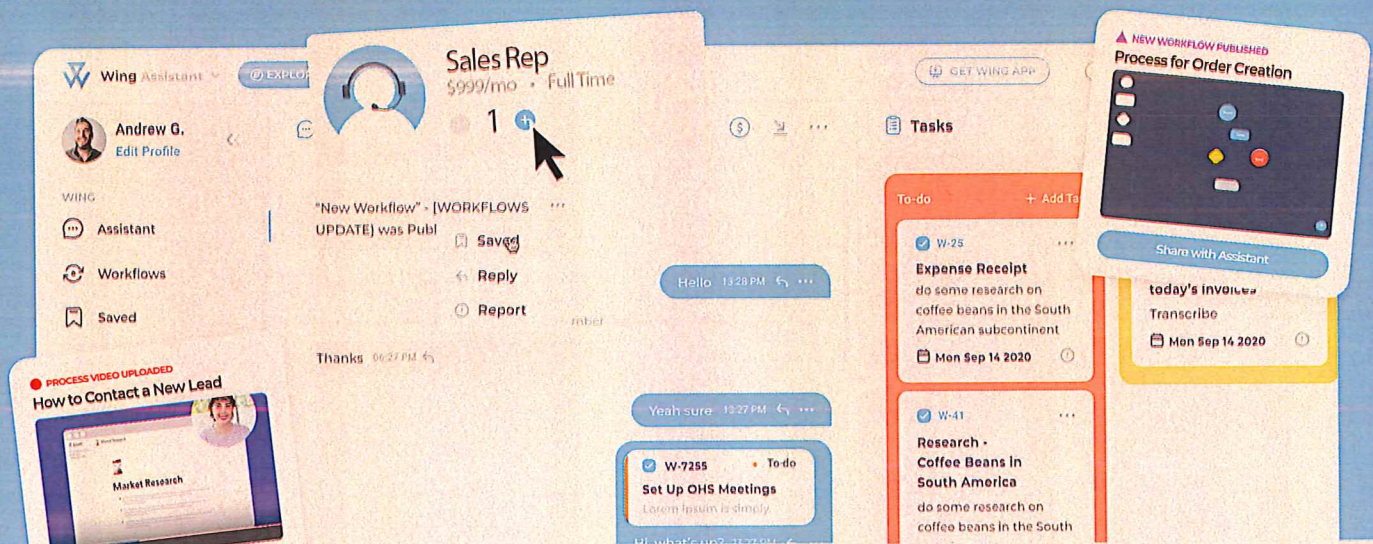
(Source: Economic Innovation Group)



Finding talent online is hard.

THAT'S WHY WE BUILT WING ASSISTANT

We help clients hire vetted US & international talent in **10 minutes** instead of **150 hours**.



Using AI, we...

Find the world's best talent

AI Recruiter finds the top 0.5% of talent in the world by vetting thousands of talents across 12 countries

Deliver the best results

Intelligent QA listens in on chats, and highlights quality issues to supervisors to fix before clients notice

MANAGED MARKETPLACE FOR TALENT

Our business is simple



Clients

Pay Wing to help them
find & manage talent,
handle compliance

Wing

Build technology, ensure
quality, match talent, acquire
customers & vendors

Vendors

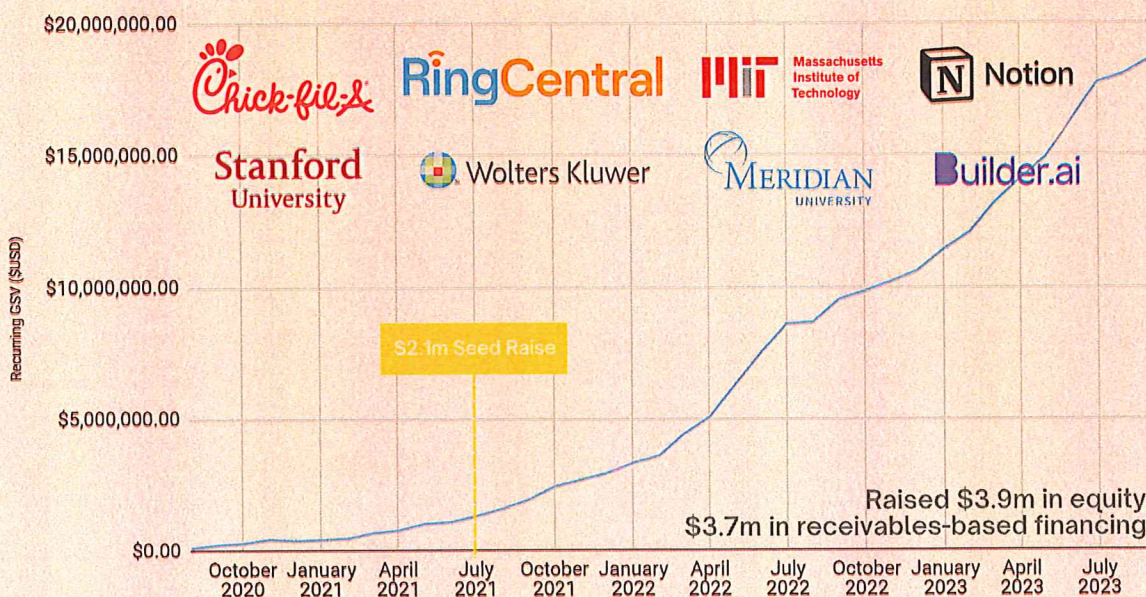
Build talent pipeline,
service clients, get
paid!

And we're growing exponentially

All-time 17.3% MoM Growth of Gross Sales Volume (GSV)

* 16.6% All Time
7.6% YTD

Annualized GSV by Month



\$18.6M

GSV
Gross Sales Volume, Annual

\$6.8M

ARR
Annualized Recurring Revenue

36.6%

Take Rate
Percentage Wing takes

Why we're the right choice



AI Quality Control

Proprietary AI delivers high-quality client experiences, monitoring all interactions.



Tailored Product

Multiple styles of delegation & remote work communications supported out of the box



Managed Service

Concierge-style white-glove service. Success Managers. No interruptions.



Vetted, Reliable Talent

Vetted talent available *on demand*. No pile of resumes to screen.



International Compliance

No need to worry about payroll taxes and regulations for your remote talent.



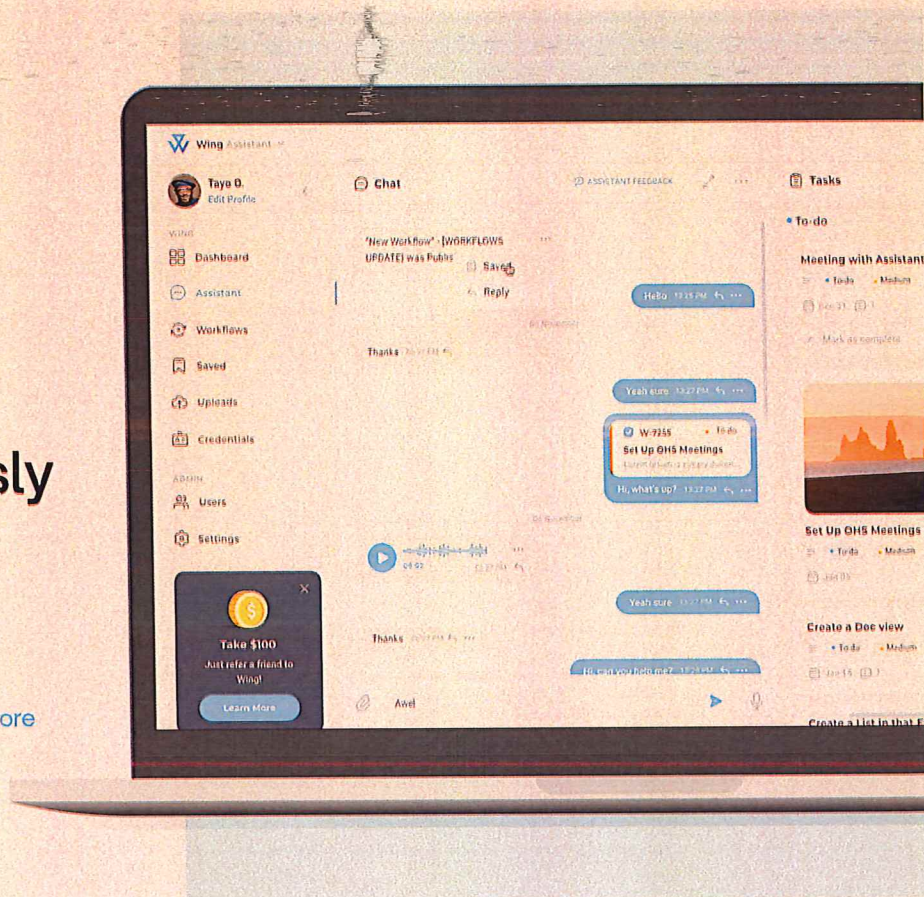
Many Ways to Connect

Slack, SMS, phone call, mobile & desktop apps, and Zapier integration.

The Product

Platform for seamlessly delegating work

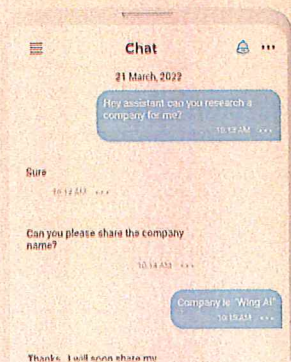
Chat, Workflows, Kanban, Voice, SMS, Slack and more



Core Features

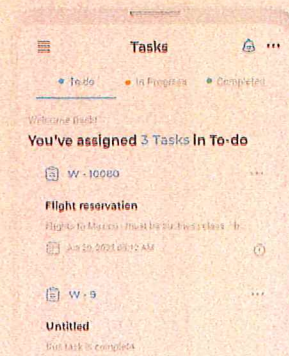
Realtime Chat

WhatsApp-like chat to communicate with your Wing Assistants



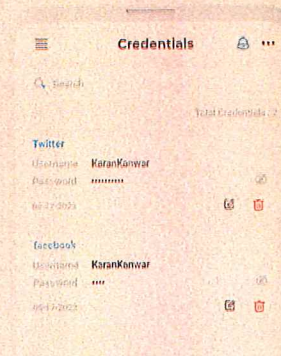
Task Management

Trello-style drag & drop kanban task board with advanced features



Secure Credentials

Credentials secured using AES-256 with audit logging



File Uploads

File & link sharing to securely share content with your assistant



Advanced Features

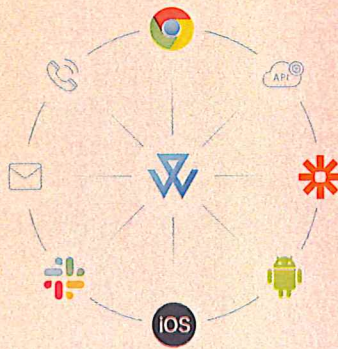
Wink Screen Recording

Train assistants faster by recording your screen - like Loom, but for processes



Integrations

Call, text, Slack, or use Zapier to give your Wing Assistant a task



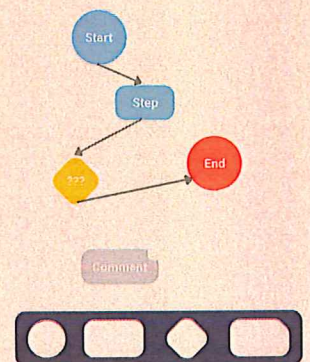
Calls, Voice Messaging

Video/voice calls, and voice messages, enabling smooth remote communication



Workflows

Explain complex, repeating processes with drag & drop and plain English



Where we are today

Current Offerings

Human talents handle tasks entirely

Content Writer

Customer Support Rep

Sales Development Rep

+ 22 more

We've *already* built
a category-leading
business



~36%
TAKE RATE

\$599
PRICES START

Dedicated human
labor required

What's coming next

Autopilot, Human + AI

Talents use AI apps, full-service offering

Content Writing App + Editor

Website Service Chat + CS Rep

Website Sales Chat + SDR

~70%
TAKE RATE

\$399
PRICES START

Pooled human
labor required

AI Apps

Customers operate AI apps themselves

Content Writing App

Website Service Chat

Website Sales Chat

~94%
TAKE RATE

\$99
PRICES START

No human labor
required

Combining our talent with AI will create unparalleled
experiences for our clients



TAM: \$340B

SAM: \$132B

SOM
\$6B GSV

Market Opportunity

A once-in-a-generation opportunity to rapidly capture market share

- Remote work is the norm
- AI is part of the global conversation
- Market risks push business to cut headcount

9.6% CAGR in the BPO space

Source: Market Research Future

57% of SMBs plan to adopt remote working options for employees in the long term



By 2025, online talent platforms could add \$2.7 trillion to global GDP

McKinsey&Company
MCKINSEY GLOBAL INSTITUTE

We're growing efficiently & predictably

3.4 month CAC payback period

Acquisition Economics

CAC (Last 12m)

\$1,659

ACV (Monthly)

\$1,318

ACV × Take Rate % (Monthly)

\$482

Payback Period

3.4 months

Acquisition Channels

PROVEN CHANNELS

Search Ads 61%

Affiliates 11%

Organic 11%





SHOWING PROMISE

Insta, FB, LinkedIn 10%

Email 6%

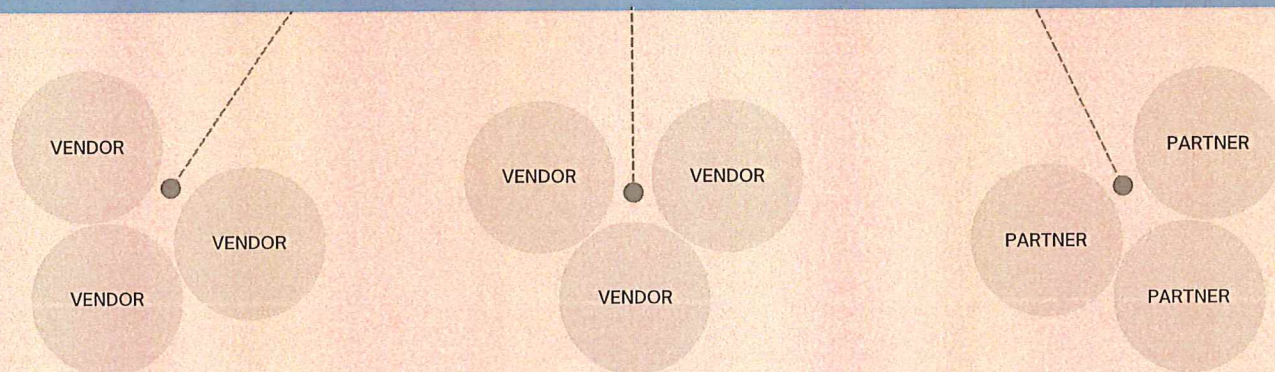
YouTube 1%

Our Competition

	 Wing	 Freelancer Marketplaces	 BPOs	 Virtual Assistants
Scaled Talent Acquisition	✓	●	●	✗
Tailored Product	✓	●	✗	✗
AI Vetted Talent	✓	✗	✗	✗

Wing uses *vendors* to complete work for clients

We focus on creating beautiful, purpose-built products, bringing ease of use to customers



Outsourcing the underlying labor to high-quality vendors

Enforcing quality aspects contractually and creating tools for them to seamlessly interact with customers



Mel Udtohan, Vendor

Taguig, Philippines 
Owner, Sunway Outsourcing

Vendor Case Study: Sunway Outsourcing

2019

Started his own outsourcing agency in the Philippines, Sunway Outsourcing

16 employees

2021

Signed up as a Wing Vendor, and grew his business by 26X in 1y, serving 350+ clients

Joined Wing!

2023

Exclusively serves Wing, 45X in 2y, serving 602 clients, added 9 new service verticals

723 employees

I never imagined I would have the opportunity to be running a company with 700+ employees. The rate of growth we've experienced working with Wing has been life-changing. We have had to scale up FAST.

\$4.8m

Total Billed via Wing

602

Clients Served

45x

Growth of Business

Widening Moats



Global vendor network & proprietary access to talent built over 3+ years that's inaccessible to outside parties



AI Recruiter leverages our proprietary data, allowing us to assess talent at scale. We hire the top 0.5% of talent in the world.

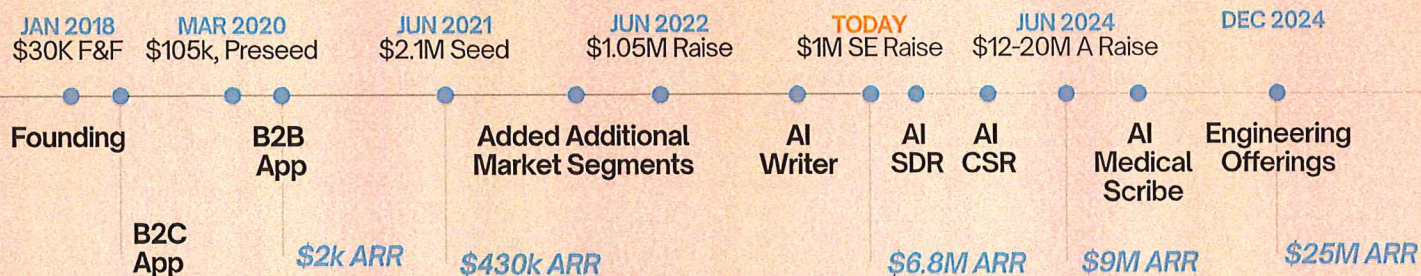


Data on over 5M+ messages & 100k+ tasks, Intelligent QA getting better weekly as customers engage with Wing



Product with deep focus on tasks, delegation & remote work, bespoke features built leveraging insights from client interviews.

Timeline of Events



On track to Series A in Q2 '24

- Forecasted to be at ~\$11M ARR in Q2 '24
- Adding 3 new AI products

Founding Team



Karan Kanwar
CEO

Morgan Stanley

BARNES & NOBLE Goldman Sachs

[TECHNOSSUS]

United Nations GA GENERAL ASSEMBLY

+1 exit



Martin Gomez
COO

TOURUP

wmbc UCI

PUBLIC LAW CENTER

CHAPMAN UNIVERSITY



Sai Gupta
CTO



BARNES & NOBLE

kea. comprehend



Roland Polzin
CMO

United Nations Peacekeeping

BUNDESWEHR

SAP ADVANTECH

Spireon

SURFACE VENTURES

BROOKSTONE VENTURE CAPITAL

Berkeley SKYDECK

Advisory



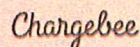
Neil Sahota

AI Advisor to the United Nations



Eric Chan

Head of Biz Dev, Chargebee



Mercedes-Benz



Shiva Rajaraman

fmr. CTO, We Company



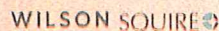
Mark Coopersmith

Faculty Director, UC Berkeley HaaS



Kenji Funahashi

Senior Partner, Wilson Sonsini



Jim Klingler

fmr. CFO, North American Scientific



Dr. Paul Lu

fmr. Director, Gulfstream



Financials

P&L	2023	2024	2025	2026	2027
ARR End of Period	\$8,003,591	\$25,206,859	\$80,774,013	\$172,939,614	\$315,310,155
Revenues					
Core Services	\$7,001,711	\$13,736,125	\$42,007,044	\$91,185,222	\$146,100,734
AI Solutions	\$44,949	\$1,601,216	\$7,895,866	\$28,394,192	\$82,348,327
Total Revenues	\$7,046,660	\$15,337,341	\$49,902,910	\$119,579,414	\$228,449,061
Cost of Revenues	\$1,320,549	\$2,741,245	\$8,451,029	\$19,768,634	\$37,667,877
Operating Expenses					
Marketing	\$4,221,497	\$9,476,185	\$33,947,603	\$74,247,603	\$123,897,603
Technology	\$364,700	\$746,175	\$1,940,000	\$2,535,000	\$2,788,500
Operations, Other	\$1,256,851	\$1,838,106	\$4,238,055	\$3,691,463	\$3,740,945
Total Operating Expenses	\$5,843,048	\$12,060,466	\$40,125,658	\$80,474,067	\$130,127,048
Net Income	-\$116,937	-\$264,370	\$1,326,222	\$19,336,714	\$60,354,136

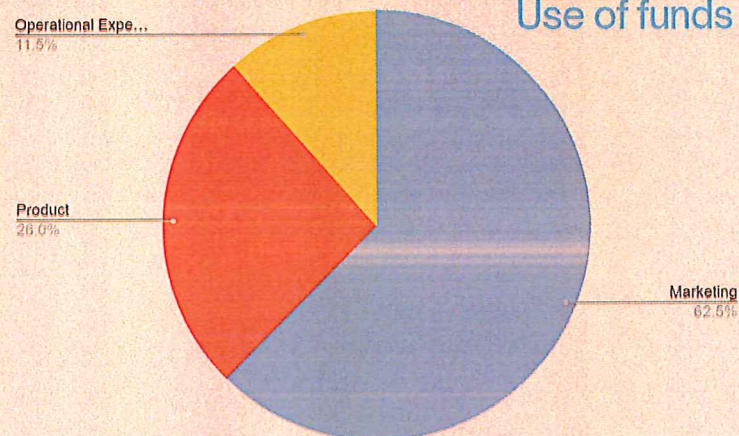
\$16M Series A Round Funding for Marketing/Profitability & Product Innovation



MILESTONE
Reach Profitability in Early 2024



MILESTONE
9 New AI Products by End of 2025



Exit Strategies

We see the potential for a strategic exit within 3-5 years

Strategic M&A

Active Landscape



Indirect Competitors

New Offering

fiverr.upwork

Direct Competitors

New Customers

 TaskUs™
 supportninja

BPOs

New Market





Data Companies

Proprietary Data

  OpenAI

IPO
Consideration

Join us in
creating the
future of
work.



Thank you!

Highlights



~\$15,000 LTV
with a great CAC:LTV ratio



Proprietary technology
drives scale in multiple areas



\$340B Market
growing at 9.6% CAGR



Predictable & efficient growth
3.4 month payback period

Contact



Karan Kanwar, CEO
karan@getwingapp.com

O-1A PETITION BY WING AI ON BEHALF OF KARAN KANWAR

Petitioner: WING AI TECHNOLOGIES, INC.

Beneficiary: KARAN RAKESH KANWAR

- Wing AI SAFE Agreement Signed by Surface Ventures – Valuation Cap of \$21M

THIS INSTRUMENT AND ANY SECURITIES ISSUABLE PURSUANT HERETO HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE “**SECURITIES ACT**”), OR UNDER THE SECURITIES LAWS OF CERTAIN STATES. THESE SECURITIES MAY NOT BE OFFERED, SOLD OR OTHERWISE TRANSFERRED, PLEDGED OR HYPOTHECATED EXCEPT AS PERMITTED UNDER THE ACT AND APPLICABLE STATE SECURITIES LAWS PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT OR AN EXEMPTION THEREFROM.

WING AI TECHNOLOGIES, INC.

SAFE
(Simple Agreement for Future Equity)

THIS CERTIFIES THAT in exchange for the payment by Surface Ventures II, LP, by its General Partner, Surface Ventures II GP LLC (the “**Investor**”) of \$600,000 (the “**Purchase Amount**”) on or about July 7, 2023, Wing AI Technologies, Inc., a Delaware corporation (the “**Company**”), hereby issues to the Investor the right to certain shares of the Company’s capital stock, subject to the terms set forth below.

The “**Valuation Cap**” is \$21,000,000. See **Section 2** for certain additional defined terms.

1. Events

(a) **Equity Financing.** If there is an Equity Financing before the expiration or termination of this instrument, the Company will automatically issue to the Investor either: (1) a number of shares of Standard Preferred Stock equal to the Purchase Amount divided by the price per share of the Standard Preferred Stock, if the pre-money valuation is less than or equal to the Valuation Cap; or (2) a number of shares of Safe Preferred Stock equal to the Purchase Amount divided by the Safe Price, if the pre-money valuation is greater than the Valuation Cap.

In connection with the issuance of Standard Preferred Stock or Safe Preferred Stock, as applicable, by the Company to the Investor pursuant to this Section 1(a):

(i) The Investor will execute and deliver to the Company all transaction documents related to the Equity Financing; *provided*, that such documents are the same documents to be entered into with the purchasers of Standard Preferred Stock, with appropriate variations for the Safe Preferred Stock if applicable, and *provided further*, that such documents have customary exceptions to any drag-along applicable to the Investor, including, without limitation, limited representations and warranties and limited liability and indemnification obligations on the part of the Investor; and

(ii) The Investor and the Company will execute a Pro Rata Rights Agreement, unless the Investor is already included in such rights in the transaction documents related to the Equity Financing.

(b) **Liquidity Event.** If there is a Liquidity Event before the expiration or termination of this instrument, the Investor will, at its option, either (i) receive a cash payment equal to the Purchase Amount (subject to the following paragraph) or (ii) automatically receive from the Company a number of shares of Common Stock equal to the Purchase Amount divided by the Liquidity Price, if the Investor fails to select the cash option.

In connection with Section (b)(i), the Purchase Amount will be due and payable by the Company to the Investor immediately prior to, or concurrent with, the consummation of the Liquidity Event. If there are not enough funds to pay the Investor and holders of other Safes (collectively, the “**Cash-Out Investors**”) in full, then all of the Company’s available funds will be distributed with equal priority and *pro rata* among the Cash-Out Investors in proportion to their Purchase Amounts, and the Cash-Out Investors will automatically receive the number of shares of Common Stock equal to the remaining unpaid Purchase Amount divided by the Liquidity Price. In connection with a Change of Control

intended to qualify as a tax-free reorganization, the Company may reduce, *pro rata*, the Purchase Amounts payable to the Cash-Out Investors by the amount determined by its board of directors in good faith to be advisable for such Change of Control to qualify as a tax-free reorganization for U.S. federal income tax purposes, and in such case, the Cash-Out Investors will automatically receive the number of shares of Common Stock equal to the remaining unpaid Purchase Amount divided by the Liquidity Price.

(c) **Dissolution Event.** If there is a Dissolution Event before this instrument expires or terminates, the Company will pay an amount equal to the Purchase Amount, due and payable to the Investor immediately prior to, or concurrent with, the consummation of the Dissolution Event. The Purchase Amount will be paid prior and in preference to any Distribution of any of the assets of the Company to holders of outstanding Capital Stock by reason of their ownership thereof. If immediately prior to the consummation of the Dissolution Event, the assets of the Company legally available for distribution to the Investor and all holders of all other Safes (the “**Dissolving Investors**”), as determined in good faith by the Company’s board of directors, are insufficient to permit the payment to the Dissolving Investors of their respective Purchase Amounts, then the entire assets of the Company legally available for distribution will be distributed with equal priority and *pro rata* among the Dissolving Investors in proportion to the Purchase Amounts they would otherwise be entitled to receive pursuant to this Section 1(c).

(d) **Termination.** This instrument will expire and terminate (without relieving the Company of any obligations arising from a prior breach of or non-compliance with this instrument) upon either (i) the issuance of stock to the Investor pursuant to Section 1(a) or Section 1(b)(ii); or (ii) the payment, or setting aside for payment, of amounts due the Investor pursuant to Section 1(b)(i) or Section 1(c).

2. **Definitions**

“**Capital Stock**” means the capital stock of the Company, including, without limitation, the “**Common Stock**” and the “**Preferred Stock**.”

“**Change of Control**” means (i) a transaction or series of related transactions in which any “person” or “group” (within the meaning of Section 13(d) and 14(d) of the Securities Exchange Act of 1934, as amended), becomes the “beneficial owner” (as defined in Rule 13d-3 under the Securities Exchange Act of 1934, as amended), directly or indirectly, of more than 50% of the outstanding voting securities of the Company having the right to vote for the election of members of the Company’s board of directors, (ii) any reorganization, merger or consolidation of the Company, other than a transaction or series of related transactions in which the holders of the voting securities of the Company outstanding immediately prior to such transaction or series of related transactions retain, immediately after such transaction or series of related transactions, at least a majority of the total voting power represented by the outstanding voting securities of the Company or such other surviving or resulting entity or (iii) a sale, lease or other disposition of all or substantially all of the assets of the Company.

“**Company Capitalization**” means the sum, as of immediately prior to the Equity Financing, of: (1) all shares of Capital Stock (on an as-converted basis) issued and outstanding, assuming exercise or conversion of all outstanding vested and unvested options, warrants and other convertible securities, but excluding (A) this instrument, (B) all other Safes, and (C) convertible promissory notes; and (2) all shares of Common Stock reserved and available for future grant under any equity incentive or similar plan of the Company, and/or any equity incentive or similar plan to be created or increased in connection with the Equity Financing.

“**Distribution**” means the transfer to holders of Capital Stock by reason of their ownership thereof of cash or other property without consideration whether by way of dividend or otherwise, other than dividends on Common Stock payable in Common Stock, or the purchase or redemption of Capital Stock by the Company or its subsidiaries for cash or property other than: (i) repurchases of Common Stock held by employees, officers, directors or consultants of the Company or its subsidiaries pursuant to an agreement providing, as applicable, a right of first refusal or a right to

repurchase shares upon termination of such service provider's employment or services; or (ii) repurchases of Capital Stock in connection with the settlement of disputes with any stockholder.

"Dissolution Event" means (i) a voluntary termination of operations, (ii) a general assignment for the benefit of the Company's creditors or (iii) any other liquidation, dissolution or winding up of the Company (excluding a Liquidity Event), whether voluntary or involuntary.

"Equity Financing" means a bona fide transaction or series of transactions with the principal purpose of raising capital, pursuant to which the Company issues and sells Preferred Stock at a fixed pre-money valuation.

"Initial Public Offering" means the closing of the Company's first firm commitment underwritten initial public offering of Common Stock pursuant to a registration statement filed under the Securities Act.

"Liquidity Capitalization" means the number, as of immediately prior to the Liquidity Event, of shares of Capital Stock (on an as-converted basis) outstanding, assuming exercise or conversion of all outstanding vested and unvested options, warrants and other convertible securities, but excluding: (i) shares of Common Stock reserved and available for future grant under any equity incentive or similar plan; (ii) this instrument; (iii) other Safes; and (iv) convertible promissory notes.

"Liquidity Event" means a Change of Control or an Initial Public Offering.

"Liquidity Price" means the price per share equal to the Valuation Cap divided by the Liquidity Capitalization.

"Pro Rata Rights Agreement" means a written agreement between the Company and the Investor (and holders of other Safes, as appropriate) giving the Investor a right to purchase its *pro rata* share of private placements of securities by the Company occurring after the Equity Financing, subject to customary exceptions. *Pro rata* for purposes of the Pro Rata Rights Agreement will be calculated based on the ratio of (1) the number of shares of Capital Stock owned by the Investor immediately prior to the issuance of the securities to (2) the total number of shares of outstanding Capital Stock on a fully diluted basis, calculated as of immediately prior to the issuance of the securities.

"Safe" means an instrument containing a future right to shares of Capital Stock, similar in form and content to this instrument, purchased by investors for the purpose of funding the Company's business operations.

"Safe Preferred Stock" means the shares of a series of Preferred Stock issued to the Investor in an Equity Financing, having the identical rights, privileges, preferences and restrictions as the shares of Standard Preferred Stock, other than with respect to: (i) the per share liquidation preference and the conversion price for purposes of price-based anti-dilution protection, which will equal the Safe Price; and (ii) the basis for any dividend rights, which will be based on the Safe Price.

"Safe Price" means the price per share equal to the Valuation Cap divided by the Company Capitalization.

"Standard Preferred Stock" means the shares of a series of Preferred Stock issued to the investors investing new money in the Company in connection with the initial closing of the Equity Financing.

3. *Company Representations*

(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 instrument is within the power of the Company and, other than with respect to the actions to be taken when equity is to be issued to the Investor, has been duly authorized by all necessary actions on the part of the Company. This instrument 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) The performance and consummation of the transactions contemplated by this instrument 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) No consents or approvals are required in connection with the performance of this instrument, other than: (i) the Company's corporate approvals; (ii) any qualifications or filings under applicable securities laws; and (iii) necessary corporate approvals for the authorization of Capital Stock issuable pursuant to Section 1.

(e) To its knowledge, the Company owns or possesses (or can obtain on commercially reasonable terms) sufficient legal rights to all patents, trademarks, service marks, trade names, copyrights, trade secrets, licenses, information, processes and other intellectual property rights necessary for its business as now conducted and as currently proposed to be conducted, without any conflict with, or infringement of the rights of, others.

4. *Investor Representations*

(a) The Investor has full legal capacity, power and authority to execute and deliver this instrument and to perform its obligations hereunder. This instrument constitutes valid and binding obligation of the Investor, 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) The Investor is an accredited investor as such term is defined in Rule 501 of Regulation D under the Securities Act. The Investor has been advised that this instrument and the underlying securities have not been registered under the Securities Act, or any state securities laws and, therefore, 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. The Investor is purchasing this instrument and the securities to be acquired by the Investor 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 the Investor has no present intention of selling, granting any participation in, or otherwise distributing the same. The Investor has such knowledge and experience in financial and business matters that the Investor is capable of evaluating the merits and risks of such investment, is able to incur a complete loss of such investment without impairing the Investor's financial condition and is able to bear the economic risk of such investment for an indefinite period of time.

5. *Miscellaneous*

(a) Any provision of this instrument may be amended, waived or modified only upon the written consent of the Company and the Investor.

(b) Any notice required or permitted by this instrument will be deemed sufficient when delivered personally or by overnight courier or sent by email to the relevant address listed on the signature page, or 48 hours after being deposited in the U.S. mail as certified or registered mail with postage prepaid, addressed to the party to be notified at such party's address listed on the signature page, as subsequently modified by written notice.

(c) The Investor is not entitled, as a holder of this instrument, to vote or receive dividends or be deemed the holder of Capital Stock for any purpose, nor will anything contained herein be construed to confer on the Investor, 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 subscription rights or otherwise until shares have been issued upon the terms described herein.

(d) Neither this instrument 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; *provided, however*, that this instrument and/or the rights contained herein may be assigned without the Company's consent by the Investor to any other entity who directly or indirectly, controls, is controlled by or is under common control with the Investor, including, without limitation, any general partner, managing member, officer or director of the Investor, or any venture capital fund now or hereafter existing which is controlled by one or more general partners or managing members of, or shares the same management company with, the Investor; and *provided, further*, that the Company may assign this instrument in whole, without the consent of the Investor, in connection with a reincorporation to change the Company's domicile.

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

(f) 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.

(Signature page follows)

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

Wing AI Technologies, Inc.:

By:  _____
C588E4700F8C4A1...
Karan Kanwar, CEO

Address:

6415 Schmidt Ln, Apt B311

El Cerrito, CA 94530

Email: karan@getwingapp.com

**Surface Ventures II, LP, by its General Partner,
Surface Ventures II GP LLC:**

By:  _____
5EADBC78A65648F...
*Dimitri Boguslavsky,
Co-Managing Member of the General Partner*

Address:

104 Fifth Ave. 17th floor,

New York, NY 10011

Email: dimitri@surface.vc

O-1A PETITION BY WING AI TECHNOLOGIES INC. ON BEHALF OF KARAN KANWAR

Petitioner: WING AI TECHNOLOGIES, INC.

Beneficiary: KARAN RAKESH KANWAR

Exhibit 4: Critical and Leading Role

MR. KARAN KANWAR HAS BEEN EMPLOYED IN A CRITICAL AND LEADING ROLE AT ORGANIZATIONS WITH DISTINGUISHED REPUTATION.

- Wing AI Technologies Inc. as an organization with a distinguished reputation
 - Evidence of the Beneficiary's Employment with Wing AI Technologies
 - Website
 - Valuation Cap of \$21M
 - Revenue Metrics
 - Evidence of Notable Clients (Johnson & Johnson, MIT, Notion, and RingCentral)
 - Evidence of Capital Raised- Cap Table
- Technossus as an organization with a distinguished reputation
 - Evidence of the Beneficiary's Employment with Technossus
 - Website
 - Media Articles about Technossus
- Morgan Stanley as an organization with a distinguished reputation
 - Evidence of the Beneficiary's Employment with Morgan Stanley
 - Website
 - Media Articles about Morgan Stanley

O-1A PETITION BY WING AI TECHNOLOGIES INC. ON BEHALF OF KARAN KANWAR

Petitioner: WING AI TECHNOLOGIES, INC.

Beneficiary: KARAN RAKESH KANWAR

- Wing AI Technologies Inc. as an organization with a distinguished reputation
 - Evidence of the Beneficiary's Employment with Wing AI Technologies
 - Website
 - Valuation Cap of \$21M
 - Revenue Metrics
 - Evidence of Notable Clients (Johnson & Johnson, MIT, Notion, and RingCentral)
 - Evidence of Capital Raised- Cap Table

O-1A PETITION BY WING AI TECHNOLOGIES INC. ON BEHALF OF KARAN KANWAR

Petitioner: WING AI TECHNOLOGIES, INC.

Beneficiary: KARAN RAKESH KANWAR

- Evidence of the Beneficiary's Employment with Wing AI Technologies



Wing AI Technologies, Inc.

April 2nd, 2021

My name is Martin Gomez, and I am Co-founder at Wing AI Technologies, Inc. I can confirm that Karan Kanwar has been offered the position of Chief Executive Officer at Wing AI Technologies, Inc.'s U.S. office.

In this role, Mr. Kanwar will be responsible for:

- Directly leading and overseeing the company's fundraising rounds;
- Developing the company's vision and providing inspiring leadership company-wide;
- Making high-level decisions about policy and strategy;
- Reporting to the board of directors and keeping them informed;
- Developing and implementing operational policies and a strategic plan;
- Acting as the primary spokesperson for the company;
- Developing the company's culture and values;
- Overseeing the recruiting of new staff members;
- Overseeing the company's fiscal activity, including budgeting, financial reporting, and tax;
- Assuring all legal and regulatory documents are filed and monitor compliance with laws and regulations;
- Building alliances and partnerships with other organizations;
- Overseeing the day-to-day operation of the company.

We are thrilled for Mr. Kanwar to join our company. For his services, he will receive an annual salary of \$90,000.00 plus 30% of equity valued at \$2.1 Million USD.

If you have any questions regarding Mr. Kanwar, please do not hesitate to contact me.

Sincerely,

DocuSigned by:

94985650E987468...

Martin Gomez

Co-founder at Wing AI

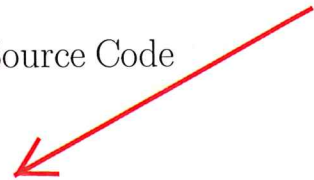
martin@getwingapp.com

WING AI TECHNOLOGIES Source Code

WingWebAPIs

- Saideep Gupta, Karan Kanwar

September 1, 2020





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February 07, 2020

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4.2/5





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Karan Kanwar


Maker






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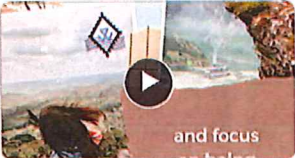
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About

Wing is an affordable service that gives businesses & their employees access to top-notch human assistants, assisted by AI, that can handle all sorts of business processes, administrative processes, and annoying/repetitive work. We are an assistant that can do scheduling, data entry, customer support, and many other thin... [see more](#)

[See all details](#)


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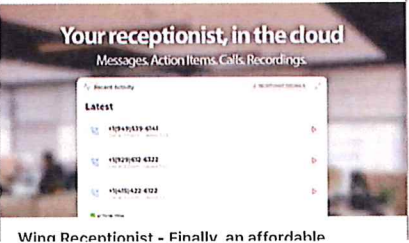
We just launched Wing for Business on Product Hunt! 🎉👍 [...see more](#)






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Today marks the end of spending time on the phone: [...see more](#)




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O-1A PETITION BY WING AI TECHNOLOGIES INC. ON BEHALF OF KARAN KANWAR

Petitioner: WING AI TECHNOLOGIES, INC.

Beneficiary: KARAN RAKESH KANWAR

- Website



Wing Takes Flight with Smart Technology

Startup

June 20, 2019 By Jennifer Garcia

We can all use an extra hand to make life run smoother. And, for some, that help comes from an app.

Wing is the smart assistant app that uses artificial intelligence (AI) technology – and real people – to work around the clock to make sure that everything from the menial tasks, like ordering an Uber, to the important to-do's, such as booking a last-minute flight, are handled.

As freshman at UCI with messy dorm rooms and a parental visit around the corner, a thought occurred to early founders Karan Kanwar and Martin Gomez: there isn't a service available to help them tackle their last minute tasks.

"It was 3:00 a.m., our parents were coming the next morning at 8:00 a.m., we had clothes piled up, old take-out wrappers, unmade beds, open water bottles, papers slacked up on our desks, cables running across the room, and empty water bottles under our beds," said Gomez.

Kanwar asked himself, "Why isn't there just a way to get someone to help with this tiny odd job? We should look into that."

The late night experience launched their idea for Wing.

The app uses AI to pull reviews from websites and apps such as Yelp, Google and Foursquare and ranks them internally when it outsources jobs to complete a customer's task request.

"We developed a technology that enables us to contact a business," said Kanwar. "If a customer needs a plumber, then the app goes on Yelp and finds the top 10 businesses that do plumbing and calls them using an AI system."

In 2018, the team won \$10,000 and first place in the "Consumer Services" category during the UCI New Venture Competition and was automatically enrolled into UCI Beall Applied Innovation's Waiver

removed competition and was automatically enrolled into UCI Beall Applied Innovation's [Wayfinder](#) program (then called UCI Applied Innovation).

"The Wayfinder program has given us an ecosystem where we can seek industry standard level advice from experts who have done it," said Gomez. "It's provided the fuel for us to have exposure in the Irvine tech-hub, yet has situated us in environments that put the business to the test."

Their original idea consisted of an assistance app for students and has now changed to a premium-based model with a focus on working professionals.

Recent developments include an interactive calendar that allows the user to add tasks and a proprietary tool that translates audio messages into requests.

Wing's technology also tracks the users "habits," or, according to the app, a repetitious behavior the user makes within a certain time period.

"Monday and Wednesday, a customer orders an Uber, we begin to form a trend and on day three or day four, our app would ask the user 'we noticed you did this pattern, do you want to make it a habit?'" said Gomez.

Wing operates in the Newport Beach area with plans to expand into the rest of Orange County and Los Angeles County by the end of the year. They plan to raise their first investment round this summer, making it their next major milestone.

"That's going to be our way to cement our operations team as well as firming up as a proper working functional company, that's basically going to look like a 1.5 million dollar open equity round," said Kanwar.

Learn more about [Wing](#).

*Cover: Pictured is the Wing application on a mobile device. Photo by: Amy Vong

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EXAMPLES OF

What Wing can do

We can do any work that doesn't require highly specialized knowledge. Some examples include



Expenses & Invoices



Research



Scheduling & Reminders



Data Entry



Sourcing



Shopping & Supplies



...and anything else!

EXAMPLES OF

What Wing is Already Doing for Companies

MOVING COMPANY, LOS ANGELES



USER: Wing, everytime we do 5 moves, can you order 50ct boxes to the office? Make sure the 50ct is less than \$50

WING: I'm on it!

WHAT WING DID

Wing set it up so we would be notified on every moving job the company did, and after they had completed 5 moves, Wing would go ahead and begin sourcing the boxes - we knew the size & variant the company preferred, so whenever those fit the target price, we purchased those & delivered to their office.

50-PERSON REMOTE TEAM, GLOBAL



USER: Get all my employee beer delivered for the con happy hour tonight at 6pm

WING: You got it!

WHAT WING DID

Wing checked the company's human r to get a list of addresses on file, then a updated addresses with all 50 employ engaged 23 different delivery services the 23 territories around the world to g done by 5:45PM ET.

How Wing Works

It's as simple as asking — and we handle the rest

1. Ask Wing for Help

Text us what you need done, and we'll get on it right away!

You can ask via the web or mobile apps, a Slack Integration, or a via dedicated phone number you can

call/text.



iOS



2. We Get to Work

3. You're Happy!



Wing is Unlimited

For a low monthly fixed price, you're getting a dedicated team of assistants **to work on as much as you'd like**, much like having a full-time employee who is available to take on work for you whenever you need help. **Wing doesn't do hourly rates & calculations.** Starting at just \$699/mo, you're able to get a truly unlimited assistant.

[Read more about Unlimited in our FAQ.](#) →

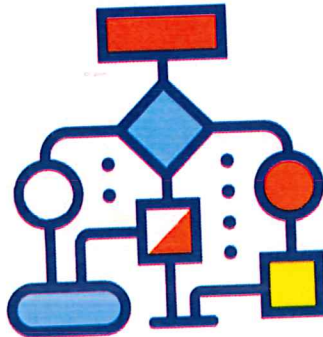
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Additional Benefits

Wing is more than your average VA service, we offer unparalleled benefits to our customers

New Workflow

RUN



Complex, Repetitive Tasks? Use Workflows

With Workflows, you can create incredibly complex tasks by simply dragging & dropping. Set them to run as often as you want, or ask Wing to run them ad-hoc

- ✓ Simple Drag and Drop UI
- ✓ Explain Steps in Plain English ⓘ
- ✓ Set & Forget ⓘ

[Get Started](#)



Need to Leverage Our Expertise

Wing has former consultants on staff from top consulting firms like PwC, Deloitte, and more - all available to help optimize your processes & workflow.

- ✓ Expertise in several industries
- ✓ Advice & guidance from experienced consultants
- ✓ Free sessions for customers

[Get Started](#)

Wing Integrates With Everything

Whether it's Slack, Salesforce, Zoom, LinkedIn, Asana, Trello, MailChimp, Zapier, or anything else, Wing can manage, update, and handle it

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 freshchat

 INTERCOM

zendesk

 freshdesk

EXPLORE

Why Wing is Right for You

Made for businesses of all sizes and types - Wing can always help



Maximize Your Team

Allow your team to focus on what's important.
Leave the rest to us. We'll take care of it.



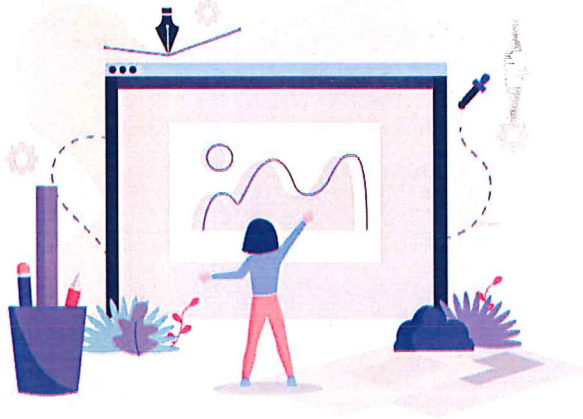
Save Money

Wing's virtual assistant service costs **85% less**
than a traditional employee



See Better Results

Improve every metric you care about with your team focused on what they were hired to do



"I felt like I could tackle anything with Wing"

Running my 9 person engineering team was a nightmare before Wing - I used to be in the office dealing with customer support issues and keeping my team informed - but ever since I gave the reins to Wing, my customer support is handled, my employees are informed of what needs to be done - and I can go home by 6pm feeling at ease.

Rachel J.
CEO, Wind Tech Delaware

Pricing

Monthly



Annually

2 MONTHS FREE

BASIC

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\$699/mo

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✓ Dedicated Assistant ⓘ

✓ Unlimited Work ⓘ





- ✓ Works **Anywhere** in the world ⓘ
- ✓ 3 Minute Response Time
- ✓ Call & Text Wing, Mobile/Web Apps & Slack
- ✓ Access to **Experts** ⓘ
- ✗ Workflows ⓘ
- ✗ 24/7 Automated Call Answering ⓘ
- ✗ Outbound Calls ⓘ

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To spend on anything! For businesses that start this week: Get \$100 in purchasing credit applied to your account - you can use this to buy anything through Wing

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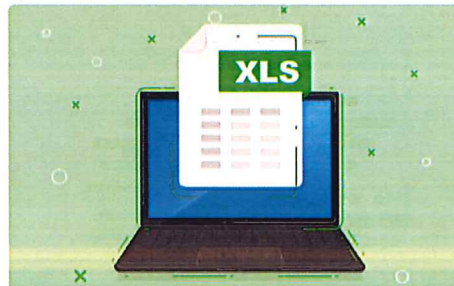
More on Wing

Read some articles our team put together on how you might use Wing at your business



How Wing Can Help Supply Your Business

One consideration in running a business are the supplies you need to keep a company running. How will you tool your offices? Feed your employees? Wing can help with these mundane things.



How Wing Can Help Organize Your Business

Organizing job candidates, onboarding new hires, generating spreadsheets, or even compiling verification letters, Wing can help your company organize its business processes.



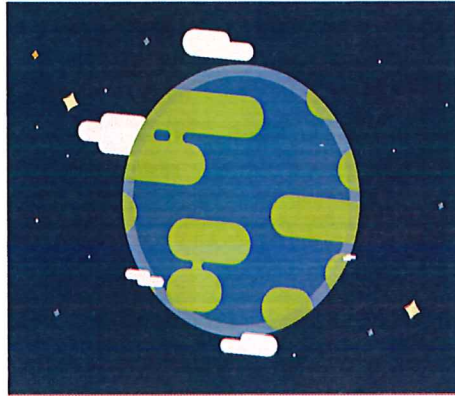
How Wing Can Help You With Research

You can delegate critically important tasks like lead generation, accounting, and project management to Wing for Business, and it'll be able to tackle it all for you.



Our Story

Relationships are important, so we want to make sure you know who we are, and what we're trying to do.



Growing Rapidly

Businesses all over the world are adopting Wing, and loving it. Our human/AI hybrid approach means that v
is always high quality, but thanks to AI, incredibly
affordable as compared to others virtual assistant
companies.

Ready to Explore Wing?

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Wing AI
2150 Shattuck Ave,
Berkeley, CA 94704

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6/25/2020

Re_KP.html


From : Bryan.D.Sivak@kp.org
To : "Karan Kanwar" <karan@getwingapp.com>
Date : Tue, 21 Apr 2020 06:14:43 -0700
Subject : Re: KP

Great -- works like a charm and I just sent it out to a few people. Let me know how you see signups go?

From: Karan Kanwar <karan@getwingapp.com>
Sent: Monday, April 20, 2020 09:00
To: Bryan D Sivak <Bryan.D.Sivak@kp.org>
Subject: Re: KP

Hi Bryan,

It's ready! If you get the new app update it should be ready to go. I would recommend reinstalling as we've remote wiped your account.

We went ahead and deleted your account and added a message for those with @kp.org emails 

Have a great week. Thank you again! [Here](#) is a link to the store.

Best,

Karan Kanwar
CEO, Wing AI Technologies
T: +1(949)529-6102
E: karan@getwingapp.com

----- On Sun, 19 Apr 2020 19:54:25 -0700 **Bryan D Sivak** <Bryan.D.Sivak@kp.org> wrote -----

No worries -- just want to make sure it's right. Let me know when it's ready to test again.

From: Karan Kanwar <karan@getwingapp.com>
Sent: Friday, April 17, 2020 22:41
To: Bryan D Sivak <Bryan.D.Sivak@kp.org>
Subject: Re: KP

Of course! Our team pushed the fix yesterday evening, it should be live in the Apple store by tomorrow :-)

I'll have my team delete your current account and message you when that's all done!

Thank you for your patience with this.

Best,

Karan Kanwar
CEO, Wing AI Technologies
T: +1(949)529-6102
E: karan@getwingapp.com

----- On Fri, 17 Apr 2020 05:18:14 -0700 **Bryan D Sivak** <Bryan.D.Sivak@kp.org> wrote -----

Great, thanks. Any chance you can delete my account so I can go through the sign up process again from scratch when it is fixed?

From: Karan Kanwar <karan@getwingapp.com>
Sent: Thursday, April 16, 2020 9:06:50 PM
To: Bryan D Sivak <Bryan.D.Sivak@kp.org>
Subject: Re: KP

So sorry! I just checked in, our development team added Kaiser's domain to the whitelist, but had it as "<http://kaiserpermanente.org>".

The subscription screen shouldn't be there for Kaiser, however, on the backend, it already currently automatically applies 30 days for free to <http://kp.org> and <http://kaiserpermanente.org> -- though we don't want to create any confusion as a result of that screen being there for you or your team. We will resolve this today & I will get back to you asap!

Best,

Karan Kanwar
CEO, Wing AI Technologies
T: +1(949)529-6102
E: karan@getwingapp.com

----- On Thu, 16 Apr 2020 14:30:23 -0700 **Bryan D Sivak** <Bryan.D.Sivak@kp.org> wrote -----

Hmm, seem to be running into a problem -- I signed up using my KP address and went through the registration process in the app. But now I'm on a screen that is asking me to sign up for a "standard" or "plus" subscription. Any thoughts?

Bryan

From: Bryan D Sivak <Bryan.D.Sivak@kp.org>
Sent: Thursday, April 16, 2020 15:00
To: Karan Kanwar <karan@getwingapp.com>
Subject: Re: KP

Awesome, thanks. I'll run through the signup myself first and let you know if I have any additional questions. If not, I'll just send it out tonight and we'll see what happens!

Bryan

From: Karan Kanwar <karan@getwingapp.com>
Sent: Thursday, April 16, 2020 14:57
To: Bryan D Sivak <Bryan.D.Sivak@kp.org>
Subject: Re: KP

Hi Bryan,

Of course-

1) They will get one email upon sign up, and one email a few days in telling them more about what they can do with Wing. That's all!

2) We are hopefully prepared for this scenario :-)) if it gets extreme we have a waitlist system that can temporarily block sign-ups until we fix the capacity problem.

Thank you once again, our intent here is just to be helpful as we know frontline staff are having a rough time right now.

Hope you and your team are well!

Best,
Karan

----- On Thu, 16 Apr 2020 06:29:05 -0700 Bryan.D.Sivak@kp.org wrote -----

Thank, Karan. Two quick things before I send this out:

- 1) I just want to confirm that KP folks who sign up for this won't be spammed or otherwise contacted unless necessary for some reason. Last thing I would like to see are a bunch of complaints coming from this. I'm suspect I know your answer but just want to make sure we are on the same page.
- 2) Also, conforming again for the record that once this is in the wild, it could spread quickly. I'll only send it to a handful of people but just triple checking that you're aware :).

Bryan

From: Karan Kanwar <karan@getwingapp.com>
Sent: Thursday, April 16, 2020 8:30:05 AM
To: Bryan D Sivak <Bryan.D.Sivak@kp.org>
Subject: Re: KP

Caution: This email came from outside Kaiser Permanente. Do not open attachments or click on links if you do not recognize the sender.

Hi Bryan,

Thank you so much for your time on the call. We've gone ahead and put together a landing page for Kaiser, where (ideally) 100-300 staff members will be able to start using Wing right away. We also wrote a sample email to save you time, hopefully, that is helpful - but feel free to edit it as you see fit.

Wing is offering our staff their dedicated personal assistant service free for a month to those who sign up on a first come first serve basis. They are able to help you get absolutely anything done, as long as it is legal & possible. In this difficult time, Wing will be able to do things like: handle your errands, deliver food/groceries/etc, sort out tutoring for kids, etc. Wing uses third parties to deliver service, so there will still be a cost associated with deliveries, etc., however, they handle everything for you- all you have to do is ask.

During sign up, just use your Kaiser email address. You can learn more & get Wing here: <https://getwingapp.com/kaiser>

Best,

Karan Kanwar

CEO, Wing AI Technologies
T: +1(949)529-6102
E: karan@getwingapp.com

----- On Tue, 14 Apr 2020 17:50:34 -0700 **Karan Kanwar** <karan@getwingapp.com> wrote -----

Amazing! I'll have my team put together a landing page pretty quickly and get that to you by tomorrow. Thank you for the insight RE: Circles by Sodexo. I'd love to see if we could help blow them out of the water in terms of price & ease of use down the road. Thank you so much for circulating with care, we noticed the 217,000 employee count. :)

Best,

Karan Kanwar
CEO, Wing AI Technologies
T: +1(949)529-6102
E: karan@getwingapp.com

----- On Tue, 14 Apr 2020 16:13:50 -0700 **Bryan D Sivak** <Bryan.D.Sivak@kp.org> wrote -----

One guy got back to me pretty quickly and said he would be interested. Haven't heard from the others I copied on the email yet. Evidently they have access to something called Circles by Sedexo but it is a pain to use as it requires a form to be filled out for every request. I'm sure that's to prevent a lot of usage. Anyway, I'm sure there will be some folks who are interested, and I can also circulate amongst a few west coast folks whom I suspect would give it a shot. Like I said I just want to make sure KP doesn't crush you :).

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6/25/2020

Welcome new Postmates API delivery partner.html

From : welcome-api@postmates.com
To : "karan@getwingapp.com" < karan@getwingapp.com >
Date : Sat, 14 Dec 2019 20:47:58 -0800
Subject : Welcome new Postmates API delivery partner

Hi Karan,

Thank you for partnering with Postmates!

Below is all of the information you will need to better understand the structure of the Postmates Delivery API (Delivery as a Service). You should now be able to access your API key when you log into the portal. From developer documentation to pricing, refunds, and support, you will find it all below. Feel free to review with your team and let us know if you have any questions. Looking forward to hearing back from you soon!

Postmates Push - No developer work needed!

If you would like to place a simple delivery from point A to point B manually, you can use our pre-made web interface to request a Postmate to deliver your order.

Log into the [Partner Dashboard](#)

Click on "Create Delivery"

Fill out the needed information and request a driver

Here is a [video](#) of how to place a delivery

[General API Services](#)

Developer Documentation

The following [documentation](#) can be shared with your developer team. They will be able to find everything from webhooks to endpoints to help build out your API integration.

Here you will find a general description of Postmates API services including Pricing, Refunds, and Cancellations. A high-level overview can also be found [here](#).

API Live Order Support

We have a team that works 24x7 to help answer live API issues you may be having by email.

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WING AI TECHNOLOGIES, INC.

SAFE
(Simple Agreement for Future Equity)

THIS CERTIFIES THAT in exchange for the payment by Berkeley SkyDeck Fund I LP (the "Investor") of \$55,000 (the "Purchase Amount") on or about 3/17/2020, WING AI TECHNOLOGIES, INC., a Delaware corporation (the "Company"), hereby issues to the Investor the right to certain shares of the Company's capital stock, subject to the terms set forth below.

The "Valuation Cap" is \$2,100,000

See Section 2 for certain additional defined terms.

1. Events

(a) **Equity Financing.** If there is an Equity Financing before the expiration or termination of this instrument, the Company will automatically issue to the Investor either: (1) a number of shares of Standard Preferred Stock equal to the Purchase Amount divided by the price per share of the Standard Preferred Stock, if the pre-money valuation is less than or equal to the Valuation Cap; or (2) a number of shares of Safe Preferred Stock equal to the Purchase Amount divided by the Safe Price, if the pre-money valuation is greater than the Valuation Cap.

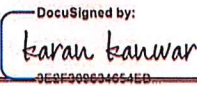
In connection with the issuance of Standard Preferred Stock or Safe Preferred Stock, as applicable, by the Company to the Investor pursuant to this Section 1(a):

(i) The Investor will execute and deliver to the Company all transaction documents related to the Equity Financing; *provided*, that such documents are the same documents to be entered into with the purchasers of Standard Preferred Stock, with appropriate variations for the Safe Preferred Stock if applicable, and *provided further*, that such documents have customary exceptions to any drag-along applicable to the Investor, including, without limitation, limited representations and warranties and limited liability and indemnification obligations on the part of the Investor; and

(ii) The Investor and the Company will execute a Pro Rata Rights Agreement, unless the Investor is already included in such rights in the transaction documents related to the Equity Financing.

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

WING AI TECHNOLOGIES, INC.

By: 
Name: Karan Kanwar

Address: 209 38th St Apt B, Newport Beach, CA 92663

Email: karan@getwingapp.com

INVESTOR:

BERKELEY SKYDECK FUND I LP

By: 
Ziqiang Tang, Managing Member of
Berkeley SkyDeck Fund I GP, LLC,
its General Partner

Address: University of California, Berkeley
2150 Shattuck Avenue, Penthouse 1300
Berkeley, CA 94704

Email: ctang@skydeck.vc

THIS INSTRUMENT AND ANY SECURITIES ISSUABLE PURSUANT HERETO HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR UNDER THE SECURITIES LAWS OF CERTAIN STATES. THESE SECURITIES MAY NOT BE OFFERED, SOLD OR OTHERWISE TRANSFERRED, PLEDGED OR HYPOTHECATED EXCEPT AS PERMITTED UNDER THE ACT AND APPLICABLE STATE SECURITIES LAWS PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT OR AN EXEMPTION THEREFROM.

WING AI TECHNOLOGIES, INC.

SAFE

(Simple Agreement for Future Equity)

THIS CERTIFIES THAT in exchange for the payment by Berkeley SkyDeck Fund I LP (the "Investor") of \$50,000 (the "Purchase Amount") on or about 7/13/2020, WING AI TECHNOLOGIES, INC., a Delaware corporation (the "Company"), hereby issues to the Investor the right to certain shares of the Company's capital stock, subject to the terms set forth below.

The "Valuation Cap" is \$2,100,000

See Section 2 for certain additional defined terms.

1. *Events*

(a) **Equity Financing.** If there is an Equity Financing before the expiration or termination of this instrument, the Company will automatically issue to the Investor either: (1) a number of shares of Standard Preferred Stock equal to the Purchase Amount divided by the price per share of the Standard Preferred Stock, if the pre-money valuation is less than or equal to the Valuation Cap; or (2) a number of shares of Safe Preferred Stock equal to the Purchase Amount divided by the Safe Price, if the pre-money valuation is greater than the Valuation Cap.

In connection with the issuance of Standard Preferred Stock or Safe Preferred Stock, as applicable, by the Company to the Investor pursuant to this Section 1(a):

(i) The Investor will execute and deliver to the Company all transaction documents related to the Equity Financing; *provided*, that such documents are the same documents to be entered into with the purchasers of Standard Preferred Stock, with appropriate variations for the Safe Preferred Stock if applicable, and *provided further*, that such documents have customary exceptions to any drag-along applicable to the Investor, including, without limitation, limited representations and warranties and limited liability and indemnification obligations on the part of the Investor; and

(ii) The Investor and the Company will execute a Pro Rata Rights Agreement, unless the Investor is already included in such rights in the transaction documents related to the Equity Financing.

(b) **Liquidity Event.** If there is a Liquidity Event before the expiration or termination of this instrument, the Investor will, at its option, either (i) receive a cash payment equal to the Purchase Amount

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

WING AI TECHNOLOGIES, INC.

By: DocuSigned by:
karan kanwar
3E2F309634654EB...
Name: Karan Kanwar

Address: 209 38th St Apt B, Newport Beach, CA 92663

Email: karan@getwingapp.com

INVESTOR:

BERKELEY SKYDECK FUND I LP

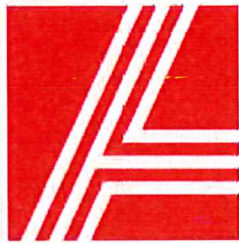
By: DocuSigned by:
Ziqiang Tang
DE0E9D9069A4428...
Ziqiang Tang, Managing Member of
Berkeley SkyDeck Fund I GP, LLC,
its General Partner

Address: University of California, Berkeley
2150 Shattuck Avenue, Penthouse 1300
Berkeley, CA 94704

Email: ctang@skydeck.vc

Wing AI partners with KiwiBot to develop robotic delivery services

AUGUST 18, 2020 BY DAVID EDWARDS — [LEAVE A COMMENT](#)



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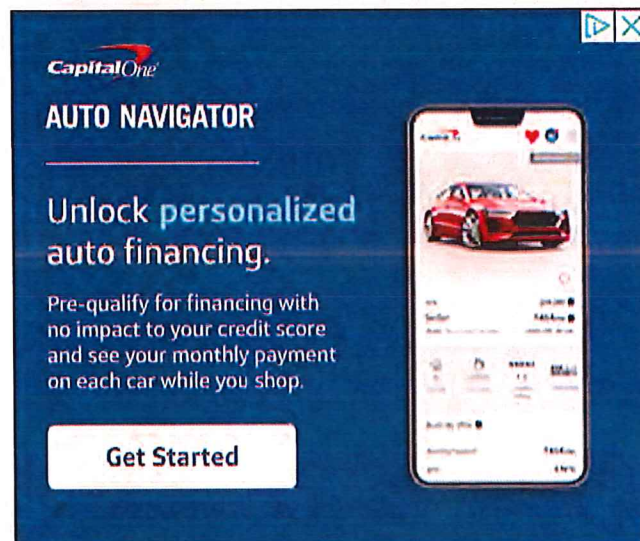
Wing AI is partnering with KiwiBot to develop robotic delivery services.

The companies say the partnership will "help make consumer deliveries easier, safer, and more affordable in the Covid-19 pandemic".

Wing is a 24/7 mobile assistant app powered by humans and artificial intelligence. It is the only on-demand concierge app that learns about its users to better tailor and improve its services.

Wing AI can automate and complete any task, so long as it is legal and physically possible; saving users' time, increasing productivity, and making life more convenient. Leveraging cutting-edge technology and a strong network of partners, Wing AI is the next generation of assistants.

KiwiBot is a bot delivery service for local commerce around the world. The company partners with small businesses to fulfill last-mile deliveries using semi-autonomous robots.



Through smart technology, KiwiBot seamlessly operates within a neural network among urban landscapes, offering a cheaper, environmentally-friendly alternative to cars. KiwiBot also facilitates contactless deliveries, which in the Covid-19 pandemic, is a new necessity.

Wing AI is always looking for partners to promote deliveries in a hygienic and cost-effective manner. Recently, KiwiBot started a pilot

phase in Silicon Valley's capital of San Jose, helping send food and other important items to underserved communities in the area, without risking the spread of infection.

To encourage safe deliveries, Wing AI is joining KiwiBot's San Jose pilot and offering deliveries for only a 1 dollar fee.

The operating systems of the Wing AI app will interface with KiwiBot's robots, meaning users can access the bot service directly from the app, and bring goods to the doorsteps of people most in need.

Both Wing AI and KiwiBot utilize AI capabilities, as well as innovative technology to ensure some of the most vulnerable members of society have access to food during the pandemic. The two companies partnering is a step towards using technology to make consumer's lives more convenient and affordable.

Felipe Chávez, CEO of KiwiBot, says that "We are building a robot platform that is going to allow any person or any business to offer a delivery service for just \$1."

Rolan Polzin, chief marketing officer at Wing AI, says: "Our vision is to bring cutting-edge technology to people and unburden them from menial tasks, so everyone can focus on what really matters to them."

 Print  PDF  Email

O-1A PETITION BY WING AI TECHNOLOGIES INC. ON BEHALF OF KARAN KANWAR

Petitioner: WING AI TECHNOLOGIES, INC.

Beneficiary: KARAN RAKESH KANWAR

- Valuation Cap of \$21M

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WING AI TECHNOLOGIES, INC.

SAFE
(Simple Agreement for Future Equity)

THIS CERTIFIES THAT in exchange for the payment by Surface Ventures II, LP, by its General Partner, Surface Ventures II GP LLC (the “Investor”) of \$600,000 (the “Purchase Amount”) on or about July 7, 2023, Wing AI Technologies, Inc., a Delaware corporation (the “Company”), hereby issues to the Investor the right to certain shares of the Company’s capital stock, subject to the terms set forth below.

The “Valuation Cap” is \$21,000,000. See **Section 2** for certain additional defined terms.

1. Events

(a) **Equity Financing.** If there is an Equity Financing before the expiration or termination of this instrument, the Company will automatically issue to the Investor either: (1) a number of shares of Standard Preferred Stock equal to the Purchase Amount divided by the price per share of the Standard Preferred Stock, if the pre-money valuation is less than or equal to the Valuation Cap; or (2) a number of shares of Safe Preferred Stock equal to the Purchase Amount divided by the Safe Price, if the pre-money valuation is greater than the Valuation Cap.

In connection with the issuance of Standard Preferred Stock or Safe Preferred Stock, as applicable, by the Company to the Investor pursuant to this Section 1(a):

(i) The Investor will execute and deliver to the Company all transaction documents related to the Equity Financing; *provided*, that such documents are the same documents to be entered into with the purchasers of Standard Preferred Stock, with appropriate variations for the Safe Preferred Stock if applicable, and *provided further*, that such documents have customary exceptions to any drag-along applicable to the Investor, including, without limitation, limited representations and warranties and limited liability and indemnification obligations on the part of the Investor; and

(ii) The Investor and the Company will execute a Pro Rata Rights Agreement, unless the Investor is already included in such rights in the transaction documents related to the Equity Financing.

(b) **Liquidity Event.** If there is a Liquidity Event before the expiration or termination of this instrument, the Investor will, at its option, either (i) receive a cash payment equal to the Purchase Amount (subject to the following paragraph) or (ii) automatically receive from the Company a number of shares of Common Stock equal to the Purchase Amount divided by the Liquidity Price, if the Investor fails to select the cash option.

In connection with Section (b)(i), the Purchase Amount will be due and payable by the Company to the Investor immediately prior to, or concurrent with, the consummation of the Liquidity Event. If there are not enough funds to pay the Investor and holders of other Safes (collectively, the “Cash-Out Investors”) in full, then all of the Company’s available funds will be distributed with equal priority and *pro rata* among the Cash-Out Investors in proportion to their Purchase Amounts, and the Cash-Out Investors will automatically receive the number of shares of Common Stock equal to the remaining unpaid Purchase Amount divided by the Liquidity Price. In connection with a Change of Control

intended to qualify as a tax-free reorganization, the Company may reduce, *pro rata*, the Purchase Amounts payable to the Cash-Out Investors by the amount determined by its board of directors in good faith to be advisable for such Change of Control to qualify as a tax-free reorganization for U.S. federal income tax purposes, and in such case, the Cash-Out Investors will automatically receive the number of shares of Common Stock equal to the remaining unpaid Purchase Amount divided by the Liquidity Price.

(c) **Dissolution Event**. If there is a Dissolution Event before this instrument expires or terminates, the Company will pay an amount equal to the Purchase Amount, due and payable to the Investor immediately prior to, or concurrent with, the consummation of the Dissolution Event. The Purchase Amount will be paid prior and in preference to any Distribution of any of the assets of the Company to holders of outstanding Capital Stock by reason of their ownership thereof. If immediately prior to the consummation of the Dissolution Event, the assets of the Company legally available for distribution to the Investor and all holders of all other Safes (the "**Dissolving Investors**"), as determined in good faith by the Company's board of directors, are insufficient to permit the payment to the Dissolving Investors of their respective Purchase Amounts, then the entire assets of the Company legally available for distribution will be distributed with equal priority and *pro rata* among the Dissolving Investors in proportion to the Purchase Amounts they would otherwise be entitled to receive pursuant to this Section 1(c).

(d) **Termination**. This instrument will expire and terminate (without relieving the Company of any obligations arising from a prior breach of or non-compliance with this instrument) upon either (i) the issuance of stock to the Investor pursuant to Section 1(a) or Section 1(b)(ii); or (ii) the payment, or setting aside for payment, of amounts due the Investor pursuant to Section 1(b)(i) or Section 1(c).

2. ***Definitions***

"**Capital Stock**" means the capital stock of the Company, including, without limitation, the "**Common Stock**" and the "**Preferred Stock**."

"**Change of Control**" means (i) a transaction or series of related transactions in which any "person" or "group" (within the meaning of Section 13(d) and 14(d) of the Securities Exchange Act of 1934, as amended), becomes the "beneficial owner" (as defined in Rule 13d-3 under the Securities Exchange Act of 1934, as amended), directly or indirectly, of more than 50% of the outstanding voting securities of the Company having the right to vote for the election of members of the Company's board of directors, (ii) any reorganization, merger or consolidation of the Company, other than a transaction or series of related transactions in which the holders of the voting securities of the Company outstanding immediately prior to such transaction or series of related transactions retain, immediately after such transaction or series of related transactions, at least a majority of the total voting power represented by the outstanding voting securities of the Company or such other surviving or resulting entity or (iii) a sale, lease or other disposition of all or substantially all of the assets of the Company.

"**Company Capitalization**" means the sum, as of immediately prior to the Equity Financing, of: (1) all shares of Capital Stock (on an as-converted basis) issued and outstanding, assuming exercise or conversion of all outstanding vested and unvested options, warrants and other convertible securities, but excluding (A) this instrument, (B) all other Safes, and (C) convertible promissory notes; and (2) all shares of Common Stock reserved and available for future grant under any equity incentive or similar plan of the Company, and/or any equity incentive or similar plan to be created or increased in connection with the Equity Financing.

"**Distribution**" means the transfer to holders of Capital Stock by reason of their ownership thereof of cash or other property without consideration whether by way of dividend or otherwise, other than dividends on Common Stock payable in Common Stock, or the purchase or redemption of Capital Stock by the Company or its subsidiaries for cash or property other than: (i) repurchases of Common Stock held by employees, officers, directors or consultants of the Company or its subsidiaries pursuant to an agreement providing, as applicable, a right of first refusal or a right to

repurchase shares upon termination of such service provider's employment or services; or (ii) repurchases of Capital Stock in connection with the settlement of disputes with any stockholder.

"Dissolution Event" means (i) a voluntary termination of operations, (ii) a general assignment for the benefit of the Company's creditors or (iii) any other liquidation, dissolution or winding up of the Company (excluding a Liquidity Event), whether voluntary or involuntary.

"Equity Financing" means a bona fide transaction or series of transactions with the principal purpose of raising capital, pursuant to which the Company issues and sells Preferred Stock at a fixed pre-money valuation.

"Initial Public Offering" means the closing of the Company's first firm commitment underwritten initial public offering of Common Stock pursuant to a registration statement filed under the Securities Act.

"Liquidity Capitalization" means the number, as of immediately prior to the Liquidity Event, of shares of Capital Stock (on an as-converted basis) outstanding, assuming exercise or conversion of all outstanding vested and unvested options, warrants and other convertible securities, but excluding: (i) shares of Common Stock reserved and available for future grant under any equity incentive or similar plan; (ii) this instrument; (iii) other Safes; and (iv) convertible promissory notes.

"Liquidity Event" means a Change of Control or an Initial Public Offering.

"Liquidity Price" means the price per share equal to the Valuation Cap divided by the Liquidity Capitalization.

"Pro Rata Rights Agreement" means a written agreement between the Company and the Investor (and holders of other Safes, as appropriate) giving the Investor a right to purchase its *pro rata* share of private placements of securities by the Company occurring after the Equity Financing, subject to customary exceptions. *Pro rata* for purposes of the Pro Rata Rights Agreement will be calculated based on the ratio of (1) the number of shares of Capital Stock owned by the Investor immediately prior to the issuance of the securities to (2) the total number of shares of outstanding Capital Stock on a fully diluted basis, calculated as of immediately prior to the issuance of the securities.

"Safe" means an instrument containing a future right to shares of Capital Stock, similar in form and content to this instrument, purchased by investors for the purpose of funding the Company's business operations.

"Safe Preferred Stock" means the shares of a series of Preferred Stock issued to the Investor in an Equity Financing, having the identical rights, privileges, preferences and restrictions as the shares of Standard Preferred Stock, other than with respect to: (i) the per share liquidation preference and the conversion price for purposes of price-based anti-dilution protection, which will equal the Safe Price; and (ii) the basis for any dividend rights, which will be based on the Safe Price.

"Safe Price" means the price per share equal to the Valuation Cap divided by the Company Capitalization.

"Standard Preferred Stock" means the shares of a series of Preferred Stock issued to the investors investing new money in the Company in connection with the initial closing of the Equity Financing.

3. *Company Representations*

(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 instrument is within the power of the Company and, other than with respect to the actions to be taken when equity is to be issued to the Investor, has been duly authorized by all necessary actions on the part of the Company. This instrument 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) The performance and consummation of the transactions contemplated by this instrument 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) No consents or approvals are required in connection with the performance of this instrument, other than: (i) the Company's corporate approvals; (ii) any qualifications or filings under applicable securities laws; and (iii) necessary corporate approvals for the authorization of Capital Stock issuable pursuant to Section 1.

(e) To its knowledge, the Company owns or possesses (or can obtain on commercially reasonable terms) sufficient legal rights to all patents, trademarks, service marks, trade names, copyrights, trade secrets, licenses, information, processes and other intellectual property rights necessary for its business as now conducted and as currently proposed to be conducted, without any conflict with, or infringement of the rights of, others.

4. *Investor Representations*

(a) The Investor has full legal capacity, power and authority to execute and deliver this instrument and to perform its obligations hereunder. This instrument constitutes valid and binding obligation of the Investor, 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) The Investor is an accredited investor as such term is defined in Rule 501 of Regulation D under the Securities Act. The Investor has been advised that this instrument and the underlying securities have not been registered under the Securities Act, or any state securities laws and, therefore, 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. The Investor is purchasing this instrument and the securities to be acquired by the Investor 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 the Investor has no present intention of selling, granting any participation in, or otherwise distributing the same. The Investor has such knowledge and experience in financial and business matters that the Investor is capable of evaluating the merits and risks of such investment, is able to incur a complete loss of such investment without impairing the Investor's financial condition and is able to bear the economic risk of such investment for an indefinite period of time.

5. *Miscellaneous*

(a) Any provision of this instrument may be amended, waived or modified only upon the written consent of the Company and the Investor.

(b) Any notice required or permitted by this instrument will be deemed sufficient when delivered personally or by overnight courier or sent by email to the relevant address listed on the signature page, or 48 hours after being deposited in the U.S. mail as certified or registered mail with postage prepaid, addressed to the party to be notified at such party's address listed on the signature page, as subsequently modified by written notice.

(c) The Investor is not entitled, as a holder of this instrument, to vote or receive dividends or be deemed the holder of Capital Stock for any purpose, nor will anything contained herein be construed to confer on the Investor, 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 subscription rights or otherwise until shares have been issued upon the terms described herein.

(d) Neither this instrument 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; *provided, however*, that this instrument and/or the rights contained herein may be assigned without the Company's consent by the Investor to any other entity who directly or indirectly, controls, is controlled by or is under common control with the Investor, including, without limitation, any general partner, managing member, officer or director of the Investor, or any venture capital fund now or hereafter existing which is controlled by one or more general partners or managing members of, or shares the same management company with, the Investor; and *provided, further*, that the Company may assign this instrument in whole, without the consent of the Investor, in connection with a reincorporation to change the Company's domicile.

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

(f) 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.

(Signature page follows)

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

Wing AI Technologies, Inc.:

By: 
Karan Kanwar, CEO

Address:

6415 Schmidt Ln, Apt B311

El Cerrito, CA 94530

Email: karan@getwingapp.com

**Surface Ventures II, LP, by its General Partner,
Surface Ventures II GP LLC:**

By: 
*Dimitri Boguslavsky,
Co-Managing Member of the General Partner*

Address:

104 Fifth Ave. 17th floor,

New York, NY 10011

Email: dimitri@surface.vc

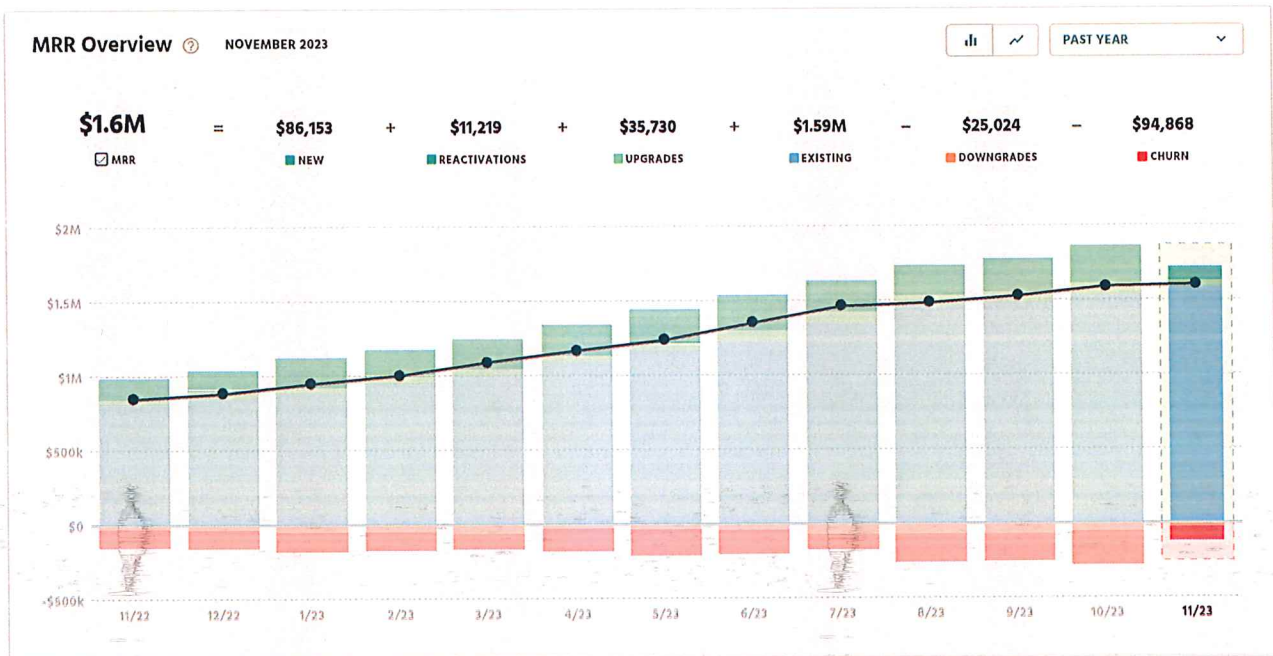
O-1A PETITION BY WING AI TECHNOLOGIES INC. ON BEHALF OF KARAN KANWAR

Petitioner: WING AI TECHNOLOGIES, INC.

Beneficiary: KARAN RAKESH KANWAR

- Revenue Metrics

Wing AI Technologies, Inc. - ProfitWell MRR Overview



Breakdown CSV

MRR	JUN 2023	JUL 2023	AUG 2023	SEP 2023	OCT 2023	NOV 2023
NEW	+\$233,826	+\$194,213	+\$198,999	+\$197,785	+\$241,549	+\$86,153 PROJ: +\$191,309
REACTIVATIONS	+\$8,611	+\$16,346	+\$7,783	+\$26,248	+\$15,242	+\$11,219 PROJ: +\$31,447
UPGRADES	+\$63,844	+\$69,832	+\$67,067	+\$68,137	+\$77,878	+\$35,730 PROJ: +\$71,727
DOWNGRADES	-\$33,635	-\$65,587	-\$66,882	-\$65,355	-\$50,994	-\$25,024 PROJ: -\$53,707
VOLUNTARY CHURN	-\$137,741	-\$93,074	-\$170,931	-\$159,490	-\$195,890	-\$91,336 PROJ: -\$170,947
DELINQUENT CHURN	-\$18,543	-\$10,599	-\$16,049	-\$21,862	-\$25,909	-\$3,532 PROJ: -\$16,309
EXISTING	+\$1,235,320	+\$1,350,683	+\$1,462,080	+\$1,482,032	+\$1,527,320	+\$1,586,657
MRR	\$1,351,682	\$1,461,815	\$1,482,068	\$1,527,495	\$1,589,195	\$1,599,868 PROJ: \$1,423,178
ARR	\$16,220,188	\$17,541,780	\$17,784,813	\$18,329,935	\$19,070,345	\$19,198,414 PROJ: \$19,478,135

O-1A PETITION BY WING AI TECHNOLOGIES INC. ON BEHALF OF KARAN KANWAR

Petitioner: WING AI TECHNOLOGIES, INC.

Beneficiary: KARAN RAKESH KANWAR

- Evidence of Notable Clients (Johnson & Johnson, MIT, Notion, and RingCentral)

HubSpot

Wag AI Technologies

ContactsConversationsMarketingSalesServiceWorkflowsReporting

Search HubSpot

CompaniesActions

Johnson & Johnson Services...

Johnson & Johnson Services, Inc.

+1 732 524 2495

NoteEmailCallTaskMeetingMore

About this company

UBIDJohnson & Johnson

IndustryPharmaceuticals

Company ownerArlene Guller

Time zoneSingapore

Company statusNew Customer

Direct Linkhttps://dashboard.stripe.com/customers/cus_Ov1RYAQH1Lutz

Big Channel Link

Web Home

Web Schedule

ACHNon-US Bank

Supervisor's Name

Customer's Name

Website URLjnj.com

View all propertiesView property history

OverviewActivities

Data highlights

CREATE DATE

11/06/2023 2:12 PM PST

LIFECYCLE STAGE

Customer

LAST ACTIVITY DATE

11/16/2023 5:00 AM PST

Recent communications

Arlene Guller made a call to +65 9272 0735

November 6, 2023

Contacts

Association EmailContact emailCreate DateLead StatusLast Activity

Search

NAME	EMAIL	PHONE NUMBER
Kenny Lo	sla4@lts.jnj.com	+65 9272-0735

Deals

Deal ownerClose DateCreate DateDeal Stage

Search

DEAL NAME	AMOUNT	CLOSE DATE (PST)	DEAL STAGE
Johnson & Johnson Services, I...	\$2,999	Nov 30, 2023 2:12 PM PST	Sourcing Started (Onboarding Customers)

Tickets

No associated objects of this type exist.

Subscriptions

Contacts (1)

Kenny Lo

Johnson & Johnson Services, Inc.

sla4@lts.jnj.com

+65 9272-0735

View associated contacts

Deals (1)

Johnson & Johnson Services, Inc. • New Deal

Amount: \$2,999.00

Close date: November 30, 2023

Stage: Sourcing Started

View associated deals

Tickets (0)

Track the customer requests associated with this record.

Payment Links (0)

Give customers a fast, flexible way to pay. Add a payment link to accept a payment and associate it with this record.

Subscriptions (0)

See the Subscriptions associated with this record.

Payments (0)

Track money you've collected that's associated with this record. A payment is created when a customer pays or a recurring payment is processed through HubSpot.

Refund Requests (0)

See the Refund Requests associated with this record.

Incentive Entries (0)

See the Incentive Entries associated with this record.

MIT

Tod Hynes

thynes@mit.edu

None

Email

Call

Task

Meeting

More

About this contact

Email

thynes@mit.edu

Phone number

6172909965

Contact notes

Eric Fureza

Lifecycle stage

Customer

Notes

View all properties

View property history

Communication subscriptions

Tod Hynes has not specified any preferences.

View subscriptions

Website activity

Website activity shows you how many times a contact has visited your site and viewed your pages.

Overview

Activities

Data highlights

CREATE DATE

08/05/2023 2:04 PM PDT

LIFECYCLE STAGE

Customer

LAST ACTIVITY DATE

08/07/2023 4:32 AM PDT

Recent communications

Inbound email from Tod Hynes

August 7, 2023

Companies

Association label

Company name

Lead status

Last activity

Create date

Search

MIT

MIT

Primary

web.mit.edu

6172909965

Deals

Deal owner

Close date

Creates date

Deal stage

Search

MIT

AMOUNT

\$1,999

CLOSE DATE (PST)

--

DEAL STAGE

First Month Customers (Active Customers)

Tickets

Association label

Ticket owner

Creates date

Ticket status

Last activity

Search

TICKET NAME

TICKET OWNER

TICKET STATUS

Companies (1)

Primary

MIT

web.mit.edu

6172909965

View associated companies

Deals (1)

MIT

Amount: \$1,999.00

Close date --

Stage: First Month Customers

View associated deals

Tickets (1)

RE: Checking In: How Is It Going?

Open 5 months

Owner: Ariane Guller

Status: New

View associated tickets

Payment Links (0)

Give customers a fast, flexible way to pay. Add a payment link to accept a payment and associate it with this record.

Subscriptions (0)

See the subscriptions associated with this record.

Payments (0)

Track money you've collected that's associated with this record. A payment is created when a customer pays or a recurring payment is processed through HubSpot.

Referral Name (0)

See the Referral Name associated with this record.

Wing AI Technologies

Wing AI Technologies

Search HubSpot

Contacts

Conversations

Marketing

Sales

Service

Workflows

Reporting

Mike Stowe

SENIOR DIRECTOR, DEVELOPER MARKETING at Ring Central

mike.stowe@ringcentral.com

None

Email

Call

Task

Meeting

More

About this contact

Email

mike.stowe@ringcentral.com

Phone number

507-304-0148

Contact name

Arnooth Jacob

Lifecycle stage

Customer

Status

Active

View all properties

View property history

Communication subscriptions

Mike Stowe has not specified any preferences.

View subscriptions

Website activity

Website activity shows you how many times a contact has visited your site and viewed your pages.

Overview

Activities

Data highlights

CREATE DATE

09/03/2023 2:04 PM PDT

LIFECYCLE STAGE

Customer

LAST ACTIVITY DATE

11/14/2023 3:59 PM PST

Recent communications

Arnooth Jacob sent an email to Mike Stowe

November 14, 2023

Inbound email from Mike Stowe

November 14, 2023

Arnooth Jacob sent an email to Mike Stowe

November 12, 2023

Arnooth Jacob sent an email to Mike Stowe

November 11, 2023

Inbound email from Mike Stowe

November 10, 2023

Companies

Association label

Company type

Lead status

Last Activity

Create Date

Search

COMPANY NAME

COMPANY DOMAIN NAME

PHONE NUMBER

Ring Central

Primary

ringcentral.com

507-304-0148

Deals

Deal owner

Close Date

Create Date

Deal Stage

Search

DEAL NAME

AMOUNT

CLOSE DATE (PST)

DEAL STAGE

Ring Central

\$4,595

--

Mature Customers (Active Customers)

Companies (1)

Primary

Ring Central

ringcentral.com

507-304-0148

View associated companies

Deals (1)

Ring Central

Amount: \$4,595.00

Close date: --

Stage: Mature Customers

View associated deals

Tickets (1)

Roger extension

Closed on 11/14/2023

Owner: Arnooth Jacob

Status: Closed

View associated tickets

Payment Links (0)

Give customers a fast, flexible way to pay. Add a payment link to accept a payment and associate it with this record.

Subscriptions (0)

See the subscriptions associated with this record.

Payments (0)

Track money you've collected that's associated with this record. A payment is created when a customer pays or a recurring payment is processed through HubSpot.

Referral Name (0)

See the Referral Name associated with this record.

O-1A PETITION BY WING AI TECHNOLOGIES INC. ON BEHALF OF KARAN KANWAR

Petitioner: WING AI TECHNOLOGIES, INC.

Beneficiary: KARAN RAKESH KANWAR

- Evidence of Capital Raised- Cap Table

Wing Capitalization Table - 11/16/23

Wing AI Technologies, Inc. Ownership by Stakeholder

Stakeholder	Terms	Common (CS)	Preferred Stock	Stock Options	Convertible Securities	Total Outstanding	% of Capital/Stock
Karim Arabi, Angel Investor & Data Scientist, Pre-Seed Investment	SAFE; \$1.75M Cap; Conversion on Equity Financing				\$ 30,000	-	0.00%
Berkeley SkyDeck Fund I LP - Pre-seed Investment	SAFE; \$2.1M Cap; Conversion on Equity Financing				\$ 105,000	-	0.00%
RTP Seed Ventures II, LP - Seed Investment	SAFE; \$8M Cap; Conversion on Equity Financing				\$ 1,100,000	-	0.00%
Berkeley SkyDeck Fund I LP - Seed Investment	SAFE; \$8M Cap; Conversion on Equity Financing				\$ 200,000	-	0.00%
CIMH Trust (aff. Brookstone Ventures) - Seed Investment	SAFE; \$8M Cap; Conversion on Equity Financing				\$ 100,000	-	0.00%
Mike Barker (aff. Brookstone Ventures) - Seed Investment	SAFE; \$8M Cap; Conversion on Equity Financing				\$ 100,000	-	0.00%
Teze Limited Partnership (aff. Brookstone Ventures) - Seed Investment	SAFE; \$8M Cap; Conversion on Equity Financing				\$ 100,000	-	0.00%
Perry P Jacobson (aff. Brookstone Ventures) - Seed Investment	SAFE; \$8M Cap; Conversion on Equity Financing				\$ 100,000	-	0.00%
TOBE Family LP (aff. Brookstone Ventures) - Seed Investment	SAFE; \$8M Cap; Conversion on Equity Financing				\$ 100,000	-	0.00%
TPB Investment LP (aff. Brookstone Ventures) - Seed Investment	SAFE; \$8M Cap; Conversion on Equity Financing				\$ 100,000	-	0.00%
Pacific Premier Trust Company, Alex Hymann (aff. Brookstone Ventures) - Seed Investment	SAFE; \$8M Cap; Conversion on Equity Financing				\$ 50,000	-	0.00%
Pacific Premier Trust Company, Carl Beck (aff. Brookstone Ventures) - Seed Investment	SAFE; \$8M Cap; Conversion on Equity Financing				\$ 50,000	-	0.00%
Andrew Moss, Angel Investor - Seed Investment	SAFE; \$8M Cap; Conversion on Equity Financing				\$ 15,000	-	0.00%
Toluwanimi Salako, Angel Investor - Seed Investment	SAFE; \$8M Cap; Conversion on Equity Financing				\$ 10,000	-	0.00%
Shiva Rajaraman, Angel Investor - Seed Investment	SAFE; \$8M Cap; Conversion on Equity Financing				\$ 25,000	-	0.00%
Karim Arabi, Angel Investor & Data Scientist, Seed Investment	SAFE; \$21M Cap; Conversion on Equity Financing				\$ 1,050,000	-	0.00%
RTP Seed Ventures II, LP - Secondary Investment	SAFE; \$21M Cap; Conversion on Equity Financing				\$ 600,000	-	0.00%
RTP Seed Ventures II, LP - Seed Extension Investment	SAFE; \$21M Cap; Conversion on Equity Financing				\$ 30,000	-	0.00%
Songlin Yi, Angel Investor - Seed Extension Investment	SAFE; \$21M Cap; Conversion on Equity Financing				\$ 15,000	-	0.00%
Savarn Bansal, Angel Investor - Seed Extension Investment	SAFE; \$21M Cap; Conversion on Equity Financing				\$ 15,000	-	0.00%
Mayank Daga, Angel Investor - Seed Extension Investment	SAFE; \$21M Cap; Conversion on Equity Financing				\$ 10,000	-	0.00%
Evans Enos LLC, Angel Investor - Seed Extension Investment	SAFE; \$21M Cap; Conversion on Equity Financing				\$ 5,000	-	0.00%
Gautam Kedia, Angel Investor - Seed Extension Investment	SAFE; \$21M Cap; Conversion on Equity Financing						1.60%
Karim Arabi, Angel Investor & Data Scientist, Employee		150,000				150,000	32.09%
Karan Kanwar, CEO		3,000,000				3,000,000	22.46%
Saideep Gupta, CTO		2,100,000				2,100,000	22.46%
Martin Gomez, COO		2,100,000				1,800,000	19.25%
Roland Polzin, CMO		200,000				200,000	2.14%
Aaron Shaffer, fmr. Advisor				100,000		-	0.00%
Jim Klingler, Advisor				100,000		-	0.00%
Neil Sahota, Advisor				72,917		-	0.00%
Tod Srisengfa, fmr. Creative Director				40,000		-	0.00%
Win Koerper, Head of Sales				50,000		-	0.00%
Sadek Jake Alam, Head of Marketing				10,000		-	0.00%
Ashish Malani, Product Manager				10,000		-	0.00%
Ramesh Ramgopal, Lead Engineer				10,000		-	0.00%
Anchit Roy, fmr. Director of Finance				43,750		-	0.00%
Reserved and available for Issuance				223,333			
Total		9,350,000		426,667	\$ 3,960,000	9,350,000	100.00%

THIS INSTRUMENT AND ANY SECURITIES ISSUABLE PURSUANT HERETO HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE “**SECURITIES ACT**”), OR UNDER THE SECURITIES LAWS OF CERTAIN STATES. THESE SECURITIES MAY NOT BE OFFERED, SOLD OR OTHERWISE TRANSFERRED, PLEDGED OR HYPOTHECATED EXCEPT AS PERMITTED UNDER THE ACT AND APPLICABLE STATE SECURITIES LAWS PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT OR AN EXEMPTION THEREFROM.

WING AI TECHNOLOGIES, INC.

SAFE
(Simple Agreement for Future Equity)

THIS CERTIFIES THAT in exchange for the payment by Karim Arabi (the “**Investor**”) of \$30,000 (the “**Purchase Amount**”) on or about October 14, 2019, Wing AI Technologies, Inc., a Delaware corporation (the “**Company**”), hereby issues to the Investor the right to certain shares of the Company’s capital stock, subject to the terms set forth below.

The “**Valuation Cap**” is \$1,750,000. See **Section 2** for certain additional defined terms.

1. Events

(a) **Equity Financing.** If there is an Equity Financing before the expiration or termination of this instrument, the Company will automatically issue to the Investor either: (1) a number of shares of Standard Preferred Stock equal to the Purchase Amount divided by the price per share of the Standard Preferred Stock, if the pre-money valuation is less than or equal to the Valuation Cap; or (2) a number of shares of Safe Preferred Stock equal to the Purchase Amount divided by the Safe Price, if the pre-money valuation is greater than the Valuation Cap.

In connection with the issuance of Standard Preferred Stock or Safe Preferred Stock, as applicable, by the Company to the Investor pursuant to this Section 1(a):

(i) The Investor will execute and deliver to the Company all transaction documents related to the Equity Financing; *provided*, that such documents are the same documents to be entered into with the purchasers of Standard Preferred Stock, with appropriate variations for the Safe Preferred Stock if applicable, and *provided further*, that such documents have customary exceptions to any drag-along applicable to the Investor, including, without limitation, limited representations and warranties and limited liability and indemnification obligations on the part of the Investor; and

(ii) The Investor and the Company will execute a Pro Rata Rights Agreement, unless the Investor is already included in such rights in the transaction documents related to the Equity Financing.

(b) **Liquidity Event.** If there is a Liquidity Event before the expiration or termination of this instrument, the Investor will, at its option, either (i) receive a cash payment equal to the Purchase Amount (subject to the following paragraph) or (ii) automatically receive from the Company a number of shares of Common Stock equal to the Purchase Amount divided by the Liquidity Price, if the Investor fails to select the cash option.

In connection with Section (b)(i), the Purchase Amount will be due and payable by the Company to the Investor immediately prior to, or concurrent with, the consummation of the Liquidity Event. If there are not enough funds to pay the Investor and holders of other Safes (collectively, the “**Cash-Out Investors**”) in full, then all of the Company’s available funds will be distributed with equal priority and *pro rata* among the Cash-Out Investors in proportion to their Purchase Amounts, and the Cash-Out Investors will automatically receive the number of shares of Common Stock equal to the remaining unpaid Purchase Amount divided by the Liquidity Price. In connection with a Change of Control

intended to qualify as a tax-free reorganization, the Company may reduce, *pro rata*, the Purchase Amounts payable to the Cash-Out Investors by the amount determined by its board of directors in good faith to be advisable for such Change of Control to qualify as a tax-free reorganization for U.S. federal income tax purposes, and in such case, the Cash-Out Investors will automatically receive the number of shares of Common Stock equal to the remaining unpaid Purchase Amount divided by the Liquidity Price.

(c) **Dissolution Event**. If there is a Dissolution Event before this instrument expires or terminates, the Company will pay an amount equal to the Purchase Amount, due and payable to the Investor immediately prior to, or concurrent with, the consummation of the Dissolution Event. The Purchase Amount will be paid prior and in preference to any Distribution of any of the assets of the Company to holders of outstanding Capital Stock by reason of their ownership thereof. If immediately prior to the consummation of the Dissolution Event, the assets of the Company legally available for distribution to the Investor and all holders of all other Safes (the “**Dissolving Investors**”), as determined in good faith by the Company’s board of directors, are insufficient to permit the payment to the Dissolving Investors of their respective Purchase Amounts, then the entire assets of the Company legally available for distribution will be distributed with equal priority and *pro rata* among the Dissolving Investors in proportion to the Purchase Amounts they would otherwise be entitled to receive pursuant to this Section 1(c).

(d) **Termination**. This instrument will expire and terminate (without relieving the Company of any obligations arising from a prior breach of or non-compliance with this instrument) upon either (i) the issuance of stock to the Investor pursuant to Section 1(a) or Section 1(b)(ii); or (ii) the payment, or setting aside for payment, of amounts due the Investor pursuant to Section 1(b)(i) or Section 1(c).

2. ***Definitions***

“**Capital Stock**” means the capital stock of the Company, including, without limitation, the “**Common Stock**” and the “**Preferred Stock**.”

“**Change of Control**” means (i) a transaction or series of related transactions in which any “person” or “group” (within the meaning of Section 13(d) and 14(d) of the Securities Exchange Act of 1934, as amended), becomes the “beneficial owner” (as defined in Rule 13d-3 under the Securities Exchange Act of 1934, as amended), directly or indirectly, of more than 50% of the outstanding voting securities of the Company having the right to vote for the election of members of the Company’s board of directors, (ii) any reorganization, merger or consolidation of the Company, other than a transaction or series of related transactions in which the holders of the voting securities of the Company outstanding immediately prior to such transaction or series of related transactions retain, immediately after such transaction or series of related transactions, at least a majority of the total voting power represented by the outstanding voting securities of the Company or such other surviving or resulting entity or (iii) a sale, lease or other disposition of all or substantially all of the assets of the Company.

“**Company Capitalization**” means the sum, as of immediately prior to the Equity Financing, of: (1) all shares of Capital Stock (on an as-converted basis) issued and outstanding, assuming exercise or conversion of all outstanding vested and unvested options, warrants and other convertible securities, but excluding (A) this instrument, (B) all other Safes, and (C) convertible promissory notes; and (2) all shares of Common Stock reserved and available for future grant under any equity incentive or similar plan of the Company, and/or any equity incentive or similar plan to be created or increased in connection with the Equity Financing.

“**Distribution**” means the transfer to holders of Capital Stock by reason of their ownership thereof of cash or other property without consideration whether by way of dividend or otherwise, other than dividends on Common Stock payable in Common Stock, or the purchase or redemption of Capital Stock by the Company or its subsidiaries for cash or property other than: (i) repurchases of Common Stock held by employees, officers, directors or consultants of the Company or its subsidiaries pursuant to an agreement providing, as applicable, a right of first refusal or a right to

repurchase shares upon termination of such service provider's employment or services; or (ii) repurchases of Capital Stock in connection with the settlement of disputes with any stockholder.

"Dissolution Event" means (i) a voluntary termination of operations, (ii) a general assignment for the benefit of the Company's creditors or (iii) any other liquidation, dissolution or winding up of the Company (excluding a Liquidity Event), whether voluntary or involuntary.

"Equity Financing" means a bona fide transaction or series of transactions with the principal purpose of raising capital, pursuant to which the Company issues and sells Preferred Stock at a fixed pre-money valuation.

"Initial Public Offering" means the closing of the Company's first firm commitment underwritten initial public offering of Common Stock pursuant to a registration statement filed under the Securities Act.

"Liquidity Capitalization" means the number, as of immediately prior to the Liquidity Event, of shares of Capital Stock (on an as-converted basis) outstanding, assuming exercise or conversion of all outstanding vested and unvested options, warrants and other convertible securities, but excluding: (i) shares of Common Stock reserved and available for future grant under any equity incentive or similar plan; (ii) this instrument; (iii) other Safes; and (iv) convertible promissory notes.

"Liquidity Event" means a Change of Control or an Initial Public Offering.

"Liquidity Price" means the price per share equal to the Valuation Cap divided by the Liquidity Capitalization.

"Pro Rata Rights Agreement" means a written agreement between the Company and the Investor (and holders of other Safes, as appropriate) giving the Investor a right to purchase its *pro rata* share of private placements of securities by the Company occurring after the Equity Financing, subject to customary exceptions. *Pro rata* for purposes of the Pro Rata Rights Agreement will be calculated based on the ratio of (1) the number of shares of Capital Stock owned by the Investor immediately prior to the issuance of the securities to (2) the total number of shares of outstanding Capital Stock on a fully diluted basis, calculated as of immediately prior to the issuance of the securities.

"Safe" means an instrument containing a future right to shares of Capital Stock, similar in form and content to this instrument, purchased by investors for the purpose of funding the Company's business operations.

"Safe Preferred Stock" means the shares of a series of Preferred Stock issued to the Investor in an Equity Financing, having the identical rights, privileges, preferences and restrictions as the shares of Standard Preferred Stock, other than with respect to: (i) the per share liquidation preference and the conversion price for purposes of price-based anti-dilution protection, which will equal the Safe Price; and (ii) the basis for any dividend rights, which will be based on the Safe Price.

"Safe Price" means the price per share equal to the Valuation Cap divided by the Company Capitalization.

"Standard Preferred Stock" means the shares of a series of Preferred Stock issued to the investors investing new money in the Company in connection with the initial closing of the Equity Financing.

3. *Company Representations*

(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 instrument is within the power of the Company and, other than with respect to the actions to be taken when equity is to be issued to the Investor, has been duly authorized by all necessary actions on the part of the Company. This instrument 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) The performance and consummation of the transactions contemplated by this instrument 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) No consents or approvals are required in connection with the performance of this instrument, other than: (i) the Company's corporate approvals; (ii) any qualifications or filings under applicable securities laws; and (iii) necessary corporate approvals for the authorization of Capital Stock issuable pursuant to Section 1.

(e) To its knowledge, the Company owns or possesses (or can obtain on commercially reasonable terms) sufficient legal rights to all patents, trademarks, service marks, trade names, copyrights, trade secrets, licenses, information, processes and other intellectual property rights necessary for its business as now conducted and as currently proposed to be conducted, without any conflict with, or infringement of the rights of, others.

4. *Investor Representations*

(a) The Investor has full legal capacity, power and authority to execute and deliver this instrument and to perform its obligations hereunder. This instrument constitutes valid and binding obligation of the Investor, 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) The Investor is an accredited investor as such term is defined in Rule 501 of Regulation D under the Securities Act. The Investor has been advised that this instrument and the underlying securities have not been registered under the Securities Act, or any state securities laws and, therefore, 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. The Investor is purchasing this instrument and the securities to be acquired by the Investor 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 the Investor has no present intention of selling, granting any participation in, or otherwise distributing the same. The Investor has such knowledge and experience in financial and business matters that the Investor is capable of evaluating the merits and risks of such investment, is able to incur a complete loss of such investment without impairing the Investor's financial condition and is able to bear the economic risk of such investment for an indefinite period of time.

5. *Miscellaneous*

(a) Any provision of this instrument may be amended, waived or modified only upon the written consent of the Company and the Investor.

(b) Any notice required or permitted by this instrument will be deemed sufficient when delivered personally or by overnight courier or sent by email to the relevant address listed on the signature page, or 48 hours after being deposited in the U.S. mail as certified or registered mail with postage prepaid, addressed to the party to be notified at such party's address listed on the signature page, as subsequently modified by written notice.

(c) The Investor is not entitled, as a holder of this instrument, to vote or receive dividends or be deemed the holder of Capital Stock for any purpose, nor will anything contained herein be construed to confer on the Investor, 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 subscription rights or otherwise until shares have been issued upon the terms described herein.

(d) Neither this instrument 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; *provided, however*, that this instrument and/or the rights contained herein may be assigned without the Company's consent by the Investor to any other entity who directly or indirectly, controls, is controlled by or is under common control with the Investor, including, without limitation, any general partner, managing member, officer or director of the Investor, or any venture capital fund now or hereafter existing which is controlled by one or more general partners or managing members of, or shares the same management company with, the Investor; and *provided, further*, that the Company may assign this instrument in whole, without the consent of the Investor, in connection with a reincorporation to change the Company's domicile.

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

(f) 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.

(Signature page follows)

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

Wing AI Technologies, Inc.:

By: 
Karan Kanwar, CEO


Address:

209 38th St, Apt B

Newport Beach, CA 92663

Email: karan@getwingapp.com

Karim Arabi

By: 
Karim Arabi

Address:

10364 Mahogany Ct

Rancho Cucamonga, CA 91737

Email: karabi@uci.edu

THIS INSTRUMENT AND ANY SECURITIES ISSUABLE PURSUANT HERETO HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE “**SECURITIES ACT**”), OR UNDER THE SECURITIES LAWS OF CERTAIN STATES. THESE SECURITIES MAY NOT BE OFFERED, SOLD OR OTHERWISE TRANSFERRED, PLEDGED OR HYPOTHECATED EXCEPT AS PERMITTED UNDER THE ACT AND APPLICABLE STATE SECURITIES LAWS PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT OR AN EXEMPTION THEREFROM.

WING AI TECHNOLOGIES, INC.

SAFE
(Simple Agreement for Future Equity)

THIS CERTIFIES THAT in exchange for the payment by Berkeley SkyDeck Fund I LP (the “**Investor**”) of \$55,000 (the “**Purchase Amount**”) on or about 3/17/2020, WING AI TECHNOLOGIES, INC., a Delaware corporation (the “**Company**”), hereby issues to the Investor the right to certain shares of the Company’s capital stock, subject to the terms set forth below.

The “**Valuation Cap**” is \$2,100,000

See **Section 2** for certain additional defined terms.

1. Events

(a) **Equity Financing.** If there is an Equity Financing before the expiration or termination of this instrument, the Company will automatically issue to the Investor either: (1) a number of shares of Standard Preferred Stock equal to the Purchase Amount divided by the price per share of the Standard Preferred Stock, if the pre-money valuation is less than or equal to the Valuation Cap; or (2) a number of shares of Safe Preferred Stock equal to the Purchase Amount divided by the Safe Price, if the pre-money valuation is greater than the Valuation Cap.

In connection with the issuance of Standard Preferred Stock or Safe Preferred Stock, as applicable, by the Company to the Investor pursuant to this Section 1(a):

(i) The Investor will execute and deliver to the Company all transaction documents related to the Equity Financing; *provided*, that such documents are the same documents to be entered into with the purchasers of Standard Preferred Stock, with appropriate variations for the Safe Preferred Stock if applicable, and *provided further*, that such documents have customary exceptions to any drag-along applicable to the Investor, including, without limitation, limited representations and warranties and limited liability and indemnification obligations on the part of the Investor; and

(ii) The Investor and the Company will execute a Pro Rata Rights Agreement, unless the Investor is already included in such rights in the transaction documents related to the Equity Financing.

(b) **Liquidity Event.** If there is a Liquidity Event before the expiration or termination of this instrument, the Investor will, at its option, either (i) receive a cash payment equal to the Purchase Amount (subject to the following paragraph) or (ii) automatically receive from the Company a number of shares of Common Stock equal to the Purchase Amount divided by the Liquidity Price, if the Investor fails to select the cash option.

In connection with Section (b)(i), the Purchase Amount will be due and payable by the Company to the Investor immediately prior to, or concurrent with, the consummation of the Liquidity Event. If there are not enough funds to pay the Investor and holders of other Safes (collectively, the “**Cash-Out Investors**”) in full, then all of the Company’s available funds will be distributed with equal priority and *pro rata* among the Cash-Out Investors in proportion to their Purchase Amounts, and the Cash-Out Investors will automatically receive the number of shares of Common Stock equal to the remaining unpaid Purchase Amount divided by the Liquidity Price. In connection with a Change of Control intended to qualify as a tax-free reorganization, the Company may reduce, *pro rata*, the Purchase Amounts payable to the Cash-Out Investors by the amount determined by its board of directors in good faith to be advisable for such Change of Control to qualify as a tax-free reorganization for U.S. federal income tax purposes, and in such case, the Cash-Out Investors will automatically receive the number of shares of Common Stock equal to the remaining unpaid Purchase Amount divided by the Liquidity Price.

(c) **Dissolution Event.** If there is a Dissolution Event before this instrument expires or terminates, the Company will pay an amount equal to the Purchase Amount, due and payable to the Investor immediately prior to, or concurrent with, the consummation of the Dissolution Event. The Purchase Amount will be paid prior and in preference to any Distribution of any of the assets of the Company to holders of outstanding Capital Stock by reason of their ownership thereof. If immediately prior to the consummation of the Dissolution Event, the assets of the Company legally available for distribution to the Investor and all holders of all other Safes (the “**Dissolving Investors**”), as determined in good faith by the Company’s board of directors, are insufficient to permit the payment to the Dissolving Investors of their respective Purchase Amounts, then the entire assets of the Company legally available for distribution will be distributed with equal priority and *pro rata* among the Dissolving Investors in proportion to the Purchase Amounts they would otherwise be entitled to receive pursuant to this Section 1(c).

(d) **Termination.** This instrument will expire and terminate (without relieving the Company of any obligations arising from a prior breach of or non-compliance with this instrument) upon either (i) the issuance of stock to the Investor pursuant to Section 1(a) or Section 1(b)(ii); or (ii) the payment, or setting aside for payment, of amounts due the Investor pursuant to Section 1(b)(i) or Section 1(c).

2. ***Definitions***

“**Capital Stock**” means the capital stock of the Company, including, without limitation, the “**Common Stock**” and the “**Preferred Stock**.”

“**Change of Control**” means (i) a transaction or series of related transactions in which any “person” or “group” (within the meaning of Section 13(d) and 14(d) of the Securities Exchange Act of 1934, as amended), becomes the “beneficial owner” (as defined in Rule 13d-3 under the Securities Exchange Act of 1934, as amended), directly or indirectly, of more than 50% of the outstanding voting securities of the Company having the right to vote for the election of members of the Company’s board of directors, (ii) any reorganization, merger or consolidation of the Company, other than a transaction or series of related

transactions in which the holders of the voting securities of the Company outstanding immediately prior to such transaction or series of related transactions retain, immediately after such transaction or series of related transactions, at least a majority of the total voting power represented by the outstanding voting securities of the Company or such other surviving or resulting entity or (iii) a sale, lease or other disposition of all or substantially all of the assets of the Company.

“Company Capitalization” means the sum, as of immediately prior to the Equity Financing, of: (1) all shares of Capital Stock (on an as-converted basis) issued and outstanding, assuming exercise or conversion of all outstanding vested and unvested options, warrants and other convertible securities, but excluding (A) this instrument, (B) all other Safes, and (C) convertible promissory notes; and (2) all shares of Common Stock reserved and available for future grant under any equity incentive or similar plan of the Company, and/or any equity incentive or similar plan to be created or increased in connection with the Equity Financing.

“Distribution” means the transfer to holders of Capital Stock by reason of their ownership thereof of cash or other property without consideration whether by way of dividend or otherwise, other than dividends on Common Stock payable in Common Stock, or the purchase or redemption of Capital Stock by the Company or its subsidiaries for cash or property other than: (i) repurchases of Common Stock held by employees, officers, directors or consultants of the Company or its subsidiaries pursuant to an agreement providing, as applicable, a right of first refusal or a right to repurchase shares upon termination of such service provider’s employment or services; or (ii) repurchases of Capital Stock in connection with the settlement of disputes with any stockholder.

“Dissolution Event” means (i) a voluntary termination of operations, (ii) a general assignment for the benefit of the Company’s creditors or (iii) any other liquidation, dissolution or winding up of the Company (excluding a Liquidity Event), whether voluntary or involuntary.

“Equity Financing” means a bona fide transaction or series of transactions with the principal purpose of raising capital, pursuant to which the Company issues and sells Preferred Stock at a fixed pre-money valuation .

“Initial Public Offering” means the closing of the Company’s first firm commitment underwritten initial public offering of Common Stock pursuant to a registration statement filed under the Securities Act.

“Liquidity Capitalization” means the number, as of immediately prior to the Liquidity Event, of shares of Capital Stock (on an as-converted basis) outstanding, assuming exercise or conversion of all outstanding vested and unvested options, warrants and other convertible securities, but excluding: (i) shares of Common Stock reserved and available for future grant under any equity incentive or similar plan; (ii) this instrument; (iii) other Safes; and (iv) convertible promissory notes.

“Liquidity Event” means a Change of Control or an Initial Public Offering.

“Liquidity Price” means the price per share equal to the Valuation Cap divided by the Liquidity Capitalization.

“Pro Rata Rights Agreement” means a written agreement between the Company and the Investor (and holders of other Safes, as appropriate) giving the Investor a right to purchase its *pro rata* share of private placements of securities by the Company occurring after the Equity Financing, subject to customary exceptions. *Pro rata* for purposes of the Pro Rata Rights Agreement will be calculated based on the ratio of (1) the number of shares of Capital Stock owned by the Investor immediately prior to the issuance of the securities to (2) the total number of shares of outstanding Capital Stock on a fully diluted basis, calculated as of immediately prior to the issuance of the securities.

“Safe” means an instrument containing a future right to shares of Capital Stock, similar in form and content to this instrument, purchased by investors for the purpose of funding the Company’s business operations.

“Safe Preferred Stock” means the shares of a series of Preferred Stock issued to the Investor in an Equity Financing, having the identical rights, privileges, preferences and restrictions as the shares of Standard Preferred Stock, other than with respect to: (i) the per share liquidation preference and the conversion price for purposes of price-based anti-dilution protection, which will equal the Safe Price; and (ii) the basis for any dividend rights, which will be based on the Safe Price.

“Safe Price” means the price per share equal to the Valuation Cap divided by the Company Capitalization.

“Standard Preferred Stock” means the shares of a series of Preferred Stock issued to the investors investing new money in the Company in connection with the initial closing of the Equity Financing.

3. ***Company Representations***

(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 instrument is within the power of the Company and, other than with respect to the actions to be taken when equity is to be issued to the Investor, has been duly authorized by all necessary actions on the part of the Company. This instrument 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) The performance and consummation of the transactions contemplated by this instrument 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) No consents or approvals are required in connection with the performance of this instrument, other than: (i) the Company's corporate approvals; (ii) any qualifications or filings under applicable securities laws; and (iii) necessary corporate approvals for the authorization of Capital Stock issuable pursuant to Section 1.

(e) To its knowledge, the Company owns or possesses (or can obtain on commercially reasonable terms) sufficient legal rights to all patents, trademarks, service marks, trade names, copyrights, trade secrets, licenses, information, processes and other intellectual property rights necessary for its business as now conducted and as currently proposed to be conducted, without any conflict with, or infringement of the rights of, others.

4. *Investor Representations*

(a) The Investor has full legal capacity, power and authority to execute and deliver this instrument and to perform its obligations hereunder. This instrument constitutes valid and binding obligation of the Investor, 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) The Investor is an accredited investor as such term is defined in Rule 501 of Regulation D under the Securities Act. The Investor has been advised that this instrument and the underlying securities have not been registered under the Securities Act, or any state securities laws and, therefore, 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. The Investor is purchasing this instrument and the securities to be acquired by the Investor 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 the Investor has no present intention of selling, granting any participation in, or otherwise distributing the same. The Investor has such knowledge and experience in financial and business matters that the Investor is capable of evaluating the merits and risks of such investment, is able to incur a complete loss of such investment without impairing the Investor's financial condition and is able to bear the economic risk of such investment for an indefinite period of time.

5. *Miscellaneous*

(a) Any provision of this instrument may be amended, waived or modified only upon the written consent of the Company and the holders of a majority of the aggregate unpaid principal amount of outstanding Safe instruments with the same terms as this Safe; *provided, however*, that no such amendment, waiver or modification shall, without Investor's written consent, change (i) the Purchase Amount of this Safe, or (ii) this Section 5(a).

(b) Any notice required or permitted by this instrument will be deemed sufficient when delivered personally or by overnight courier or sent by email to the relevant address listed on the signature page, or 48 hours after being deposited in the U.S. mail as certified or registered mail with postage prepaid,

addressed to the party to be notified at such party's address listed on the signature page, as subsequently modified by written notice.

(c) The Investor is not entitled, as a holder of this instrument, to vote or receive dividends or be deemed the holder of Capital Stock for any purpose, nor will anything contained herein be construed to confer on the Investor, 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 subscription rights or otherwise until shares have been issued upon the terms described herein.

(d) Except to the extent required by law or to assert its rights hereunder, Investor shall not, without the prior written consent of Company, divulge or disclose to unauthorized persons, or use for any purpose (other than for purposes of this Safe) any confidential or proprietary information relating to the business or operations of the Company, its clients, investors, potential investors or donors or other third parties doing business with the Company ("**Confidential Information**"). Confidential Information includes, without limitation, all of Company's trade secrets and proprietary information including, without limitation, all matters related to software, data, and technical information, information systems, information security systems, all other matters of a technical nature, software programs, techniques, client lists, potential funding sources, marketing plans, formulae, ideas, financial data, investment and investment strategy, third party information provided to a party and shared in accordance with the terms hereof; provided, however, that Confidential Information does not include information that (i) is within the public domain, or comes within the public domain, in either event without any breach of this Safe, (ii) becomes available to the other party on a non-confidential basis from a source that such other party knows or reasonably believes is not prohibited from disclosing such Confidential Information by legal, contractual, or fiduciary obligations, (iii) is independently developed or conceived (as demonstrated by reasonable written evidence) by the other party, or (iv) was known by the other party (as demonstrated by reasonable written evidence) prior to disclosure by such party. Investor understands the extremely sensitive nature of investor information and financial matters, and of Company proprietary research, business plans, and financial and other matters, and shall accord the strictest confidence to such information and matters.

(i) Confidential Information shall be protected by Investor by all reasonable legal and technical means, including without limitation those steps which the party takes to protect its own trade secrets, used only for the purpose of implementing this Safe, and disclosed only to those within the Investor's organization that has a need to know to perform this Safe, provided that the Investor shall be fully responsible for the acts and omissions of anyone who gained access to the Confidential Information through the Investor, including its limited partners and potential investors, and provided further, that the Company hereby agrees and acknowledges that Investor (together with its affiliates) is a professional investment fund, and as such invests in numerous portfolio companies, some of which may be deemed competitive with the Company's business (as currently conducted or as currently propose to be conducted).

(ii) The Company hereby agrees that, to the extent permitted under applicable law, Investor shall not be liable to the Company for any claim arising out of, or based upon, (i) the investment by Investor in any entity competitive with the Company, or (ii) actions taken by any partner, officer or other representative of Investor to assist any such competitive company, whether or not such action was taken as a member of the board of directors of such competitive company or otherwise, and whether or not such action has a detrimental effect on the Company; provided, however, that the foregoing shall not relieve Investor from

liability associated with the unauthorized use or disclosure of the Company's Confidential Information obtained pursuant to this Safe.

(iii) Notwithstanding the foregoing, this Section 5(d) shall not restrict the Investor as to the disclosure or use of Confidential Information (A) provided by Investor to its limited partners that are bound by confidentiality obligations no less restrictive than this Section 5(d), (B) provided by Investor to potential limited partners that are bound by confidentiality obligations no less restrictive than this Section 5(d) in connection with the evaluation by the potential limited partner of an investment in Investor, or (C) provided by Investor to third party service providers who provide administrative, audit, or similar services to Investor and are bound by confidentiality obligations no less restrictive than this Section 5(d), provided that the Investor shall be fully responsible for the acts and omissions of anyone who gained access to the Confidential Information through the Investor.

(e) Neither this instrument 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; *provided, however*, that this instrument and/or the rights contained herein may be assigned without the Company's consent by the Investor to any other entity who directly or indirectly, controls, is controlled by or is under common control with the Investor, including, without limitation, any general partner, managing member, officer or director of the Investor, or any venture capital fund now or hereafter existing which is controlled by one or more general partners or managing members of, or shares the same management company with, the Investor; and *provided, further*, that the Company may assign this instrument in whole, without the consent of the Investor, in connection with a reincorporation to change the Company's domicile.

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

(g) All rights and obligations hereunder will be governed by the laws of the State of California, without regard to the conflicts of law provisions of such jurisdiction.

(Signature page follows)

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

WING AI TECHNOLOGIES, INC.

By:

DocuSigned by:
Karan Kanwar
3E3F399934654ED...
Name: Karan Kanwar

Address: 209 38th St Apt B, Newport Beach, CA 92663

Email: karan@getwingapp.com

INVESTOR:

BERKELEY SKYDECK FUND I LP

By:

DocuSigned by:
Ziqiang Tang
DE8E9DB803A442Z...
Ziqiang Tang, Managing Member of
Berkeley SkyDeck Fund I GP, LLC,
its General Partner

Address: University of California, Berkeley
2150 Shattuck Avenue, Penthouse 1300
Berkeley, CA 94704

Email: ctang@skydeck.vc

THIS INSTRUMENT AND ANY SECURITIES ISSUABLE PURSUANT HERETO HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE “**SECURITIES ACT**”), OR UNDER THE SECURITIES LAWS OF CERTAIN STATES. THESE SECURITIES MAY NOT BE OFFERED, SOLD OR OTHERWISE TRANSFERRED, PLEDGED OR HYPOTHECATED EXCEPT AS PERMITTED UNDER THE ACT AND APPLICABLE STATE SECURITIES LAWS PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT OR AN EXEMPTION THEREFROM.

WING AI TECHNOLOGIES, INC.

SAFE
(Simple Agreement for Future Equity)

THIS CERTIFIES THAT in exchange for the payment by Berkeley SkyDeck Fund I LP (the “**Investor**”) of \$50,000 (the “**Purchase Amount**”) on or about 7/13/2020, WING AI TECHNOLOGIES, INC., a Delaware corporation (the “**Company**”), hereby issues to the Investor the right to certain shares of the Company’s capital stock, subject to the terms set forth below.

The “**Valuation Cap**” is \$2,100,000

See **Section 2** for certain additional defined terms.

1. Events

(a) **Equity Financing.** If there is an Equity Financing before the expiration or termination of this instrument, the Company will automatically issue to the Investor either: (1) a number of shares of Standard Preferred Stock equal to the Purchase Amount divided by the price per share of the Standard Preferred Stock, if the pre-money valuation is less than or equal to the Valuation Cap; or (2) a number of shares of Safe Preferred Stock equal to the Purchase Amount divided by the Safe Price, if the pre-money valuation is greater than the Valuation Cap.

In connection with the issuance of Standard Preferred Stock or Safe Preferred Stock, as applicable, by the Company to the Investor pursuant to this Section 1(a):

(i) The Investor will execute and deliver to the Company all transaction documents related to the Equity Financing; *provided*, that such documents are the same documents to be entered into with the purchasers of Standard Preferred Stock, with appropriate variations for the Safe Preferred Stock if applicable, and *provided further*, that such documents have customary exceptions to any drag-along applicable to the Investor, including, without limitation, limited representations and warranties and limited liability and indemnification obligations on the part of the Investor; and

(ii) The Investor and the Company will execute a Pro Rata Rights Agreement, unless the Investor is already included in such rights in the transaction documents related to the Equity Financing.

(b) **Liquidity Event.** If there is a Liquidity Event before the expiration or termination of this instrument, the Investor will, at its option, either (i) receive a cash payment equal to the Purchase Amount

(subject to the following paragraph) or (ii) automatically receive from the Company a number of shares of Common Stock equal to the Purchase Amount divided by the Liquidity Price, if the Investor fails to select the cash option.

In connection with Section (b)(i), the Purchase Amount will be due and payable by the Company to the Investor immediately prior to, or concurrent with, the consummation of the Liquidity Event. If there are not enough funds to pay the Investor and holders of other Safes (collectively, the “**Cash-Out Investors**”) in full, then all of the Company’s available funds will be distributed with equal priority and *pro rata* among the Cash-Out Investors in proportion to their Purchase Amounts, and the Cash-Out Investors will automatically receive the number of shares of Common Stock equal to the remaining unpaid Purchase Amount divided by the Liquidity Price. In connection with a Change of Control intended to qualify as a tax-free reorganization, the Company may reduce, *pro rata*, the Purchase Amounts payable to the Cash-Out Investors by the amount determined by its board of directors in good faith to be advisable for such Change of Control to qualify as a tax-free reorganization for U.S. federal income tax purposes, and in such case, the Cash-Out Investors will automatically receive the number of shares of Common Stock equal to the remaining unpaid Purchase Amount divided by the Liquidity Price.

(c) **Dissolution Event.** If there is a Dissolution Event before this instrument expires or terminates, the Company will pay an amount equal to the Purchase Amount, due and payable to the Investor immediately prior to, or concurrent with, the consummation of the Dissolution Event. The Purchase Amount will be paid prior and in preference to any Distribution of any of the assets of the Company to holders of outstanding Capital Stock by reason of their ownership thereof. If immediately prior to the consummation of the Dissolution Event, the assets of the Company legally available for distribution to the Investor and all holders of all other Safes (the “**Dissolving Investors**”), as determined in good faith by the Company’s board of directors, are insufficient to permit the payment to the Dissolving Investors of their respective Purchase Amounts, then the entire assets of the Company legally available for distribution will be distributed with equal priority and *pro rata* among the Dissolving Investors in proportion to the Purchase Amounts they would otherwise be entitled to receive pursuant to this Section 1(c).

(d) **Termination.** This instrument will expire and terminate (without relieving the Company of any obligations arising from a prior breach of or non-compliance with this instrument) upon either (i) the issuance of stock to the Investor pursuant to Section 1(a) or Section 1(b)(ii); or (ii) the payment, or setting aside for payment, of amounts due the Investor pursuant to Section 1(b)(i) or Section 1(c).

2. ***Definitions***

“**Capital Stock**” means the capital stock of the Company, including, without limitation, the “**Common Stock**” and the “**Preferred Stock**.”

“**Change of Control**” means (i) a transaction or series of related transactions in which any “person” or “group” (within the meaning of Section 13(d) and 14(d) of the Securities Exchange Act of 1934, as amended), becomes the “beneficial owner” (as defined in Rule 13d-3 under the Securities Exchange Act of 1934, as amended), directly or indirectly, of more than 50% of the outstanding voting securities of the Company having the right to vote for the election of members of the Company’s board of directors, (ii) any reorganization, merger or consolidation of the Company, other than a transaction or series of related transactions in which the holders of the voting securities of the Company outstanding immediately prior to such transaction or series of related transactions retain, immediately after such transaction or series of related

transactions, at least a majority of the total voting power represented by the outstanding voting securities of the Company or such other surviving or resulting entity or (iii) a sale, lease or other disposition of all or substantially all of the assets of the Company.

"Company Capitalization" means the sum, as of immediately prior to the Equity Financing, of: (1) all shares of Capital Stock (on an as-converted basis) issued and outstanding, assuming exercise or conversion of all outstanding vested and unvested options, warrants and other convertible securities, but excluding (A) this instrument, (B) all other Safes, and (C) convertible promissory notes; and (2) all shares of Common Stock reserved and available for future grant under any equity incentive or similar plan of the Company, and/or any equity incentive or similar plan to be created or increased in connection with the Equity Financing.

"Distribution" means the transfer to holders of Capital Stock by reason of their ownership thereof of cash or other property without consideration whether by way of dividend or otherwise, other than dividends on Common Stock payable in Common Stock, or the purchase or redemption of Capital Stock by the Company or its subsidiaries for cash or property other than: (i) repurchases of Common Stock held by employees, officers, directors or consultants of the Company or its subsidiaries pursuant to an agreement providing, as applicable, a right of first refusal or a right to repurchase shares upon termination of such service provider's employment or services; or (ii) repurchases of Capital Stock in connection with the settlement of disputes with any stockholder.

"Dissolution Event" means (i) a voluntary termination of operations, (ii) a general assignment for the benefit of the Company's creditors or (iii) any other liquidation, dissolution or winding up of the Company (excluding a Liquidity Event), whether voluntary or involuntary.

"Equity Financing" means a bona fide transaction or series of transactions with the principal purpose of raising capital, pursuant to which the Company issues and sells Preferred Stock at a fixed pre-money valuation .

"Initial Public Offering" means the closing of the Company's first firm commitment underwritten initial public offering of Common Stock pursuant to a registration statement filed under the Securities Act.

"Liquidity Capitalization" means the number, as of immediately prior to the Liquidity Event, of shares of Capital Stock (on an as-converted basis) outstanding, assuming exercise or conversion of all outstanding vested and unvested options, warrants and other convertible securities, but excluding: (i) shares of Common Stock reserved and available for future grant under any equity incentive or similar plan; (ii) this instrument; (iii) other Safes; and (iv) convertible promissory notes.

"Liquidity Event" means a Change of Control or an Initial Public Offering.

"Liquidity Price" means the price per share equal to the Valuation Cap divided by the Liquidity Capitalization.

"Pro Rata Rights Agreement" means a written agreement between the Company and the Investor (and holders of other Safes, as appropriate) giving the Investor a right to purchase its *pro rata* share of private placements of securities by the Company occurring after the Equity Financing, subject to

customary exceptions. *Pro rata* for purposes of the Pro Rata Rights Agreement will be calculated based on the ratio of (1) the number of shares of Capital Stock owned by the Investor immediately prior to the issuance of the securities to (2) the total number of shares of outstanding Capital Stock on a fully diluted basis, calculated as of immediately prior to the issuance of the securities.

“**Safe**” means an instrument containing a future right to shares of Capital Stock, similar in form and content to this instrument, purchased by investors for the purpose of funding the Company’s business operations.

“**Safe Preferred Stock**” means the shares of a series of Preferred Stock issued to the Investor in an Equity Financing, having the identical rights, privileges, preferences and restrictions as the shares of Standard Preferred Stock, other than with respect to: (i) the per share liquidation preference and the conversion price for purposes of price-based anti-dilution protection, which will equal the Safe Price; and (ii) the basis for any dividend rights, which will be based on the Safe Price.

“**Safe Price**” means the price per share equal to the Valuation Cap divided by the Company Capitalization.

“**Standard Preferred Stock**” means the shares of a series of Preferred Stock issued to the investors investing new money in the Company in connection with the initial closing of the Equity Financing.

3. *Company Representations*

(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 instrument is within the power of the Company and, other than with respect to the actions to be taken when equity is to be issued to the Investor, has been duly authorized by all necessary actions on the part of the Company. This instrument 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) The performance and consummation of the transactions contemplated by this instrument 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) No consents or approvals are required in connection with the performance of this instrument, other than: (i) the Company's corporate approvals; (ii) any qualifications or filings under applicable securities laws; and (iii) necessary corporate approvals for the authorization of Capital Stock issuable pursuant to Section 1.

(e) To its knowledge, the Company owns or possesses (or can obtain on commercially reasonable terms) sufficient legal rights to all patents, trademarks, service marks, trade names, copyrights, trade secrets, licenses, information, processes and other intellectual property rights necessary for its business as now conducted and as currently proposed to be conducted, without any conflict with, or infringement of the rights of, others.

4. *Investor Representations*

(a) The Investor has full legal capacity, power and authority to execute and deliver this instrument and to perform its obligations hereunder. This instrument constitutes valid and binding obligation of the Investor, 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) The Investor is an accredited investor as such term is defined in Rule 501 of Regulation D under the Securities Act. The Investor has been advised that this instrument and the underlying securities have not been registered under the Securities Act, or any state securities laws and, therefore, 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. The Investor is purchasing this instrument and the securities to be acquired by the Investor 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 the Investor has no present intention of selling, granting any participation in, or otherwise distributing the same. The Investor has such knowledge and experience in financial and business matters that the Investor is capable of evaluating the merits and risks of such investment, is able to incur a complete loss of such investment without impairing the Investor's financial condition and is able to bear the economic risk of such investment for an indefinite period of time.

5. *Miscellaneous*

(a) Any provision of this instrument may be amended, waived or modified only upon the written consent of the Company and the holders of a majority of the aggregate unpaid principal amount of outstanding Safe instruments with the same terms as this Safe; *provided, however*, that no such amendment, waiver or modification shall, without Investor's written consent, change (i) the Purchase Amount of this Safe, or (ii) this Section 5(a).

(b) Any notice required or permitted by this instrument will be deemed sufficient when delivered personally or by overnight courier or sent by email to the relevant address listed on the signature page, or 48 hours after being deposited in the U.S. mail as certified or registered mail with postage prepaid, addressed to the party to be notified at such party's address listed on the signature page, as subsequently modified by written notice.

(c) The Investor is not entitled, as a holder of this instrument, to vote or receive dividends or be deemed the holder of Capital Stock for any purpose, nor will anything contained herein be construed to confer on the Investor, 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 subscription rights or otherwise until shares have been issued upon the terms described herein.

(d) Except to the extent required by law or to assert its rights hereunder, Investor shall not, without the prior written consent of Company, divulge or disclose to unauthorized persons, or use for any purpose (other than for purposes of this Safe) any confidential or proprietary information relating to the business or operations of the Company, its clients, investors, potential investors or donors or other third parties doing business with the Company ("**Confidential Information**"). Confidential Information includes, without limitation, all of Company's trade secrets and proprietary information including, without limitation, all matters related to software, data, and technical information, information systems, information security systems, all other matters of a technical nature, software programs, techniques, client lists, potential funding sources, marketing plans, formulae, ideas, financial data, investment and investment strategy, third party information provided to a party and shared in accordance with the terms hereof; provided, however, that Confidential Information does not include information that (i) is within the public domain, or comes within the public domain, in either event without any breach of this Safe, (ii) becomes available to the other party on a non-confidential basis from a source that such other party knows or reasonably believes is not prohibited from disclosing such Confidential Information by legal, contractual, or fiduciary obligations, (iii) is independently developed or conceived (as demonstrated by reasonable written evidence) by the other party, or (iv) was known by the other party (as demonstrated by reasonable written evidence) prior to disclosure by such party. Investor understands the extremely sensitive nature of investor information and financial matters, and of Company proprietary research, business plans, and financial and other matters, and shall accord the strictest confidence to such information and matters.

(i) Confidential Information shall be protected by Investor by all reasonable legal and technical means, including without limitation those steps which the party takes to protect its own trade secrets, used only for the purpose of implementing this Safe, and disclosed only to those within the Investor's organization that has a need to know to perform this Safe, provided that the Investor shall be fully responsible for the acts and omissions of anyone who gained access to the Confidential Information through the Investor, including its limited partners and potential investors, and provided further, that the Company hereby agrees and acknowledges that Investor (together with its affiliates) is a professional investment fund, and as such invests in numerous portfolio companies, some of which may be deemed competitive with the Company's business (as currently conducted or as currently propose to be conducted).

(ii) The Company hereby agrees that, to the extent permitted under applicable law, Investor shall not be liable to the Company for any claim arising out of, or based upon, (i) the investment by Investor in any entity competitive with the Company, or (ii) actions taken by any partner, officer or other representative of Investor to assist any such competitive company, whether or not such action was taken as a member of the board of directors of such competitive company or otherwise, and whether or not such action has a detrimental effect on the Company; provided, however, that the foregoing shall not relieve Investor from liability associated with the unauthorized use or disclosure of the Company's Confidential Information obtained pursuant to this Safe.

(iii) Notwithstanding the foregoing, this Section 5(d) shall not restrict the Investor as to the disclosure or use of Confidential Information (A) provided by Investor to its limited partners that are bound by confidentiality obligations no less restrictive than this Section 5(d), (B) provided by Investor to potential limited partners that are bound by confidentiality obligations no less restrictive than this Section 5(d) in connection with the evaluation by the potential limited partner of an investment in Investor, or (C) provided by Investor to third party service providers who provide administrative, audit, or similar services to Investor and are bound by confidentiality obligations no less restrictive than this Section 5(d), provided that the Investor shall be fully responsible for the acts and omissions of anyone who gained access to the Confidential Information through the Investor.

(e) Neither this instrument 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; *provided, however*, that this instrument and/or the rights contained herein may be assigned without the Company's consent by the Investor to any other entity who directly or indirectly, controls, is controlled by or is under common control with the Investor, including, without limitation, any general partner, managing member, officer or director of the Investor, or any venture capital fund now or hereafter existing which is controlled by one or more general partners or managing members of, or shares the same management company with, the Investor; and *provided, further*, that the Company may assign this instrument in whole, without the consent of the Investor, in connection with a reincorporation to change the Company's domicile.

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

(g) All rights and obligations hereunder will be governed by the laws of the State of California, without regard to the conflicts of law provisions of such jurisdiction.

(Signature page follows)

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

WING AI TECHNOLOGIES, INC.

By: DocuSigned by:
Karan Kanwar
3E2F309634654EB...
Name: Karan Kanwar

Address: 209 38th St Apt B, Newport Beach, CA 92663

Email: karan@getwingapp.com

INVESTOR:

BERKELEY SKYDECK FUND I LP

By: DocuSigned by:
Ziqiang Tang
DE0E9DD003A4482...
Ziqiang Tang, Managing Member of
Berkeley SkyDeck Fund I GP, LLC,
its General Partner

Address: University of California, Berkeley
2150 Shattuck Avenue, Penthouse 1300
Berkeley, CA 94704

Email: ctang@skydeck.vc

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WING AI TECHNOLOGIES, INC.

SAFE
(Simple Agreement for Future Equity)

THIS CERTIFIES THAT in exchange for the payment by RTP Seed Ventures II, LP. (the “**Investor**”) of \$600,000 (the “**Purchase Amount**”) on or about July 2nd, 2021, Wing AI Technologies, Inc., a Delaware corporation (the “**Company**”), hereby issues to the Investor the right to certain shares of the Company’s capital stock, subject to the terms set forth below.

The “**Valuation Cap**” is \$8,000,000. See **Section 2** for certain additional defined terms.

1. Events

(a) **Equity Financing.** If there is an Equity Financing before the expiration or termination of this instrument, the Company will automatically issue to the Investor either: (1) a number of shares of Standard Preferred Stock equal to the Purchase Amount divided by the price per share of the Standard Preferred Stock, if the pre-money valuation is less than or equal to the Valuation Cap; or (2) a number of shares of Safe Preferred Stock equal to the Purchase Amount divided by the Safe Price, if the pre-money valuation is greater than the Valuation Cap.

In connection with the issuance of Standard Preferred Stock or Safe Preferred Stock, as applicable, by the Company to the Investor pursuant to this Section 1(a):

(i) The Investor will execute and deliver to the Company all transaction documents related to the Equity Financing; *provided*, that such documents are the same documents to be entered into with the purchasers of Standard Preferred Stock, with appropriate variations for the Safe Preferred Stock if applicable, and *provided further*, that such documents have customary exceptions to any drag-along applicable to the Investor, including, without limitation, limited representations and warranties and limited liability and indemnification obligations on the part of the Investor; and

(ii) The Investor and the Company will execute a Pro Rata Rights Agreement, unless the Investor is already included in such rights in the transaction documents related to the Equity Financing.

(b) **Liquidity Event.** If there is a Liquidity Event before the expiration or termination of this instrument, the Investor will, at its option, either (i) receive a cash payment equal to the Purchase Amount (subject to the following paragraph) or (ii) automatically receive from the Company a number of shares of Common Stock equal to the Purchase Amount divided by the Liquidity Price, if the Investor fails to select the cash option.

In connection with Section (b)(i), the Purchase Amount will be due and payable by the Company to the Investor immediately prior to, or concurrent with, the consummation of the Liquidity Event. If there are not enough funds to pay the Investor and holders of other Safes (collectively, the “**Cash-Out Investors**”) in full, then all of the Company’s available funds will be distributed with equal priority and *pro rata* among the Cash-Out Investors in proportion to their Purchase Amounts, and the Cash-Out Investors will automatically receive the number of shares of Common Stock equal to the remaining unpaid Purchase Amount divided by the Liquidity Price. In connection with a Change of Control

intended to qualify as a tax-free reorganization, the Company may reduce, *pro rata*, the Purchase Amounts payable to the Cash-Out Investors by the amount determined by its board of directors in good faith to be advisable for such Change of Control to qualify as a tax-free reorganization for U.S. federal income tax purposes, and in such case, the Cash-Out Investors will automatically receive the number of shares of Common Stock equal to the remaining unpaid Purchase Amount divided by the Liquidity Price.

(c) **Dissolution Event.** If there is a Dissolution Event before this instrument expires or terminates, the Company will pay an amount equal to the Purchase Amount, due and payable to the Investor immediately prior to, or concurrent with, the consummation of the Dissolution Event. The Purchase Amount will be paid prior and in preference to any Distribution of any of the assets of the Company to holders of outstanding Capital Stock by reason of their ownership thereof. If immediately prior to the consummation of the Dissolution Event, the assets of the Company legally available for distribution to the Investor and all holders of all other Safes (the "**Dissolving Investors**"), as determined in good faith by the Company's board of directors, are insufficient to permit the payment to the Dissolving Investors of their respective Purchase Amounts, then the entire assets of the Company legally available for distribution will be distributed with equal priority and *pro rata* among the Dissolving Investors in proportion to the Purchase Amounts they would otherwise be entitled to receive pursuant to this Section 1(c).

(d) **Termination.** This instrument will expire and terminate (without relieving the Company of any obligations arising from a prior breach of or non-compliance with this instrument) upon either (i) the issuance of stock to the Investor pursuant to Section 1(a) or Section 1(b)(ii); or (ii) the payment, or setting aside for payment, of amounts due the Investor pursuant to Section 1(b)(i) or Section 1(c).

2. Definitions

"**Capital Stock**" means the capital stock of the Company, including, without limitation, the "**Common Stock**" and the "**Preferred Stock**."

"**Change of Control**" means (i) a transaction or series of related transactions in which any "person" or "group" (within the meaning of Section 13(d) and 14(d) of the Securities Exchange Act of 1934, as amended), becomes the "beneficial owner" (as defined in Rule 13d-3 under the Securities Exchange Act of 1934, as amended), directly or indirectly, of more than 50% of the outstanding voting securities of the Company having the right to vote for the election of members of the Company's board of directors, (ii) any reorganization, merger or consolidation of the Company, other than a transaction or series of related transactions in which the holders of the voting securities of the Company outstanding immediately prior to such transaction or series of related transactions retain, immediately after such transaction or series of related transactions, at least a majority of the total voting power represented by the outstanding voting securities of the Company or such other surviving or resulting entity or (iii) a sale, lease or other disposition of all or substantially all of the assets of the Company.

"**Company Capitalization**" means the sum, as of immediately prior to the Equity Financing, of: (1) all shares of Capital Stock (on an as-converted basis) issued and outstanding, assuming exercise or conversion of all outstanding vested and unvested options, warrants and other convertible securities, but excluding (A) this instrument, (B) all other Safes, and (C) convertible promissory notes; and (2) all shares of Common Stock reserved and available for future grant under any equity incentive or similar plan of the Company, and/or any equity incentive or similar plan to be created or increased in connection with the Equity Financing.

"**Distribution**" means the transfer to holders of Capital Stock by reason of their ownership thereof of cash or other property without consideration whether by way of dividend or otherwise, other than dividends on Common Stock payable in Common Stock, or the purchase or redemption of Capital Stock by the Company or its subsidiaries for cash or property other than: (i) repurchases of Common Stock held by employees, officers, directors or consultants of the Company or its subsidiaries pursuant to an agreement providing, as applicable, a right of first refusal or a right to

repurchase shares upon termination of such service provider's employment or services; or (ii) repurchases of Capital Stock in connection with the settlement of disputes with any stockholder.

"Dissolution Event" means (i) a voluntary termination of operations, (ii) a general assignment for the benefit of the Company's creditors or (iii) any other liquidation, dissolution or winding up of the Company (excluding a Liquidity Event), whether voluntary or involuntary.

"Equity Financing" means a bona fide transaction or series of transactions with the principal purpose of raising capital, pursuant to which the Company issues and sells Preferred Stock at a fixed pre-money valuation.

"Initial Public Offering" means the closing of the Company's first firm commitment underwritten initial public offering of Common Stock pursuant to a registration statement filed under the Securities Act.

"Liquidity Capitalization" means the number, as of immediately prior to the Liquidity Event, of shares of Capital Stock (on an as-converted basis) outstanding, assuming exercise or conversion of all outstanding vested and unvested options, warrants and other convertible securities, but excluding: (i) shares of Common Stock reserved and available for future grant under any equity incentive or similar plan; (ii) this instrument; (iii) other Safes; and (iv) convertible promissory notes.

"Liquidity Event" means a Change of Control or an Initial Public Offering.

"Liquidity Price" means the price per share equal to the Valuation Cap divided by the Liquidity Capitalization.

"Pro Rata Rights Agreement" means a written agreement between the Company and the Investor (and holders of other Safes, as appropriate) giving the Investor a right to purchase its *pro rata* share of private placements of securities by the Company occurring after the Equity Financing, subject to customary exceptions. *Pro rata* for purposes of the Pro Rata Rights Agreement will be calculated based on the ratio of (1) the number of shares of Capital Stock owned by the Investor immediately prior to the issuance of the securities to (2) the total number of shares of outstanding Capital Stock on a fully diluted basis, calculated as of immediately prior to the issuance of the securities.

"Safe" means an instrument containing a future right to shares of Capital Stock, similar in form and content to this instrument, purchased by investors for the purpose of funding the Company's business operations.

"Safe Preferred Stock" means the shares of a series of Preferred Stock issued to the Investor in an Equity Financing, having the identical rights, privileges, preferences and restrictions as the shares of Standard Preferred Stock, other than with respect to: (i) the per share liquidation preference and the conversion price for purposes of price-based anti-dilution protection, which will equal the Safe Price; and (ii) the basis for any dividend rights, which will be based on the Safe Price.

"Safe Price" means the price per share equal to the Valuation Cap divided by the Company Capitalization.

"Standard Preferred Stock" means the shares of a series of Preferred Stock issued to the investors investing new money in the Company in connection with the initial closing of the Equity Financing.

3. *Company Representations*

(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 instrument is within the power of the Company and, other than with respect to the actions to be taken when equity is to be issued to the Investor, has been duly authorized by all necessary actions on the part of the Company. This instrument 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) The performance and consummation of the transactions contemplated by this instrument 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) No consents or approvals are required in connection with the performance of this instrument, other than: (i) the Company's corporate approvals; (ii) any qualifications or filings under applicable securities laws; and (iii) necessary corporate approvals for the authorization of Capital Stock issuable pursuant to Section 1.

(e) To its knowledge, the Company owns or possesses (or can obtain on commercially reasonable terms) sufficient legal rights to all patents, trademarks, service marks, trade names, copyrights, trade secrets, licenses, information, processes and other intellectual property rights necessary for its business as now conducted and as currently proposed to be conducted, without any conflict with, or infringement of the rights of, others.

4. *Investor Representations*

(a) The Investor has full legal capacity, power and authority to execute and deliver this instrument and to perform its obligations hereunder. This instrument constitutes valid and binding obligation of the Investor, 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) The Investor is an accredited investor as such term is defined in Rule 501 of Regulation D under the Securities Act. The Investor has been advised that this instrument and the underlying securities have not been registered under the Securities Act, or any state securities laws and, therefore, 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. The Investor is purchasing this instrument and the securities to be acquired by the Investor 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 the Investor has no present intention of selling, granting any participation in, or otherwise distributing the same. The Investor has such knowledge and experience in financial and business matters that the Investor is capable of evaluating the merits and risks of such investment, is able to incur a complete loss of such investment without impairing the Investor's financial condition and is able to bear the economic risk of such investment for an indefinite period of time.

5. *Miscellaneous*

(a) Any provision of this instrument may be amended, waived or modified only upon the written consent of the Company and the Investor.

(b) Any notice required or permitted by this instrument will be deemed sufficient when delivered personally or by overnight courier or sent by email to the relevant address listed on the signature page, or 48 hours after being deposited in the U.S. mail as certified or registered mail with postage prepaid, addressed to the party to be notified at such party's address listed on the signature page, as subsequently modified by written notice.

(c) The Investor is not entitled, as a holder of this instrument, to vote or receive dividends or be deemed the holder of Capital Stock for any purpose, nor will anything contained herein be construed to confer on the Investor, 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 subscription rights or otherwise until shares have been issued upon the terms described herein.

(d) Neither this instrument 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; *provided, however*, that this instrument and/or the rights contained herein may be assigned without the Company's consent by the Investor to any other entity who directly or indirectly, controls, is controlled by or is under common control with the Investor, including, without limitation, any general partner, managing member, officer or director of the Investor, or any venture capital fund now or hereafter existing which is controlled by one or more general partners or managing members of, or shares the same management company with, the Investor; and *provided, further*, that the Company may assign this instrument in whole, without the consent of the Investor, in connection with a reincorporation to change the Company's domicile.

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

(f) All rights and obligations hereunder will be governed by the laws of the State of [Governing Law Jurisdiction], without regard to the conflicts of law provisions of such jurisdiction.

(Signature page follows)

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

Wing AI Technologies, Inc.:

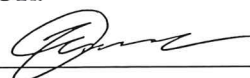
By: Karan Kanwar
Karan Kanwar, CEO

Address: 6415 Schmidt Ln, Apt B311

El Cerrito, CA 94530, USA

Email: karan@getwingapp.com

INVESTOR:

By: 
Name: Dimitri Boguslavsky

Title: Co-Managing Member of the General
Partner, RTP Seed Ventures II, LP

Address: 104 Fifth ave. 17th floor, New York
NY 10011

Email: Dimitri Boguslavsky

THIS INSTRUMENT AND ANY SECURITIES ISSUABLE PURSUANT HERETO HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE “**SECURITIES ACT**”), OR UNDER THE SECURITIES LAWS OF CERTAIN STATES. THESE SECURITIES MAY NOT BE OFFERED, SOLD OR OTHERWISE TRANSFERRED, PLEDGED OR HYPOTHECATED EXCEPT AS PERMITTED UNDER THE ACT AND APPLICABLE STATE SECURITIES LAWS PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT OR AN EXEMPTION THEREFROM.

WING AI TECHNOLOGIES, INC.

SAFE
(Simple Agreement for Future Equity)

THIS CERTIFIES THAT in exchange for the payment by Berkeley SkyDeck Fund I LP (the “**Investor**”) of \$200,000 (the “**Purchase Amount**”) on or about July 19, 2021, Wing AI Technologies, Inc., a Delaware corporation (the “**Company**”), hereby issues to the Investor the right to certain shares of the Company’s capital stock, subject to the terms set forth below.

The “**Valuation Cap**” is \$8,000,000. See **Section 2** for certain additional defined terms.

1. Events

(a) **Equity Financing.** If there is an Equity Financing before the expiration or termination of this instrument, the Company will automatically issue to the Investor either: (1) a number of shares of Standard Preferred Stock equal to the Purchase Amount divided by the price per share of the Standard Preferred Stock, if the pre-money valuation is less than or equal to the Valuation Cap; or (2) a number of shares of Safe Preferred Stock equal to the Purchase Amount divided by the Safe Price, if the pre-money valuation is greater than the Valuation Cap.

In connection with the issuance of Standard Preferred Stock or Safe Preferred Stock, as applicable, by the Company to the Investor pursuant to this Section 1(a):

(i) The Investor will execute and deliver to the Company all transaction documents related to the Equity Financing; *provided*, that such documents are the same documents to be entered into with the purchasers of Standard Preferred Stock, with appropriate variations for the Safe Preferred Stock if applicable, and *provided further*, that such documents have customary exceptions to any drag-along applicable to the Investor, including, without limitation, limited representations and warranties and limited liability and indemnification obligations on the part of the Investor; and

(ii) The Investor and the Company will execute a Pro Rata Rights Agreement, unless the Investor is already included in such rights in the transaction documents related to the Equity Financing.

(b) **Liquidity Event.** If there is a Liquidity Event before the expiration or termination of this instrument, the Investor will, at its option, either (i) receive a cash payment equal to the Purchase Amount (subject to the following paragraph) or (ii) automatically receive from the Company a number of shares of Common Stock equal to the Purchase Amount divided by the Liquidity Price, if the Investor fails to select the cash option.

In connection with Section (b)(i), the Purchase Amount will be due and payable by the Company to the Investor immediately prior to, or concurrent with, the consummation of the Liquidity Event. If there are not enough funds to pay the Investor and holders of other Safes (collectively, the “**Cash-Out Investors**”) in full, then all of the Company’s available funds will be distributed with equal priority and *pro rata* among the Cash-Out Investors in proportion to their Purchase Amounts, and the Cash-Out Investors will automatically receive the number of shares of Common Stock equal to the remaining unpaid Purchase Amount divided by the Liquidity Price. In connection with a Change of Control

intended to qualify as a tax-free reorganization, the Company may reduce, *pro rata*, the Purchase Amounts payable to the Cash-Out Investors by the amount determined by its board of directors in good faith to be advisable for such Change of Control to qualify as a tax-free reorganization for U.S. federal income tax purposes, and in such case, the Cash-Out Investors will automatically receive the number of shares of Common Stock equal to the remaining unpaid Purchase Amount divided by the Liquidity Price.

(c) **Dissolution Event.** If there is a Dissolution Event before this instrument expires or terminates, the Company will pay an amount equal to the Purchase Amount, due and payable to the Investor immediately prior to, or concurrent with, the consummation of the Dissolution Event. The Purchase Amount will be paid prior and in preference to any Distribution of any of the assets of the Company to holders of outstanding Capital Stock by reason of their ownership thereof. If immediately prior to the consummation of the Dissolution Event, the assets of the Company legally available for distribution to the Investor and all holders of all other Safes (the "**Dissolving Investors**"), as determined in good faith by the Company's board of directors, are insufficient to permit the payment to the Dissolving Investors of their respective Purchase Amounts, then the entire assets of the Company legally available for distribution will be distributed with equal priority and *pro rata* among the Dissolving Investors in proportion to the Purchase Amounts they would otherwise be entitled to receive pursuant to this Section 1(c).

(d) **Termination.** This instrument will expire and terminate (without relieving the Company of any obligations arising from a prior breach of or non-compliance with this instrument) upon either (i) the issuance of stock to the Investor pursuant to Section 1(a) or Section 1(b)(ii); or (ii) the payment, or setting aside for payment, of amounts due the Investor pursuant to Section 1(b)(i) or Section 1(c).

2. Definitions

"**Capital Stock**" means the capital stock of the Company, including, without limitation, the "**Common Stock**" and the "**Preferred Stock**."

"**Change of Control**" means (i) a transaction or series of related transactions in which any "person" or "group" (within the meaning of Section 13(d) and 14(d) of the Securities Exchange Act of 1934, as amended), becomes the "beneficial owner" (as defined in Rule 13d-3 under the Securities Exchange Act of 1934, as amended), directly or indirectly, of more than 50% of the outstanding voting securities of the Company having the right to vote for the election of members of the Company's board of directors, (ii) any reorganization, merger or consolidation of the Company, other than a transaction or series of related transactions in which the holders of the voting securities of the Company outstanding immediately prior to such transaction or series of related transactions retain, immediately after such transaction or series of related transactions, at least a majority of the total voting power represented by the outstanding voting securities of the Company or such other surviving or resulting entity or (iii) a sale, lease or other disposition of all or substantially all of the assets of the Company.

"**Company Capitalization**" means the sum, as of immediately prior to the Equity Financing, of: (1) all shares of Capital Stock (on an as-converted basis) issued and outstanding, assuming exercise or conversion of all outstanding vested and unvested options, warrants and other convertible securities, but excluding (A) this instrument, (B) all other Safes, and (C) convertible promissory notes; and (2) all shares of Common Stock reserved and available for future grant under any equity incentive or similar plan of the Company, and/or any equity incentive or similar plan to be created or increased in connection with the Equity Financing.

"**Distribution**" means the transfer to holders of Capital Stock by reason of their ownership thereof of cash or other property without consideration whether by way of dividend or otherwise, other than dividends on Common Stock payable in Common Stock, or the purchase or redemption of Capital Stock by the Company or its subsidiaries for cash or property other than: (i) repurchases of Common Stock held by employees, officers, directors or consultants of the Company or its subsidiaries pursuant to an agreement providing, as applicable, a right of first refusal or a right to

repurchase shares upon termination of such service provider's employment or services; or (ii) repurchases of Capital Stock in connection with the settlement of disputes with any stockholder.

"Dissolution Event" means (i) a voluntary termination of operations, (ii) a general assignment for the benefit of the Company's creditors or (iii) any other liquidation, dissolution or winding up of the Company (excluding a Liquidity Event), whether voluntary or involuntary.

"Equity Financing" means a bona fide transaction or series of transactions with the principal purpose of raising capital, pursuant to which the Company issues and sells Preferred Stock at a fixed pre-money valuation.

"Initial Public Offering" means the closing of the Company's first firm commitment underwritten initial public offering of Common Stock pursuant to a registration statement filed under the Securities Act.

"Liquidity Capitalization" means the number, as of immediately prior to the Liquidity Event, of shares of Capital Stock (on an as-converted basis) outstanding, assuming exercise or conversion of all outstanding vested and unvested options, warrants and other convertible securities, but excluding: (i) shares of Common Stock reserved and available for future grant under any equity incentive or similar plan; (ii) this instrument; (iii) other Safes; and (iv) convertible promissory notes.

"Liquidity Event" means a Change of Control or an Initial Public Offering.

"Liquidity Price" means the price per share equal to the Valuation Cap divided by the Liquidity Capitalization.

"Pro Rata Rights Agreement" means a written agreement between the Company and the Investor (and holders of other Safes, as appropriate) giving the Investor a right to purchase its *pro rata* share of private placements of securities by the Company occurring after the Equity Financing, subject to customary exceptions. *Pro rata* for purposes of the Pro Rata Rights Agreement will be calculated based on the ratio of (1) the number of shares of Capital Stock owned by the Investor immediately prior to the issuance of the securities to (2) the total number of shares of outstanding Capital Stock on a fully diluted basis, calculated as of immediately prior to the issuance of the securities.

"Safe" means an instrument containing a future right to shares of Capital Stock, similar in form and content to this instrument, purchased by investors for the purpose of funding the Company's business operations.

"Safe Preferred Stock" means the shares of a series of Preferred Stock issued to the Investor in an Equity Financing, having the identical rights, privileges, preferences and restrictions as the shares of Standard Preferred Stock, other than with respect to: (i) the per share liquidation preference and the conversion price for purposes of price-based anti-dilution protection, which will equal the Safe Price; and (ii) the basis for any dividend rights, which will be based on the Safe Price.

"Safe Price" means the price per share equal to the Valuation Cap divided by the Company Capitalization.

"Standard Preferred Stock" means the shares of a series of Preferred Stock issued to the investors investing new money in the Company in connection with the initial closing of the Equity Financing.

3. *Company Representations*

(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 instrument is within the power of the Company and, other than with respect to the actions to be taken when equity is to be issued to the Investor, has been duly authorized by all necessary actions on the part of the Company. This instrument 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) The performance and consummation of the transactions contemplated by this instrument 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) No consents or approvals are required in connection with the performance of this instrument, other than: (i) the Company's corporate approvals; (ii) any qualifications or filings under applicable securities laws; and (iii) necessary corporate approvals for the authorization of Capital Stock issuable pursuant to Section 1.

(e) To its knowledge, the Company owns or possesses (or can obtain on commercially reasonable terms) sufficient legal rights to all patents, trademarks, service marks, trade names, copyrights, trade secrets, licenses, information, processes and other intellectual property rights necessary for its business as now conducted and as currently proposed to be conducted, without any conflict with, or infringement of the rights of, others.

4. *Investor Representations*

(a) The Investor has full legal capacity, power and authority to execute and deliver this instrument and to perform its obligations hereunder. This instrument constitutes valid and binding obligation of the Investor, 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) The Investor is an accredited investor as such term is defined in Rule 501 of Regulation D under the Securities Act. The Investor has been advised that this instrument and the underlying securities have not been registered under the Securities Act, or any state securities laws and, therefore, 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. The Investor is purchasing this instrument and the securities to be acquired by the Investor 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 the Investor has no present intention of selling, granting any participation in, or otherwise distributing the same. The Investor has such knowledge and experience in financial and business matters that the Investor is capable of evaluating the merits and risks of such investment, is able to incur a complete loss of such investment without impairing the Investor's financial condition and is able to bear the economic risk of such investment for an indefinite period of time.

5. *Miscellaneous*

(a) Any provision of this instrument may be amended, waived or modified only upon the written consent of the Company and the Investor.

(b) Any notice required or permitted by this instrument will be deemed sufficient when delivered personally or by overnight courier or sent by email to the relevant address listed on the signature page, or 48 hours after being deposited in the U.S. mail as certified or registered mail with postage prepaid, addressed to the party to be notified at such party's address listed on the signature page, as subsequently modified by written notice.

(c) The Investor is not entitled, as a holder of this instrument, to vote or receive dividends or be deemed the holder of Capital Stock for any purpose, nor will anything contained herein be construed to confer on the Investor, 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 subscription rights or otherwise until shares have been issued upon the terms described herein.

(d) Neither this instrument 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; *provided, however*, that this instrument and/or the rights contained herein may be assigned without the Company's consent by the Investor to any other entity who directly or indirectly, controls, is controlled by or is under common control with the Investor, including, without limitation, any general partner, managing member, officer or director of the Investor, or any venture capital fund now or hereafter existing which is controlled by one or more general partners or managing members of, or shares the same management company with, the Investor; and *provided, further*, that the Company may assign this instrument in whole, without the consent of the Investor, in connection with a reincorporation to change the Company's domicile.

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

(f) 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.

(Signature page follows)

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

Wing AI Technologies, Inc.:

By: 
Karan Kanwar, CEO

Address:

6415 Schmidt Ln, Apt B311

El Cerrito, CA 94530

Email: karan@getwingapp.com

Berkeley SkyDeck Fund I LP:

By: 
*Ziqiang Tang, Managing Member/General
Partner of Berkeley SkyDeck Fund I GP, LLC*

Address:

University of California, Berkeley

2150 Shattuck Avenue, Penthouse 1300

Berkeley, CA 94704

Email: ctang@skydeck.vc

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07 / 14 / 2021
00:08:35 UTC

Sent for signature to Karan Kanwar (karan@getwingapp.com) and Ziqiang Tang (ctang@skydeck.vc) from rolandpolzin@gmail.com
IP: 104.12.136.82



07 / 14 / 2021
00:32:05 UTC

Viewed by Karan Kanwar (karan@getwingapp.com)
IP: 168.70.104.38



07 / 14 / 2021
00:32:37 UTC

Signed by Karan Kanwar (karan@getwingapp.com)
IP: 168.70.104.38



07 / 15 / 2021
21:13:56 UTC

Viewed by Ziqiang Tang (ctang@skydeck.vc)
IP: 137.116.163.131



07 / 16 / 2021
00:55:55 UTC

Signed by Ziqiang Tang (ctang@skydeck.vc)
IP: 23.228.102.68



07 / 16 / 2021
00:55:55 UTC

The document has been completed.

THIS INSTRUMENT AND ANY SECURITIES ISSUABLE PURSUANT HERETO HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE “**SECURITIES ACT**”), OR UNDER THE SECURITIES LAWS OF CERTAIN STATES. THESE SECURITIES MAY NOT BE OFFERED, SOLD OR OTHERWISE TRANSFERRED, PLEDGED OR HYPOTHECATED EXCEPT AS PERMITTED UNDER THE ACT AND APPLICABLE STATE SECURITIES LAWS PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT OR AN EXEMPTION THEREFROM.

WING AI TECHNOLOGIES, INC.

SAFE

(Simple Agreement for Future Equity)

THIS CERTIFIES THAT in exchange for the payment by Andrew Moss (the “**Investor**”) of \$50,000 (the “**Purchase Amount**”) on or about July 20, 2021, Wing AI Technologies, Inc., a Delaware corporation (the “**Company**”), hereby issues to the Investor the right to certain shares of the Company’s capital stock, subject to the terms set forth below.

The “**Valuation Cap**” is \$8,000,000. See **Section 2** for certain additional defined terms.

1. Events

(a) **Equity Financing.** If there is an Equity Financing before the expiration or termination of this instrument, the Company will automatically issue to the Investor either: (1) a number of shares of Standard Preferred Stock equal to the Purchase Amount divided by the price per share of the Standard Preferred Stock, if the pre-money valuation is less than or equal to the Valuation Cap; or (2) a number of shares of Safe Preferred Stock equal to the Purchase Amount divided by the Safe Price, if the pre-money valuation is greater than the Valuation Cap.

In connection with the issuance of Standard Preferred Stock or Safe Preferred Stock, as applicable, by the Company to the Investor pursuant to this Section 1(a):

(i) The Investor will execute and deliver to the Company all transaction documents related to the Equity Financing; *provided*, that such documents are the same documents to be entered into with the purchasers of Standard Preferred Stock, with appropriate variations for the Safe Preferred Stock if applicable, and *provided further*, that such documents have customary exceptions to any drag-along applicable to the Investor, including, without limitation, limited representations and warranties and limited liability and indemnification obligations on the part of the Investor; and

(ii) The Investor and the Company will execute a Pro Rata Rights Agreement, unless the Investor is already included in such rights in the transaction documents related to the Equity Financing.

(b) **Liquidity Event.** If there is a Liquidity Event before the expiration or termination of this instrument, the Investor will, at its option, either (i) receive a cash payment equal to the Purchase Amount (subject to the following paragraph) or (ii) automatically receive from the Company a number of shares of Common Stock equal to the Purchase Amount divided by the Liquidity Price, if the Investor fails to select the cash option.

In connection with Section (b)(i), the Purchase Amount will be due and payable by the Company to the Investor immediately prior to, or concurrent with, the consummation of the Liquidity Event. If there are not enough funds to pay the Investor and holders of other Safes (collectively, the “**Cash-Out Investors**”) in full, then all of the Company’s available funds will be distributed with equal priority and *pro rata* among the Cash-Out Investors in proportion to their Purchase Amounts, and the Cash-Out Investors will automatically receive the number of shares of Common Stock equal to the remaining unpaid Purchase Amount divided by the Liquidity Price. In connection with a Change of Control

intended to qualify as a tax-free reorganization, the Company may reduce, *pro rata*, the Purchase Amounts payable to the Cash-Out Investors by the amount determined by its board of directors in good faith to be advisable for such Change of Control to qualify as a tax-free reorganization for U.S. federal income tax purposes, and in such case, the Cash-Out Investors will automatically receive the number of shares of Common Stock equal to the remaining unpaid Purchase Amount divided by the Liquidity Price.

(c) **Dissolution Event.** If there is a Dissolution Event before this instrument expires or terminates, the Company will pay an amount equal to the Purchase Amount, due and payable to the Investor immediately prior to, or concurrent with, the consummation of the Dissolution Event. The Purchase Amount will be paid prior and in preference to any Distribution of any of the assets of the Company to holders of outstanding Capital Stock by reason of their ownership thereof. If immediately prior to the consummation of the Dissolution Event, the assets of the Company legally available for distribution to the Investor and all holders of all other Safes (the “**Dissolving Investors**”), as determined in good faith by the Company’s board of directors, are insufficient to permit the payment to the Dissolving Investors of their respective Purchase Amounts, then the entire assets of the Company legally available for distribution will be distributed with equal priority and *pro rata* among the Dissolving Investors in proportion to the Purchase Amounts they would otherwise be entitled to receive pursuant to this Section 1(c).

(d) **Termination.** This instrument will expire and terminate (without relieving the Company of any obligations arising from a prior breach of or non-compliance with this instrument) upon either (i) the issuance of stock to the Investor pursuant to Section 1(a) or Section 1(b)(ii); or (ii) the payment, or setting aside for payment, of amounts due the Investor pursuant to Section 1(b)(i) or Section 1(c).

2. **Definitions**

“**Capital Stock**” means the capital stock of the Company, including, without limitation, the “**Common Stock**” and the “**Preferred Stock**.”

“**Change of Control**” means (i) a transaction or series of related transactions in which any “person” or “group” (within the meaning of Section 13(d) and 14(d) of the Securities Exchange Act of 1934, as amended), becomes the “beneficial owner” (as defined in Rule 13d-3 under the Securities Exchange Act of 1934, as amended), directly or indirectly, of more than 50% of the outstanding voting securities of the Company having the right to vote for the election of members of the Company’s board of directors, (ii) any reorganization, merger or consolidation of the Company, other than a transaction or series of related transactions in which the holders of the voting securities of the Company outstanding immediately prior to such transaction or series of related transactions retain, immediately after such transaction or series of related transactions, at least a majority of the total voting power represented by the outstanding voting securities of the Company or such other surviving or resulting entity or (iii) a sale, lease or other disposition of all or substantially all of the assets of the Company.

“**Company Capitalization**” means the sum, as of immediately prior to the Equity Financing, of: (1) all shares of Capital Stock (on an as-converted basis) issued and outstanding, assuming exercise or conversion of all outstanding vested and unvested options, warrants and other convertible securities, but excluding (A) this instrument, (B) all other Safes, and (C) convertible promissory notes; and (2) all shares of Common Stock reserved and available for future grant under any equity incentive or similar plan of the Company, and/or any equity incentive or similar plan to be created or increased in connection with the Equity Financing.

“**Distribution**” means the transfer to holders of Capital Stock by reason of their ownership thereof of cash or other property without consideration whether by way of dividend or otherwise, other than dividends on Common Stock payable in Common Stock, or the purchase or redemption of Capital Stock by the Company or its subsidiaries for cash or property other than: (i) repurchases of Common Stock held by employees, officers, directors or consultants of the Company or its subsidiaries pursuant to an agreement providing, as applicable, a right of first refusal or a right to

repurchase shares upon termination of such service provider's employment or services; or (ii) repurchases of Capital Stock in connection with the settlement of disputes with any stockholder.

"Dissolution Event" means (i) a voluntary termination of operations, (ii) a general assignment for the benefit of the Company's creditors or (iii) any other liquidation, dissolution or winding up of the Company (excluding a Liquidity Event), whether voluntary or involuntary.

"Equity Financing" means a bona fide transaction or series of transactions with the principal purpose of raising capital, pursuant to which the Company issues and sells Preferred Stock at a fixed pre-money valuation.

"Initial Public Offering" means the closing of the Company's first firm commitment underwritten initial public offering of Common Stock pursuant to a registration statement filed under the Securities Act.

"Liquidity Capitalization" means the number, as of immediately prior to the Liquidity Event, of shares of Capital Stock (on an as-converted basis) outstanding, assuming exercise or conversion of all outstanding vested and unvested options, warrants and other convertible securities, but excluding: (i) shares of Common Stock reserved and available for future grant under any equity incentive or similar plan; (ii) this instrument; (iii) other Safes; and (iv) convertible promissory notes.

"Liquidity Event" means a Change of Control or an Initial Public Offering.

"Liquidity Price" means the price per share equal to the Valuation Cap divided by the Liquidity Capitalization.

"Pro Rata Rights Agreement" means a written agreement between the Company and the Investor (and holders of other Safes, as appropriate) giving the Investor a right to purchase its *pro rata* share of private placements of securities by the Company occurring after the Equity Financing, subject to customary exceptions. *Pro rata* for purposes of the Pro Rata Rights Agreement will be calculated based on the ratio of (1) the number of shares of Capital Stock owned by the Investor immediately prior to the issuance of the securities to (2) the total number of shares of outstanding Capital Stock on a fully diluted basis, calculated as of immediately prior to the issuance of the securities.

"Safe" means an instrument containing a future right to shares of Capital Stock, similar in form and content to this instrument, purchased by investors for the purpose of funding the Company's business operations.

"Safe Preferred Stock" means the shares of a series of Preferred Stock issued to the Investor in an Equity Financing, having the identical rights, privileges, preferences and restrictions as the shares of Standard Preferred Stock, other than with respect to: (i) the per share liquidation preference and the conversion price for purposes of price-based anti-dilution protection, which will equal the Safe Price; and (ii) the basis for any dividend rights, which will be based on the Safe Price.

"Safe Price" means the price per share equal to the Valuation Cap divided by the Company Capitalization.

"Standard Preferred Stock" means the shares of a series of Preferred Stock issued to the investors investing new money in the Company in connection with the initial closing of the Equity Financing.

3. *Company Representations*

(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 instrument is within the power of the Company and, other than with respect to the actions to be taken when equity is to be issued to the Investor, has been duly authorized by all necessary actions on the part of the Company. This instrument 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) The performance and consummation of the transactions contemplated by this instrument 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) No consents or approvals are required in connection with the performance of this instrument, other than: (i) the Company's corporate approvals; (ii) any qualifications or filings under applicable securities laws; and (iii) necessary corporate approvals for the authorization of Capital Stock issuable pursuant to Section 1.

(e) To its knowledge, the Company owns or possesses (or can obtain on commercially reasonable terms) sufficient legal rights to all patents, trademarks, service marks, trade names, copyrights, trade secrets, licenses, information, processes and other intellectual property rights necessary for its business as now conducted and as currently proposed to be conducted, without any conflict with, or infringement of the rights of, others.

4. *Investor Representations*

(a) The Investor has full legal capacity, power and authority to execute and deliver this instrument and to perform its obligations hereunder. This instrument constitutes valid and binding obligation of the Investor, 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) The Investor is an accredited investor as such term is defined in Rule 501 of Regulation D under the Securities Act. The Investor has been advised that this instrument and the underlying securities have not been registered under the Securities Act, or any state securities laws and, therefore, 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. The Investor is purchasing this instrument and the securities to be acquired by the Investor 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 the Investor has no present intention of selling, granting any participation in, or otherwise distributing the same. The Investor has such knowledge and experience in financial and business matters that the Investor is capable of evaluating the merits and risks of such investment, is able to incur a complete loss of such investment without impairing the Investor's financial condition and is able to bear the economic risk of such investment for an indefinite period of time.

5. *Miscellaneous*

(a) Any provision of this instrument may be amended, waived or modified only upon the written consent of the Company and the Investor.

(b) Any notice required or permitted by this instrument will be deemed sufficient when delivered personally or by overnight courier or sent by email to the relevant address listed on the signature page, or 48 hours after being deposited in the U.S. mail as certified or registered mail with postage prepaid, addressed to the party to be notified at such party's address listed on the signature page, as subsequently modified by written notice.

(c) The Investor is not entitled, as a holder of this instrument, to vote or receive dividends or be deemed the holder of Capital Stock for any purpose, nor will anything contained herein be construed to confer on the Investor, 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 subscription rights or otherwise until shares have been issued upon the terms described herein.

(d) Neither this instrument 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; *provided, however*, that this instrument and/or the rights contained herein may be assigned without the Company's consent by the Investor to any other entity who directly or indirectly, controls, is controlled by or is under common control with the Investor, including, without limitation, any general partner, managing member, officer or director of the Investor, or any venture capital fund now or hereafter existing which is controlled by one or more general partners or managing members of, or shares the same management company with, the Investor; and *provided, further*, that the Company may assign this instrument in whole, without the consent of the Investor, in connection with a reincorporation to change the Company's domicile.

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

(f) 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.

(Signature page follows)

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

Wing AI Technologies, Inc.:

By: 
Karan Kanwar, CEO


Address:

6415 Schmidt Ln, Apt B311

El Cerrito, CA 94530

Email: karan@getwingapp.com

Andrew Moss

By: 
Andrew Moss

Address:

52 Atwood Street
Wellesley, MA
02482

Email: andrew@fingergroup.com

TITLE	Andrew Moss - \$50K SAFE 2021-07-20
FILE NAME	SAFE Wing - Andrew Moss - 2021.rtf
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AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	Completed

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SENT

07 / 20 / 2021

23:50:10 UTC

Sent for signature to Karan Kanwar (karan@getwingapp.com) and Andrew Moss (andrew@fingergroup.com) from rolandpolzin@gmail.com
IP: 104.12.136.82



VIEWED

07 / 20 / 2021

23:55:07 UTC

Viewed by Karan Kanwar (karan@getwingapp.com)
IP: 168.70.104.38



SIGNED

07 / 20 / 2021

23:57:01 UTC

Signed by Karan Kanwar (karan@getwingapp.com)
IP: 168.70.104.38



VIEWED

07 / 21 / 2021

00:29:15 UTC

Viewed by Andrew Moss (andrew@fingergroup.com)
IP: 73.38.157.208



SIGNED

07 / 21 / 2021

00:30:14 UTC

Signed by Andrew Moss (andrew@fingergroup.com)
IP: 73.38.157.208



COMPLETED

07 / 21 / 2021

00:30:14 UTC

The document has been completed.

THIS INSTRUMENT AND ANY SECURITIES ISSUABLE PURSUANT HERETO HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE “**SECURITIES ACT**”), OR UNDER THE SECURITIES LAWS OF CERTAIN STATES. THESE SECURITIES MAY NOT BE OFFERED, SOLD OR OTHERWISE TRANSFERRED, PLEDGED OR HYPOTHECATED EXCEPT AS PERMITTED UNDER THE ACT AND APPLICABLE STATE SECURITIES LAWS PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT OR AN EXEMPTION THEREFROM.

WING AI TECHNOLOGIES, INC.

SAFE
(Simple Agreement for Future Equity)

THIS CERTIFIES THAT in exchange for the payment by Toluwanimi Salako (the “**Investor**”) of \$15,000 (the “**Purchase Amount**”) on or about July 23, 2021, Wing AI Technologies, Inc., a Delaware corporation (the “**Company**”), hereby issues to the Investor the right to certain shares of the Company’s capital stock, subject to the terms set forth below.

The “**Valuation Cap**” is \$8,000,000. See **Section 2** for certain additional defined terms.

1. Events

(a) **Equity Financing.** If there is an Equity Financing before the expiration or termination of this instrument, the Company will automatically issue to the Investor either: (1) a number of shares of Standard Preferred Stock equal to the Purchase Amount divided by the price per share of the Standard Preferred Stock, if the pre-money valuation is less than or equal to the Valuation Cap; or (2) a number of shares of Safe Preferred Stock equal to the Purchase Amount divided by the Safe Price, if the pre-money valuation is greater than the Valuation Cap.

In connection with the issuance of Standard Preferred Stock or Safe Preferred Stock, as applicable, by the Company to the Investor pursuant to this Section 1(a):

(i) The Investor will execute and deliver to the Company all transaction documents related to the Equity Financing; *provided*, that such documents are the same documents to be entered into with the purchasers of Standard Preferred Stock, with appropriate variations for the Safe Preferred Stock if applicable, and *provided further*, that such documents have customary exceptions to any drag-along applicable to the Investor, including, without limitation, limited representations and warranties and limited liability and indemnification obligations on the part of the Investor; and

(ii) The Investor and the Company will execute a Pro Rata Rights Agreement, unless the Investor is already included in such rights in the transaction documents related to the Equity Financing.

(b) **Liquidity Event.** If there is a Liquidity Event before the expiration or termination of this instrument, the Investor will, at its option, either (i) receive a cash payment equal to the Purchase Amount (subject to the following paragraph) or (ii) automatically receive from the Company a number of shares of Common Stock equal to the Purchase Amount divided by the Liquidity Price, if the Investor fails to select the cash option.

In connection with Section (b)(i), the Purchase Amount will be due and payable by the Company to the Investor immediately prior to, or concurrent with, the consummation of the Liquidity Event. If there are not enough funds to pay the Investor and holders of other Safes (collectively, the “**Cash-Out Investors**”) in full, then all of the Company’s available funds will be distributed with equal priority and *pro rata* among the Cash-Out Investors in proportion to their Purchase Amounts, and the Cash-Out Investors will automatically receive the number of shares of Common Stock equal to the remaining unpaid Purchase Amount divided by the Liquidity Price. In connection with a Change of Control

intended to qualify as a tax-free reorganization, the Company may reduce, *pro rata*, the Purchase Amounts payable to the Cash-Out Investors by the amount determined by its board of directors in good faith to be advisable for such Change of Control to qualify as a tax-free reorganization for U.S. federal income tax purposes, and in such case, the Cash-Out Investors will automatically receive the number of shares of Common Stock equal to the remaining unpaid Purchase Amount divided by the Liquidity Price.

(c) **Dissolution Event**. If there is a Dissolution Event before this instrument expires or terminates, the Company will pay an amount equal to the Purchase Amount, due and payable to the Investor immediately prior to, or concurrent with, the consummation of the Dissolution Event. The Purchase Amount will be paid prior and in preference to any Distribution of any of the assets of the Company to holders of outstanding Capital Stock by reason of their ownership thereof. If immediately prior to the consummation of the Dissolution Event, the assets of the Company legally available for distribution to the Investor and all holders of all other Safes (the “**Dissolving Investors**”), as determined in good faith by the Company’s board of directors, are insufficient to permit the payment to the Dissolving Investors of their respective Purchase Amounts, then the entire assets of the Company legally available for distribution will be distributed with equal priority and *pro rata* among the Dissolving Investors in proportion to the Purchase Amounts they would otherwise be entitled to receive pursuant to this Section 1(c).

(d) **Termination**. This instrument will expire and terminate (without relieving the Company of any obligations arising from a prior breach of or non-compliance with this instrument) upon either (i) the issuance of stock to the Investor pursuant to Section 1(a) or Section 1(b)(ii); or (ii) the payment, or setting aside for payment, of amounts due the Investor pursuant to Section 1(b)(i) or Section 1(c).

2. *Definitions*

“**Capital Stock**” means the capital stock of the Company, including, without limitation, the “**Common Stock**” and the “**Preferred Stock**.”

“**Change of Control**” means (i) a transaction or series of related transactions in which any “person” or “group” (within the meaning of Section 13(d) and 14(d) of the Securities Exchange Act of 1934, as amended), becomes the “beneficial owner” (as defined in Rule 13d-3 under the Securities Exchange Act of 1934, as amended), directly or indirectly, of more than 50% of the outstanding voting securities of the Company having the right to vote for the election of members of the Company’s board of directors, (ii) any reorganization, merger or consolidation of the Company, other than a transaction or series of related transactions in which the holders of the voting securities of the Company outstanding immediately prior to such transaction or series of related transactions retain, immediately after such transaction or series of related transactions, at least a majority of the total voting power represented by the outstanding voting securities of the Company or such other surviving or resulting entity or (iii) a sale, lease or other disposition of all or substantially all of the assets of the Company.

“**Company Capitalization**” means the sum, as of immediately prior to the Equity Financing, of: (1) all shares of Capital Stock (on an as-converted basis) issued and outstanding, assuming exercise or conversion of all outstanding vested and unvested options, warrants and other convertible securities, but excluding (A) this instrument, (B) all other Safes, and (C) convertible promissory notes; and (2) all shares of Common Stock reserved and available for future grant under any equity incentive or similar plan of the Company, and/or any equity incentive or similar plan to be created or increased in connection with the Equity Financing.

“**Distribution**” means the transfer to holders of Capital Stock by reason of their ownership thereof of cash or other property without consideration whether by way of dividend or otherwise, other than dividends on Common Stock payable in Common Stock, or the purchase or redemption of Capital Stock by the Company or its subsidiaries for cash or property other than: (i) repurchases of Common Stock held by employees, officers, directors or consultants of the Company or its subsidiaries pursuant to an agreement providing, as applicable, a right of first refusal or a right to

repurchase shares upon termination of such service provider's employment or services; or (ii) repurchases of Capital Stock in connection with the settlement of disputes with any stockholder.

"Dissolution Event" means (i) a voluntary termination of operations, (ii) a general assignment for the benefit of the Company's creditors or (iii) any other liquidation, dissolution or winding up of the Company (excluding a Liquidity Event), whether voluntary or involuntary.

"Equity Financing" means a bona fide transaction or series of transactions with the principal purpose of raising capital, pursuant to which the Company issues and sells Preferred Stock at a fixed pre-money valuation.

"Initial Public Offering" means the closing of the Company's first firm commitment underwritten initial public offering of Common Stock pursuant to a registration statement filed under the Securities Act.

"Liquidity Capitalization" means the number, as of immediately prior to the Liquidity Event, of shares of Capital Stock (on an as-converted basis) outstanding, assuming exercise or conversion of all outstanding vested and unvested options, warrants and other convertible securities, but excluding: (i) shares of Common Stock reserved and available for future grant under any equity incentive or similar plan; (ii) this instrument; (iii) other Safes; and (iv) convertible promissory notes.

"Liquidity Event" means a Change of Control or an Initial Public Offering.

"Liquidity Price" means the price per share equal to the Valuation Cap divided by the Liquidity Capitalization.

"Pro Rata Rights Agreement" means a written agreement between the Company and the Investor (and holders of other Safes, as appropriate) giving the Investor a right to purchase its *pro rata* share of private placements of securities by the Company occurring after the Equity Financing, subject to customary exceptions. *Pro rata* for purposes of the Pro Rata Rights Agreement will be calculated based on the ratio of (1) the number of shares of Capital Stock owned by the Investor immediately prior to the issuance of the securities to (2) the total number of shares of outstanding Capital Stock on a fully diluted basis, calculated as of immediately prior to the issuance of the securities.

"Safe" means an instrument containing a future right to shares of Capital Stock, similar in form and content to this instrument, purchased by investors for the purpose of funding the Company's business operations.

"Safe Preferred Stock" means the shares of a series of Preferred Stock issued to the Investor in an Equity Financing, having the identical rights, privileges, preferences and restrictions as the shares of Standard Preferred Stock, other than with respect to: (i) the per share liquidation preference and the conversion price for purposes of price-based anti-dilution protection, which will equal the Safe Price; and (ii) the basis for any dividend rights, which will be based on the Safe Price.

"Safe Price" means the price per share equal to the Valuation Cap divided by the Company Capitalization.

"Standard Preferred Stock" means the shares of a series of Preferred Stock issued to the investors investing new money in the Company in connection with the initial closing of the Equity Financing.

3. *Company Representations*

(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 instrument is within the power of the Company and, other than with respect to the actions to be taken when equity is to be issued to the Investor, has been duly authorized by all necessary actions on the part of the Company. This instrument 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) The performance and consummation of the transactions contemplated by this instrument 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) No consents or approvals are required in connection with the performance of this instrument, other than: (i) the Company's corporate approvals; (ii) any qualifications or filings under applicable securities laws; and (iii) necessary corporate approvals for the authorization of Capital Stock issuable pursuant to Section 1.

(e) To its knowledge, the Company owns or possesses (or can obtain on commercially reasonable terms) sufficient legal rights to all patents, trademarks, service marks, trade names, copyrights, trade secrets, licenses, information, processes and other intellectual property rights necessary for its business as now conducted and as currently proposed to be conducted, without any conflict with, or infringement of the rights of, others.

4. *Investor Representations*

(a) The Investor has full legal capacity, power and authority to execute and deliver this instrument and to perform its obligations hereunder. This instrument constitutes valid and binding obligation of the Investor, 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) The Investor is an accredited investor as such term is defined in Rule 501 of Regulation D under the Securities Act. The Investor has been advised that this instrument and the underlying securities have not been registered under the Securities Act, or any state securities laws and, therefore, 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. The Investor is purchasing this instrument and the securities to be acquired by the Investor 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 the Investor has no present intention of selling, granting any participation in, or otherwise distributing the same. The Investor has such knowledge and experience in financial and business matters that the Investor is capable of evaluating the merits and risks of such investment, is able to incur a complete loss of such investment without impairing the Investor's financial condition and is able to bear the economic risk of such investment for an indefinite period of time.

5. *Miscellaneous*

(a) Any provision of this instrument may be amended, waived or modified only upon the written consent of the Company and the Investor.

(b) Any notice required or permitted by this instrument will be deemed sufficient when delivered personally or by overnight courier or sent by email to the relevant address listed on the signature page, or 48 hours after being deposited in the U.S. mail as certified or registered mail with postage prepaid, addressed to the party to be notified at such party's address listed on the signature page, as subsequently modified by written notice.

(c) The Investor is not entitled, as a holder of this instrument, to vote or receive dividends or be deemed the holder of Capital Stock for any purpose, nor will anything contained herein be construed to confer on the Investor, 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 subscription rights or otherwise until shares have been issued upon the terms described herein.

(d) Neither this instrument 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; *provided, however*, that this instrument and/or the rights contained herein may be assigned without the Company's consent by the Investor to any other entity who directly or indirectly, controls, is controlled by or is under common control with the Investor, including, without limitation, any general partner, managing member, officer or director of the Investor, or any venture capital fund now or hereafter existing which is controlled by one or more general partners or managing members of, or shares the same management company with, the Investor; and *provided, further*, that the Company may assign this instrument in whole, without the consent of the Investor, in connection with a reincorporation to change the Company's domicile.

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

(f) 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.

(Signature page follows)

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

Wing AI Technologies, Inc.:

By: 
Karan Kanwar, CEO

Address:

6415 Schmidt Ln, Apt B311

El Cerrito, CA 94530

Email: karan@getwingapp.com

Toluwanimi Salako

By: *Toluwanimi Salako*
Toluwanimi Salako

Address:

250 W. Ocean Blvd. #1414 Long
Beach, CA 90802

Email: salakotolu@gmail.com

TITLE	SAFE Wing - Toluwanimi Salako - 2021
FILE NAME	SAFE Wing - Toluwanimi Salako - 2021.rtf
DOCUMENT ID	3e40f6417f071d9c5dcad3117faa7b5bc4a7f796
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	● Completed

Document History



SENT

07 / 23 / 2021
16:40:56 UTC

Sent for signature to Karan Kanwar (karan@getwingapp.com) and Toluwanimi Salako (salakotolu@gmail.com) from rolandpolzin@gmail.com
IP: 104.12.136.82



VIEWED

07 / 23 / 2021
16:51:45 UTC

Viewed by Karan Kanwar (karan@getwingapp.com)
IP: 168.70.104.38



SIGNED

07 / 23 / 2021
16:52:02 UTC

Signed by Karan Kanwar (karan@getwingapp.com)
IP: 168.70.104.38



VIEWED

07 / 23 / 2021
17:01:56 UTC

Viewed by Toluwanimi Salako (salakotolu@gmail.com)
IP: 128.92.49.109



SIGNED

07 / 23 / 2021
17:03:05 UTC

Signed by Toluwanimi Salako (salakotolu@gmail.com)
IP: 128.92.49.109



COMPLETED

07 / 23 / 2021
17:03:05 UTC

The document has been completed.

THIS INSTRUMENT AND ANY SECURITIES ISSUABLE PURSUANT HERETO HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE “**SECURITIES ACT**”), OR UNDER THE SECURITIES LAWS OF CERTAIN STATES. THESE SECURITIES MAY NOT BE OFFERED, SOLD OR OTHERWISE TRANSFERRED, PLEDGED OR HYPOTHECATED EXCEPT AS PERMITTED UNDER THE ACT AND APPLICABLE STATE SECURITIES LAWS PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT OR AN EXEMPTION THEREFROM.

WING AI TECHNOLOGIES, INC.

SAFE
(Simple Agreement for Future Equity)

THIS CERTIFIES THAT in exchange for the payment by Shiva Rajaraman (the “**Investor**”) of \$10,000 (the “**Purchase Amount**”) on or about July 30, 2021, Wing AI Technologies, Inc., a Delaware corporation (the “**Company**”), hereby issues to the Investor the right to certain shares of the Company’s capital stock, subject to the terms set forth below.

The “**Valuation Cap**” is \$8,000,000. See **Section 2** for certain additional defined terms.

1. Events

(a) **Equity Financing.** If there is an Equity Financing before the expiration or termination of this instrument, the Company will automatically issue to the Investor either: (1) a number of shares of Standard Preferred Stock equal to the Purchase Amount divided by the price per share of the Standard Preferred Stock, if the pre-money valuation is less than or equal to the Valuation Cap; or (2) a number of shares of Safe Preferred Stock equal to the Purchase Amount divided by the Safe Price, if the pre-money valuation is greater than the Valuation Cap.

In connection with the issuance of Standard Preferred Stock or Safe Preferred Stock, as applicable, by the Company to the Investor pursuant to this Section 1(a):

(i) The Investor will execute and deliver to the Company all transaction documents related to the Equity Financing; *provided*, that such documents are the same documents to be entered into with the purchasers of Standard Preferred Stock, with appropriate variations for the Safe Preferred Stock if applicable, and *provided further*, that such documents have customary exceptions to any drag-along applicable to the Investor, including, without limitation, limited representations and warranties and limited liability and indemnification obligations on the part of the Investor; and

(ii) The Investor and the Company will execute a Pro Rata Rights Agreement, unless the Investor is already included in such rights in the transaction documents related to the Equity Financing.

(b) **Liquidity Event.** If there is a Liquidity Event before the expiration or termination of this instrument, the Investor will, at its option, either (i) receive a cash payment equal to the Purchase Amount (subject to the following paragraph) or (ii) automatically receive from the Company a number of shares of Common Stock equal to the Purchase Amount divided by the Liquidity Price, if the Investor fails to select the cash option.

In connection with Section (b)(i), the Purchase Amount will be due and payable by the Company to the Investor immediately prior to, or concurrent with, the consummation of the Liquidity Event. If there are not enough funds to pay the Investor and holders of other Safes (collectively, the “**Cash-Out Investors**”) in full, then all of the Company’s available funds will be distributed with equal priority and *pro rata* among the Cash-Out Investors in proportion to their Purchase Amounts, and the Cash-Out Investors will automatically receive the number of shares of Common Stock equal to the remaining unpaid Purchase Amount divided by the Liquidity Price. In connection with a Change of Control

intended to qualify as a tax-free reorganization, the Company may reduce, *pro rata*, the Purchase Amounts payable to the Cash-Out Investors by the amount determined by its board of directors in good faith to be advisable for such Change of Control to qualify as a tax-free reorganization for U.S. federal income tax purposes, and in such case, the Cash-Out Investors will automatically receive the number of shares of Common Stock equal to the remaining unpaid Purchase Amount divided by the Liquidity Price.

(c) **Dissolution Event**. If there is a Dissolution Event before this instrument expires or terminates, the Company will pay an amount equal to the Purchase Amount, due and payable to the Investor immediately prior to, or concurrent with, the consummation of the Dissolution Event. The Purchase Amount will be paid prior and in preference to any Distribution of any of the assets of the Company to holders of outstanding Capital Stock by reason of their ownership thereof. If immediately prior to the consummation of the Dissolution Event, the assets of the Company legally available for distribution to the Investor and all holders of all other Safes (the “**Dissolving Investors**”), as determined in good faith by the Company’s board of directors, are insufficient to permit the payment to the Dissolving Investors of their respective Purchase Amounts, then the entire assets of the Company legally available for distribution will be distributed with equal priority and *pro rata* among the Dissolving Investors in proportion to the Purchase Amounts they would otherwise be entitled to receive pursuant to this Section 1(c).

(d) **Termination**. This instrument will expire and terminate (without relieving the Company of any obligations arising from a prior breach of or non-compliance with this instrument) upon either (i) the issuance of stock to the Investor pursuant to Section 1(a) or Section 1(b)(ii); or (ii) the payment, or setting aside for payment, of amounts due the Investor pursuant to Section 1(b)(i) or Section 1(c).

2. ***Definitions***

“**Capital Stock**” means the capital stock of the Company, including, without limitation, the “**Common Stock**” and the “**Preferred Stock**.”

“**Change of Control**” means (i) a transaction or series of related transactions in which any “person” or “group” (within the meaning of Section 13(d) and 14(d) of the Securities Exchange Act of 1934, as amended), becomes the “beneficial owner” (as defined in Rule 13d-3 under the Securities Exchange Act of 1934, as amended), directly or indirectly, of more than 50% of the outstanding voting securities of the Company having the right to vote for the election of members of the Company’s board of directors, (ii) any reorganization, merger or consolidation of the Company, other than a transaction or series of related transactions in which the holders of the voting securities of the Company outstanding immediately prior to such transaction or series of related transactions retain, immediately after such transaction or series of related transactions, at least a majority of the total voting power represented by the outstanding voting securities of the Company or such other surviving or resulting entity or (iii) a sale, lease or other disposition of all or substantially all of the assets of the Company.

“**Company Capitalization**” means the sum, as of immediately prior to the Equity Financing, of: (1) all shares of Capital Stock (on an as-converted basis) issued and outstanding, assuming exercise or conversion of all outstanding vested and unvested options, warrants and other convertible securities, but excluding (A) this instrument, (B) all other Safes, and (C) convertible promissory notes; and (2) all shares of Common Stock reserved and available for future grant under any equity incentive or similar plan of the Company, and/or any equity incentive or similar plan to be created or increased in connection with the Equity Financing.

“**Distribution**” means the transfer to holders of Capital Stock by reason of their ownership thereof of cash or other property without consideration whether by way of dividend or otherwise, other than dividends on Common Stock payable in Common Stock, or the purchase or redemption of Capital Stock by the Company or its subsidiaries for cash or property other than: (i) repurchases of Common Stock held by employees, officers, directors or consultants of the Company or its subsidiaries pursuant to an agreement providing, as applicable, a right of first refusal or a right to

repurchase shares upon termination of such service provider's employment or services; or (ii) repurchases of Capital Stock in connection with the settlement of disputes with any stockholder.

"Dissolution Event" means (i) a voluntary termination of operations, (ii) a general assignment for the benefit of the Company's creditors or (iii) any other liquidation, dissolution or winding up of the Company (excluding a Liquidity Event), whether voluntary or involuntary.

"Equity Financing" means a bona fide transaction or series of transactions with the principal purpose of raising capital, pursuant to which the Company issues and sells Preferred Stock at a fixed pre-money valuation.

"Initial Public Offering" means the closing of the Company's first firm commitment underwritten initial public offering of Common Stock pursuant to a registration statement filed under the Securities Act.

"Liquidity Capitalization" means the number, as of immediately prior to the Liquidity Event, of shares of Capital Stock (on an as-converted basis) outstanding, assuming exercise or conversion of all outstanding vested and unvested options, warrants and other convertible securities, but excluding: (i) shares of Common Stock reserved and available for future grant under any equity incentive or similar plan; (ii) this instrument; (iii) other Safes; and (iv) convertible promissory notes.

"Liquidity Event" means a Change of Control or an Initial Public Offering.

"Liquidity Price" means the price per share equal to the Valuation Cap divided by the Liquidity Capitalization.

"Pro Rata Rights Agreement" means a written agreement between the Company and the Investor (and holders of other Safes, as appropriate) giving the Investor a right to purchase its *pro rata* share of private placements of securities by the Company occurring after the Equity Financing, subject to customary exceptions. *Pro rata* for purposes of the Pro Rata Rights Agreement will be calculated based on the ratio of (1) the number of shares of Capital Stock owned by the Investor immediately prior to the issuance of the securities to (2) the total number of shares of outstanding Capital Stock on a fully diluted basis, calculated as of immediately prior to the issuance of the securities.

"Safe" means an instrument containing a future right to shares of Capital Stock, similar in form and content to this instrument, purchased by investors for the purpose of funding the Company's business operations.

"Safe Preferred Stock" means the shares of a series of Preferred Stock issued to the Investor in an Equity Financing, having the identical rights, privileges, preferences and restrictions as the shares of Standard Preferred Stock, other than with respect to: (i) the per share liquidation preference and the conversion price for purposes of price-based anti-dilution protection, which will equal the Safe Price; and (ii) the basis for any dividend rights, which will be based on the Safe Price.

"Safe Price" means the price per share equal to the Valuation Cap divided by the Company Capitalization.

"Standard Preferred Stock" means the shares of a series of Preferred Stock issued to the investors investing new money in the Company in connection with the initial closing of the Equity Financing.

3. *Company Representations*

(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 instrument is within the power of the Company and, other than with respect to the actions to be taken when equity is to be issued to the Investor, has been duly authorized by all necessary actions on the part of the Company. This instrument 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) The performance and consummation of the transactions contemplated by this instrument 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) No consents or approvals are required in connection with the performance of this instrument, other than: (i) the Company's corporate approvals; (ii) any qualifications or filings under applicable securities laws; and (iii) necessary corporate approvals for the authorization of Capital Stock issuable pursuant to Section 1.

(e) To its knowledge, the Company owns or possesses (or can obtain on commercially reasonable terms) sufficient legal rights to all patents, trademarks, service marks, trade names, copyrights, trade secrets, licenses, information, processes and other intellectual property rights necessary for its business as now conducted and as currently proposed to be conducted, without any conflict with, or infringement of the rights of, others.

4. *Investor Representations*

(a) The Investor has full legal capacity, power and authority to execute and deliver this instrument and to perform its obligations hereunder. This instrument constitutes valid and binding obligation of the Investor, 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) The Investor is an accredited investor as such term is defined in Rule 501 of Regulation D under the Securities Act. The Investor has been advised that this instrument and the underlying securities have not been registered under the Securities Act, or any state securities laws and, therefore, 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. The Investor is purchasing this instrument and the securities to be acquired by the Investor 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 the Investor has no present intention of selling, granting any participation in, or otherwise distributing the same. The Investor has such knowledge and experience in financial and business matters that the Investor is capable of evaluating the merits and risks of such investment, is able to incur a complete loss of such investment without impairing the Investor's financial condition and is able to bear the economic risk of such investment for an indefinite period of time.

5. *Miscellaneous*

(a) Any provision of this instrument may be amended, waived or modified only upon the written consent of the Company and the Investor.

(b) Any notice required or permitted by this instrument will be deemed sufficient when delivered personally or by overnight courier or sent by email to the relevant address listed on the signature page, or 48 hours after being deposited in the U.S. mail as certified or registered mail with postage prepaid, addressed to the party to be notified at such party's address listed on the signature page, as subsequently modified by written notice.

(c) The Investor is not entitled, as a holder of this instrument, to vote or receive dividends or be deemed the holder of Capital Stock for any purpose, nor will anything contained herein be construed to confer on the Investor, 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 subscription rights or otherwise until shares have been issued upon the terms described herein.

(d) Neither this instrument 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; *provided, however*, that this instrument and/or the rights contained herein may be assigned without the Company's consent by the Investor to any other entity who directly or indirectly, controls, is controlled by or is under common control with the Investor, including, without limitation, any general partner, managing member, officer or director of the Investor, or any venture capital fund now or hereafter existing which is controlled by one or more general partners or managing members of, or shares the same management company with, the Investor; and *provided, further*, that the Company may assign this instrument in whole, without the consent of the Investor, in connection with a reincorporation to change the Company's domicile.

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

(f) 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.

(Signature page follows)

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

Wing AI Technologies, Inc.:

By: 
Karan Kanwar, CEO

Address:

6415 Schmidt Ln, Apt B311

El Cerrito, CA 94530

Email: karan@getwingapp.com

Shiva Rajaraman

By: 
Shiva Rajaraman

Address:

1364 Vancouver Ave
Burlingame CA 94010

Email: secretagentshiva@gmail.com

TITLE	SAFE Wing - Shiva Rajaraman - 2021
FILE NAME	SAFE Wing - Shiva Rajaraman - 2021.rtf
DOCUMENT ID	f6dc8a5ba1537ed3df615641dd659c746c366124
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	◆ Completed

Document History



SENT

07 / 30 / 2021
02:07:20 UTC

Sent for signature to Karan Kanwar (karan@getwingapp.com) and Shiva Rajaraman (secretagentshiva@gmail.com) from rolandpolzin@gmail.com
IP: 104.12.136.82



VIEWED

07 / 30 / 2021
02:29:17 UTC

Viewed by Shiva Rajaraman (secretagentshiva@gmail.com)
IP: 135.180.131.206



SIGNED

07 / 30 / 2021
02:29:52 UTC

Signed by Shiva Rajaraman (secretagentshiva@gmail.com)
IP: 135.180.131.206



VIEWED

07 / 30 / 2021
02:43:29 UTC

Viewed by Karan Kanwar (karan@getwingapp.com)
IP: 168.70.104.38



SIGNED

07 / 30 / 2021
02:43:41 UTC

Signed by Karan Kanwar (karan@getwingapp.com)
IP: 168.70.104.38



COMPLETED

07 / 30 / 2021
02:43:41 UTC

The document has been completed.

THIS INSTRUMENT AND ANY SECURITIES ISSUABLE PURSUANT HERETO HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE “**SECURITIES ACT**”), OR UNDER THE SECURITIES LAWS OF CERTAIN STATES. THESE SECURITIES MAY NOT BE OFFERED, SOLD OR OTHERWISE TRANSFERRED, PLEDGED OR HYPOTHECATED EXCEPT AS PERMITTED UNDER THE ACT AND APPLICABLE STATE SECURITIES LAWS PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT OR AN EXEMPTION THEREFROM.

WING AI TECHNOLOGIES, INC.

SAFE
(Simple Agreement for Future Equity)

THIS CERTIFIES THAT in exchange for the payment by Karim Arabi (the “**Investor**”) of \$25,000 (the “**Purchase Amount**”) on or about August 6, 2021, Wing AI Technologies, Inc., a Delaware corporation (the “**Company**”), hereby issues to the Investor the right to certain shares of the Company’s capital stock, subject to the terms set forth below.

The “**Valuation Cap**” is \$8,000,000. See **Section 2** for certain additional defined terms.

1. Events

(a) **Equity Financing.** If there is an Equity Financing before the expiration or termination of this instrument, the Company will automatically issue to the Investor either: (1) a number of shares of Standard Preferred Stock equal to the Purchase Amount divided by the price per share of the Standard Preferred Stock, if the pre-money valuation is less than or equal to the Valuation Cap; or (2) a number of shares of Safe Preferred Stock equal to the Purchase Amount divided by the Safe Price, if the pre-money valuation is greater than the Valuation Cap.

In connection with the issuance of Standard Preferred Stock or Safe Preferred Stock, as applicable, by the Company to the Investor pursuant to this Section 1(a):

(i) The Investor will execute and deliver to the Company all transaction documents related to the Equity Financing; *provided*, that such documents are the same documents to be entered into with the purchasers of Standard Preferred Stock, with appropriate variations for the Safe Preferred Stock if applicable, and *provided further*, that such documents have customary exceptions to any drag-along applicable to the Investor, including, without limitation, limited representations and warranties and limited liability and indemnification obligations on the part of the Investor; and

(ii) The Investor and the Company will execute a Pro Rata Rights Agreement, unless the Investor is already included in such rights in the transaction documents related to the Equity Financing.

(b) **Liquidity Event.** If there is a Liquidity Event before the expiration or termination of this instrument, the Investor will, at its option, either (i) receive a cash payment equal to the Purchase Amount (subject to the following paragraph) or (ii) automatically receive from the Company a number of shares of Common Stock equal to the Purchase Amount divided by the Liquidity Price, if the Investor fails to select the cash option.

In connection with Section (b)(i), the Purchase Amount will be due and payable by the Company to the Investor immediately prior to, or concurrent with, the consummation of the Liquidity Event. If there are not enough funds to pay the Investor and holders of other Safes (collectively, the “**Cash-Out Investors**”) in full, then all of the Company’s available funds will be distributed with equal priority and *pro rata* among the Cash-Out Investors in proportion to their Purchase Amounts, and the Cash-Out Investors will automatically receive the number of shares of Common Stock equal to the remaining unpaid Purchase Amount divided by the Liquidity Price. In connection with a Change of Control

intended to qualify as a tax-free reorganization, the Company may reduce, *pro rata*, the Purchase Amounts payable to the Cash-Out Investors by the amount determined by its board of directors in good faith to be advisable for such Change of Control to qualify as a tax-free reorganization for U.S. federal income tax purposes, and in such case, the Cash-Out Investors will automatically receive the number of shares of Common Stock equal to the remaining unpaid Purchase Amount divided by the Liquidity Price.

(c) **Dissolution Event**. If there is a Dissolution Event before this instrument expires or terminates, the Company will pay an amount equal to the Purchase Amount, due and payable to the Investor immediately prior to, or concurrent with, the consummation of the Dissolution Event. The Purchase Amount will be paid prior and in preference to any Distribution of any of the assets of the Company to holders of outstanding Capital Stock by reason of their ownership thereof. If immediately prior to the consummation of the Dissolution Event, the assets of the Company legally available for distribution to the Investor and all holders of all other Safes (the “**Dissolving Investors**”), as determined in good faith by the Company’s board of directors, are insufficient to permit the payment to the Dissolving Investors of their respective Purchase Amounts, then the entire assets of the Company legally available for distribution will be distributed with equal priority and *pro rata* among the Dissolving Investors in proportion to the Purchase Amounts they would otherwise be entitled to receive pursuant to this Section 1(c).

(d) **Termination**. This instrument will expire and terminate (without relieving the Company of any obligations arising from a prior breach of or non-compliance with this instrument) upon either (i) the issuance of stock to the Investor pursuant to Section 1(a) or Section 1(b)(ii); or (ii) the payment, or setting aside for payment, of amounts due the Investor pursuant to Section 1(b)(i) or Section 1(c).

2. ***Definitions***

“**Capital Stock**” means the capital stock of the Company, including, without limitation, the “**Common Stock**” and the “**Preferred Stock**.”

“**Change of Control**” means (i) a transaction or series of related transactions in which any “person” or “group” (within the meaning of Section 13(d) and 14(d) of the Securities Exchange Act of 1934, as amended), becomes the “beneficial owner” (as defined in Rule 13d-3 under the Securities Exchange Act of 1934, as amended), directly or indirectly, of more than 50% of the outstanding voting securities of the Company having the right to vote for the election of members of the Company’s board of directors, (ii) any reorganization, merger or consolidation of the Company, other than a transaction or series of related transactions in which the holders of the voting securities of the Company outstanding immediately prior to such transaction or series of related transactions retain, immediately after such transaction or series of related transactions, at least a majority of the total voting power represented by the outstanding voting securities of the Company or such other surviving or resulting entity or (iii) a sale, lease or other disposition of all or substantially all of the assets of the Company.

“**Company Capitalization**” means the sum, as of immediately prior to the Equity Financing, of: (1) all shares of Capital Stock (on an as-converted basis) issued and outstanding, assuming exercise or conversion of all outstanding vested and unvested options, warrants and other convertible securities, but excluding (A) this instrument, (B) all other Safes, and (C) convertible promissory notes; and (2) all shares of Common Stock reserved and available for future grant under any equity incentive or similar plan of the Company, and/or any equity incentive or similar plan to be created or increased in connection with the Equity Financing.

“**Distribution**” means the transfer to holders of Capital Stock by reason of their ownership thereof of cash or other property without consideration whether by way of dividend or otherwise, other than dividends on Common Stock payable in Common Stock, or the purchase or redemption of Capital Stock by the Company or its subsidiaries for cash or property other than: (i) repurchases of Common Stock held by employees, officers, directors or consultants of the Company or its subsidiaries pursuant to an agreement providing, as applicable, a right of first refusal or a right to

repurchase shares upon termination of such service provider's employment or services; or (ii) repurchases of Capital Stock in connection with the settlement of disputes with any stockholder.

"Dissolution Event" means (i) a voluntary termination of operations, (ii) a general assignment for the benefit of the Company's creditors or (iii) any other liquidation, dissolution or winding up of the Company (**excluding** a Liquidity Event), whether voluntary or involuntary.

"Equity Financing" means a bona fide transaction or series of transactions with the principal purpose of raising capital, pursuant to which the Company issues and sells Preferred Stock at a fixed pre-money valuation.

"Initial Public Offering" means the closing of the Company's first firm commitment underwritten initial public offering of Common Stock pursuant to a registration statement filed under the Securities Act.

"Liquidity Capitalization" means the number, as of immediately prior to the Liquidity Event, of shares of Capital Stock (on an as-converted basis) outstanding, assuming exercise or conversion of all outstanding vested and unvested options, warrants and other convertible securities, but **excluding**: (i) shares of Common Stock reserved and available for future grant under any equity incentive or similar plan; (ii) this instrument; (iii) other Safes; and (iv) convertible promissory notes.

"Liquidity Event" means a Change of Control or an Initial Public Offering.

"Liquidity Price" means the price per share equal to the Valuation Cap divided by the Liquidity Capitalization.

"Pro Rata Rights Agreement" means a written agreement between the Company and the Investor (and holders of other Safes, as appropriate) giving the Investor a right to purchase its *pro rata* share of private placements of securities by the Company **occurring after the Equity Financing**, subject to customary exceptions. *Pro rata* for purposes of the Pro Rata Rights Agreement will be calculated based on the ratio of (1) the number of shares of Capital Stock owned by the Investor immediately prior to the issuance of the securities to (2) the total number of shares of outstanding Capital Stock on a fully diluted basis, calculated as of immediately prior to the issuance of the securities.

"Safe" means an instrument containing a future right to shares of Capital Stock, similar in form and content to this instrument, purchased by investors for the purpose of funding the Company's business operations.

"Safe Preferred Stock" means the shares of a series of Preferred Stock issued to the Investor in an Equity Financing, having the identical rights, privileges, preferences and restrictions as the shares of Standard Preferred Stock, other than with respect to: (i) the per share liquidation preference and the conversion price for purposes of price-based anti-dilution protection, which will equal the Safe Price; and (ii) the basis for any dividend rights, which will be based on the Safe Price.

"Safe Price" means the price per share equal to the Valuation Cap divided by the Company Capitalization.

"Standard Preferred Stock" means the shares of a series of Preferred Stock issued to the investors investing new money in the Company in connection with the initial closing of the Equity Financing.

3. *Company Representations*

(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 instrument is within the power of the Company and, other than with respect to the actions to be taken when equity is to be issued to the Investor, has been duly authorized by all necessary actions on the part of the Company. This instrument 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) The performance and consummation of the transactions contemplated by this instrument 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) No consents or approvals are required in connection with the performance of this instrument, other than: (i) the Company's corporate approvals; (ii) any qualifications or filings under applicable securities laws; and (iii) necessary corporate approvals for the authorization of Capital Stock issuable pursuant to Section 1.

(e) To its knowledge, the Company owns or possesses (or can obtain on commercially reasonable terms) sufficient legal rights to all patents, trademarks, service marks, trade names, copyrights, trade secrets, licenses, information, processes and other intellectual property rights necessary for its business as now conducted and as currently proposed to be conducted, without any conflict with, or infringement of the rights of, others.

4. *Investor Representations*

(a) The Investor has full legal capacity, power and authority to execute and deliver this instrument and to perform its obligations hereunder. This instrument constitutes valid and binding obligation of the Investor, 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) The Investor is an accredited investor as such term is defined in Rule 501 of Regulation D under the Securities Act. The Investor has been advised that this instrument and the underlying securities have not been registered under the Securities Act, or any state securities laws and, therefore, 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. The Investor is purchasing this instrument and the securities to be acquired by the Investor 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 the Investor has no present intention of selling, granting any participation in, or otherwise distributing the same. The Investor has such knowledge and experience in financial and business matters that the Investor is capable of evaluating the merits and risks of such investment, is able to incur a complete loss of such investment without impairing the Investor's financial condition and is able to bear the economic risk of such investment for an indefinite period of time.

5. *Miscellaneous*

(a) Any provision of this instrument may be amended, waived or modified only upon the written consent of the Company and the Investor.

(b) Any notice required or permitted by this instrument will be deemed sufficient when delivered personally or by overnight courier or sent by email to the relevant address listed on the signature page, or 48 hours after being deposited in the U.S. mail as certified or registered mail with postage prepaid, addressed to the party to be notified at such party's address listed on the signature page, as subsequently modified by written notice.

(c) The Investor is not entitled, as a holder of this instrument, to vote or receive dividends or be deemed the holder of Capital Stock for any purpose, nor will anything contained herein be construed to confer on the Investor, 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 subscription rights or otherwise until shares have been issued upon the terms described herein.

(d) Neither this instrument 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; *provided, however*, that this instrument and/or the rights contained herein may be assigned without the Company's consent by the Investor to any other entity who directly or indirectly, controls, is controlled by or is under common control with the Investor, including, without limitation, any general partner, managing member, officer or director of the Investor, or any venture capital fund now or hereafter existing which is controlled by one or more general partners or managing members of, or shares the same management company with, the Investor; and *provided, further*, that the Company may assign this instrument in whole, without the consent of the Investor, in connection with a reincorporation to change the Company's domicile.

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

(f) 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.

(Signature page follows)

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

Wing AI Technologies, Inc.:

By: 
Karan Kanwar, CEO

Address:

6415 Schmidt Ln, Apt B311

El Cerrito, CA 94530

Email: karan@getwingapp.com

Karim Arabi

By: 
Karim Arabi







Address:

1510 Rose Quartz Ln, Beaumont
92223

Email: karim@getwingapp.com

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THIS INSTRUMENT AND ANY SECURITIES ISSUABLE PURSUANT HERETO HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE “**SECURITIES ACT**”), OR UNDER THE SECURITIES LAWS OF CERTAIN STATES. THESE SECURITIES MAY NOT BE OFFERED, SOLD OR OTHERWISE TRANSFERRED, PLEDGED OR HYPOTHECATED EXCEPT AS PERMITTED UNDER THE ACT AND APPLICABLE STATE SECURITIES LAWS PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT OR AN EXEMPTION THEREFROM.

WING AI TECHNOLOGIES, INC.

SAFE
(Simple Agreement for Future Equity)

THIS CERTIFIES THAT in exchange for the payment by RTP Seed Ventures II, LP (the “**Investor**”) of \$400,000 (the “**Purchase Amount**”) on or about August 24, 2021, Wing AI Technologies, Inc., a Delaware corporation (the “**Company**”), hereby issues to the Investor the right to certain shares of the Company’s capital stock, subject to the terms set forth below.

The “**Valuation Cap**” is \$8,000,000. See **Section 2** for certain additional defined terms.

1. Events

(a) **Equity Financing.** If there is an Equity Financing before the expiration or termination of this instrument, the Company will automatically issue to the Investor either: (1) a number of shares of Standard Preferred Stock equal to the Purchase Amount divided by the price per share of the Standard Preferred Stock, if the pre-money valuation is less than or equal to the Valuation Cap; or (2) a number of shares of Safe Preferred Stock equal to the Purchase Amount divided by the Safe Price, if the pre-money valuation is greater than the Valuation Cap.

In connection with the issuance of Standard Preferred Stock or Safe Preferred Stock, as applicable, by the Company to the Investor pursuant to this Section 1(a):

(i) The Investor will execute and deliver to the Company all transaction documents related to the Equity Financing; *provided*, that such documents are the same documents to be entered into with the purchasers of Standard Preferred Stock, with appropriate variations for the Safe Preferred Stock if applicable, and *provided further*, that such documents have customary exceptions to any drag-along applicable to the Investor, including, without limitation, limited representations and warranties and limited liability and indemnification obligations on the part of the Investor; and

(ii) The Investor and the Company will execute a Pro Rata Rights Agreement, unless the Investor is already included in such rights in the transaction documents related to the Equity Financing.

(b) **Liquidity Event.** If there is a Liquidity Event before the expiration or termination of this instrument, the Investor will, at its option, either (i) receive a cash payment equal to the Purchase Amount (subject to the following paragraph) or (ii) automatically receive from the Company a number of shares of Common Stock equal to the Purchase Amount divided by the Liquidity Price, if the Investor fails to select the cash option.

In connection with Section (b)(i), the Purchase Amount will be due and payable by the Company to the Investor immediately prior to, or concurrent with, the consummation of the Liquidity Event. If there are not enough funds to pay the Investor and holders of other Safes (collectively, the “**Cash-Out Investors**”) in full, then all of the Company’s available funds will be distributed with equal priority and *pro rata* among the Cash-Out Investors in proportion to their Purchase Amounts, and the Cash-Out Investors will automatically receive the number of shares of Common Stock equal to the remaining unpaid Purchase Amount divided by the Liquidity Price. In connection with a Change of Control

intended to qualify as a tax-free reorganization, the Company may reduce, *pro rata*, the Purchase Amounts payable to the Cash-Out Investors by the amount determined by its board of directors in good faith to be advisable for such Change of Control to qualify as a tax-free reorganization for U.S. federal income tax purposes, and in such case, the Cash-Out Investors will automatically receive the number of shares of Common Stock equal to the remaining unpaid Purchase Amount divided by the Liquidity Price.

(c) **Dissolution Event.** If there is a Dissolution Event before this instrument expires or terminates, the Company will pay an amount equal to the Purchase Amount, due and payable to the Investor immediately prior to, or concurrent with, the consummation of the Dissolution Event. The Purchase Amount will be paid prior and in preference to any Distribution of any of the assets of the Company to holders of outstanding Capital Stock by reason of their ownership thereof. If immediately prior to the consummation of the Dissolution Event, the assets of the Company legally available for distribution to the Investor and all holders of all other Safes (the “**Dissolving Investors**”), as determined in good faith by the Company’s board of directors, are insufficient to permit the payment to the Dissolving Investors of their respective Purchase Amounts, then the entire assets of the Company legally available for distribution will be distributed with equal priority and *pro rata* among the Dissolving Investors in proportion to the Purchase Amounts they would otherwise be entitled to receive pursuant to this Section 1(c).

(d) **Termination.** This instrument will expire and terminate (without relieving the Company of any obligations arising from a prior breach of or non-compliance with this instrument) upon either (i) the issuance of stock to the Investor pursuant to Section 1(a) or Section 1(b)(ii); or (ii) the payment, or setting aside for payment, of amounts due the Investor pursuant to Section 1(b)(i) or Section 1(c).

2. Definitions

“**Capital Stock**” means the capital stock of the Company, including, without limitation, the “**Common Stock**” and the “**Preferred Stock**.”

“**Change of Control**” means (i) a transaction or series of related transactions in which any “person” or “group” (within the meaning of Section 13(d) and 14(d) of the Securities Exchange Act of 1934, as amended), becomes the “beneficial owner” (as defined in Rule 13d-3 under the Securities Exchange Act of 1934, as amended), directly or indirectly, of more than 50% of the outstanding voting securities of the Company having the right to vote for the election of members of the Company’s board of directors, (ii) any reorganization, merger or consolidation of the Company, other than a transaction or series of related transactions in which the holders of the voting securities of the Company outstanding immediately prior to such transaction or series of related transactions retain, immediately after such transaction or series of related transactions, at least a majority of the total voting power represented by the outstanding voting securities of the Company or such other surviving or resulting entity or (iii) a sale, lease or other disposition of all or substantially all of the assets of the Company.

“**Company Capitalization**” means the sum, as of immediately prior to the Equity Financing, of: (1) all shares of Capital Stock (on an as-converted basis) issued and outstanding, assuming exercise or conversion of all outstanding vested and unvested options, warrants and other convertible securities, but excluding (A) this instrument, (B) all other Safes, and (C) convertible promissory notes; and (2) all shares of Common Stock reserved and available for future grant under any equity incentive or similar plan of the Company, and/or any equity incentive or similar plan to be created or increased in connection with the Equity Financing.

“**Distribution**” means the transfer to holders of Capital Stock by reason of their ownership thereof of cash or other property without consideration whether by way of dividend or otherwise, other than dividends on Common Stock payable in Common Stock, or the purchase or redemption of Capital Stock by the Company or its subsidiaries for cash or property other than: (i) repurchases of Common Stock held by employees, officers, directors or consultants of the Company or its subsidiaries pursuant to an agreement providing, as applicable, a right of first refusal or a right to

repurchase shares upon termination of such service provider's employment or services; or (ii) repurchases of Capital Stock in connection with the settlement of disputes with any stockholder.

"Dissolution Event" means (i) a voluntary termination of operations, (ii) a general assignment for the benefit of the Company's creditors or (iii) any other liquidation, dissolution or winding up of the Company (excluding a Liquidity Event), whether voluntary or involuntary.

"Equity Financing" means a bona fide transaction or series of transactions with the principal purpose of raising capital, pursuant to which the Company issues and sells Preferred Stock at a fixed pre-money valuation.

"Initial Public Offering" means the closing of the Company's first firm commitment underwritten initial public offering of Common Stock pursuant to a registration statement filed under the Securities Act.

"Liquidity Capitalization" means the number, as of immediately prior to the Liquidity Event, of shares of Capital Stock (on an as-converted basis) outstanding, assuming exercise or conversion of all outstanding vested and unvested options, warrants and other convertible securities, but excluding: (i) shares of Common Stock reserved and available for future grant under any equity incentive or similar plan; (ii) this instrument; (iii) other Safes; and (iv) convertible promissory notes.

"Liquidity Event" means a Change of Control or an Initial Public Offering.

"Liquidity Price" means the price per share equal to the Valuation Cap divided by the Liquidity Capitalization.

"Pro Rata Rights Agreement" means a written agreement between the Company and the Investor (and holders of other Safes, as appropriate) giving the Investor a right to purchase its *pro rata* share of private placements of securities by the Company occurring after the Equity Financing, subject to customary exceptions. *Pro rata* for purposes of the Pro Rata Rights Agreement will be calculated based on the ratio of (1) the number of shares of Capital Stock owned by the Investor immediately prior to the issuance of the securities to (2) the total number of shares of outstanding Capital Stock on a fully diluted basis, calculated as of immediately prior to the issuance of the securities.

"Safe" means an instrument containing a future right to shares of Capital Stock, similar in form and content to this instrument, purchased by investors for the purpose of funding the Company's business operations.

"Safe Preferred Stock" means the shares of a series of Preferred Stock issued to the Investor in an Equity Financing, having the identical rights, privileges, preferences and restrictions as the shares of Standard Preferred Stock, other than with respect to: (i) the per share liquidation preference and the conversion price for purposes of price-based anti-dilution protection, which will equal the Safe Price; and (ii) the basis for any dividend rights, which will be based on the Safe Price.

"Safe Price" means the price per share equal to the Valuation Cap divided by the Company Capitalization.

"Standard Preferred Stock" means the shares of a series of Preferred Stock issued to the investors investing new money in the Company in connection with the initial closing of the Equity Financing.

3. *Company Representations*

(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 instrument is within the power of the Company and, other than with respect to the actions to be taken when equity is to be issued to the Investor, has been duly authorized by all necessary actions on the part of the Company. This instrument 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) The performance and consummation of the transactions contemplated by this instrument 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) No consents or approvals are required in connection with the performance of this instrument, other than: (i) the Company's corporate approvals; (ii) any qualifications or filings under applicable securities laws; and (iii) necessary corporate approvals for the authorization of Capital Stock issuable pursuant to Section 1.

(e) To its knowledge, the Company owns or possesses (or can obtain on commercially reasonable terms) sufficient legal rights to all patents, trademarks, service marks, trade names, copyrights, trade secrets, licenses, information, processes and other intellectual property rights necessary for its business as now conducted and as currently proposed to be conducted, without any conflict with, or infringement of the rights of, others.

4. *Investor Representations*

(a) The Investor has full legal capacity, power and authority to execute and deliver this instrument and to perform its obligations hereunder. This instrument constitutes valid and binding obligation of the Investor, 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) The Investor is an accredited investor as such term is defined in Rule 501 of Regulation D under the Securities Act. The Investor has been advised that this instrument and the underlying securities have not been registered under the Securities Act, or any state securities laws and, therefore, 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. The Investor is purchasing this instrument and the securities to be acquired by the Investor 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 the Investor has no present intention of selling, granting any participation in, or otherwise distributing the same. The Investor has such knowledge and experience in financial and business matters that the Investor is capable of evaluating the merits and risks of such investment, is able to incur a complete loss of such investment without impairing the Investor's financial condition and is able to bear the economic risk of such investment for an indefinite period of time.

5. *Miscellaneous*

(a) Any provision of this instrument may be amended, waived or modified only upon the written consent of the Company and the Investor.

(b) Any notice required or permitted by this instrument will be deemed sufficient when delivered personally or by overnight courier or sent by email to the relevant address listed on the signature page, or 48 hours after being deposited in the U.S. mail as certified or registered mail with postage prepaid, addressed to the party to be notified at such party's address listed on the signature page, as subsequently modified by written notice.

(c) The Investor is not entitled, as a holder of this instrument, to vote or receive dividends or be deemed the holder of Capital Stock for any purpose, nor will anything contained herein be construed to confer on the Investor, 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 subscription rights or otherwise until shares have been issued upon the terms described herein.

(d) Neither this instrument 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; *provided, however*, that this instrument and/or the rights contained herein may be assigned without the Company's consent by the Investor to any other entity who directly or indirectly, controls, is controlled by or is under common control with the Investor, including, without limitation, any general partner, managing member, officer or director of the Investor, or any venture capital fund now or hereafter existing which is controlled by one or more general partners or managing members of, or shares the same management company with, the Investor; and *provided, further*, that the Company may assign this instrument in whole, without the consent of the Investor, in connection with a reincorporation to change the Company's domicile.

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

(f) 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.

(Signature page follows)

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

Wing AI Technologies, Inc.:

By: 
Karan Kanwar, CEO

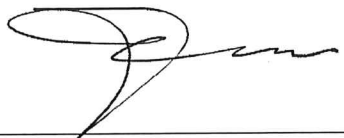
Address:

6415 Schmidt Ln, Apt B311

El Cerrito, CA 94530

Email: karan@getwingapp.com

RTP Seed Ventures II, LP:

By: 
*Dimitri Boguslavsky, Co-Managing Member
of the General Partner, RTP Seed Ventures II, LP*

Address:

104 Fifth Ave. 17th floor,

New York, NY 10011

Email: dimitri@rtp.vc

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Sent for signature to Karan Kanwar (karan@getwingapp.com) and Dimitri Boguslavsky (dimitri@rtp.vc) from rolandpolzin@gmail.com
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08 / 24 / 2021
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08 / 25 / 2021
17:38:21 UTC

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Signed by Dimitri Boguslavsky (dimitri@rtp.vc)
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The document has been completed.

THIS INSTRUMENT AND ANY SECURITIES ISSUABLE PURSUANT HERETO HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE “**SECURITIES ACT**”), OR UNDER THE SECURITIES LAWS OF CERTAIN STATES. THESE SECURITIES MAY NOT BE OFFERED, SOLD OR OTHERWISE TRANSFERRED, PLEDGED OR HYPOTHECATED EXCEPT AS PERMITTED UNDER THE ACT AND APPLICABLE STATE SECURITIES LAWS PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT OR AN EXEMPTION THEREFROM.

WING AI TECHNOLOGIES, INC.

SAFE
(Simple Agreement for Future Equity)

THIS CERTIFIES THAT in exchange for the payment by TOBE Family LP (the “**Investor**”) of \$100,000 (the “**Purchase Amount**”) on or about September 28, 2021, Wing AI Technologies, Inc., a Delaware corporation (the “**Company**”), hereby issues to the Investor the right to certain shares of the Company’s capital stock, subject to the terms set forth below.

The “**Valuation Cap**” is \$8,000,000. See **Section 2** for certain additional defined terms.

1. Events

(a) **Equity Financing.** If there is an Equity Financing before the expiration or termination of this instrument, the Company will automatically issue to the Investor either: (1) a number of shares of Standard Preferred Stock equal to the Purchase Amount divided by the price per share of the Standard Preferred Stock, if the pre-money valuation is less than or equal to the Valuation Cap; or (2) a number of shares of Safe Preferred Stock equal to the Purchase Amount divided by the Safe Price, if the pre-money valuation is greater than the Valuation Cap.

In connection with the issuance of Standard Preferred Stock or Safe Preferred Stock, as applicable, by the Company to the Investor pursuant to this Section 1(a):

(i) The Investor will execute and deliver to the Company all transaction documents related to the Equity Financing; *provided*, that such documents are the same documents to be entered into with the purchasers of Standard Preferred Stock, with appropriate variations for the Safe Preferred Stock if applicable, and *provided further*, that such documents have customary exceptions to any drag-along applicable to the Investor, including, without limitation, limited representations and warranties and limited liability and indemnification obligations on the part of the Investor; and

(ii) The Investor and the Company will execute a Pro Rata Rights Agreement, unless the Investor is already included in such rights in the transaction documents related to the Equity Financing.

(b) **Liquidity Event.** If there is a Liquidity Event before the expiration or termination of this instrument, the Investor will, at its option, either (i) receive a cash payment equal to the Purchase Amount (subject to the following paragraph) or (ii) automatically receive from the Company a number of shares of Common Stock equal to the Purchase Amount divided by the Liquidity Price, if the Investor fails to select the cash option.

In connection with Section (b)(i), the Purchase Amount will be due and payable by the Company to the Investor immediately prior to, or concurrent with, the consummation of the Liquidity Event. If there are not enough funds to pay the Investor and holders of other Safes (collectively, the “**Cash-Out Investors**”) in full, then all of the Company’s available funds will be distributed with equal priority and *pro rata* among the Cash-Out Investors in proportion to their Purchase Amounts, and the Cash-Out Investors will automatically receive the number of shares of Common Stock equal to the remaining unpaid Purchase Amount divided by the Liquidity Price. In connection with a Change of Control

intended to qualify as a tax-free reorganization, the Company may reduce, *pro rata*, the Purchase Amounts payable to the Cash-Out Investors by the amount determined by its board of directors in good faith to be advisable for such Change of Control to qualify as a tax-free reorganization for U.S. federal income tax purposes, and in such case, the Cash-Out Investors will automatically receive the number of shares of Common Stock equal to the remaining unpaid Purchase Amount divided by the Liquidity Price.

(c) **Dissolution Event**. If there is a Dissolution Event before this instrument expires or terminates, the Company will pay an amount equal to the Purchase Amount, due and payable to the Investor immediately prior to, or concurrent with, the consummation of the Dissolution Event. The Purchase Amount will be paid prior and in preference to any Distribution of any of the assets of the Company to holders of outstanding Capital Stock by reason of their ownership thereof. If immediately prior to the consummation of the Dissolution Event, the assets of the Company legally available for distribution to the Investor and all holders of all other Safes (the “**Dissolving Investors**”), as determined in good faith by the Company’s board of directors, are insufficient to permit the payment to the Dissolving Investors of their respective Purchase Amounts, then the entire assets of the Company legally available for distribution will be distributed with equal priority and *pro rata* among the Dissolving Investors in proportion to the Purchase Amounts they would otherwise be entitled to receive pursuant to this Section 1(c).

(d) **Termination**. This instrument will expire and terminate (without relieving the Company of any obligations arising from a prior breach of or non-compliance with this instrument) upon either (i) the issuance of stock to the Investor pursuant to Section 1(a) or Section 1(b)(ii); or (ii) the payment, or setting aside for payment, of amounts due the Investor pursuant to Section 1(b)(i) or Section 1(c).

2. **Definitions**

“**Capital Stock**” means the capital stock of the Company, including, without limitation, the “**Common Stock**” and the “**Preferred Stock**.”

“**Change of Control**” means (i) a transaction or series of related transactions in which any “person” or “group” (within the meaning of Section 13(d) and 14(d) of the Securities Exchange Act of 1934, as amended), becomes the “beneficial owner” (as defined in Rule 13d-3 under the Securities Exchange Act of 1934, as amended), directly or indirectly, of more than 50% of the outstanding voting securities of the Company having the right to vote for the election of members of the Company’s board of directors, (ii) any reorganization, merger or consolidation of the Company, other than a transaction or series of related transactions in which the holders of the voting securities of the Company outstanding immediately prior to such transaction or series of related transactions retain, immediately after such transaction or series of related transactions, at least a majority of the total voting power represented by the outstanding voting securities of the Company or such other surviving or resulting entity or (iii) a sale, lease or other disposition of all or substantially all of the assets of the Company.

“**Company Capitalization**” means the sum, as of immediately prior to the Equity Financing, of: (1) all shares of Capital Stock (on an as-converted basis) issued and outstanding, assuming exercise or conversion of all outstanding vested and unvested options, warrants and other convertible securities, but excluding (A) this instrument, (B) all other Safes, and (C) convertible promissory notes; and (2) all shares of Common Stock reserved and available for future grant under any equity incentive or similar plan of the Company, and/or any equity incentive or similar plan to be created or increased in connection with the Equity Financing.

“**Distribution**” means the transfer to holders of Capital Stock by reason of their ownership thereof of cash or other property without consideration whether by way of dividend or otherwise, other than dividends on Common Stock payable in Common Stock, or the purchase or redemption of Capital Stock by the Company or its subsidiaries for cash or property other than: (i) repurchases of Common Stock held by employees, officers, directors or consultants of the Company or its subsidiaries pursuant to an agreement providing, as applicable, a right of first refusal or a right to

repurchase shares upon termination of such service provider's employment or services; or (ii) repurchases of Capital Stock in connection with the settlement of disputes with any stockholder.

"Dissolution Event" means (i) a voluntary termination of operations, (ii) a general assignment for the benefit of the Company's creditors or (iii) any other liquidation, dissolution or winding up of the Company (excluding a Liquidity Event), whether voluntary or involuntary.

"Equity Financing" means a bona fide transaction or series of transactions with the principal purpose of raising capital, pursuant to which the Company issues and sells Preferred Stock at a fixed pre-money valuation.

"Initial Public Offering" means the closing of the Company's first firm commitment underwritten initial public offering of Common Stock pursuant to a registration statement filed under the Securities Act.

"Liquidity Capitalization" means the number, as of immediately prior to the Liquidity Event, of shares of Capital Stock (on an as-converted basis) outstanding, assuming exercise or conversion of all outstanding vested and unvested options, warrants and other convertible securities, but excluding: (i) shares of Common Stock reserved and available for future grant under any equity incentive or similar plan; (ii) this instrument; (iii) other Safes; and (iv) convertible promissory notes.

"Liquidity Event" means a Change of Control or an Initial Public Offering.

"Liquidity Price" means the price per share equal to the Valuation Cap divided by the Liquidity Capitalization.

"Pro Rata Rights Agreement" means a written agreement between the Company and the Investor (and holders of other Safes, as appropriate) giving the Investor a right to purchase its *pro rata* share of private placements of securities by the Company occurring after the Equity Financing, subject to customary exceptions. *Pro rata* for purposes of the Pro Rata Rights Agreement will be calculated based on the ratio of (1) the number of shares of Capital Stock owned by the Investor immediately prior to the issuance of the securities to (2) the total number of shares of outstanding Capital Stock on a fully diluted basis, calculated as of immediately prior to the issuance of the securities.

"Safe" means an instrument containing a future right to shares of Capital Stock, similar in form and content to this instrument, purchased by investors for the purpose of funding the Company's business operations.

"Safe Preferred Stock" means the shares of a series of Preferred Stock issued to the Investor in an Equity Financing, having the identical rights, privileges, preferences and restrictions as the shares of Standard Preferred Stock, other than with respect to: (i) the per share liquidation preference and the conversion price for purposes of price-based anti-dilution protection, which will equal the Safe Price; and (ii) the basis for any dividend rights, which will be based on the Safe Price.

"Safe Price" means the price per share equal to the Valuation Cap divided by the Company Capitalization.

"Standard Preferred Stock" means the shares of a series of Preferred Stock issued to the investors investing new money in the Company in connection with the initial closing of the Equity Financing.

3. *Company Representations*

(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 instrument is within the power of the Company and, other than with respect to the actions to be taken when equity is to be issued to the Investor, has been duly authorized by all necessary actions on the part of the Company. This instrument 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) The performance and consummation of the transactions contemplated by this instrument 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) No consents or approvals are required in connection with the performance of this instrument, other than: (i) the Company's corporate approvals; (ii) any qualifications or filings under applicable securities laws; and (iii) necessary corporate approvals for the authorization of Capital Stock issuable pursuant to Section 1.

(e) To its knowledge, the Company owns or possesses (or can obtain on commercially reasonable terms) sufficient legal rights to all patents, trademarks, service marks, trade names, copyrights, trade secrets, licenses, information, processes and other intellectual property rights necessary for its business as now conducted and as currently proposed to be conducted, without any conflict with, or infringement of the rights of, others.

4. *Investor Representations*

(a) The Investor has full legal capacity, power and authority to execute and deliver this instrument and to perform its obligations hereunder. This instrument constitutes valid and binding obligation of the Investor, 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) The Investor is an accredited investor as such term is defined in Rule 501 of Regulation D under the Securities Act. The Investor has been advised that this instrument and the underlying securities have not been registered under the Securities Act, or any state securities laws and, therefore, 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. The Investor is purchasing this instrument and the securities to be acquired by the Investor 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 the Investor has no present intention of selling, granting any participation in, or otherwise distributing the same. The Investor has such knowledge and experience in financial and business matters that the Investor is capable of evaluating the merits and risks of such investment, is able to incur a complete loss of such investment without impairing the Investor's financial condition and is able to bear the economic risk of such investment for an indefinite period of time.

5. *Miscellaneous*

(a) Any provision of this instrument may be amended, waived or modified only upon the written consent of the Company and the Investor.

(b) Any notice required or permitted by this instrument will be deemed sufficient when delivered personally or by overnight courier or sent by email to the relevant address listed on the signature page, or 48 hours after being deposited in the U.S. mail as certified or registered mail with postage prepaid, addressed to the party to be notified at such party's address listed on the signature page, as subsequently modified by written notice.

(c) The Investor is not entitled, as a holder of this instrument, to vote or receive dividends or be deemed the holder of Capital Stock for any purpose, nor will anything contained herein be construed to confer on the Investor, 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 subscription rights or otherwise until shares have been issued upon the terms described herein.

(d) Neither this instrument 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; *provided, however*, that this instrument and/or the rights contained herein may be assigned without the Company's consent by the Investor to any other entity who directly or indirectly, controls, is controlled by or is under common control with the Investor, including, without limitation, any general partner, managing member, officer or director of the Investor, or any venture capital fund now or hereafter existing which is controlled by one or more general partners or managing members of, or shares the same management company with, the Investor; and *provided, further*, that the Company may assign this instrument in whole, without the consent of the Investor, in connection with a reincorporation to change the Company's domicile.

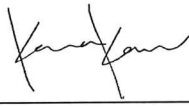
(e) In the event any one or more of the provisions of this instrument is for any reason held to be invalid, illegal or unenforceable, in whole or in part or in any respect, or in the event that any one or more of the provisions of this instrument operate or would prospectively operate to invalidate this instrument, 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 instrument and the remaining provisions of this instrument will remain operative and in full force and effect and will not be affected, prejudiced, or disturbed thereby.

(f) 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.

(Signature page follows)

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

Wing AI Technologies, Inc.:

By: 
Karan Kanwar, CEO

Address:

6415 Schmidt Ln, Apt B311

El Cerrito, CA 94530

Email: karan@getwingapp.com

TOBE Family LP

By: 
Todd Belfer, GP

Address:

6720 east 6 th street
Scottsdale az 85251

Email: todd@canalpartners.com

TITLE	SAFE Wing - Todd Belfer 1 - 2021
FILE NAME	2021 Wing SAFE - Todd 1.rtf
DOCUMENT ID	6a3b5afc63cdb022274aa3d6f6c66a60066ae791
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	Completed

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09 / 29 / 2021
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Sent for signature to Karan Kanwar (karan@getwingapp.com) and Todd Belfer (todd@canalpartners.com) from rolandpolzin@gmail.com
IP: 104.12.136.82



09 / 29 / 2021
00:55:46 UTC

Viewed by Karan Kanwar (karan@getwingapp.com)
IP: 168.70.104.6



09 / 29 / 2021
00:55:58 UTC

Signed by Karan Kanwar (karan@getwingapp.com)
IP: 168.70.104.6



09 / 29 / 2021
02:41:46 UTC

Viewed by Todd Belfer (todd@canalpartners.com)
IP: 68.4.203.40



09 / 29 / 2021
02:42:46 UTC

Signed by Todd Belfer (todd@canalpartners.com)
IP: 68.4.203.40



09 / 29 / 2021
02:42:46 UTC

The document has been completed.

THIS INSTRUMENT AND ANY SECURITIES ISSUABLE PURSUANT HERETO HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE “**SECURITIES ACT**”), OR UNDER THE SECURITIES LAWS OF CERTAIN STATES. THESE SECURITIES MAY NOT BE OFFERED, SOLD OR OTHERWISE TRANSFERRED, PLEDGED OR HYPOTHECATED EXCEPT AS PERMITTED UNDER THE ACT AND APPLICABLE STATE SECURITIES LAWS PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT OR AN EXEMPTION THEREFROM.

WING AI TECHNOLOGIES, INC.

SAFE
(Simple Agreement for Future Equity)

THIS CERTIFIES THAT in exchange for the payment by TPB Investment LP (the “**Investor**”) of \$100,000 (the “**Purchase Amount**”) on or about September 28, 2021, Wing AI Technologies, Inc., a Delaware corporation (the “**Company**”), hereby issues to the Investor the right to certain shares of the Company’s capital stock, subject to the terms set forth below.

The “**Valuation Cap**” is \$8,000,000. See **Section 2** for certain additional defined terms.

1. Events

(a) **Equity Financing.** If there is an Equity Financing before the expiration or termination of this instrument, the Company will automatically issue to the Investor either: (1) a number of shares of Standard Preferred Stock equal to the Purchase Amount divided by the price per share of the Standard Preferred Stock, if the pre-money valuation is less than or equal to the Valuation Cap; or (2) a number of shares of Safe Preferred Stock equal to the Purchase Amount divided by the Safe Price, if the pre-money valuation is greater than the Valuation Cap.

In connection with the issuance of Standard Preferred Stock or Safe Preferred Stock, as applicable, by the Company to the Investor pursuant to this Section 1(a):

(i) The Investor will execute and deliver to the Company all transaction documents related to the Equity Financing; *provided*, that such documents are the same documents to be entered into with the purchasers of Standard Preferred Stock, with appropriate variations for the Safe Preferred Stock if applicable, and *provided further*, that such documents have customary exceptions to any drag-along applicable to the Investor, including, without limitation, limited representations and warranties and limited liability and indemnification obligations on the part of the Investor; and

(ii) The Investor and the Company will execute a Pro Rata Rights Agreement, unless the Investor is already included in such rights in the transaction documents related to the Equity Financing.

(b) **Liquidity Event.** If there is a Liquidity Event before the expiration or termination of this instrument, the Investor will, at its option, either (i) receive a cash payment equal to the Purchase Amount (subject to the following paragraph) or (ii) automatically receive from the Company a number of shares of Common Stock equal to the Purchase Amount divided by the Liquidity Price, if the Investor fails to select the cash option.

In connection with Section (b)(i), the Purchase Amount will be due and payable by the Company to the Investor immediately prior to, or concurrent with, the consummation of the Liquidity Event. If there are not enough funds to pay the Investor and holders of other Safes (collectively, the “**Cash-Out Investors**”) in full, then all of the Company’s available funds will be distributed with equal priority and *pro rata* among the Cash-Out Investors in proportion to their Purchase Amounts, and the Cash-Out Investors will automatically receive the number of shares of Common Stock equal to the remaining unpaid Purchase Amount divided by the Liquidity Price. In connection with a Change of Control

intended to qualify as a tax-free reorganization, the Company may reduce, *pro rata*, the Purchase Amounts payable to the Cash-Out Investors by the amount determined by its board of directors in good faith to be advisable for such Change of Control to qualify as a tax-free reorganization for U.S. federal income tax purposes, and in such case, the Cash-Out Investors will automatically receive the number of shares of Common Stock equal to the remaining unpaid Purchase Amount divided by the Liquidity Price.

(c) **Dissolution Event**. If there is a Dissolution Event before this instrument expires or terminates, the Company will pay an amount equal to the Purchase Amount, due and payable to the Investor immediately prior to, or concurrent with, the consummation of the Dissolution Event. The Purchase Amount will be paid prior and in preference to any Distribution of any of the assets of the Company to holders of outstanding Capital Stock by reason of their ownership thereof. If immediately prior to the consummation of the Dissolution Event, the assets of the Company legally available for distribution to the Investor and all holders of all other Safes (the “**Dissolving Investors**”), as determined in good faith by the Company’s board of directors, are insufficient to permit the payment to the Dissolving Investors of their respective Purchase Amounts, then the entire assets of the Company legally available for distribution will be distributed with equal priority and *pro rata* among the Dissolving Investors in proportion to the Purchase Amounts they would otherwise be entitled to receive pursuant to this Section 1(c).

(d) **Termination**. This instrument will expire and terminate (without relieving the Company of any obligations arising from a prior breach of or non-compliance with this instrument) upon either (i) the issuance of stock to the Investor pursuant to Section 1(a) or Section 1(b)(ii); or (ii) the payment, or setting aside for payment, of amounts due the Investor pursuant to Section 1(b)(i) or Section 1(c).

2. **Definitions**

“**Capital Stock**” means the capital stock of the Company, including, without limitation, the “**Common Stock**” and the “**Preferred Stock**.”

“**Change of Control**” means (i) a transaction or series of related transactions in which any “person” or “group” (within the meaning of Section 13(d) and 14(d) of the Securities Exchange Act of 1934, as amended), becomes the “beneficial owner” (as defined in Rule 13d-3 under the Securities Exchange Act of 1934, as amended), directly or indirectly, of more than 50% of the outstanding voting securities of the Company having the right to vote for the election of members of the Company’s board of directors, (ii) any reorganization, merger or consolidation of the Company, other than a transaction or series of related transactions in which the holders of the voting securities of the Company outstanding immediately prior to such transaction or series of related transactions retain, immediately after such transaction or series of related transactions, at least a majority of the total voting power represented by the outstanding voting securities of the Company or such other surviving or resulting entity or (iii) a sale, lease or other disposition of all or substantially all of the assets of the Company.

“**Company Capitalization**” means the sum, as of immediately prior to the Equity Financing, of: (1) all shares of Capital Stock (on an as-converted basis) issued and outstanding, assuming exercise or conversion of all outstanding vested and unvested options, warrants and other convertible securities, but excluding (A) this instrument, (B) all other Safes, and (C) convertible promissory notes; and (2) all shares of Common Stock reserved and available for future grant under any equity incentive or similar plan of the Company, and/or any equity incentive or similar plan to be created or increased in connection with the Equity Financing.

“**Distribution**” means the transfer to holders of Capital Stock by reason of their ownership thereof of cash or other property without consideration whether by way of dividend or otherwise, other than dividends on Common Stock payable in Common Stock, or the purchase or redemption of Capital Stock by the Company or its subsidiaries for cash or property other than: (i) repurchases of Common Stock held by employees, officers, directors or consultants of the Company or its subsidiaries pursuant to an agreement providing, as applicable, a right of first refusal or a right to

repurchase shares upon termination of such service provider's employment or services; or (ii) repurchases of Capital Stock in connection with the settlement of disputes with any stockholder.

"Dissolution Event" means (i) a voluntary termination of operations, (ii) a general assignment for the benefit of the Company's creditors or (iii) any other liquidation, dissolution or winding up of the Company (excluding a Liquidity Event), whether voluntary or involuntary.

"Equity Financing" means a bona fide transaction or series of transactions with the principal purpose of raising capital, pursuant to which the Company issues and sells Preferred Stock at a fixed pre-money valuation.

"Initial Public Offering" means the closing of the Company's first firm commitment underwritten initial public offering of Common Stock pursuant to a registration statement filed under the Securities Act.

"Liquidity Capitalization" means the number, as of immediately prior to the Liquidity Event, of shares of Capital Stock (on an as-converted basis) outstanding, assuming exercise or conversion of all outstanding vested and unvested options, warrants and other convertible securities, but excluding: (i) shares of Common Stock reserved and available for future grant under any equity incentive or similar plan; (ii) this instrument; (iii) other Safes; and (iv) convertible promissory notes.

"Liquidity Event" means a Change of Control or an Initial Public Offering.

"Liquidity Price" means the price per share equal to the Valuation Cap divided by the Liquidity Capitalization.

"Pro Rata Rights Agreement" means a written agreement between the Company and the Investor (and holders of other Safes, as appropriate) giving the Investor a right to purchase its *pro rata* share of private placements of securities by the Company occurring after the Equity Financing, subject to customary exceptions. *Pro rata* for purposes of the Pro Rata Rights Agreement will be calculated based on the ratio of (1) the number of shares of Capital Stock owned by the Investor immediately prior to the issuance of the securities to (2) the total number of shares of outstanding Capital Stock on a fully diluted basis, calculated as of immediately prior to the issuance of the securities.

"Safe" means an instrument containing a future right to shares of Capital Stock, similar in form and content to this instrument, purchased by investors for the purpose of funding the Company's business operations.

"Safe Preferred Stock" means the shares of a series of Preferred Stock issued to the Investor in an Equity Financing, having the identical rights, privileges, preferences and restrictions as the shares of Standard Preferred Stock, other than with respect to: (i) the per share liquidation preference and the conversion price for purposes of price-based anti-dilution protection, which will equal the Safe Price; and (ii) the basis for any dividend rights, which will be based on the Safe Price.

"Safe Price" means the price per share equal to the Valuation Cap divided by the Company Capitalization.

"Standard Preferred Stock" means the shares of a series of Preferred Stock issued to the investors investing new money in the Company in connection with the initial closing of the Equity Financing.

3. *Company Representations*

(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 instrument is within the power of the Company and, other than with respect to the actions to be taken when equity is to be issued to the Investor, has been duly authorized by all necessary actions on the part of the Company. This instrument 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) The performance and consummation of the transactions contemplated by this instrument 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) No consents or approvals are required in connection with the performance of this instrument, other than: (i) the Company's corporate approvals; (ii) any qualifications or filings under applicable securities laws; and (iii) necessary corporate approvals for the authorization of Capital Stock issuable pursuant to Section 1.

(e) To its knowledge, the Company owns or possesses (or can obtain on commercially reasonable terms) sufficient legal rights to all patents, trademarks, service marks, trade names, copyrights, trade secrets, licenses, information, processes and other intellectual property rights necessary for its business as now conducted and as currently proposed to be conducted, without any conflict with, or infringement of the rights of, others.

4. *Investor Representations*

(a) The Investor has full legal capacity, power and authority to execute and deliver this instrument and to perform its obligations hereunder. This instrument constitutes valid and binding obligation of the Investor, 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) The Investor is an accredited investor as such term is defined in Rule 501 of Regulation D under the Securities Act. The Investor has been advised that this instrument and the underlying securities have not been registered under the Securities Act, or any state securities laws and, therefore, 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. The Investor is purchasing this instrument and the securities to be acquired by the Investor 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 the Investor has no present intention of selling, granting any participation in, or otherwise distributing the same. The Investor has such knowledge and experience in financial and business matters that the Investor is capable of evaluating the merits and risks of such investment, is able to incur a complete loss of such investment without impairing the Investor's financial condition and is able to bear the economic risk of such investment for an indefinite period of time.

5. *Miscellaneous*

(a) Any provision of this instrument may be amended, waived or modified only upon the written consent of the Company and the Investor.

(b) Any notice required or permitted by this instrument will be deemed sufficient when delivered personally or by overnight courier or sent by email to the relevant address listed on the signature page, or 48 hours after being deposited in the U.S. mail as certified or registered mail with postage prepaid, addressed to the party to be notified at such party's address listed on the signature page, as subsequently modified by written notice.

(c) The Investor is not entitled, as a holder of this instrument, to vote or receive dividends or be deemed the holder of Capital Stock for any purpose, nor will anything contained herein be construed to confer on the Investor, 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 subscription rights or otherwise until shares have been issued upon the terms described herein.

(d) Neither this instrument 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; *provided, however*, that this instrument and/or the rights contained herein may be assigned without the Company's consent by the Investor to any other entity who directly or indirectly, controls, is controlled by or is under common control with the Investor, including, without limitation, any general partner, managing member, officer or director of the Investor, or any venture capital fund now or hereafter existing which is controlled by one or more general partners or managing members of, or shares the same management company with, the Investor; and *provided, further*, that the Company may assign this instrument in whole, without the consent of the Investor, in connection with a reincorporation to change the Company's domicile.

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

(f) 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.

(Signature page follows)

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

Wing AI Technologies, Inc.:

By: 
Karan Kanwar, CEO

Address:

6415 Schmidt Ln, Apt B311

El Cerrito, CA 94530

Email: karan@getwingapp.com

TPB Investment LP

By: 
Todd Belfer, GP

Address:

6720 east 6 th street
Scottsdale az 85251

Email: todd@canalpartners.com

TITLE	SAFE Wing - Todd Belfer 2 - 2021
FILE NAME	2021 Wing SAFE - Todd 2.rtf
DOCUMENT ID	ac8843b9a56835593f1e47af0b625c6f07d13baf
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	◆ Completed

Document History



09 / 29 / 2021
00:56:09 UTC

Sent for signature to Karan Kanwar (karan@getwingapp.com) and Todd Belfer (todd@canalpartners.com) from rolandpolzin@gmail.com
IP: 104.12.136.82



09 / 29 / 2021
00:58:20 UTC

Viewed by Karan Kanwar (karan@getwingapp.com)
IP: 168.70.104.6



09 / 29 / 2021
00:58:29 UTC

Signed by Karan Kanwar (karan@getwingapp.com)
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09 / 29 / 2021
02:38:56 UTC

Viewed by Todd Belfer (todd@canalpartners.com)
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09 / 29 / 2021
02:41:07 UTC

Signed by Todd Belfer (todd@canalpartners.com)
IP: 68.4.203.40



09 / 29 / 2021
02:41:07 UTC

The document has been completed.

THIS INSTRUMENT AND ANY SECURITIES ISSUABLE PURSUANT HERETO HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE “**SECURITIES ACT**”), OR UNDER THE SECURITIES LAWS OF CERTAIN STATES. THESE SECURITIES MAY NOT BE OFFERED, SOLD OR OTHERWISE TRANSFERRED, PLEDGED OR HYPOTHECATED EXCEPT AS PERMITTED UNDER THE ACT AND APPLICABLE STATE SECURITIES LAWS PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT OR AN EXEMPTION THEREFROM.

WING AI TECHNOLOGIES, INC.

SAFE
(Simple Agreement for Future Equity)

THIS CERTIFIES THAT in exchange for the payment by Perry P Jacobson (the “**Investor**”) of \$100,000 (the “**Purchase Amount**”) on or about September 29, 2021; Wing AI Technologies, Inc., a Delaware corporation (the “**Company**”), hereby issues to the Investor the right to certain shares of the Company’s capital stock, subject to the terms set forth below.

The “**Valuation Cap**” is \$8,000,000. See **Section 2** for certain additional defined terms.

1. Events

(a) **Equity Financing.** If there is an Equity Financing before the expiration or termination of this instrument, the Company will automatically issue to the Investor either: (1) a number of shares of Standard Preferred Stock equal to the Purchase Amount divided by the price per share of the Standard Preferred Stock, if the pre-money valuation is less than or equal to the Valuation Cap; or (2) a number of shares of Safe Preferred Stock equal to the Purchase Amount divided by the Safe Price, if the pre-money valuation is greater than the Valuation Cap.

In connection with the issuance of Standard Preferred Stock or Safe Preferred Stock, as applicable, by the Company to the Investor pursuant to this Section 1(a):

(i) The Investor will execute and deliver to the Company all transaction documents related to the Equity Financing; *provided*, that such documents are the same documents to be entered into with the purchasers of Standard Preferred Stock, with appropriate variations for the Safe Preferred Stock if applicable, and *provided further*, that such documents have customary exceptions to any drag-along applicable to the Investor, including, without limitation, limited representations and warranties and limited liability and indemnification obligations on the part of the Investor; and

(ii) The Investor and the Company will execute a Pro Rata Rights Agreement, unless the Investor is already included in such rights in the transaction documents related to the Equity Financing.

(b) **Liquidity Event.** If there is a Liquidity Event before the expiration or termination of this instrument, the Investor will, at its option, either (i) receive a cash payment equal to the Purchase Amount (subject to the following paragraph) or (ii) automatically receive from the Company a number of shares of Common Stock equal to the Purchase Amount divided by the Liquidity Price, if the Investor fails to select the cash option.

In connection with Section (b)(i), the Purchase Amount will be due and payable by the Company to the Investor immediately prior to, or concurrent with, the consummation of the Liquidity Event. If there are not enough funds to pay the Investor and holders of other Safes (collectively, the “**Cash-Out Investors**”) in full, then all of the Company’s available funds will be distributed with equal priority and *pro rata* among the Cash-Out Investors in proportion to their Purchase Amounts, and the Cash-Out Investors will automatically receive the number of shares of Common Stock equal to the remaining unpaid Purchase Amount divided by the Liquidity Price. In connection with a Change of Control intended to

qualify as a tax-free reorganization, the Company may reduce, *pro rata*, the Purchase Amounts payable to the Cash-Out Investors by the amount determined by its board of directors in good faith to be advisable for such Change of Control to qualify as a tax-free reorganization for U.S. federal income tax purposes, and in such case, the Cash-Out Investors will automatically receive the number of shares of Common Stock equal to the remaining unpaid Purchase Amount divided by the Liquidity Price.

(c) **Dissolution Event**. If there is a Dissolution Event before this instrument expires or terminates, the Company will pay an amount equal to the Purchase Amount, due and payable to the Investor immediately prior to, or concurrent with, the consummation of the Dissolution Event. The Purchase Amount will be paid prior and in preference to any Distribution of any of the assets of the Company to holders of outstanding Capital Stock by reason of their ownership thereof. If immediately prior to the consummation of the Dissolution Event, the assets of the Company legally available for distribution to the Investor and all holders of all other Safes (the “**Dissolving Investors**”), as determined in good faith by the Company’s board of directors, are insufficient to permit the payment to the Dissolving Investors of their respective Purchase Amounts, then the entire assets of the Company legally available for distribution will be distributed with equal priority and *pro rata* among the Dissolving Investors in proportion to the Purchase Amounts they would otherwise be entitled to receive pursuant to this Section 1(c).

(d) **Termination**. This instrument will expire and terminate (without relieving the Company of any obligations arising from a prior breach of or non-compliance with this instrument) upon either (i) the issuance of stock to the Investor pursuant to Section 1(a) or Section 1(b)(ii); or (ii) the payment, or setting aside for payment, of amounts due the Investor pursuant to Section 1(b)(i) or Section 1(c).

2. *Definitions*

“**Capital Stock**” means the capital stock of the Company, including, without limitation, the “**Common Stock**” and the “**Preferred Stock**.”

“**Change of Control**” means (i) a transaction or series of related transactions in which any “person” or “group” (within the meaning of Section 13(d) and 14(d) of the Securities Exchange Act of 1934, as amended), becomes the “beneficial owner” (as defined in Rule 13d-3 under the Securities Exchange Act of 1934, as amended), directly or indirectly, of more than 50% of the outstanding voting securities of the Company having the right to vote for the election of members of the Company’s board of directors, (ii) any reorganization, merger or consolidation of the Company, other than a transaction or series of related transactions in which the holders of the voting securities of the Company outstanding immediately prior to such transaction or series of related transactions retain, immediately after such transaction or series of related transactions, at least a majority of the total voting power represented by the outstanding voting securities of the Company or such other surviving or resulting entity or (iii) a sale, lease or other disposition of all or substantially all of the assets of the Company.

“**Company Capitalization**” means the sum, as of immediately prior to the Equity Financing, of: (1) all shares of Capital Stock (on an as-converted basis) issued and outstanding, assuming exercise or conversion of all outstanding vested and unvested options, warrants and other convertible securities, but excluding (A) this instrument, (B) all other Safes, and (C) convertible promissory notes; and (2) all shares of Common Stock reserved and available for future grant under any equity incentive or similar plan of the Company, and/or any equity incentive or similar plan to be created or increased in connection with the Equity Financing.

“**Distribution**” means the transfer to holders of Capital Stock by reason of their ownership thereof of cash or other property without consideration whether by way of dividend or otherwise, other than dividends on Common Stock payable in Common Stock, or the purchase or redemption of Capital Stock by the Company or its subsidiaries for cash or property other than: (i) repurchases of Common Stock held by employees, officers, directors or consultants of the Company or its subsidiaries pursuant to an agreement providing, as applicable, a right of first refusal or a right to repurchase shares

upon termination of such service provider's employment or services; or (ii) repurchases of Capital Stock in connection with the settlement of disputes with any stockholder.

"Dissolution Event" means (i) a voluntary termination of operations, (ii) a general assignment for the benefit of the Company's creditors or (iii) any other liquidation, dissolution or winding up of the Company (excluding a Liquidity Event), whether voluntary or involuntary.

"Equity Financing" means a bona fide transaction or series of transactions with the principal purpose of raising capital, pursuant to which the Company issues and sells Preferred Stock at a fixed pre-money valuation.

"Initial Public Offering" means the closing of the Company's first firm commitment underwritten initial public offering of Common Stock pursuant to a registration statement filed under the Securities Act.

"Liquidity Capitalization" means the number, as of immediately prior to the Liquidity Event, of shares of Capital Stock (on an as-converted basis) outstanding, assuming exercise or conversion of all outstanding vested and unvested options, warrants and other convertible securities, but excluding: (i) shares of Common Stock reserved and available for future grant under any equity incentive or similar plan; (ii) this instrument; (iii) other Safes; and (iv) convertible promissory notes.

"Liquidity Event" means a Change of Control or an Initial Public Offering.

"Liquidity Price" means the price per share equal to the Valuation Cap divided by the Liquidity Capitalization.

"Pro Rata Rights Agreement" means a written agreement between the Company and the Investor (and holders of other Safes, as appropriate) giving the Investor a right to purchase its *pro rata* share of private placements of securities by the Company occurring after the Equity Financing, subject to customary exceptions. *Pro rata* for purposes of the Pro Rata Rights Agreement will be calculated based on the ratio of (1) the number of shares of Capital Stock owned by the Investor immediately prior to the issuance of the securities to (2) the total number of shares of outstanding Capital Stock on a fully diluted basis, calculated as of immediately prior to the issuance of the securities.

"Safe" means an instrument containing a future right to shares of Capital Stock, similar in form and content to this instrument, purchased by investors for the purpose of funding the Company's business operations.

"Safe Preferred Stock" means the shares of a series of Preferred Stock issued to the Investor in an Equity Financing, having the identical rights, privileges, preferences and restrictions as the shares of Standard Preferred Stock, other than with respect to: (i) the per share liquidation preference and the conversion price for purposes of price-based anti-dilution protection, which will equal the Safe Price; and (ii) the basis for any dividend rights, which will be based on the Safe Price.

"Safe Price" means the price per share equal to the Valuation Cap divided by the Company Capitalization.

"Standard Preferred Stock" means the shares of a series of Preferred Stock issued to the investors investing new money in the Company in connection with the initial closing of the Equity Financing.

3. *Company Representations*

(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 instrument is within the power of the Company and, other than with respect to the actions to be taken when equity is to be issued to the Investor, has been duly authorized by all necessary actions on the part of the Company. This instrument 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) The performance and consummation of the transactions contemplated by this instrument 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) No consents or approvals are required in connection with the performance of this instrument, other than: (i) the Company's corporate approvals; (ii) any qualifications or filings under applicable securities laws; and (iii) necessary corporate approvals for the authorization of Capital Stock issuable pursuant to Section 1.

(e) To its knowledge, the Company owns or possesses (or can obtain on commercially reasonable terms) sufficient legal rights to all patents, trademarks, service marks, trade names, copyrights, trade secrets, licenses, information, processes and other intellectual property rights necessary for its business as now conducted and as currently proposed to be conducted, without any conflict with, or infringement of the rights of, others.

4. *Investor Representations*

(a) The Investor has full legal capacity, power and authority to execute and deliver this instrument and to perform its obligations hereunder. This instrument constitutes valid and binding obligation of the Investor, 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) The Investor is an accredited investor as such term is defined in Rule 501 of Regulation D under the Securities Act. The Investor has been advised that this instrument and the underlying securities have not been registered under the Securities Act, or any state securities laws and, therefore, 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. The Investor is purchasing this instrument and the securities to be acquired by the Investor 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 the Investor has no present intention of selling, granting any participation in, or otherwise distributing the same. The Investor has such knowledge and experience in financial and business matters that the Investor is capable of evaluating the merits and risks of such investment, is able to incur a complete loss of such investment without impairing the Investor's financial condition and is able to bear the economic risk of such investment for an indefinite period of time.

5. *Miscellaneous*

(a) Any provision of this instrument may be amended, waived or modified only upon the written consent of the Company and the Investor.

(b) Any notice required or permitted by this instrument will be deemed sufficient when delivered personally or by overnight courier or sent by email to the relevant address listed on the signature page, or 48 hours after being deposited in the U.S. mail as certified or registered mail with postage prepaid, addressed to the party to be notified at such party's address listed on the signature page, as subsequently modified by written notice.

(c) The Investor is not entitled, as a holder of this instrument, to vote or receive dividends or be deemed the holder of Capital Stock for any purpose, nor will anything contained herein be construed to confer on the Investor, 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 subscription rights or otherwise until shares have been issued upon the terms described herein.

(d) Neither this instrument 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; *provided, however*, that this instrument and/or the rights contained herein may be assigned without the Company's consent by the Investor to any other entity who directly or indirectly, controls, is controlled by or is under common control with the Investor, including, without limitation, any general partner, managing member, officer or director of the Investor, or any venture capital fund now or hereafter existing which is controlled by one or more general partners or managing members of, or shares the same management company with, the Investor; and *provided, further*, that the Company may assign this instrument in whole, without the consent of the Investor, in connection with a reincorporation to change the Company's domicile.

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

(f) 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.

(Signature page follows)

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

Wing AI Technologies, Inc.:

By: 
Karan Kanwar, CEO

Address:

6415 Schmidt Ln, Apt B311

El Cerrito, CA 94530

Email: karan@getwingapp.com

Perry P Jacobson

By: 
Perry P Jacobson

Address:

Perry P Jacobson
7167 E Rancho Vista Dr
Apt 4010
Scottsdale, AZ 85251

Email: perry@canalpartners.com

TITLE	SAFE Wing - Perry P Jacobson - 2021
FILE NAME	2021 Wing SAFE - Perry.docx
DOCUMENT ID	47b8b689195e761ddec3bc038f12fb391f87d7a6
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SENT

09 / 29 / 2021
22:41:27 UTC

Sent for signature to Perry Jacobson
(perry@canalpartners.com) and Karan Kanwar
(karan@getwingapp.com) from rolandpolzin@gmail.com
IP: 104.12.136.82



VIEWED

09 / 29 / 2021
23:14:31 UTC

Viewed by Perry Jacobson (perry@canalpartners.com)
IP: 100.37.249.148



SIGNED

09 / 29 / 2021
23:15:24 UTC

Signed by Perry Jacobson (perry@canalpartners.com)
IP: 100.37.249.148



VIEWED

09 / 30 / 2021
02:56:08 UTC

Viewed by Karan Kanwar (karan@getwingapp.com)
IP: 168.70.104.6



SIGNED

09 / 30 / 2021
02:56:21 UTC

Signed by Karan Kanwar (karan@getwingapp.com)
IP: 168.70.104.6



COMPLETED

09 / 30 / 2021
02:56:21 UTC

The document has been completed.

THIS INSTRUMENT AND ANY SECURITIES ISSUABLE PURSUANT HERETO HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE “SECURITIES ACT”), OR UNDER THE SECURITIES LAWS OF CERTAIN STATES. THESE SECURITIES MAY NOT BE OFFERED, SOLD OR OTHERWISE TRANSFERRED, PLEDGED OR HYPOTHECATED EXCEPT AS PERMITTED UNDER THE ACT AND APPLICABLE STATE SECURITIES LAWS PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT OR AN EXEMPTION THEREFROM.

WING AI TECHNOLOGIES, INC.

SAFE
(Simple Agreement for Future Equity)

THIS CERTIFIES THAT in exchange for the payment by Teze Limited Partnership (the “Investor”) of \$100,000 (the “Purchase Amount”) on or about September 29, 2021, Wing AI Technologies, Inc., a Delaware corporation (the “Company”), hereby issues to the Investor the right to certain shares of the Company’s capital stock, subject to the terms set forth below.

The “Valuation Cap” is \$8,000,000. See **Section 2** for certain additional defined terms.

1. Events

(a) **Equity Financing.** If there is an Equity Financing before the expiration or termination of this instrument, the Company will automatically issue to the Investor either: (1) a number of shares of Standard Preferred Stock equal to the Purchase Amount divided by the price per share of the Standard Preferred Stock, if the pre-money valuation is less than or equal to the Valuation Cap; or (2) a number of shares of Safe Preferred Stock equal to the Purchase Amount divided by the Safe Price, if the pre-money valuation is greater than the Valuation Cap.

In connection with the issuance of Standard Preferred Stock or Safe Preferred Stock, as applicable, by the Company to the Investor pursuant to this Section 1(a):

(i) The Investor will execute and deliver to the Company all transaction documents related to the Equity Financing; *provided*, that such documents are the same documents to be entered into with the purchasers of Standard Preferred Stock, with appropriate variations for the Safe Preferred Stock if applicable, and *provided further*, that such documents have customary exceptions to any drag-along applicable to the Investor, including, without limitation, limited representations and warranties and limited liability and indemnification obligations on the part of the Investor; and

(ii) The Investor and the Company will execute a Pro Rata Rights Agreement, unless the Investor is already included in such rights in the transaction documents related to the Equity Financing.

(b) **Liquidity Event.** If there is a Liquidity Event before the expiration or termination of this instrument, the Investor will, at its option, either (i) receive a cash payment equal to the Purchase Amount (subject to the following paragraph) or (ii) automatically receive from the Company a number of shares of Common Stock equal to the Purchase Amount divided by the Liquidity Price, if the Investor fails to select the cash option.

In connection with Section (b)(i), the Purchase Amount will be due and payable by the Company to the Investor immediately prior to, or concurrent with, the consummation of the Liquidity Event. If there are not enough funds to pay the Investor and holders of other Safes (collectively, the “Cash-Out Investors”) in full, then all of the Company’s available funds will be distributed with equal priority and *pro rata* among the Cash-Out Investors in proportion to their Purchase Amounts, and the Cash-Out Investors will automatically receive the number of shares of Common Stock equal to the remaining unpaid Purchase Amount divided by the Liquidity Price. In connection with a Change of Control intended to

qualify as a tax-free reorganization, the Company may reduce, *pro rata*, the Purchase Amounts payable to the Cash-Out Investors by the amount determined by its board of directors in good faith to be advisable for such Change of Control to qualify as a tax-free reorganization for U.S. federal income tax purposes, and in such case, the Cash-Out Investors will automatically receive the number of shares of Common Stock equal to the remaining unpaid Purchase Amount divided by the Liquidity Price.

(c) **Dissolution Event**. If there is a Dissolution Event before this instrument expires or terminates, the Company will pay an amount equal to the Purchase Amount, due and payable to the Investor immediately prior to, or concurrent with, the consummation of the Dissolution Event. The Purchase Amount will be paid prior and in preference to any Distribution of any of the assets of the Company to holders of outstanding Capital Stock by reason of their ownership thereof. If immediately prior to the consummation of the Dissolution Event, the assets of the Company legally available for distribution to the Investor and all holders of all other Safes (the “**Dissolving Investors**”), as determined in good faith by the Company’s board of directors, are insufficient to permit the payment to the Dissolving Investors of their respective Purchase Amounts, then the entire assets of the Company legally available for distribution will be distributed with equal priority and *pro rata* among the Dissolving Investors in proportion to the Purchase Amounts they would otherwise be entitled to receive pursuant to this Section 1(c).

(d) **Termination**. This instrument will expire and terminate (without relieving the Company of any obligations arising from a prior breach of or non-compliance with this instrument) upon either (i) the issuance of stock to the Investor pursuant to Section 1(a) or Section 1(b)(ii); or (ii) the payment, or setting aside for payment, of amounts due the Investor pursuant to Section 1(b)(i) or Section 1(c).

2. ***Definitions***

“**Capital Stock**” means the capital stock of the Company, including, without limitation, the “**Common Stock**” and the “**Preferred Stock**.”

“**Change of Control**” means (i) a transaction or series of related transactions in which any “person” or “group” (within the meaning of Section 13(d) and 14(d) of the Securities Exchange Act of 1934, as amended), becomes the “beneficial owner” (as defined in Rule 13d-3 under the Securities Exchange Act of 1934, as amended), directly or indirectly, of more than 50% of the outstanding voting securities of the Company having the right to vote for the election of members of the Company’s board of directors, (ii) any reorganization, merger or consolidation of the Company, other than a transaction or series of related transactions in which the holders of the voting securities of the Company outstanding immediately prior to such transaction or series of related transactions retain, immediately after such transaction or series of related transactions, at least a majority of the total voting power represented by the outstanding voting securities of the Company or such other surviving or resulting entity or (iii) a sale, lease or other disposition of all or substantially all of the assets of the Company.

“**Company Capitalization**” means the sum, as of immediately prior to the Equity Financing, of: (1) all shares of Capital Stock (on an as-converted basis) issued and outstanding, assuming exercise or conversion of all outstanding vested and unvested options, warrants and other convertible securities, but excluding (A) this instrument, (B) all other Safes, and (C) convertible promissory notes; and (2) all shares of Common Stock reserved and available for future grant under any equity incentive or similar plan of the Company, and/or any equity incentive or similar plan to be created or increased in connection with the Equity Financing.

“**Distribution**” means the transfer to holders of Capital Stock by reason of their ownership thereof of cash or other property without consideration whether by way of dividend or otherwise, other than dividends on Common Stock payable in Common Stock, or the purchase or redemption of Capital Stock by the Company or its subsidiaries for cash or property other than: (i) repurchases of Common Stock held by employees, officers, directors or consultants of the Company or its subsidiaries pursuant to an agreement providing, as applicable, a right of first refusal or a right to repurchase shares

upon termination of such service provider's employment or services; or (ii) repurchases of Capital Stock in connection with the settlement of disputes with any stockholder.

"Dissolution Event" means (i) a voluntary termination of operations, (ii) a general assignment for the benefit of the Company's creditors or (iii) any other liquidation, dissolution or winding up of the Company (excluding a Liquidity Event), whether voluntary or involuntary.

"Equity Financing" means a bona fide transaction or series of transactions with the principal purpose of raising capital, pursuant to which the Company issues and sells Preferred Stock at a fixed pre-money valuation.

"Initial Public Offering" means the closing of the Company's first firm commitment underwritten initial public offering of Common Stock pursuant to a registration statement filed under the Securities Act.

"Liquidity Capitalization" means the number, as of immediately prior to the Liquidity Event, of shares of Capital Stock (on an as-converted basis) outstanding, assuming exercise or conversion of all outstanding vested and unvested options, warrants and other convertible securities, but excluding: (i) shares of Common Stock reserved and available for future grant under any equity incentive or similar plan; (ii) this instrument; (iii) other Safes; and (iv) convertible promissory notes.

"Liquidity Event" means a Change of Control or an Initial Public Offering.

"Liquidity Price" means the price per share equal to the Valuation Cap divided by the Liquidity Capitalization.

"Pro Rata Rights Agreement" means a written agreement between the Company and the Investor (and holders of other Safes, as appropriate) giving the Investor a right to purchase its *pro rata* share of private placements of securities by the Company occurring after the Equity Financing, subject to customary exceptions. *Pro rata* for purposes of the Pro Rata Rights Agreement will be calculated based on the ratio of (1) the number of shares of Capital Stock owned by the Investor immediately prior to the issuance of the securities to (2) the total number of shares of outstanding Capital Stock on a fully diluted basis, calculated as of immediately prior to the issuance of the securities.

"Safe" means an instrument containing a future right to shares of Capital Stock, similar in form and content to this instrument, purchased by investors for the purpose of funding the Company's business operations.

"Safe Preferred Stock" means the shares of a series of Preferred Stock issued to the Investor in an Equity Financing, having the identical rights, privileges, preferences and restrictions as the shares of Standard Preferred Stock, other than with respect to: (i) the per share liquidation preference and the conversion price for purposes of price-based anti-dilution protection, which will equal the Safe Price; and (ii) the basis for any dividend rights, which will be based on the Safe Price.

"Safe Price" means the price per share equal to the Valuation Cap divided by the Company Capitalization.

"Standard Preferred Stock" means the shares of a series of Preferred Stock issued to the investors investing new money in the Company in connection with the initial closing of the Equity Financing.

3. *Company Representations*

(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 instrument is within the power of the Company and, other than with respect to the actions to be taken when equity is to be issued to the Investor, has been duly authorized by all necessary actions on the part of the Company. This instrument 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) The performance and consummation of the transactions contemplated by this instrument 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) No consents or approvals are required in connection with the performance of this instrument, other than: (i) the Company's corporate approvals; (ii) any qualifications or filings under applicable securities laws; and (iii) necessary corporate approvals for the authorization of Capital Stock issuable pursuant to Section 1.

(e) To its knowledge, the Company owns or possesses (or can obtain on commercially reasonable terms) sufficient legal rights to all patents, trademarks, service marks, trade names, copyrights, trade secrets, licenses, information, processes and other intellectual property rights necessary for its business as now conducted and as currently proposed to be conducted, without any conflict with, or infringement of the rights of, others.

4. *Investor Representations*

(a) The Investor has full legal capacity, power and authority to execute and deliver this instrument and to perform its obligations hereunder. This instrument constitutes valid and binding obligation of the Investor, 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) The Investor is an accredited investor as such term is defined in Rule 501 of Regulation D under the Securities Act. The Investor has been advised that this instrument and the underlying securities have not been registered under the Securities Act, or any state securities laws and, therefore, 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. The Investor is purchasing this instrument and the securities to be acquired by the Investor 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 the Investor has no present intention of selling, granting any participation in, or otherwise distributing the same. The Investor has such knowledge and experience in financial and business matters that the Investor is capable of evaluating the merits and risks of such investment, is able to incur a complete loss of such investment without impairing the Investor's financial condition and is able to bear the economic risk of such investment for an indefinite period of time.

5. *Miscellaneous*

(a) Any provision of this instrument may be amended, waived or modified only upon the written consent of the Company and the Investor.

(b) Any notice required or permitted by this instrument will be deemed sufficient when delivered personally or by overnight courier or sent by email to the relevant address listed on the signature page, or 48 hours after being deposited in the U.S. mail as certified or registered mail with postage prepaid, addressed to the party to be notified at such party's address listed on the signature page, as subsequently modified by written notice.

(c) The Investor is not entitled, as a holder of this instrument, to vote or receive dividends or be deemed the holder of Capital Stock for any purpose, nor will anything contained herein be construed to confer on the Investor, 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 subscription rights or otherwise until shares have been issued upon the terms described herein.

(d) Neither this instrument 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; *provided, however*, that this instrument and/or the rights contained herein may be assigned without the Company's consent by the Investor to any other entity who directly or indirectly, controls, is controlled by or is under common control with the Investor, including, without limitation, any general partner, managing member, officer or director of the Investor, or any venture capital fund now or hereafter existing which is controlled by one or more general partners or managing members of, or shares the same management company with, the Investor; and *provided, further*, that the Company may assign this instrument in whole, without the consent of the Investor, in connection with a reincorporation to change the Company's domicile.


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

(f) 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.

(Signature page follows)

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

Wing AI Technologies, Inc.:

By: 
Karan Kanwar, CEO

Address:

6415 Schmidt Ln, Apt B311

El Cerrito, CA 94530

Email: karan@getwingapp.com

Teze Limited Partnership

By: 
Yasser Elshair

Address:

7147 E. Rancho Vista Dr

#6002

Scottsdale, AZ 85251

Email: yelshair@gmail.com

TITLE	SAFE Wing - Yasser Elshair - 2021
FILE NAME	2021 Wing SAFE - Yasser.pdf
DOCUMENT ID	4a2f79820af2c639e3c22b79b7545cd1eeea2a6b
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	● Completed

Document History



09 / 29 / 2021
21:17:17 UTC

Sent for signature to Karan Kanwar (karan@getwingapp.com) and Yasser Elshair (yelshair@gmail.com) from rolandpolzin@gmail.com
IP: 104.12.136.82



09 / 29 / 2021
21:20:42 UTC

Viewed by Yasser Elshair (yelshair@gmail.com)
IP: 68.104.234.247



09 / 29 / 2021
21:21:43 UTC

Signed by Yasser Elshair (yelshair@gmail.com)
IP: 68.104.234.247



09 / 30 / 2021
02:56:36 UTC

Viewed by Karan Kanwar (karan@getwingapp.com)
IP: 168.70.104.6



09 / 30 / 2021
02:56:48 UTC

Signed by Karan Kanwar (karan@getwingapp.com)
IP: 168.70.104.6



09 / 30 / 2021
02:56:48 UTC

The document has been completed.

THIS INSTRUMENT AND ANY SECURITIES ISSUABLE PURSUANT HERETO HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE “**SECURITIES ACT**”), OR UNDER THE SECURITIES LAWS OF CERTAIN STATES. THESE SECURITIES MAY NOT BE OFFERED, SOLD OR OTHERWISE TRANSFERRED, PLEDGED OR HYPOTHECATED EXCEPT AS PERMITTED UNDER THE ACT AND APPLICABLE STATE SECURITIES LAWS PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT OR AN EXEMPTION THEREFROM.

WING AI TECHNOLOGIES, INC.

SAFE
(Simple Agreement for Future Equity)

THIS CERTIFIES THAT in exchange for the payment by Mike Barker (the “**Investor**”) of \$100,000 (the “**Purchase Amount**”) on or about September 29, 2021, Wing AI Technologies, Inc., a Delaware corporation (the “**Company**”), hereby issues to the Investor the right to certain shares of the Company’s capital stock, subject to the terms set forth below.

The “**Valuation Cap**” is \$8,000,000. See **Section 2** for certain additional defined terms.

1. Events

(a) **Equity Financing.** If there is an Equity Financing before the expiration or termination of this instrument, the Company will automatically issue to the Investor either: (1) a number of shares of Standard Preferred Stock equal to the Purchase Amount divided by the price per share of the Standard Preferred Stock, if the pre-money valuation is less than or equal to the Valuation Cap; or (2) a number of shares of Safe Preferred Stock equal to the Purchase Amount divided by the Safe Price, if the pre-money valuation is greater than the Valuation Cap.

In connection with the issuance of Standard Preferred Stock or Safe Preferred Stock, as applicable, by the Company to the Investor pursuant to this Section 1(a):

(i) The Investor will execute and deliver to the Company all transaction documents related to the Equity Financing; *provided*, that such documents are the same documents to be entered into with the purchasers of Standard Preferred Stock, with appropriate variations for the Safe Preferred Stock if applicable, and *provided further*, that such documents have customary exceptions to any drag-along applicable to the Investor, including, without limitation, limited representations and warranties and limited liability and indemnification obligations on the part of the Investor; and

(ii) The Investor and the Company will execute a Pro Rata Rights Agreement, unless the Investor is already included in such rights in the transaction documents related to the Equity Financing.

(b) **Liquidity Event.** If there is a Liquidity Event before the expiration or termination of this instrument, the Investor will, at its option, either (i) receive a cash payment equal to the Purchase Amount (subject to the following paragraph) or (ii) automatically receive from the Company a number of shares of Common Stock equal to the Purchase Amount divided by the Liquidity Price, if the Investor fails to select the cash option.

In connection with Section (b)(i), the Purchase Amount will be due and payable by the Company to the Investor immediately prior to, or concurrent with, the consummation of the Liquidity Event. If there are not enough funds to pay the Investor and holders of other Safes (collectively, the “**Cash-Out Investors**”) in full, then all of the Company’s available funds will be distributed with equal priority and *pro rata* among the Cash-Out Investors in proportion to their Purchase Amounts, and the Cash-Out Investors will automatically receive the number of shares of Common Stock equal to the remaining unpaid Purchase Amount divided by the Liquidity Price. In connection with a Change of Control intended to

qualify as a tax-free reorganization, the Company may reduce, *pro rata*, the Purchase Amounts payable to the Cash-Out Investors by the amount determined by its board of directors in good faith to be advisable for such Change of Control to qualify as a tax-free reorganization for U.S. federal income tax purposes, and in such case, the Cash-Out Investors will automatically receive the number of shares of Common Stock equal to the remaining unpaid Purchase Amount divided by the Liquidity Price.

(c) **Dissolution Event**. If there is a Dissolution Event before this instrument expires or terminates, the Company will pay an amount equal to the Purchase Amount, due and payable to the Investor immediately prior to, or concurrent with, the consummation of the Dissolution Event. The Purchase Amount will be paid prior and in preference to any Distribution of any of the assets of the Company to holders of outstanding Capital Stock by reason of their ownership thereof. If immediately prior to the consummation of the Dissolution Event, the assets of the Company legally available for distribution to the Investor and all holders of all other Safes (the “**Dissolving Investors**”), as determined in good faith by the Company’s board of directors, are insufficient to permit the payment to the Dissolving Investors of their respective Purchase Amounts, then the entire assets of the Company legally available for distribution will be distributed with equal priority and *pro rata* among the Dissolving Investors in proportion to the Purchase Amounts they would otherwise be entitled to receive pursuant to this Section 1(c).

(d) **Termination**. This instrument will expire and terminate (without relieving the Company of any obligations arising from a prior breach of or non-compliance with this instrument) upon either (i) the issuance of stock to the Investor pursuant to Section 1(a) or Section 1(b)(ii); or (ii) the payment, or setting aside for payment, of amounts due the Investor pursuant to Section 1(b)(i) or Section 1(c).

2. ***Definitions***

“**Capital Stock**” means the capital stock of the Company, including, without limitation, the “**Common Stock**” and the “**Preferred Stock**.”

“**Change of Control**” means (i) a transaction or series of related transactions in which any “person” or “group” (within the meaning of Section 13(d) and 14(d) of the Securities Exchange Act of 1934, as amended), becomes the “beneficial owner” (as defined in Rule 13d-3 under the Securities Exchange Act of 1934, as amended), directly or indirectly, of more than 50% of the outstanding voting securities of the Company having the right to vote for the election of members of the Company’s board of directors, (ii) any reorganization, merger or consolidation of the Company, other than a transaction or series of related transactions in which the holders of the voting securities of the Company outstanding immediately prior to such transaction or series of related transactions retain, immediately after such transaction or series of related transactions, at least a majority of the total voting power represented by the outstanding voting securities of the Company or such other surviving or resulting entity or (iii) a sale, lease or other disposition of all or substantially all of the assets of the Company.

“**Company Capitalization**” means the sum, as of immediately prior to the Equity Financing, of: (1) all shares of Capital Stock (on an as-converted basis) issued and outstanding, assuming exercise or conversion of all outstanding vested and unvested options, warrants and other convertible securities, but excluding (A) this instrument, (B) all other Safes, and (C) convertible promissory notes; and (2) all shares of Common Stock reserved and available for future grant under any equity incentive or similar plan of the Company, and/or any equity incentive or similar plan to be created or increased in connection with the Equity Financing.

“**Distribution**” means the transfer to holders of Capital Stock by reason of their ownership thereof of cash or other property without consideration whether by way of dividend or otherwise, other than dividends on Common Stock payable in Common Stock, or the purchase or redemption of Capital Stock by the Company or its subsidiaries for cash or property other than: (i) repurchases of Common Stock held by employees, officers, directors or consultants of the Company or its subsidiaries pursuant to an agreement providing, as applicable, a right of first refusal or a right to repurchase shares

upon termination of such service provider's employment or services; or (ii) repurchases of Capital Stock in connection with the settlement of disputes with any stockholder.

"Dissolution Event" means (i) a voluntary termination of operations, (ii) a general assignment for the benefit of the Company's creditors or (iii) any other liquidation, dissolution or winding up of the Company (**excluding** a Liquidity Event), whether voluntary or involuntary.

"Equity Financing" means a bona fide transaction or series of transactions with the principal purpose of raising capital, pursuant to which the Company issues and sells Preferred Stock at a fixed pre-money valuation.

"Initial Public Offering" means the closing of the Company's first firm commitment underwritten initial public offering of Common Stock pursuant to a registration statement filed under the Securities Act.

"Liquidity Capitalization" means the number, as of immediately prior to the Liquidity Event, of shares of Capital Stock (on an as-converted basis) outstanding, assuming exercise or conversion of all outstanding vested and unvested options, warrants and other convertible securities, but **excluding**: (i) shares of Common Stock reserved and available for future grant under any equity incentive or similar plan; (ii) this instrument; (iii) other Safes; and (iv) convertible promissory notes.

"Liquidity Event" means a Change of Control or an Initial Public Offering.

"Liquidity Price" means the price per share equal to the Valuation Cap divided by the Liquidity Capitalization.

"Pro Rata Rights Agreement" means a written agreement between the Company and the Investor (and holders of other Safes, as appropriate) giving the Investor a right to purchase its *pro rata* share of private placements of securities by the Company **occurring after the Equity Financing**, subject to customary exceptions. *Pro rata* for purposes of the Pro Rata Rights Agreement will be calculated based on the ratio of (1) the number of shares of Capital Stock owned by the Investor immediately prior to the issuance of the securities to (2) the total number of shares of outstanding Capital Stock on a fully diluted basis, calculated as of immediately prior to the issuance of the securities.

"Safe" means an instrument containing a future right to shares of Capital Stock, similar in form and content to this instrument, purchased by investors for the purpose of funding the Company's business operations.

"Safe Preferred Stock" means the shares of a series of Preferred Stock issued to the Investor in an Equity Financing, having the identical rights, privileges, preferences and restrictions as the shares of Standard Preferred Stock, other than with respect to: (i) the per share liquidation preference and the conversion price for purposes of price-based anti-dilution protection, which will equal the Safe Price; and (ii) the basis for any dividend rights, which will be based on the Safe Price.

"Safe Price" means the price per share equal to the Valuation Cap divided by the Company Capitalization.

"Standard Preferred Stock" means the shares of a series of Preferred Stock issued to the investors investing new money in the Company in connection with the initial closing of the Equity Financing.

3. *Company Representations*

(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 instrument is within the power of the Company and, other than with respect to the actions to be taken when equity is to be issued to the Investor, has been duly authorized by all necessary actions on the part of the Company. This instrument 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) The performance and consummation of the transactions contemplated by this instrument 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) No consents or approvals are required in connection with the performance of this instrument, other than: (i) the Company's corporate approvals; (ii) any qualifications or filings under applicable securities laws; and (iii) necessary corporate approvals for the authorization of Capital Stock issuable pursuant to Section 1.

(e) To its knowledge, the Company owns or possesses (or can obtain on commercially reasonable terms) sufficient legal rights to all patents, trademarks, service marks, trade names, copyrights, trade secrets, licenses, information, processes and other intellectual property rights necessary for its business as now conducted and as currently proposed to be conducted, without any conflict with, or infringement of the rights of, others.

4. *Investor Representations*

(a) The Investor has full legal capacity, power and authority to execute and deliver this instrument and to perform its obligations hereunder. This instrument constitutes valid and binding obligation of the Investor, 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) The Investor is an accredited investor as such term is defined in Rule 501 of Regulation D under the Securities Act. The Investor has been advised that this instrument and the underlying securities have not been registered under the Securities Act, or any state securities laws and, therefore, 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. The Investor is purchasing this instrument and the securities to be acquired by the Investor 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 the Investor has no present intention of selling, granting any participation in, or otherwise distributing the same. The Investor has such knowledge and experience in financial and business matters that the Investor is capable of evaluating the merits and risks of such investment, is able to incur a complete loss of such investment without impairing the Investor's financial condition and is able to bear the economic risk of such investment for an indefinite period of time.

5. *Miscellaneous*

(a) Any provision of this instrument may be amended, waived or modified only upon the written consent of the Company and the Investor.

(b) Any notice required or permitted by this instrument will be deemed sufficient when delivered personally or by overnight courier or sent by email to the relevant address listed on the signature page, or 48 hours after being deposited in the U.S. mail as certified or registered mail with postage prepaid, addressed to the party to be notified at such party's address listed on the signature page, as subsequently modified by written notice.

(c) The Investor is not entitled, as a holder of this instrument, to vote or receive dividends or be deemed the holder of Capital Stock for any purpose, nor will anything contained herein be construed to confer on the Investor, 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 subscription rights or otherwise until shares have been issued upon the terms described herein.

(d) Neither this instrument 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; *provided, however*, that this instrument and/or the rights contained herein may be assigned without the Company's consent by the Investor to any other entity who directly or indirectly, controls, is controlled by or is under common control with the Investor, including, without limitation, any general partner, managing member, officer or director of the Investor, or any venture capital fund now or hereafter existing which is controlled by one or more general partners or managing members of, or shares the same management company with, the Investor; and *provided, further*, that the Company may assign this instrument in whole, without the consent of the Investor, in connection with a reincorporation to change the Company's domicile.


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

(f) 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.

(Signature page follows)

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

Wing AI Technologies, Inc.:

By: 

Karan Kanwar, CEO

Address:

6415 Schmidt Ln, Apt B311

El Cerrito, CA 94530

Email: karan@getwingapp.com

Mike Barker

By: *Michael Barker*

Mike Barker

Address:

1770 Avenida Del

Mundo, #608

Coronado, CA 92118

Email: askmikey@mac.com

TITLE	SAFE Wing - Mike Barker - 2021
FILE NAME	2021 Wing SAFE - Mike.docx
DOCUMENT ID	97c7010bc7408bbe8e7686417b24dfabbca6692a
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	◆ Completed

Document History



09 / 30 / 2021
02:47:15 UTC

Sent for signature to Karan Kanwar (karan@getwingapp.com) and Mike Barker (askmikey@mac.com) from rolandpolzin@gmail.com
IP: 104.12.136.82



09 / 30 / 2021
02:54:58 UTC

Viewed by Karan Kanwar (karan@getwingapp.com)
IP: 168.70.104.6



09 / 30 / 2021
02:55:12 UTC

Signed by Karan Kanwar (karan@getwingapp.com)
IP: 168.70.104.6



09 / 30 / 2021
04:22:49 UTC

Viewed by Mike Barker (askmikey@mac.com)
IP: 104.35.53.159



09 / 30 / 2021
04:24:10 UTC

Signed by Mike Barker (askmikey@mac.com)
IP: 104.35.53.159



09 / 30 / 2021
04:24:10 UTC

The document has been completed.

THIS INSTRUMENT AND ANY SECURITIES ISSUABLE PURSUANT HERETO HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE “**SECURITIES ACT**”), OR UNDER THE SECURITIES LAWS OF CERTAIN STATES. THESE SECURITIES MAY NOT BE OFFERED, SOLD OR OTHERWISE TRANSFERRED, PLEDGED OR HYPOTHECATED EXCEPT AS PERMITTED UNDER THE ACT AND APPLICABLE STATE SECURITIES LAWS PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT OR AN EXEMPTION THEREFROM.

WING AI TECHNOLOGIES, INC.

SAFE
(Simple Agreement for Future Equity)

THIS CERTIFIES THAT in exchange for the payment by Pacific Premier Trust Company, Custodian, FBO Carl J Beck, IRA (the “**Investor**”) of \$50,000 (the “**Purchase Amount**”) on or about September 30, 2021, Wing AI Technologies, Inc., a Delaware corporation (the “**Company**”), hereby issues to the Investor the right to certain shares of the Company’s capital stock, subject to the terms set forth below.

The “**Valuation Cap**” is \$8,000,000. See **Section 2** for certain additional defined terms.

1. Events

(a) **Equity Financing.** If there is an Equity Financing before the expiration or termination of this instrument, the Company will automatically issue to the Investor either: (1) a number of shares of Standard Preferred Stock equal to the Purchase Amount divided by the price per share of the Standard Preferred Stock, if the pre-money valuation is less than or equal to the Valuation Cap; or (2) a number of shares of Safe Preferred Stock equal to the Purchase Amount divided by the Safe Price, if the pre-money valuation is greater than the Valuation Cap.

In connection with the issuance of Standard Preferred Stock or Safe Preferred Stock, as applicable, by the Company to the Investor pursuant to this Section 1(a):

(i) The Investor will execute and deliver to the Company all transaction documents related to the Equity Financing; *provided*, that such documents are the same documents to be entered into with the purchasers of Standard Preferred Stock, with appropriate variations for the Safe Preferred Stock if applicable, and *provided further*, that such documents have customary exceptions to any drag-along applicable to the Investor, including, without limitation, limited representations and warranties and limited liability and indemnification obligations on the part of the Investor; and

(ii) The Investor and the Company will execute a Pro Rata Rights Agreement, unless the Investor is already included in such rights in the transaction documents related to the Equity Financing.

(b) **Liquidity Event.** If there is a Liquidity Event before the expiration or termination of this instrument, the Investor will, at its option, either (i) receive a cash payment equal to the Purchase Amount (subject to the following paragraph) or (ii) automatically receive from the Company a number of shares of Common Stock equal to the Purchase Amount divided by the Liquidity Price, if the Investor fails to select the cash option.

In connection with Section (b)(i), the Purchase Amount will be due and payable by the Company to the Investor immediately prior to, or concurrent with, the consummation of the Liquidity Event. If there are not enough funds to pay the Investor and holders of other Safes (collectively, the “**Cash-Out Investors**”) in full, then all of the Company’s available funds will be distributed with equal priority and *pro rata* among the Cash-Out Investors in proportion to their Purchase Amounts, and the Cash-Out Investors will automatically receive the number of shares of Common Stock equal to the remaining unpaid Purchase Amount divided by the Liquidity Price. In connection with a Change of Control intended to

qualify as a tax-free reorganization, the Company may reduce, *pro rata*, the Purchase Amounts payable to the Cash-Out Investors by the amount determined by its board of directors in good faith to be advisable for such Change of Control to qualify as a tax-free reorganization for U.S. federal income tax purposes, and in such case, the Cash-Out Investors will automatically receive the number of shares of Common Stock equal to the remaining unpaid Purchase Amount divided by the Liquidity Price.

(c) **Dissolution Event**. If there is a Dissolution Event before this instrument expires or terminates, the Company will pay an amount equal to the Purchase Amount, due and payable to the Investor immediately prior to, or concurrent with, the consummation of the Dissolution Event. The Purchase Amount will be paid prior and in preference to any Distribution of any of the assets of the Company to holders of outstanding Capital Stock by reason of their ownership thereof. If immediately prior to the consummation of the Dissolution Event, the assets of the Company legally available for distribution to the Investor and all holders of all other Safes (the “**Dissolving Investors**”), as determined in good faith by the Company’s board of directors, are insufficient to permit the payment to the Dissolving Investors of their respective Purchase Amounts, then the entire assets of the Company legally available for distribution will be distributed with equal priority and *pro rata* among the Dissolving Investors in proportion to the Purchase Amounts they would otherwise be entitled to receive pursuant to this Section 1(c).

(d) **Termination**. This instrument will expire and terminate (without relieving the Company of any obligations arising from a prior breach of or non-compliance with this instrument) upon either (i) the issuance of stock to the Investor pursuant to Section 1(a) or Section 1(b)(ii); or (ii) the payment, or setting aside for payment, of amounts due the Investor pursuant to Section 1(b)(i) or Section 1(c).

2. ***Definitions***

“**Capital Stock**” means the capital stock of the Company, including, without limitation, the “**Common Stock**” and the “**Preferred Stock**.”

“**Change of Control**” means (i) a transaction or series of related transactions in which any “person” or “group” (within the meaning of Section 13(d) and 14(d) of the Securities Exchange Act of 1934, as amended), becomes the “beneficial owner” (as defined in Rule 13d-3 under the Securities Exchange Act of 1934, as amended), directly or indirectly, of more than 50% of the outstanding voting securities of the Company having the right to vote for the election of members of the Company’s board of directors, (ii) any reorganization, merger or consolidation of the Company, other than a transaction or series of related transactions in which the holders of the voting securities of the Company outstanding immediately prior to such transaction or series of related transactions retain, immediately after such transaction or series of related transactions, at least a majority of the total voting power represented by the outstanding voting securities of the Company or such other surviving or resulting entity or (iii) a sale, lease or other disposition of all or substantially all of the assets of the Company.

“**Company Capitalization**” means the sum, as of immediately prior to the Equity Financing, of: (1) all shares of Capital Stock (on an as-converted basis) issued and outstanding, assuming exercise or conversion of all outstanding vested and unvested options, warrants and other convertible securities, but excluding (A) this instrument, (B) all other Safes, and (C) convertible promissory notes; and (2) all shares of Common Stock reserved and available for future grant under any equity incentive or similar plan of the Company, and/or any equity incentive or similar plan to be created or increased in connection with the Equity Financing.

“**Distribution**” means the transfer to holders of Capital Stock by reason of their ownership thereof of cash or other property without consideration whether by way of dividend or otherwise, other than dividends on Common Stock payable in Common Stock, or the purchase or redemption of Capital Stock by the Company or its subsidiaries for cash or property other than: (i) repurchases of Common Stock held by employees, officers, directors or consultants of the Company or its subsidiaries pursuant to an agreement providing, as applicable, a right of first refusal or a right to repurchase shares

upon termination of such service provider's employment or services; or (ii) repurchases of Capital Stock in connection with the settlement of disputes with any stockholder.

"Dissolution Event" means (i) a voluntary termination of operations, (ii) a general assignment for the benefit of the Company's creditors or (iii) any other liquidation, dissolution or winding up of the Company (excluding a Liquidity Event), whether voluntary or involuntary.

"Equity Financing" means a bona fide transaction or series of transactions with the principal purpose of raising capital, pursuant to which the Company issues and sells Preferred Stock at a fixed pre-money valuation.

"Initial Public Offering" means the closing of the Company's first firm commitment underwritten initial public offering of Common Stock pursuant to a registration statement filed under the Securities Act.

"Liquidity Capitalization" means the number, as of immediately prior to the Liquidity Event, of shares of Capital Stock (on an as-converted basis) outstanding, assuming exercise or conversion of all outstanding vested and unvested options, warrants and other convertible securities, but excluding: (i) shares of Common Stock reserved and available for future grant under any equity incentive or similar plan; (ii) this instrument; (iii) other Safes; and (iv) convertible promissory notes.

"Liquidity Event" means a Change of Control or an Initial Public Offering.

"Liquidity Price" means the price per share equal to the Valuation Cap divided by the Liquidity Capitalization.

"Pro Rata Rights Agreement" means a written agreement between the Company and the Investor (and holders of other Safes, as appropriate) giving the Investor a right to purchase its *pro rata* share of private placements of securities by the Company occurring after the Equity Financing, subject to customary exceptions. *Pro rata* for purposes of the Pro Rata Rights Agreement will be calculated based on the ratio of (1) the number of shares of Capital Stock owned by the Investor immediately prior to the issuance of the securities to (2) the total number of shares of outstanding Capital Stock on a fully diluted basis, calculated as of immediately prior to the issuance of the securities.

"Safe" means an instrument containing a future right to shares of Capital Stock, similar in form and content to this instrument, purchased by investors for the purpose of funding the Company's business operations.

"Safe Preferred Stock" means the shares of a series of Preferred Stock issued to the Investor in an Equity Financing, having the identical rights, privileges, preferences and restrictions as the shares of Standard Preferred Stock, other than with respect to: (i) the per share liquidation preference and the conversion price for purposes of price-based anti-dilution protection, which will equal the Safe Price; and (ii) the basis for any dividend rights, which will be based on the Safe Price.

"Safe Price" means the price per share equal to the Valuation Cap divided by the Company Capitalization.

"Standard Preferred Stock" means the shares of a series of Preferred Stock issued to the investors investing new money in the Company in connection with the initial closing of the Equity Financing.

3. *Company Representations*

(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 instrument is within the power of the Company and, other than with respect to the actions to be taken when equity is to be issued to the Investor, has been duly authorized by all necessary actions on the part of the Company. This instrument 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) The performance and consummation of the transactions contemplated by this instrument 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) No consents or approvals are required in connection with the performance of this instrument, other than: (i) the Company's corporate approvals; (ii) any qualifications or filings under applicable securities laws; and (iii) necessary corporate approvals for the authorization of Capital Stock issuable pursuant to Section 1.

(e) To its knowledge, the Company owns or possesses (or can obtain on commercially reasonable terms) sufficient legal rights to all patents, trademarks, service marks, trade names, copyrights, trade secrets, licenses, information, processes and other intellectual property rights necessary for its business as now conducted and as currently proposed to be conducted, without any conflict with, or infringement of the rights of, others.

4. *Investor Representations*

(a) The Investor has full legal capacity, power and authority to execute and deliver this instrument and to perform its obligations hereunder. This instrument constitutes valid and binding obligation of the Investor, 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) The Investor is an accredited investor as such term is defined in Rule 501 of Regulation D under the Securities Act. The Investor has been advised that this instrument and the underlying securities have not been registered under the Securities Act, or any state securities laws and, therefore, 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. The Investor is purchasing this instrument and the securities to be acquired by the Investor 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 the Investor has no present intention of selling, granting any participation in, or otherwise distributing the same. The Investor has such knowledge and experience in financial and business matters that the Investor is capable of evaluating the merits and risks of such investment, is able to incur a complete loss of such investment without impairing the Investor's financial condition and is able to bear the economic risk of such investment for an indefinite period of time.

5. *Miscellaneous*

(a) Any provision of this instrument may be amended, waived or modified only upon the written consent of the Company and the Investor.

(b) Any notice required or permitted by this instrument will be deemed sufficient when delivered personally or by overnight courier or sent by email to the relevant address listed on the signature page, or 48 hours after being deposited in the U.S. mail as certified or registered mail with postage prepaid, addressed to the party to be notified at such party's address listed on the signature page, as subsequently modified by written notice.

(c) The Investor is not entitled, as a holder of this instrument, to vote or receive dividends or be deemed the holder of Capital Stock for any purpose, nor will anything contained herein be construed to confer on the Investor, 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 subscription rights or otherwise until shares have been issued upon the terms described herein.

(d) Neither this instrument 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; *provided, however*, that this instrument and/or the rights contained herein may be assigned without the Company's consent by the Investor to any other entity who directly or indirectly, controls, is controlled by or is under common control with the Investor, including, without limitation, any general partner, managing member, officer or director of the Investor, or any venture capital fund now or hereafter existing which is controlled by one or more general partners or managing members of, or shares the same management company with, the Investor; and *provided, further*, that the Company may assign this instrument in whole, without the consent of the Investor, in connection with a reincorporation to change the Company's domicile.

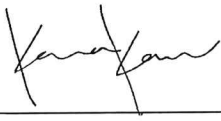
(e) In the event any one or more of the provisions of this instrument is for any reason held to be invalid, illegal or unenforceable, in whole or in part or in any respect, or in the event that any one or more of the provisions of this instrument operate or would prospectively operate to invalidate this instrument, 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 instrument and the remaining provisions of this instrument will remain operative and in full force and effect and will not be affected, prejudiced, or disturbed thereby.

(f) 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.

(Signature page follows)

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

Wing AI Technologies, Inc.:

By: 
Karan Kanwar, CEO

Address:

6415 Schmidt Ln, Apt B311

El Cerrito, CA 94530

Email: karan@getwingapp.com

**Pacific Premier Trust Company,
Custodian, FBO Carl J Beck, IRA**

By: 
Carl J. Beck

Address:







988 Barnegat Lane

Mantoloking, NJ 08738

Email: cbeck@hymanbeck.com

TITLE	SAFE Wing - Carl Beck - 2021
FILE NAME	2021 Wing SAFE - Carl.docx
DOCUMENT ID	9175ea48cfee35ab6be2dcc32568ff147bb709cd
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STATUS	Completed

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 SENT	09 / 30 / 2021 16:52:41 UTC	Sent for signature to Carl Beck (cbeck@hymanbeck.com) and Karan Kanwar (karan@getwingapp.com) from rolandpolzin@gmail.com IP: 104.12.136.82
 VIEWED	09 / 30 / 2021 16:54:20 UTC	Viewed by Karan Kanwar (karan@getwingapp.com) IP: 168.70.104.6
 SIGNED	09 / 30 / 2021 16:54:28 UTC	Signed by Karan Kanwar (karan@getwingapp.com) IP: 168.70.104.6
 VIEWED	09 / 30 / 2021 19:16:53 UTC	Viewed by Carl Beck (cbeck@hymanbeck.com) IP: 73.150.173.173
 SIGNED	09 / 30 / 2021 19:19:00 UTC	Signed by Carl Beck (cbeck@hymanbeck.com) IP: 73.150.173.173
 COMPLETED	09 / 30 / 2021 19:19:00 UTC	The document has been completed.

THIS INSTRUMENT AND ANY SECURITIES ISSUABLE PURSUANT HERETO HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE “**SECURITIES ACT**”), OR UNDER THE SECURITIES LAWS OF CERTAIN STATES. THESE SECURITIES MAY NOT BE OFFERED, SOLD OR OTHERWISE TRANSFERRED, PLEDGED OR HYPOTHECATED EXCEPT AS PERMITTED UNDER THE ACT AND APPLICABLE STATE SECURITIES LAWS PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT OR AN EXEMPTION THEREFROM.

WING AI TECHNOLOGIES, INC.

SAFE
(Simple Agreement for Future Equity)

THIS CERTIFIES THAT in exchange for the payment by Pacific Premier Trust, Custodian, FBO Alexander Hyman, IRA (the “**Investor**”) of \$50,000 (the “**Purchase Amount**”) on or about September 29, 2021, Wing AI Technologies, Inc., a Delaware corporation (the “**Company**”), hereby issues to the Investor the right to certain shares of the Company’s capital stock, subject to the terms set forth below.

The “**Valuation Cap**” is \$8,000,000. See **Section 2** for certain additional defined terms.

1. Events

(a) **Equity Financing.** If there is an Equity Financing before the expiration or termination of this instrument, the Company will automatically issue to the Investor either: (1) a number of shares of Standard Preferred Stock equal to the Purchase Amount divided by the price per share of the Standard Preferred Stock, if the pre-money valuation is less than or equal to the Valuation Cap; or (2) a number of shares of Safe Preferred Stock equal to the Purchase Amount divided by the Safe Price, if the pre-money valuation is greater than the Valuation Cap.

In connection with the issuance of Standard Preferred Stock or Safe Preferred Stock, as applicable, by the Company to the Investor pursuant to this Section 1(a):

(i) The Investor will execute and deliver to the Company all transaction documents related to the Equity Financing; *provided*, that such documents are the same documents to be entered into with the purchasers of Standard Preferred Stock, with appropriate variations for the Safe Preferred Stock if applicable, and *provided further*, that such documents have customary exceptions to any drag-along applicable to the Investor, including, without limitation, limited representations and warranties and limited liability and indemnification obligations on the part of the Investor; and

(ii) The Investor and the Company will execute a Pro Rata Rights Agreement, unless the Investor is already included in such rights in the transaction documents related to the Equity Financing.

(b) **Liquidity Event.** If there is a Liquidity Event before the expiration or termination of this instrument, the Investor will, at its option, either (i) receive a cash payment equal to the Purchase Amount (subject to the following paragraph) or (ii) automatically receive from the Company a number of shares of Common Stock equal to the Purchase Amount divided by the Liquidity Price, if the Investor fails to select the cash option.

In connection with Section (b)(i), the Purchase Amount will be due and payable by the Company to the Investor immediately prior to, or concurrent with, the consummation of the Liquidity Event. If there are not enough funds to pay the Investor and holders of other Safes (collectively, the “**Cash-Out Investors**”) in full, then all of the Company’s available funds will be distributed with equal priority and *pro rata* among the Cash-Out Investors in proportion to their Purchase Amounts, and the Cash-Out Investors will automatically receive the number of shares of Common Stock equal to the remaining unpaid Purchase Amount divided by the Liquidity Price. In connection with a Change of Control intended to

qualify as a tax-free reorganization, the Company may reduce, *pro rata*, the Purchase Amounts payable to the Cash-Out Investors by the amount determined by its board of directors in good faith to be advisable for such Change of Control to qualify as a tax-free reorganization for U.S. federal income tax purposes, and in such case, the Cash-Out Investors will automatically receive the number of shares of Common Stock equal to the remaining unpaid Purchase Amount divided by the Liquidity Price.

(c) **Dissolution Event**. If there is a Dissolution Event before this instrument expires or terminates, the Company will pay an amount equal to the Purchase Amount, due and payable to the Investor immediately prior to, or concurrent with, the consummation of the Dissolution Event. The Purchase Amount will be paid prior and in preference to any Distribution of any of the assets of the Company to holders of outstanding Capital Stock by reason of their ownership thereof. If immediately prior to the consummation of the Dissolution Event, the assets of the Company legally available for distribution to the Investor and all holders of all other Safes (the “**Dissolving Investors**”), as determined in good faith by the Company’s board of directors, are insufficient to permit the payment to the Dissolving Investors of their respective Purchase Amounts, then the entire assets of the Company legally available for distribution will be distributed with equal priority and *pro rata* among the Dissolving Investors in proportion to the Purchase Amounts they would otherwise be entitled to receive pursuant to this Section 1(c).

(d) **Termination**. This instrument will expire and terminate (without relieving the Company of any obligations arising from a prior breach of or non-compliance with this instrument) upon either (i) the issuance of stock to the Investor pursuant to Section 1(a) or Section 1(b)(ii); or (ii) the payment, or setting aside for payment, of amounts due the Investor pursuant to Section 1(b)(i) or Section 1(c).

2. ***Definitions***

“**Capital Stock**” means the capital stock of the Company, including, without limitation, the “**Common Stock**” and the “**Preferred Stock**.”

“**Change of Control**” means (i) a transaction or series of related transactions in which any “person” or “group” (within the meaning of Section 13(d) and 14(d) of the Securities Exchange Act of 1934, as amended), becomes the “beneficial owner” (as defined in Rule 13d-3 under the Securities Exchange Act of 1934, as amended), directly or indirectly, of more than 50% of the outstanding voting securities of the Company having the right to vote for the election of members of the Company’s board of directors, (ii) any reorganization, merger or consolidation of the Company, other than a transaction or series of related transactions in which the holders of the voting securities of the Company outstanding immediately prior to such transaction or series of related transactions retain, immediately after such transaction or series of related transactions, at least a majority of the total voting power represented by the outstanding voting securities of the Company or such other surviving or resulting entity or (iii) a sale, lease or other disposition of all or substantially all of the assets of the Company.

“**Company Capitalization**” means the sum, as of immediately prior to the Equity Financing, of: (1) all shares of Capital Stock (on an as-converted basis) issued and outstanding, assuming exercise or conversion of all outstanding vested and unvested options, warrants and other convertible securities, but excluding (A) this instrument, (B) all other Safes, and (C) convertible promissory notes; and (2) all shares of Common Stock reserved and available for future grant under any equity incentive or similar plan of the Company, and/or any equity incentive or similar plan to be created or increased in connection with the Equity Financing.

“**Distribution**” means the transfer to holders of Capital Stock by reason of their ownership thereof of cash or other property without consideration whether by way of dividend or otherwise, other than dividends on Common Stock payable in Common Stock, or the purchase or redemption of Capital Stock by the Company or its subsidiaries for cash or property other than: (i) repurchases of Common Stock held by employees, officers, directors or consultants of the Company or its subsidiaries pursuant to an agreement providing, as applicable, a right of first refusal or a right to repurchase shares

upon termination of such service provider's employment or services; or (ii) repurchases of Capital Stock in connection with the settlement of disputes with any stockholder.

"Dissolution Event" means (i) a voluntary termination of operations, (ii) a general assignment for the benefit of the Company's creditors or (iii) any other liquidation, dissolution or winding up of the Company (**excluding** a Liquidity Event), whether voluntary or involuntary.

"Equity Financing" means a bona fide transaction or series of transactions with the principal purpose of raising capital, pursuant to which the Company issues and sells Preferred Stock at a fixed pre-money valuation.

"Initial Public Offering" means the closing of the Company's first firm commitment underwritten initial public offering of Common Stock pursuant to a registration statement filed under the Securities Act.

"Liquidity Capitalization" means the number, as of immediately prior to the Liquidity Event, of shares of Capital Stock (on an as-converted basis) outstanding, assuming exercise or conversion of all outstanding vested and unvested options, warrants and other convertible securities, but **excluding**: (i) shares of Common Stock reserved and available for future grant under any equity incentive or similar plan; (ii) this instrument; (iii) other Safes; and (iv) convertible promissory notes.

"Liquidity Event" means a Change of Control or an Initial Public Offering.

"Liquidity Price" means the price per share equal to the Valuation Cap divided by the Liquidity Capitalization.

"Pro Rata Rights Agreement" means a written agreement between the Company and the Investor (and holders of other Safes, as appropriate) giving the Investor a right to purchase its *pro rata* share of private placements of securities by the Company **occurring after the Equity Financing**, subject to customary exceptions. *Pro rata* for purposes of the Pro Rata Rights Agreement will be calculated based on the ratio of (1) the number of shares of Capital Stock owned by the Investor immediately prior to the issuance of the securities to (2) the total number of shares of outstanding Capital Stock on a fully diluted basis, calculated as of immediately prior to the issuance of the securities.

"Safe" means an instrument containing a future right to shares of Capital Stock, similar in form and content to this instrument, purchased by investors for the purpose of funding the Company's business operations.

"Safe Preferred Stock" means the shares of a series of Preferred Stock issued to the Investor in an Equity Financing, having the identical rights, privileges, preferences and restrictions as the shares of Standard Preferred Stock, other than with respect to: (i) the per share liquidation preference and the conversion price for purposes of price-based anti-dilution protection, which will equal the Safe Price; and (ii) the basis for any dividend rights, which will be based on the Safe Price.

"Safe Price" means the price per share equal to the Valuation Cap divided by the Company Capitalization.

"Standard Preferred Stock" means the shares of a series of Preferred Stock issued to the investors investing new money in the Company in connection with the initial closing of the Equity Financing.

3. *Company Representations*

(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 instrument is within the power of the Company and, other than with respect to the actions to be taken when equity is to be issued to the Investor, has been duly authorized by all necessary actions on the part of the Company. This instrument 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) The performance and consummation of the transactions contemplated by this instrument 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) No consents or approvals are required in connection with the performance of this instrument, other than: (i) the Company's corporate approvals; (ii) any qualifications or filings under applicable securities laws; and (iii) necessary corporate approvals for the authorization of Capital Stock issuable pursuant to Section 1.

(e) To its knowledge, the Company owns or possesses (or can obtain on commercially reasonable terms) sufficient legal rights to all patents, trademarks, service marks, trade names, copyrights, trade secrets, licenses, information, processes and other intellectual property rights necessary for its business as now conducted and as currently proposed to be conducted, without any conflict with, or infringement of the rights of, others.

4. *Investor Representations*

(a) The Investor has full legal capacity, power and authority to execute and deliver this instrument and to perform its obligations hereunder. This instrument constitutes valid and binding obligation of the Investor, 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) The Investor is an accredited investor as such term is defined in Rule 501 of Regulation D under the Securities Act. The Investor has been advised that this instrument and the underlying securities have not been registered under the Securities Act, or any state securities laws and, therefore, 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. The Investor is purchasing this instrument and the securities to be acquired by the Investor 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 the Investor has no present intention of selling, granting any participation in, or otherwise distributing the same. The Investor has such knowledge and experience in financial and business matters that the Investor is capable of evaluating the merits and risks of such investment, is able to incur a complete loss of such investment without impairing the Investor's financial condition and is able to bear the economic risk of such investment for an indefinite period of time.

5. *Miscellaneous*

(a) Any provision of this instrument may be amended, waived or modified only upon the written consent of the Company and the Investor.

(b) Any notice required or permitted by this instrument will be deemed sufficient when delivered personally or by overnight courier or sent by email to the relevant address listed on the signature page, or 48 hours after being deposited in the U.S. mail as certified or registered mail with postage prepaid, addressed to the party to be notified at such party's address listed on the signature page, as subsequently modified by written notice.

(c) The Investor is not entitled, as a holder of this instrument, to vote or receive dividends or be deemed the holder of Capital Stock for any purpose, nor will anything contained herein be construed to confer on the Investor, 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 subscription rights or otherwise until shares have been issued upon the terms described herein.

(d) Neither this instrument 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; *provided, however*, that this instrument and/or the rights contained herein may be assigned without the Company's consent by the Investor to any other entity who directly or indirectly, controls, is controlled by or is under common control with the Investor, including, without limitation, any general partner, managing member, officer or director of the Investor, or any venture capital fund now or hereafter existing which is controlled by one or more general partners or managing members of, or shares the same management company with, the Investor; and *provided, further*, that the Company may assign this instrument in whole, without the consent of the Investor, in connection with a reincorporation to change the Company's domicile.

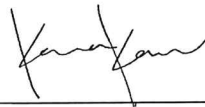
(e) In the event any one or more of the provisions of this instrument is for any reason held to be invalid, illegal or unenforceable, in whole or in part or in any respect, or in the event that any one or more of the provisions of this instrument operate or would prospectively operate to invalidate this instrument, 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 instrument and the remaining provisions of this instrument will remain operative and in full force and effect and will not be affected, prejudiced, or disturbed thereby.

(f) 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.

(Signature page follows)

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

Wing AI Technologies, Inc.:

By: 
Karan Kanwar, CEO


Address:

6415 Schmidt Ln, Apt B311

El Cerrito, CA 94530

Email: karan@getwingapp.com

**Pacific Premier Trust,
Custodian, FBO Alexander Hyman, IRA**

By: 
Alexander Hyman

Address:

8180 S. Seacrest Dr

Vero Beach, FL 32963

Email: ahyman@hymanbeck.com

TITLE	SAFE Wing - Alex Hyman - 2021
FILE NAME	2021 Wing SAFE - Alex.docx
DOCUMENT ID	1e5a13f78d26caa415494beb9a6332853d8e55be
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	● Completed

Document History



09 / 30 / 2021
17:22:14 UTC

Sent for signature to Alex Hyman (ahyman@hymanbeck.com) and Karan Kanwar (karan@getwingapp.com) from rolandpolzin@gmail.com
IP: 104.12.136.82



09 / 30 / 2021
17:23:30 UTC

Viewed by Karan Kanwar (karan@getwingapp.com)
IP: 168.70.104.6



09 / 30 / 2021
17:24:00 UTC

Signed by Karan Kanwar (karan@getwingapp.com)
IP: 168.70.104.6



09 / 30 / 2021
17:38:26 UTC

Viewed by Alex Hyman (ahyman@hymanbeck.com)
IP: 73.49.251.153



09 / 30 / 2021
17:39:04 UTC

Signed by Alex Hyman (ahyman@hymanbeck.com)
IP: 73.49.251.153



COMPLETED

09 / 30 / 2021
17:39:04 UTC

The document has been completed.

THIS INSTRUMENT AND ANY SECURITIES ISSUABLE PURSUANT HERETO HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE “**SECURITIES ACT**”), OR UNDER THE SECURITIES LAWS OF CERTAIN STATES. THESE SECURITIES MAY NOT BE OFFERED, SOLD OR OTHERWISE TRANSFERRED, PLEDGED OR HYPOTHECATED EXCEPT AS PERMITTED UNDER THE ACT AND APPLICABLE STATE SECURITIES LAWS PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT OR AN EXEMPTION THEREFROM.

WING AI TECHNOLOGIES, INC.

SAFE
(Simple Agreement for Future Equity)

THIS CERTIFIES THAT in exchange for the payment by RTP Seed Ventures II, LP (the “**Investor**”) of \$100,000 (the “**Purchase Amount**”) on or about September 30, 2021, Wing AI Technologies, Inc., a Delaware corporation (the “**Company**”), hereby issues to the Investor the right to certain shares of the Company’s capital stock, subject to the terms set forth below.

The “**Valuation Cap**” is \$8,000,000. See **Section 2** for certain additional defined terms.

1. Events

(a) **Equity Financing.** If there is an Equity Financing before the expiration or termination of this instrument, the Company will automatically issue to the Investor either: (1) a number of shares of Standard Preferred Stock equal to the Purchase Amount divided by the price per share of the Standard Preferred Stock, if the pre-money valuation is less than or equal to the Valuation Cap; or (2) a number of shares of Safe Preferred Stock equal to the Purchase Amount divided by the Safe Price, if the pre-money valuation is greater than the Valuation Cap.

In connection with the issuance of Standard Preferred Stock or Safe Preferred Stock, as applicable, by the Company to the Investor pursuant to this Section 1(a):

(i) The Investor will execute and deliver to the Company all transaction documents related to the Equity Financing; *provided*, that such documents are the same documents to be entered into with the purchasers of Standard Preferred Stock, with appropriate variations for the Safe Preferred Stock if applicable, and *provided further*, that such documents have customary exceptions to any drag-along applicable to the Investor, including, without limitation, limited representations and warranties and limited liability and indemnification obligations on the part of the Investor; and

(ii) The Investor and the Company will execute a Pro Rata Rights Agreement, unless the Investor is already included in such rights in the transaction documents related to the Equity Financing.

(b) **Liquidity Event.** If there is a Liquidity Event before the expiration or termination of this instrument, the Investor will, at its option, either (i) receive a cash payment equal to the Purchase Amount (subject to the following paragraph) or (ii) automatically receive from the Company a number of shares of Common Stock equal to the Purchase Amount divided by the Liquidity Price, if the Investor fails to select the cash option.

In connection with Section (b)(i), the Purchase Amount will be due and payable by the Company to the Investor immediately prior to, or concurrent with, the consummation of the Liquidity Event. If there are not enough funds to pay the Investor and holders of other Safes (collectively, the “**Cash-Out Investors**”) in full, then all of the Company’s available funds will be distributed with equal priority and *pro rata* among the Cash-Out Investors in proportion to their Purchase Amounts, and the Cash-Out Investors will automatically receive the number of shares of Common Stock equal to the remaining unpaid Purchase Amount divided by the Liquidity Price. In connection with a Change of Control

intended to qualify as a tax-free reorganization, the Company may reduce, *pro rata*, the Purchase Amounts payable to the Cash-Out Investors by the amount determined by its board of directors in good faith to be advisable for such Change of Control to qualify as a tax-free reorganization for U.S. federal income tax purposes, and in such case, the Cash-Out Investors will automatically receive the number of shares of Common Stock equal to the remaining unpaid Purchase Amount divided by the Liquidity Price.

(c) **Dissolution Event.** If there is a Dissolution Event before this instrument expires or terminates, the Company will pay an amount equal to the Purchase Amount, due and payable to the Investor immediately prior to, or concurrent with, the consummation of the Dissolution Event. The Purchase Amount will be paid prior and in preference to any Distribution of any of the assets of the Company to holders of outstanding Capital Stock by reason of their ownership thereof. If immediately prior to the consummation of the Dissolution Event, the assets of the Company legally available for distribution to the Investor and all holders of all other Safes (the “**Dissolving Investors**”), as determined in good faith by the Company’s board of directors, are insufficient to permit the payment to the Dissolving Investors of their respective Purchase Amounts, then the entire assets of the Company legally available for distribution will be distributed with equal priority and *pro rata* among the Dissolving Investors in proportion to the Purchase Amounts they would otherwise be entitled to receive pursuant to this Section 1(c).

(d) **Termination.** This instrument will expire and terminate (without relieving the Company of any obligations arising from a prior breach of or non-compliance with this instrument) upon either (i) the issuance of stock to the Investor pursuant to Section 1(a) or Section 1(b)(ii); or (ii) the payment, or setting aside for payment, of amounts due the Investor pursuant to Section 1(b)(i) or Section 1(c).

2. Definitions

“**Capital Stock**” means the capital stock of the Company, including, without limitation, the “**Common Stock**” and the “**Preferred Stock**.”

“**Change of Control**” means (i) a transaction or series of related transactions in which any “person” or “group” (within the meaning of Section 13(d) and 14(d) of the Securities Exchange Act of 1934, as amended), becomes the “beneficial owner” (as defined in Rule 13d-3 under the Securities Exchange Act of 1934, as amended), directly or indirectly, of more than 50% of the outstanding voting securities of the Company having the right to vote for the election of members of the Company’s board of directors, (ii) any reorganization, merger or consolidation of the Company, other than a transaction or series of related transactions in which the holders of the voting securities of the Company outstanding immediately prior to such transaction or series of related transactions retain, immediately after such transaction or series of related transactions, at least a majority of the total voting power represented by the outstanding voting securities of the Company or such other surviving or resulting entity or (iii) a sale, lease or other disposition of all or substantially all of the assets of the Company.

“**Company Capitalization**” means the sum, as of immediately prior to the Equity Financing, of: (1) all shares of Capital Stock (on an as-converted basis) issued and outstanding, assuming exercise or conversion of all outstanding vested and unvested options, warrants and other convertible securities, but excluding (A) this instrument, (B) all other Safes, and (C) convertible promissory notes; and (2) all shares of Common Stock reserved and available for future grant under any equity incentive or similar plan of the Company, and/or any equity incentive or similar plan to be created or increased in connection with the Equity Financing.

“**Distribution**” means the transfer to holders of Capital Stock by reason of their ownership thereof of cash or other property without consideration whether by way of dividend or otherwise, other than dividends on Common Stock payable in Common Stock, or the purchase or redemption of Capital Stock by the Company or its subsidiaries for cash or property other than: (i) repurchases of Common Stock held by employees, officers, directors or consultants of the Company or its subsidiaries pursuant to an agreement providing, as applicable, a right of first refusal or a right to

repurchase shares upon termination of such service provider's employment or services; or (ii) repurchases of Capital Stock in connection with the settlement of disputes with any stockholder.

"Dissolution Event" means (i) a voluntary termination of operations, (ii) a general assignment for the benefit of the Company's creditors or (iii) any other liquidation, dissolution or winding up of the Company (excluding a Liquidity Event), whether voluntary or involuntary.

"Equity Financing" means a bona fide transaction or series of transactions with the principal purpose of raising capital, pursuant to which the Company issues and sells Preferred Stock at a fixed pre-money valuation.

"Initial Public Offering" means the closing of the Company's first firm commitment underwritten initial public offering of Common Stock pursuant to a registration statement filed under the Securities Act.

"Liquidity Capitalization" means the number, as of immediately prior to the Liquidity Event, of shares of Capital Stock (on an as-converted basis) outstanding, assuming exercise or conversion of all outstanding vested and unvested options, warrants and other convertible securities, but excluding: (i) shares of Common Stock reserved and available for future grant under any equity incentive or similar plan; (ii) this instrument; (iii) other Safes; and (iv) convertible promissory notes.

"Liquidity Event" means a Change of Control or an Initial Public Offering.

"Liquidity Price" means the price per share equal to the Valuation Cap divided by the Liquidity Capitalization.

"Pro Rata Rights Agreement" means a written agreement between the Company and the Investor (and holders of other Safes, as appropriate) giving the Investor a right to purchase its *pro rata* share of private placements of securities by the Company occurring after the Equity Financing, subject to customary exceptions. *Pro rata* for purposes of the Pro Rata Rights Agreement will be calculated based on the ratio of (1) the number of shares of Capital Stock owned by the Investor immediately prior to the issuance of the securities to (2) the total number of shares of outstanding Capital Stock on a fully diluted basis, calculated as of immediately prior to the issuance of the securities.

"Safe" means an instrument containing a future right to shares of Capital Stock, similar in form and content to this instrument, purchased by investors for the purpose of funding the Company's business operations.

"Safe Preferred Stock" means the shares of a series of Preferred Stock issued to the Investor in an Equity Financing, having the identical rights, privileges, preferences and restrictions as the shares of Standard Preferred Stock, other than with respect to: (i) the per share liquidation preference and the conversion price for purposes of price-based anti-dilution protection, which will equal the Safe Price; and (ii) the basis for any dividend rights, which will be based on the Safe Price.

"Safe Price" means the price per share equal to the Valuation Cap divided by the Company Capitalization.

"Standard Preferred Stock" means the shares of a series of Preferred Stock issued to the investors investing new money in the Company in connection with the initial closing of the Equity Financing.

3. *Company Representations*

(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 instrument is within the power of the Company and, other than with respect to the actions to be taken when equity is to be issued to the Investor, has been duly authorized by all necessary actions on the part of the Company. This instrument 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) The performance and consummation of the transactions contemplated by this instrument 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) No consents or approvals are required in connection with the performance of this instrument, other than: (i) the Company's corporate approvals; (ii) any qualifications or filings under applicable securities laws; and (iii) necessary corporate approvals for the authorization of Capital Stock issuable pursuant to Section 1.

(e) To its knowledge, the Company owns or possesses (or can obtain on commercially reasonable terms) sufficient legal rights to all patents, trademarks, service marks, trade names, copyrights, trade secrets, licenses, information, processes and other intellectual property rights necessary for its business as now conducted and as currently proposed to be conducted, without any conflict with, or infringement of the rights of, others.

4. *Investor Representations*

(a) The Investor has full legal capacity, power and authority to execute and deliver this instrument and to perform its obligations hereunder. This instrument constitutes valid and binding obligation of the Investor, 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) The Investor is an accredited investor as such term is defined in Rule 501 of Regulation D under the Securities Act. The Investor has been advised that this instrument and the underlying securities have not been registered under the Securities Act, or any state securities laws and, therefore, 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. The Investor is purchasing this instrument and the securities to be acquired by the Investor 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 the Investor has no present intention of selling, granting any participation in, or otherwise distributing the same. The Investor has such knowledge and experience in financial and business matters that the Investor is capable of evaluating the merits and risks of such investment, is able to incur a complete loss of such investment without impairing the Investor's financial condition and is able to bear the economic risk of such investment for an indefinite period of time.

5. *Miscellaneous*

(a) Any provision of this instrument may be amended, waived or modified only upon the written consent of the Company and the Investor.

(b) Any notice required or permitted by this instrument will be deemed sufficient when delivered personally or by overnight courier or sent by email to the relevant address listed on the signature page, or 48 hours after being deposited in the U.S. mail as certified or registered mail with postage prepaid, addressed to the party to be notified at such party's address listed on the signature page, as subsequently modified by written notice.

(c) The Investor is not entitled, as a holder of this instrument, to vote or receive dividends or be deemed the holder of Capital Stock for any purpose, nor will anything contained herein be construed to confer on the Investor, 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 subscription rights or otherwise until shares have been issued upon the terms described herein.

(d) Neither this instrument 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; *provided, however*, that this instrument and/or the rights contained herein may be assigned without the Company's consent by the Investor to any other entity who directly or indirectly, controls, is controlled by or is under common control with the Investor, including, without limitation, any general partner, managing member, officer or director of the Investor, or any venture capital fund now or hereafter existing which is controlled by one or more general partners or managing members of, or shares the same management company with, the Investor; and *provided, further*, that the Company may assign this instrument in whole, without the consent of the Investor, in connection with a reincorporation to change the Company's domicile.

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

(f) 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.

(Signature page follows)

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

Wing AI Technologies, Inc.:

By: 
Karan Kanwar, CEO

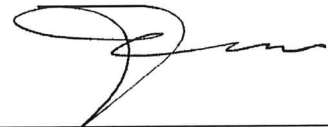
Address:

6415 Schmidt Ln, Apt B311

El Cerrito, CA 94530

Email: karan@getwingapp.com

RTP Seed Ventures II, LP:

By: 
*Dimitri Boguslavsky, Co-Managing Member
of the General Partner, RTP Seed Ventures II, LP*

Address:

104 Fifth Ave. 17th floor,

New York, NY 10011

Email: dimitri@rtp.vc

TITLE	SAFE Wing - RTP (3) - 2021
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AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	🔓 Completed

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SENT

09 / 30 / 2021
23:16:43 UTC

Sent for signature to Karan Kanwar (karan@getwingapp.com) and Dimitri Boguslavsky (dimitri@rtp.vc) from rolandpolzin@gmail.com
IP: 104.12.136.82



VIEWED

09 / 30 / 2021
23:18:00 UTC

Viewed by Karan Kanwar (karan@getwingapp.com)
IP: 168.70.104.6



SIGNED

09 / 30 / 2021
23:18:22 UTC

Signed by Karan Kanwar (karan@getwingapp.com)
IP: 168.70.104.6



VIEWED

10 / 01 / 2021
15:01:59 UTC

Viewed by Dimitri Boguslavsky (dimitri@rtp.vc)
IP: 107.127.42.3



SIGNED

10 / 01 / 2021
15:02:24 UTC

Signed by Dimitri Boguslavsky (dimitri@rtp.vc)
IP: 107.127.42.3



COMPLETED

10 / 01 / 2021
15:02:24 UTC

The document has been completed.

THIS INSTRUMENT AND ANY SECURITIES ISSUABLE PURSUANT HERETO HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE “**SECURITIES ACT**”), OR UNDER THE SECURITIES LAWS OF CERTAIN STATES. THESE SECURITIES MAY NOT BE OFFERED, SOLD OR OTHERWISE TRANSFERRED, PLEDGED OR HYPOTHECATED EXCEPT AS PERMITTED UNDER THE ACT AND APPLICABLE STATE SECURITIES LAWS PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT OR AN EXEMPTION THEREFROM.

WING AI TECHNOLOGIES, INC.

SAFE
(Simple Agreement for Future Equity)

THIS CERTIFIES THAT in exchange for the payment by CMH Trust (the “**Investor**”) of \$100,000 (the “**Purchase Amount**”) on or about October 6, 2021, Wing AI Technologies, Inc., a Delaware corporation (the “**Company**”), hereby issues to the Investor the right to certain shares of the Company’s capital stock, subject to the terms set forth below.

The “**Valuation Cap**” is \$8,000,000. See **Section 2** for certain additional defined terms.

1. Events

(a) **Equity Financing.** If there is an Equity Financing before the expiration or termination of this instrument, the Company will automatically issue to the Investor either: (1) a number of shares of Standard Preferred Stock equal to the Purchase Amount divided by the price per share of the Standard Preferred Stock, if the pre-money valuation is less than or equal to the Valuation Cap; or (2) a number of shares of Safe Preferred Stock equal to the Purchase Amount divided by the Safe Price, if the pre-money valuation is greater than the Valuation Cap.

In connection with the issuance of Standard Preferred Stock or Safe Preferred Stock, as applicable, by the Company to the Investor pursuant to this Section 1(a):

(i) The Investor will execute and deliver to the Company all transaction documents related to the Equity Financing; *provided*, that such documents are the same documents to be entered into with the purchasers of Standard Preferred Stock, with appropriate variations for the Safe Preferred Stock if applicable, and *provided further*, that such documents have customary exceptions to any drag-along applicable to the Investor, including, without limitation, limited representations and warranties and limited liability and indemnification obligations on the part of the Investor; and

(ii) The Investor and the Company will execute a Pro Rata Rights Agreement, unless the Investor is already included in such rights in the transaction documents related to the Equity Financing.

(b) **Liquidity Event.** If there is a Liquidity Event before the expiration or termination of this instrument, the Investor will, at its option, either (i) receive a cash payment equal to the Purchase Amount (subject to the following paragraph) or (ii) automatically receive from the Company a number of shares of Common Stock equal to the Purchase Amount divided by the Liquidity Price, if the Investor fails to select the cash option.

In connection with Section (b)(i), the Purchase Amount will be due and payable by the Company to the Investor immediately prior to, or concurrent with, the consummation of the Liquidity Event. If there are not enough funds to pay the Investor and holders of other Safes (collectively, the “**Cash-Out Investors**”) in full, then all of the Company’s available funds will be distributed with equal priority and *pro rata* among the Cash-Out Investors in proportion to their Purchase Amounts, and the Cash-Out Investors will automatically receive the number of shares of Common Stock equal to the remaining unpaid Purchase Amount divided by the Liquidity Price. In connection with a Change of Control intended to qualify as a tax-free reorganization, the Company may reduce, *pro rata*, the Purchase Amounts payable to the Cash-Out

Investors by the amount determined by its board of directors in good faith to be advisable for such Change of Control to qualify as a tax-free reorganization for U.S. federal income tax purposes, and in such case, the Cash-Out Investors will automatically receive the number of shares of Common Stock equal to the remaining unpaid Purchase Amount divided by the Liquidity Price.

(c) **Dissolution Event.** If there is a Dissolution Event before this instrument expires or terminates, the Company will pay an amount equal to the Purchase Amount, due and payable to the Investor immediately prior to, or concurrent with, the consummation of the Dissolution Event. The Purchase Amount will be paid prior and in preference to any Distribution of any of the assets of the Company to holders of outstanding Capital Stock by reason of their ownership thereof. If immediately prior to the consummation of the Dissolution Event, the assets of the Company legally available for distribution to the Investor and all holders of all other Safes (the “**Dissolving Investors**”), as determined in good faith by the Company’s board of directors, are insufficient to permit the payment to the Dissolving Investors of their respective Purchase Amounts, then the entire assets of the Company legally available for distribution will be distributed with equal priority and *pro rata* among the Dissolving Investors in proportion to the Purchase Amounts they would otherwise be entitled to receive pursuant to this Section 1(c).

(d) **Termination.** This instrument will expire and terminate (without relieving the Company of any obligations arising from a prior breach of or non-compliance with this instrument) upon either (i) the issuance of stock to the Investor pursuant to Section 1(a) or Section 1(b)(ii); or (ii) the payment, or setting aside for payment, of amounts due the Investor pursuant to Section 1(b)(i) or Section 1(c).

2. Definitions

“**Capital Stock**” means the capital stock of the Company, including, without limitation, the “**Common Stock**” and the “**Preferred Stock**.”

“**Change of Control**” means (i) a transaction or series of related transactions in which any “person” or “group” (within the meaning of Section 13(d) and 14(d) of the Securities Exchange Act of 1934, as amended), becomes the “beneficial owner” (as defined in Rule 13d-3 under the Securities Exchange Act of 1934, as amended), directly or indirectly, of more than 50% of the outstanding voting securities of the Company having the right to vote for the election of members of the Company’s board of directors, (ii) any reorganization, merger or consolidation of the Company, other than a transaction or series of related transactions in which the holders of the voting securities of the Company outstanding immediately prior to such transaction or series of related transactions retain, immediately after such transaction or series of related transactions, at least a majority of the total voting power represented by the outstanding voting securities of the Company or such other surviving or resulting entity or (iii) a sale, lease or other disposition of all or substantially all of the assets of the Company.

“**Company Capitalization**” means the sum, as of immediately prior to the Equity Financing, of: (1) all shares of Capital Stock (on an as-converted basis) issued and outstanding, assuming exercise or conversion of all outstanding vested and unvested options, warrants and other convertible securities, but excluding (A) this instrument, (B) all other Safes, and (C) convertible promissory notes; and (2) all shares of Common Stock reserved and available for future grant under any equity incentive or similar plan of the Company, and/or any equity incentive or similar plan to be created or increased in connection with the Equity Financing.

“**Distribution**” means the transfer to holders of Capital Stock by reason of their ownership thereof of cash or other property without consideration whether by way of dividend or otherwise, other than dividends on Common Stock payable in Common Stock, or the purchase or redemption of Capital Stock by the Company or its subsidiaries for cash or property other than: (i) repurchases of Common Stock held by employees, officers, directors or consultants of the Company or its subsidiaries pursuant to an agreement providing, as applicable, a right of first refusal or a right to repurchase shares

upon termination of such service provider's employment or services; or (ii) repurchases of Capital Stock in connection with the settlement of disputes with any stockholder.

"Dissolution Event" means (i) a voluntary termination of operations, (ii) a general assignment for the benefit of the Company's creditors or (iii) any other liquidation, dissolution or winding up of the Company (**excluding** a Liquidity Event), whether voluntary or involuntary.

"Equity Financing" means a bona fide transaction or series of transactions with the principal purpose of raising capital, pursuant to which the Company issues and sells Preferred Stock at a fixed pre-money valuation.

"Initial Public Offering" means the closing of the Company's first firm commitment underwritten initial public offering of Common Stock pursuant to a registration statement filed under the Securities Act.

"Liquidity Capitalization" means the number, as of immediately prior to the Liquidity Event, of shares of Capital Stock (on an as-converted basis) outstanding, assuming exercise or conversion of all outstanding vested and unvested options, warrants and other convertible securities, but **excluding**: (i) shares of Common Stock reserved and available for future grant under any equity incentive or similar plan; (ii) this instrument; (iii) other Safes; and (iv) convertible promissory notes.

"Liquidity Event" means a Change of Control or an Initial Public Offering.

"Liquidity Price" means the price per share equal to the Valuation Cap divided by the Liquidity Capitalization.

"Pro Rata Rights Agreement" means a written agreement between the Company and the Investor (and holders of other Safes, as appropriate) giving the Investor a right to purchase its *pro rata* share of private placements of securities by the Company **occurring after the Equity Financing**, subject to customary exceptions. *Pro rata* for purposes of the Pro Rata Rights Agreement will be calculated based on the ratio of (1) the number of shares of Capital Stock owned by the Investor immediately prior to the issuance of the securities to (2) the total number of shares of outstanding Capital Stock on a fully diluted basis, calculated as of immediately prior to the issuance of the securities.

"Safe" means an instrument containing a future right to shares of Capital Stock, similar in form and content to this instrument, purchased by investors for the purpose of funding the Company's business operations.

"Safe Preferred Stock" means the shares of a series of Preferred Stock issued to the Investor in an Equity Financing, having the identical rights, privileges, preferences and restrictions as the shares of Standard Preferred Stock, other than with respect to: (i) the per share liquidation preference and the conversion price for purposes of price-based anti-dilution protection, which will equal the Safe Price; and (ii) the basis for any dividend rights, which will be based on the Safe Price.

"Safe Price" means the price per share equal to the Valuation Cap divided by the Company Capitalization.

"Standard Preferred Stock" means the shares of a series of Preferred Stock issued to the investors investing new money in the Company in connection with the initial closing of the Equity Financing.

3. *Company Representations*

(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 instrument is within the power of the Company and, other than with respect to the actions to be taken when equity is to be issued to the Investor, has been duly authorized by all necessary actions on the part of the Company. This instrument 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) The performance and consummation of the transactions contemplated by this instrument 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) No consents or approvals are required in connection with the performance of this instrument, other than: (i) the Company's corporate approvals; (ii) any qualifications or filings under applicable securities laws; and (iii) necessary corporate approvals for the authorization of Capital Stock issuable pursuant to Section 1.

(e) To its knowledge, the Company owns or possesses (or can obtain on commercially reasonable terms) sufficient legal rights to all patents, trademarks, service marks, trade names, copyrights, trade secrets, licenses, information, processes and other intellectual property rights necessary for its business as now conducted and as currently proposed to be conducted, without any conflict with, or infringement of the rights of, others.

4. *Investor Representations*

(a) The Investor has full legal capacity, power and authority to execute and deliver this instrument and to perform its obligations hereunder. This instrument constitutes valid and binding obligation of the Investor, 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) The Investor is an accredited investor as such term is defined in Rule 501 of Regulation D under the Securities Act. The Investor has been advised that this instrument and the underlying securities have not been registered under the Securities Act, or any state securities laws and, therefore, 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. The Investor is purchasing this instrument and the securities to be acquired by the Investor 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 the Investor has no present intention of selling, granting any participation in, or otherwise distributing the same. The Investor has such knowledge and experience in financial and business matters that the Investor is capable of evaluating the merits and risks of such investment, is able to incur a complete loss of such investment without impairing the Investor's financial condition and is able to bear the economic risk of such investment for an indefinite period of time.

5. *Miscellaneous*

(a) Any provision of this instrument may be amended, waived or modified only upon the written consent of the Company and the Investor.

(b) Any notice required or permitted by this instrument will be deemed sufficient when delivered personally or by overnight courier or sent by email to the relevant address listed on the signature page, or 48 hours after being deposited in the U.S. mail as certified or registered mail with postage prepaid, addressed to the party to be notified at such party's address listed on the signature page, as subsequently modified by written notice.

(c) The Investor is not entitled, as a holder of this instrument, to vote or receive dividends or be deemed the holder of Capital Stock for any purpose, nor will anything contained herein be construed to confer on the Investor, 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 subscription rights or otherwise until shares have been issued upon the terms described herein.

(d) Neither this instrument 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; *provided, however*, that this instrument and/or the rights contained herein may be assigned without the Company's consent by the Investor to any other entity who directly or indirectly, controls, is controlled by or is under common control with the Investor, including, without limitation, any general partner, managing member, officer or director of the Investor, or any venture capital fund now or hereafter existing which is controlled by one or more general partners or managing members of, or shares the same management company with, the Investor; and *provided, further*, that the Company may assign this instrument in whole, without the consent of the Investor, in connection with a reincorporation to change the Company's domicile.


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

(f) 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.

(Signature page follows)

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

Wing AI Technologies, Inc.:

By: 
Karan Kanwar, CEO

Address:

6415 Schmidt Ln, Apt B311

El Cerrito, CA 94530

Email: karan@getwingapp.com

CMH Trust

By: 
Chad Horstman

Address:

11042 N 84th Pl.

Scottsdale, AZ 85260

Email: chad@canalpartners.com

TITLE	SAFE Wing - Chad Horstman - 2021
FILE NAME	2021 Wing SAFE - Chad.docx
DOCUMENT ID	644e6972ee9a9b821ad765a21c4aac801ede6b89
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	● Completed

Document History



10 / 07 / 2021
04:22:44 UTC

Sent for signature to Karan Kanwar (karan@getwingapp.com) and Chad Horstman (chad@canalpartners.com) from rolandpolzin@gmail.com
IP: 104.12.136.82



10 / 07 / 2021
05:41:58 UTC

Viewed by Chad Horstman (chad@canalpartners.com)
IP: 76.95.66.119



10 / 07 / 2021
05:42:32 UTC

Signed by Chad Horstman (chad@canalpartners.com)
IP: 76.95.66.119



10 / 10 / 2021
05:17:23 UTC

Viewed by Karan Kanwar (karan@getwingapp.com)
IP: 212.102.46.50



10 / 14 / 2021
22:42:56 UTC

Signed by Karan Kanwar (karan@getwingapp.com)
IP: 168.70.104.6



10 / 14 / 2021
22:42:56 UTC

The document has been completed.

THIS INSTRUMENT AND ANY SECURITIES ISSUABLE PURSUANT HERETO HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE “**SECURITIES ACT**”), OR UNDER THE SECURITIES LAWS OF CERTAIN STATES. THESE SECURITIES MAY NOT BE OFFERED, SOLD OR OTHERWISE TRANSFERRED, PLEDGED OR HYPOTHECATED EXCEPT AS PERMITTED UNDER THE ACT AND APPLICABLE STATE SECURITIES LAWS PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT OR AN EXEMPTION THEREFROM.

WING AI TECHNOLOGIES, INC.

SAFE
(Simple Agreement for Future Equity)

THIS CERTIFIES THAT in exchange for the payment by Surface Ventures II, LP, by its General Partner, Surface Ventures II GP LLC (the “**Investor**”) of \$600,000 (the “**Purchase Amount**”) on or about June 20, 2022, Wing AI Technologies, Inc., a Delaware corporation (the “**Company**”), hereby issues to the Investor the right to certain shares of the Company’s capital stock, subject to the terms set forth below.

The “**Valuation Cap**” is \$28,000,000. See **Section 2** for certain additional defined terms.

1. Events

(a) **Equity Financing.** If there is an Equity Financing before the expiration or termination of this instrument, the Company will automatically issue to the Investor either: (1) a number of shares of Standard Preferred Stock equal to the Purchase Amount divided by the price per share of the Standard Preferred Stock, if the pre-money valuation is less than or equal to the Valuation Cap; or (2) a number of shares of Safe Preferred Stock equal to the Purchase Amount divided by the Safe Price, if the pre-money valuation is greater than the Valuation Cap.

In connection with the issuance of Standard Preferred Stock or Safe Preferred Stock, as applicable, by the Company to the Investor pursuant to this Section 1(a):

(i) The Investor will execute and deliver to the Company all transaction documents related to the Equity Financing; *provided*, that such documents are the same documents to be entered into with the purchasers of Standard Preferred Stock, with appropriate variations for the Safe Preferred Stock if applicable, and *provided further*, that such documents have customary exceptions to any drag-along applicable to the Investor, including, without limitation, limited representations and warranties and limited liability and indemnification obligations on the part of the Investor; and

(ii) The Investor and the Company will execute a Pro Rata Rights Agreement, unless the Investor is already included in such rights in the transaction documents related to the Equity Financing.

(b) **Liquidity Event.** If there is a Liquidity Event before the expiration or termination of this instrument, the Investor will, at its option, either (i) receive a cash payment equal to the Purchase Amount (subject to the following paragraph) or (ii) automatically receive from the Company a number of shares of Common Stock equal to the Purchase Amount divided by the Liquidity Price, if the Investor fails to select the cash option.

In connection with Section (b)(i), the Purchase Amount will be due and payable by the Company to the Investor immediately prior to, or concurrent with, the consummation of the Liquidity Event. If there are not enough funds to pay the Investor and holders of other Safes (collectively, the “**Cash-Out Investors**”) in full, then all of the Company’s available funds will be distributed with equal priority and *pro rata* among the Cash-Out Investors in proportion to their Purchase Amounts, and the Cash-Out Investors will automatically receive the number of shares of Common Stock equal to the remaining unpaid Purchase Amount divided by the Liquidity Price. In connection with a Change of Control

intended to qualify as a tax-free reorganization, the Company may reduce, *pro rata*, the Purchase Amounts payable to the Cash-Out Investors by the amount determined by its board of directors in good faith to be advisable for such Change of Control to qualify as a tax-free reorganization for U.S. federal income tax purposes, and in such case, the Cash-Out Investors will automatically receive the number of shares of Common Stock equal to the remaining unpaid Purchase Amount divided by the Liquidity Price.

(c) **Dissolution Event**. If there is a Dissolution Event before this instrument expires or terminates, the Company will pay an amount equal to the Purchase Amount, due and payable to the Investor immediately prior to, or concurrent with, the consummation of the Dissolution Event. The Purchase Amount will be paid prior and in preference to any Distribution of any of the assets of the Company to holders of outstanding Capital Stock by reason of their ownership thereof. If immediately prior to the consummation of the Dissolution Event, the assets of the Company legally available for distribution to the Investor and all holders of all other Safes (the “**Dissolving Investors**”), as determined in good faith by the Company’s board of directors, are insufficient to permit the payment to the Dissolving Investors of their respective Purchase Amounts, then the entire assets of the Company legally available for distribution will be distributed with equal priority and *pro rata* among the Dissolving Investors in proportion to the Purchase Amounts they would otherwise be entitled to receive pursuant to this Section 1(c).

(d) **Termination**. This instrument will expire and terminate (without relieving the Company of any obligations arising from a prior breach of or non-compliance with this instrument) upon either (i) the issuance of stock to the Investor pursuant to Section 1(a) or Section 1(b)(ii); or (ii) the payment, or setting aside for payment, of amounts due the Investor pursuant to Section 1(b)(i) or Section 1(c).

2. **Definitions**

“**Capital Stock**” means the capital stock of the Company, including, without limitation, the “**Common Stock**” and the “**Preferred Stock**.”

“**Change of Control**” means (i) a transaction or series of related transactions in which any “person” or “group” (within the meaning of Section 13(d) and 14(d) of the Securities Exchange Act of 1934, as amended), becomes the “beneficial owner” (as defined in Rule 13d-3 under the Securities Exchange Act of 1934, as amended), directly or indirectly, of more than 50% of the outstanding voting securities of the Company having the right to vote for the election of members of the Company’s board of directors, (ii) any reorganization, merger or consolidation of the Company, other than a transaction or series of related transactions in which the holders of the voting securities of the Company outstanding immediately prior to such transaction or series of related transactions retain, immediately after such transaction or series of related transactions, at least a majority of the total voting power represented by the outstanding voting securities of the Company or such other surviving or resulting entity or (iii) a sale, lease or other disposition of all or substantially all of the assets of the Company.

“**Company Capitalization**” means the sum, as of immediately prior to the Equity Financing, of: (1) all shares of Capital Stock (on an as-converted basis) issued and outstanding, assuming exercise or conversion of all outstanding vested and unvested options, warrants and other convertible securities, but excluding (A) this instrument, (B) all other Safes, and (C) convertible promissory notes; and (2) all shares of Common Stock reserved and available for future grant under any equity incentive or similar plan of the Company, and/or any equity incentive or similar plan to be created or increased in connection with the Equity Financing.

“**Distribution**” means the transfer to holders of Capital Stock by reason of their ownership thereof of cash or other property without consideration whether by way of dividend or otherwise, other than dividends on Common Stock payable in Common Stock, or the purchase or redemption of Capital Stock by the Company or its subsidiaries for cash or property other than: (i) repurchases of Common Stock held by employees, officers, directors or consultants of the Company or its subsidiaries pursuant to an agreement providing, as applicable, a right of first refusal or a right to

repurchase shares upon termination of such service provider's employment or services; or (ii) repurchases of Capital Stock in connection with the settlement of disputes with any stockholder.

"Dissolution Event" means (i) a voluntary termination of operations, (ii) a general assignment for the benefit of the Company's creditors or (iii) any other liquidation, dissolution or winding up of the Company (**excluding** a Liquidity Event), whether voluntary or involuntary.

"Equity Financing" means a bona fide transaction or series of transactions with the principal purpose of raising capital, pursuant to which the Company issues and sells Preferred Stock at a fixed pre-money valuation.

"Initial Public Offering" means the closing of the Company's first firm commitment underwritten initial public offering of Common Stock pursuant to a registration statement filed under the Securities Act.

"Liquidity Capitalization" means the number, as of immediately prior to the Liquidity Event, of shares of Capital Stock (on an as-converted basis) outstanding, assuming exercise or conversion of all outstanding vested and unvested options, warrants and other convertible securities, but **excluding**: (i) shares of Common Stock reserved and available for future grant under any equity incentive or similar plan; (ii) this instrument; (iii) other Safes; and (iv) convertible promissory notes.

"Liquidity Event" means a Change of Control or an Initial Public Offering.

"Liquidity Price" means the price per share equal to the Valuation Cap divided by the Liquidity Capitalization.

"Pro Rata Rights Agreement" means a written agreement between the Company and the Investor (and holders of other Safes, as appropriate) giving the Investor a right to purchase its *pro rata* share of private placements of securities by the Company **occurring after the Equity Financing**, subject to customary exceptions. *Pro rata* for purposes of the Pro Rata Rights Agreement will be calculated based on the ratio of (1) the number of shares of Capital Stock owned by the Investor immediately prior to the issuance of the securities to (2) the total number of shares of outstanding Capital Stock on a fully diluted basis, calculated as of immediately prior to the issuance of the securities.

"Safe" means an instrument containing a future right to shares of Capital Stock, similar in form and content to this instrument, purchased by investors for the purpose of funding the Company's business operations.

"Safe Preferred Stock" means the shares of a series of Preferred Stock issued to the Investor in an Equity Financing, having the identical rights, privileges, preferences and restrictions as the shares of Standard Preferred Stock, other than with respect to: (i) the per share liquidation preference and the conversion price for purposes of price-based anti-dilution protection, which will equal the Safe Price; and (ii) the basis for any dividend rights, which will be based on the Safe Price.

"Safe Price" means the price per share equal to the Valuation Cap divided by the Company Capitalization.

"Standard Preferred Stock" means the shares of a series of Preferred Stock issued to the investors investing new money in the Company in connection with the initial closing of the Equity Financing.

3. *Company Representations*

(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 instrument is within the power of the Company and, other than with respect to the actions to be taken when equity is to be issued to the Investor, has been duly authorized by all necessary actions on the part of the Company. This instrument 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) The performance and consummation of the transactions contemplated by this instrument 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) No consents or approvals are required in connection with the performance of this instrument, other than: (i) the Company's corporate approvals; (ii) any qualifications or filings under applicable securities laws; and (iii) necessary corporate approvals for the authorization of Capital Stock issuable pursuant to Section 1.

(e) To its knowledge, the Company owns or possesses (or can obtain on commercially reasonable terms) sufficient legal rights to all patents, trademarks, service marks, trade names, copyrights, trade secrets, licenses, information, processes and other intellectual property rights necessary for its business as now conducted and as currently proposed to be conducted, without any conflict with, or infringement of the rights of, others.

4. *Investor Representations*

(a) The Investor has full legal capacity, power and authority to execute and deliver this instrument and to perform its obligations hereunder. This instrument constitutes valid and binding obligation of the Investor, 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) The Investor is an accredited investor as such term is defined in Rule 501 of Regulation D under the Securities Act. The Investor has been advised that this instrument and the underlying securities have not been registered under the Securities Act, or any state securities laws and, therefore, 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. The Investor is purchasing this instrument and the securities to be acquired by the Investor 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 the Investor has no present intention of selling, granting any participation in, or otherwise distributing the same. The Investor has such knowledge and experience in financial and business matters that the Investor is capable of evaluating the merits and risks of such investment, is able to incur a complete loss of such investment without impairing the Investor's financial condition and is able to bear the economic risk of such investment for an indefinite period of time.

5. *Miscellaneous*

(a) Any provision of this instrument may be amended, waived or modified only upon the written consent of the Company and the Investor.

(b) Any notice required or permitted by this instrument will be deemed sufficient when delivered personally or by overnight courier or sent by email to the relevant address listed on the signature page, or 48 hours after being deposited in the U.S. mail as certified or registered mail with postage prepaid, addressed to the party to be notified at such party's address listed on the signature page, as subsequently modified by written notice.

(c) The Investor is not entitled, as a holder of this instrument, to vote or receive dividends or be deemed the holder of Capital Stock for any purpose, nor will anything contained herein be construed to confer on the Investor, 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 subscription rights or otherwise until shares have been issued upon the terms described herein.

(d) Neither this instrument 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; *provided, however*, that this instrument and/or the rights contained herein may be assigned without the Company's consent by the Investor to any other entity who directly or indirectly, controls, is controlled by or is under common control with the Investor, including, without limitation, any general partner, managing member, officer or director of the Investor, or any venture capital fund now or hereafter existing which is controlled by one or more general partners or managing members of, or shares the same management company with, the Investor; and *provided, further*, that the Company may assign this instrument in whole, without the consent of the Investor, in connection with a reincorporation to change the Company's domicile.

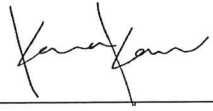
(e) In the event any one or more of the provisions of this instrument is for any reason held to be invalid, illegal or unenforceable, in whole or in part or in any respect, or in the event that any one or more of the provisions of this instrument operate or would prospectively operate to invalidate this instrument, 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 instrument and the remaining provisions of this instrument will remain operative and in full force and effect and will not be affected, prejudiced, or disturbed thereby.

(f) 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.

(Signature page follows)

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

Wing AI Technologies, Inc.:

By: 
Karan Kanwar, CEO


Address:

6415 Schmidt Ln, Apt B311

El Cerrito, CA 94530

Email: karan@getwingapp.com

**Surface Ventures II, LP, by its General Partner,
Surface Ventures II GP LLC:**


By: 
Gyan Kapur,
Co-Managing Member of the General Partner

Address:

104 Fifth Ave. 17th floor,

New York, NY 10011

Email: gyan@surface.vc

TITLE	Surface - \$600K SAFE 2022-06-20
FILE NAME	SAFE Wing - RTP 4 - 2022.rtf
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AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	 Signed

Document History



06 / 17 / 2022
17:34:05 UTC

Sent for signature to Karan Kanwar (karan@getwingapp.com) and Gyan Kapur (gyan@surface.vc) from rolandpolzin@gmail.com
IP: 136.52.7.141



06 / 17 / 2022
17:34:58 UTC

Viewed by Gyan Kapur (gyan@surface.vc)
IP: 74.101.50.103



06 / 17 / 2022
17:35:34 UTC

Signed by Gyan Kapur (gyan@surface.vc)
IP: 74.101.50.103



06 / 17 / 2022
20:51:31 UTC

Viewed by Karan Kanwar (karan@getwingapp.com)
IP: 24.130.187.157



06 / 17 / 2022
20:51:42 UTC

Signed by Karan Kanwar (karan@getwingapp.com)
IP: 24.130.187.157



06 / 17 / 2022
20:51:42 UTC

The document has been completed.

THIS INSTRUMENT AND ANY SECURITIES ISSUABLE PURSUANT HERETO HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE “**SECURITIES ACT**”), OR UNDER THE SECURITIES LAWS OF CERTAIN STATES. THESE SECURITIES MAY NOT BE OFFERED, SOLD OR OTHERWISE TRANSFERRED, PLEDGED OR HYPOTHECATED EXCEPT AS PERMITTED UNDER THE ACT AND APPLICABLE STATE SECURITIES LAWS PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT OR AN EXEMPTION THEREFROM.

WING AI TECHNOLOGIES, INC.

SAFE
(Simple Agreement for Future Equity)

THIS CERTIFIES THAT in exchange for the payment by Surface Ventures II, LP, by its General Partner, Surface Ventures II GP LLC (the “**Investor**”) of \$450,000 (the “**Purchase Amount**”) on or about February 17, 2023, Wing AI Technologies, Inc., a Delaware corporation (the “**Company**”), hereby issues to the Investor the right to certain shares of the Company’s capital stock, subject to the terms set forth below.

The “**Valuation Cap**” is \$28,000,000. See **Section 2** for certain additional defined terms.

1. Events

(a) **Equity Financing.** If there is an Equity Financing before the expiration or termination of this instrument, the Company will automatically issue to the Investor either: (1) a number of shares of Standard Preferred Stock equal to the Purchase Amount divided by the price per share of the Standard Preferred Stock, if the pre-money valuation is less than or equal to the Valuation Cap; or (2) a number of shares of Safe Preferred Stock equal to the Purchase Amount divided by the Safe Price, if the pre-money valuation is greater than the Valuation Cap.

In connection with the issuance of Standard Preferred Stock or Safe Preferred Stock, as applicable, by the Company to the Investor pursuant to this Section 1(a):

(i) The Investor will execute and deliver to the Company all transaction documents related to the Equity Financing; *provided*, that such documents are the same documents to be entered into with the purchasers of Standard Preferred Stock, with appropriate variations for the Safe Preferred Stock if applicable, and *provided further*, that such documents have customary exceptions to any drag-along applicable to the Investor, including, without limitation, limited representations and warranties and limited liability and indemnification obligations on the part of the Investor; and

(ii) The Investor and the Company will execute a Pro Rata Rights Agreement, unless the Investor is already included in such rights in the transaction documents related to the Equity Financing.

(b) **Liquidity Event.** If there is a Liquidity Event before the expiration or termination of this instrument, the Investor will, at its option, either (i) receive a cash payment equal to the Purchase Amount (subject to the following paragraph) or (ii) automatically receive from the Company a number of shares of Common Stock equal to the Purchase Amount divided by the Liquidity Price, if the Investor fails to select the cash option.

In connection with Section (b)(i), the Purchase Amount will be due and payable by the Company to the Investor immediately prior to, or concurrent with, the consummation of the Liquidity Event. If there are not enough funds to pay the Investor and holders of other Safes (collectively, the “**Cash-Out Investors**”) in full, then all of the Company’s available funds will be distributed with equal priority and *pro rata* among the Cash-Out Investors in proportion to their Purchase Amounts, and the Cash-Out Investors will automatically receive the number of shares of Common Stock equal to the remaining unpaid Purchase Amount divided by the Liquidity Price. In connection with a Change of Control

intended to qualify as a tax-free reorganization, the Company may reduce, *pro rata*, the Purchase Amounts payable to the Cash-Out Investors by the amount determined by its board of directors in good faith to be advisable for such Change of Control to qualify as a tax-free reorganization for U.S. federal income tax purposes, and in such case, the Cash-Out Investors will automatically receive the number of shares of Common Stock equal to the remaining unpaid Purchase Amount divided by the Liquidity Price.

(c) **Dissolution Event.** If there is a Dissolution Event before this instrument expires or terminates, the Company will pay an amount equal to the Purchase Amount, due and payable to the Investor immediately prior to, or concurrent with, the consummation of the Dissolution Event. The Purchase Amount will be paid prior and in preference to any Distribution of any of the assets of the Company to holders of outstanding Capital Stock by reason of their ownership thereof. If immediately prior to the consummation of the Dissolution Event, the assets of the Company legally available for distribution to the Investor and all holders of all other Safes (the “**Dissolving Investors**”), as determined in good faith by the Company’s board of directors, are insufficient to permit the payment to the Dissolving Investors of their respective Purchase Amounts, then the entire assets of the Company legally available for distribution will be distributed with equal priority and *pro rata* among the Dissolving Investors in proportion to the Purchase Amounts they would otherwise be entitled to receive pursuant to this Section 1(c).

(d) **Termination.** This instrument will expire and terminate (without relieving the Company of any obligations arising from a prior breach of or non-compliance with this instrument) upon either (i) the issuance of stock to the Investor pursuant to Section 1(a) or Section 1(b)(ii); or (ii) the payment, or setting aside for payment, of amounts due the Investor pursuant to Section 1(b)(i) or Section 1(c).

2. Definitions

“**Capital Stock**” means the capital stock of the Company, including, without limitation, the “**Common Stock**” and the “**Preferred Stock**.”

“**Change of Control**” means (i) a transaction or series of related transactions in which any “person” or “group” (within the meaning of Section 13(d) and 14(d) of the Securities Exchange Act of 1934, as amended), becomes the “beneficial owner” (as defined in Rule 13d-3 under the Securities Exchange Act of 1934, as amended), directly or indirectly, of more than 50% of the outstanding voting securities of the Company having the right to vote for the election of members of the Company’s board of directors, (ii) any reorganization, merger or consolidation of the Company, other than a transaction or series of related transactions in which the holders of the voting securities of the Company outstanding immediately prior to such transaction or series of related transactions retain, immediately after such transaction or series of related transactions, at least a majority of the total voting power represented by the outstanding voting securities of the Company or such other surviving or resulting entity or (iii) a sale, lease or other disposition of all or substantially all of the assets of the Company.

“**Company Capitalization**” means the sum, as of immediately prior to the Equity Financing, of: (1) all shares of Capital Stock (on an as-converted basis) issued and outstanding, assuming exercise or conversion of all outstanding vested and unvested options, warrants and other convertible securities, but excluding (A) this instrument, (B) all other Safes, and (C) convertible promissory notes; and (2) all shares of Common Stock reserved and available for future grant under any equity incentive or similar plan of the Company, and/or any equity incentive or similar plan to be created or increased in connection with the Equity Financing.

“**Distribution**” means the transfer to holders of Capital Stock by reason of their ownership thereof of cash or other property without consideration whether by way of dividend or otherwise, other than dividends on Common Stock payable in Common Stock, or the purchase or redemption of Capital Stock by the Company or its subsidiaries for cash or property other than: (i) repurchases of Common Stock held by employees, officers, directors or consultants of the Company or its subsidiaries pursuant to an agreement providing, as applicable, a right of first refusal or a right to

repurchase shares upon termination of such service provider's employment or services; or (ii) repurchases of Capital Stock in connection with the settlement of disputes with any stockholder.

"Dissolution Event" means (i) a voluntary termination of operations, (ii) a general assignment for the benefit of the Company's creditors or (iii) any other liquidation, dissolution or winding up of the Company (excluding a Liquidity Event), whether voluntary or involuntary.

"Equity Financing" means a bona fide transaction or series of transactions with the principal purpose of raising capital, pursuant to which the Company issues and sells Preferred Stock at a fixed pre-money valuation.

"Initial Public Offering" means the closing of the Company's first firm commitment underwritten initial public offering of Common Stock pursuant to a registration statement filed under the Securities Act.

"Liquidity Capitalization" means the number, as of immediately prior to the Liquidity Event, of shares of Capital Stock (on an as-converted basis) outstanding, assuming exercise or conversion of all outstanding vested and unvested options, warrants and other convertible securities, but excluding: (i) shares of Common Stock reserved and available for future grant under any equity incentive or similar plan; (ii) this instrument; (iii) other Safes; and (iv) convertible promissory notes.

"Liquidity Event" means a Change of Control or an Initial Public Offering.

"Liquidity Price" means the price per share equal to the Valuation Cap divided by the Liquidity Capitalization.

"Pro Rata Rights Agreement" means a written agreement between the Company and the Investor (and holders of other Safes, as appropriate) giving the Investor a right to purchase its *pro rata* share of private placements of securities by the Company occurring after the Equity Financing, subject to customary exceptions. *Pro rata* for purposes of the Pro Rata Rights Agreement will be calculated based on the ratio of (1) the number of shares of Capital Stock owned by the Investor immediately prior to the issuance of the securities to (2) the total number of shares of outstanding Capital Stock on a fully diluted basis, calculated as of immediately prior to the issuance of the securities.

"Safe" means an instrument containing a future right to shares of Capital Stock, similar in form and content to this instrument, purchased by investors for the purpose of funding the Company's business operations.

"Safe Preferred Stock" means the shares of a series of Preferred Stock issued to the Investor in an Equity Financing, having the identical rights, privileges, preferences and restrictions as the shares of Standard Preferred Stock, other than with respect to: (i) the per share liquidation preference and the conversion price for purposes of price-based anti-dilution protection, which will equal the Safe Price; and (ii) the basis for any dividend rights, which will be based on the Safe Price.

"Safe Price" means the price per share equal to the Valuation Cap divided by the Company Capitalization.

"Standard Preferred Stock" means the shares of a series of Preferred Stock issued to the investors investing new money in the Company in connection with the initial closing of the Equity Financing.

3. *Company Representations*

(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 instrument is within the power of the Company and, other than with respect to the actions to be taken when equity is to be issued to the Investor, has been duly authorized by all necessary actions on the part of the Company. This instrument 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) The performance and consummation of the transactions contemplated by this instrument 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) No consents or approvals are required in connection with the performance of this instrument, other than: (i) the Company's corporate approvals; (ii) any qualifications or filings under applicable securities laws; and (iii) necessary corporate approvals for the authorization of Capital Stock issuable pursuant to Section 1.

(e) To its knowledge, the Company owns or possesses (or can obtain on commercially reasonable terms) sufficient legal rights to all patents, trademarks, service marks, trade names, copyrights, trade secrets, licenses, information, processes and other intellectual property rights necessary for its business as now conducted and as currently proposed to be conducted, without any conflict with, or infringement of the rights of, others.

4. *Investor Representations*

(a) The Investor has full legal capacity, power and authority to execute and deliver this instrument and to perform its obligations hereunder. This instrument constitutes valid and binding obligation of the Investor, 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) The Investor is an accredited investor as such term is defined in Rule 501 of Regulation D under the Securities Act. The Investor has been advised that this instrument and the underlying securities have not been registered under the Securities Act, or any state securities laws and, therefore, 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. The Investor is purchasing this instrument and the securities to be acquired by the Investor 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 the Investor has no present intention of selling, granting any participation in, or otherwise distributing the same. The Investor has such knowledge and experience in financial and business matters that the Investor is capable of evaluating the merits and risks of such investment, is able to incur a complete loss of such investment without impairing the Investor's financial condition and is able to bear the economic risk of such investment for an indefinite period of time.

5. *Miscellaneous*

(a) Any provision of this instrument may be amended, waived or modified only upon the written consent of the Company and the Investor.

(b) Any notice required or permitted by this instrument will be deemed sufficient when delivered personally or by overnight courier or sent by email to the relevant address listed on the signature page, or 48 hours after being deposited in the U.S. mail as certified or registered mail with postage prepaid, addressed to the party to be notified at such party's address listed on the signature page, as subsequently modified by written notice.

(c) The Investor is not entitled, as a holder of this instrument, to vote or receive dividends or be deemed the holder of Capital Stock for any purpose, nor will anything contained herein be construed to confer on the Investor, 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 subscription rights or otherwise until shares have been issued upon the terms described herein.

(d) Neither this instrument 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; *provided, however*, that this instrument and/or the rights contained herein may be assigned without the Company's consent by the Investor to any other entity who directly or indirectly, controls, is controlled by or is under common control with the Investor, including, without limitation, any general partner, managing member, officer or director of the Investor, or any venture capital fund now or hereafter existing which is controlled by one or more general partners or managing members of, or shares the same management company with, the Investor; and *provided, further*, that the Company may assign this instrument in whole, without the consent of the Investor, in connection with a reincorporation to change the Company's domicile.

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

(f) 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.

(Signature page follows)

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

Wing AI Technologies, Inc.:

By:  C588E4700F8C4A1...
Karan Kanwar, CEO

Address:

6415 Schmidt Ln, Apt B311

El Cerrito, CA 94530

Email: karan@getwingapp.com

**Surface Ventures II, LP, by its General Partner,
Surface Ventures II GP LLC:**

By:  3A8E8543D2A04A6...
Gyan Kapur,
Co-Managing Member of the General Partner

Address:

104 Fifth Ave. 17th floor,

New York, NY 10011

Email: gyan@surface.vc

THIS INSTRUMENT AND ANY SECURITIES ISSUABLE PURSUANT HERETO HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE “**SECURITIES ACT**”), OR UNDER THE SECURITIES LAWS OF CERTAIN STATES. THESE SECURITIES MAY NOT BE OFFERED, SOLD OR OTHERWISE TRANSFERRED, PLEDGED OR HYPOTHECATED EXCEPT AS PERMITTED UNDER THE ACT AND APPLICABLE STATE SECURITIES LAWS PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT OR AN EXEMPTION THEREFROM.

WING AI TECHNOLOGIES, INC.

SAFE
(Simple Agreement for Future Equity)

THIS CERTIFIES THAT in exchange for the payment by Surface Ventures II, LP, by its General Partner, Surface Ventures II GP LLC (the “**Investor**”) of \$600,000 (the “**Purchase Amount**”) on or about July 7, 2023, Wing AI Technologies, Inc., a Delaware corporation (the “**Company**”), hereby issues to the Investor the right to certain shares of the Company’s capital stock, subject to the terms set forth below.

The “**Valuation Cap**” is \$21,000,000. See **Section 2** for certain additional defined terms.

1. Events

(a) **Equity Financing.** If there is an Equity Financing before the expiration or termination of this instrument, the Company will automatically issue to the Investor either: (1) a number of shares of Standard Preferred Stock equal to the Purchase Amount divided by the price per share of the Standard Preferred Stock, if the pre-money valuation is less than or equal to the Valuation Cap; or (2) a number of shares of Safe Preferred Stock equal to the Purchase Amount divided by the Safe Price, if the pre-money valuation is greater than the Valuation Cap.

In connection with the issuance of Standard Preferred Stock or Safe Preferred Stock, as applicable, by the Company to the Investor pursuant to this Section 1(a):

(i) The Investor will execute and deliver to the Company all transaction documents related to the Equity Financing; *provided*, that such documents are the same documents to be entered into with the purchasers of Standard Preferred Stock, with appropriate variations for the Safe Preferred Stock if applicable, and *provided further*, that such documents have customary exceptions to any drag-along applicable to the Investor, including, without limitation, limited representations and warranties and limited liability and indemnification obligations on the part of the Investor; and

(ii) The Investor and the Company will execute a Pro Rata Rights Agreement, unless the Investor is already included in such rights in the transaction documents related to the Equity Financing.

(b) **Liquidity Event.** If there is a Liquidity Event before the expiration or termination of this instrument, the Investor will, at its option, either (i) receive a cash payment equal to the Purchase Amount (subject to the following paragraph) or (ii) automatically receive from the Company a number of shares of Common Stock equal to the Purchase Amount divided by the Liquidity Price, if the Investor fails to select the cash option.

In connection with Section (b)(i), the Purchase Amount will be due and payable by the Company to the Investor immediately prior to, or concurrent with, the consummation of the Liquidity Event. If there are not enough funds to pay the Investor and holders of other Safes (collectively, the “**Cash-Out Investors**”) in full, then all of the Company’s available funds will be distributed with equal priority and *pro rata* among the Cash-Out Investors in proportion to their Purchase Amounts, and the Cash-Out Investors will automatically receive the number of shares of Common Stock equal to the remaining unpaid Purchase Amount divided by the Liquidity Price. In connection with a Change of Control

intended to qualify as a tax-free reorganization, the Company may reduce, *pro rata*, the Purchase Amounts payable to the Cash-Out Investors by the amount determined by its board of directors in good faith to be advisable for such Change of Control to qualify as a tax-free reorganization for U.S. federal income tax purposes, and in such case, the Cash-Out Investors will automatically receive the number of shares of Common Stock equal to the remaining unpaid Purchase Amount divided by the Liquidity Price.

(c) **Dissolution Event**. If there is a Dissolution Event before this instrument expires or terminates, the Company will pay an amount equal to the Purchase Amount, due and payable to the Investor immediately prior to, or concurrent with, the consummation of the Dissolution Event. The Purchase Amount will be paid prior and in preference to any Distribution of any of the assets of the Company to holders of outstanding Capital Stock by reason of their ownership thereof. If immediately prior to the consummation of the Dissolution Event, the assets of the Company legally available for distribution to the Investor and all holders of all other Safes (the “**Dissolving Investors**”), as determined in good faith by the Company’s board of directors, are insufficient to permit the payment to the Dissolving Investors of their respective Purchase Amounts, then the entire assets of the Company legally available for distribution will be distributed with equal priority and *pro rata* among the Dissolving Investors in proportion to the Purchase Amounts they would otherwise be entitled to receive pursuant to this Section 1(c).

(d) **Termination**. This instrument will expire and terminate (without relieving the Company of any obligations arising from a prior breach of or non-compliance with this instrument) upon either (i) the issuance of stock to the Investor pursuant to Section 1(a) or Section 1(b)(ii); or (ii) the payment, or setting aside for payment, of amounts due the Investor pursuant to Section 1(b)(i) or Section 1(c).

2. ***Definitions***

“**Capital Stock**” means the capital stock of the Company, including, without limitation, the “**Common Stock**” and the “**Preferred Stock**.”

“**Change of Control**” means (i) a transaction or series of related transactions in which any “person” or “group” (within the meaning of Section 13(d) and 14(d) of the Securities Exchange Act of 1934, as amended), becomes the “beneficial owner” (as defined in Rule 13d-3 under the Securities Exchange Act of 1934, as amended), directly or indirectly, of more than 50% of the outstanding voting securities of the Company having the right to vote for the election of members of the Company’s board of directors, (ii) any reorganization, merger or consolidation of the Company, other than a transaction or series of related transactions in which the holders of the voting securities of the Company outstanding immediately prior to such transaction or series of related transactions retain, immediately after such transaction or series of related transactions, at least a majority of the total voting power represented by the outstanding voting securities of the Company or such other surviving or resulting entity or (iii) a sale, lease or other disposition of all or substantially all of the assets of the Company.

“**Company Capitalization**” means the sum, as of immediately prior to the Equity Financing, of: (1) all shares of Capital Stock (on an as-converted basis) issued and outstanding, assuming exercise or conversion of all outstanding vested and unvested options, warrants and other convertible securities, but excluding (A) this instrument, (B) all other Safes, and (C) convertible promissory notes; and (2) all shares of Common Stock reserved and available for future grant under any equity incentive or similar plan of the Company, and/or any equity incentive or similar plan to be created or increased in connection with the Equity Financing.

“**Distribution**” means the transfer to holders of Capital Stock by reason of their ownership thereof of cash or other property without consideration whether by way of dividend or otherwise, other than dividends on Common Stock payable in Common Stock, or the purchase or redemption of Capital Stock by the Company or its subsidiaries for cash or property other than: (i) repurchases of Common Stock held by employees, officers, directors or consultants of the Company or its subsidiaries pursuant to an agreement providing, as applicable, a right of first refusal or a right to

repurchase shares upon termination of such service provider's employment or services; or (ii) repurchases of Capital Stock in connection with the settlement of disputes with any stockholder.

"Dissolution Event" means (i) a voluntary termination of operations, (ii) a general assignment for the benefit of the Company's creditors or (iii) any other liquidation, dissolution or winding up of the Company (**excluding** a Liquidity Event), whether voluntary or involuntary.

"Equity Financing" means a bona fide transaction or series of transactions with the principal purpose of raising capital, pursuant to which the Company issues and sells Preferred Stock at a fixed pre-money valuation.

"Initial Public Offering" means the closing of the Company's first firm commitment underwritten initial public offering of Common Stock pursuant to a registration statement filed under the Securities Act.

"Liquidity Capitalization" means the number, as of immediately prior to the Liquidity Event, of shares of Capital Stock (on an as-converted basis) outstanding, assuming exercise or conversion of all outstanding vested and unvested options, warrants and other convertible securities, but **excluding**: (i) shares of Common Stock reserved and available for future grant under any equity incentive or similar plan; (ii) this instrument; (iii) other Safes; and (iv) convertible promissory notes.

"Liquidity Event" means a Change of Control or an Initial Public Offering.

"Liquidity Price" means the price per share equal to the Valuation Cap divided by the Liquidity Capitalization.

"Pro Rata Rights Agreement" means a written agreement between the Company and the Investor (and holders of other Safes, as appropriate) giving the Investor a right to purchase its *pro rata* share of private placements of securities by the Company **occurring after the Equity Financing**, subject to customary exceptions. *Pro rata* for purposes of the Pro Rata Rights Agreement will be calculated based on the ratio of (1) the number of shares of Capital Stock owned by the Investor immediately prior to the issuance of the securities to (2) the total number of shares of outstanding Capital Stock on a fully diluted basis, calculated as of immediately prior to the issuance of the securities.

"Safe" means an instrument containing a future right to shares of Capital Stock, similar in form and content to this instrument, purchased by investors for the purpose of funding the Company's business operations.

"Safe Preferred Stock" means the shares of a series of Preferred Stock issued to the Investor in an Equity Financing, having the identical rights, privileges, preferences and restrictions as the shares of Standard Preferred Stock, other than with respect to: (i) the per share liquidation preference and the conversion price for purposes of price-based anti-dilution protection, which will equal the Safe Price; and (ii) the basis for any dividend rights, which will be based on the Safe Price.

"Safe Price" means the price per share equal to the Valuation Cap divided by the Company Capitalization.

"Standard Preferred Stock" means the shares of a series of Preferred Stock issued to the investors investing new money in the Company in connection with the initial closing of the Equity Financing.

3. *Company Representations*

(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 instrument is within the power of the Company and, other than with respect to the actions to be taken when equity is to be issued to the Investor, has been duly authorized by all necessary actions on the part of the Company. This instrument 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) The performance and consummation of the transactions contemplated by this instrument 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) No consents or approvals are required in connection with the performance of this instrument, other than: (i) the Company's corporate approvals; (ii) any qualifications or filings under applicable securities laws; and (iii) necessary corporate approvals for the authorization of Capital Stock issuable pursuant to Section 1.

(e) To its knowledge, the Company owns or possesses (or can obtain on commercially reasonable terms) sufficient legal rights to all patents, trademarks, service marks, trade names, copyrights, trade secrets, licenses, information, processes and other intellectual property rights necessary for its business as now conducted and as currently proposed to be conducted, without any conflict with, or infringement of the rights of, others.

4. *Investor Representations*

(a) The Investor has full legal capacity, power and authority to execute and deliver this instrument and to perform its obligations hereunder. This instrument constitutes valid and binding obligation of the Investor, 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) The Investor is an accredited investor as such term is defined in Rule 501 of Regulation D under the Securities Act. The Investor has been advised that this instrument and the underlying securities have not been registered under the Securities Act, or any state securities laws and, therefore, 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. The Investor is purchasing this instrument and the securities to be acquired by the Investor 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 the Investor has no present intention of selling, granting any participation in, or otherwise distributing the same. The Investor has such knowledge and experience in financial and business matters that the Investor is capable of evaluating the merits and risks of such investment, is able to incur a complete loss of such investment without impairing the Investor's financial condition and is able to bear the economic risk of such investment for an indefinite period of time.

5. *Miscellaneous*

(a) Any provision of this instrument may be amended, waived or modified only upon the written consent of the Company and the Investor.

(b) Any notice required or permitted by this instrument will be deemed sufficient when delivered personally or by overnight courier or sent by email to the relevant address listed on the signature page, or 48 hours after being deposited in the U.S. mail as certified or registered mail with postage prepaid, addressed to the party to be notified at such party's address listed on the signature page, as subsequently modified by written notice.

(c) The Investor is not entitled, as a holder of this instrument, to vote or receive dividends or be deemed the holder of Capital Stock for any purpose, nor will anything contained herein be construed to confer on the Investor, 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 subscription rights or otherwise until shares have been issued upon the terms described herein.

(d) Neither this instrument 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; *provided, however*, that this instrument and/or the rights contained herein may be assigned without the Company's consent by the Investor to any other entity who directly or indirectly, controls, is controlled by or is under common control with the Investor, including, without limitation, any general partner, managing member, officer or director of the Investor, or any venture capital fund now or hereafter existing which is controlled by one or more general partners or managing members of, or shares the same management company with, the Investor; and *provided, further*, that the Company may assign this instrument in whole, without the consent of the Investor, in connection with a reincorporation to change the Company's domicile.

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

(f) 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.

(Signature page follows)

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

Wing AI Technologies, Inc.:

By:  _____
C588E4700F8C4A1...
Karan Kanwar, CEO


Address:

6415 Schmidt Ln, Apt B311

El Cerrito, CA 94530

Email: karan@getwingapp.com

**Surface Ventures II, LP, by its General Partner,
Surface Ventures II GP LLC:**

By:  _____
5EADBC78A65648F...
*Dimitri Boguslavsky,
Co-Managing Member of the General Partner*

Address:

104 Fifth Ave. 17th floor,

New York, NY 10011

Email: dimitri@surface.vc

THIS INSTRUMENT AND ANY SECURITIES ISSUABLE PURSUANT HERETO HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE “SECURITIES ACT”), OR UNDER THE SECURITIES LAWS OF CERTAIN STATES. THESE SECURITIES MAY NOT BE OFFERED, SOLD OR OTHERWISE TRANSFERRED, PLEDGED OR HYPOTHECATED EXCEPT AS PERMITTED UNDER THE ACT AND APPLICABLE STATE SECURITIES LAWS PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT OR AN EXEMPTION THEREFROM.

WING AI TECHNOLOGIES, INC.

SAFE

(Simple Agreement for Future Equity)

THIS CERTIFIES THAT in exchange for the payment by **Songlin Yi** (the “Investor”) of \$30,000 (the “Purchase Amount”) on or about 08 / 01 / 2023, Wing AI Technologies, Inc., a Delaware corporation (the “Company”), hereby issues to the Investor the right to certain shares of the Company’s capital stock, subject to the terms set forth below.

The “Valuation Cap” is \$21,000,000. See **Section 2** for certain additional defined terms.

1. Events

(a) **Equity Financing.** If there is an Equity Financing before the expiration or termination of this instrument, the Company will automatically issue to the Investor either: (1) a number of shares of Standard Preferred Stock equal to the Purchase Amount divided by the price per share of the Standard Preferred Stock, if the pre-money valuation is less than or equal to the Valuation Cap; or (2) a number of shares of Safe Preferred Stock equal to the Purchase Amount divided by the Safe Price, if the pre-money valuation is greater than the Valuation Cap.

In connection with the issuance of Standard Preferred Stock or Safe Preferred Stock, as applicable, by the Company to the Investor pursuant to this Section 1(a):

(i) The Investor will execute and deliver to the Company all transaction documents related to the Equity Financing; *provided*, that such documents are the same documents to be entered into with the purchasers of Standard Preferred Stock, with appropriate variations for the Safe Preferred Stock if applicable, and *provided further*, that such documents have customary exceptions to any drag-along applicable to the Investor, including, without limitation, limited representations and warranties and limited liability and indemnification obligations on the part of the Investor; and

(ii) The Investor and the Company will execute a Pro Rata Rights Agreement, unless the Investor is already included in such rights in the transaction documents related to the Equity Financing.

(b) **Liquidity Event.** If there is a Liquidity Event before the expiration or termination of this instrument, the Investor will, at its option, either (i) receive a cash payment equal to the Purchase Amount (subject to the following paragraph) or (ii) automatically receive from the Company a number of shares of Common Stock equal to the Purchase Amount divided by the Liquidity Price, if the Investor fails to select the cash option.

In connection with Section (b)(i), the Purchase Amount will be due and payable by the Company to the Investor immediately prior to, or concurrent with, the consummation of the Liquidity Event. If there are not enough funds to pay the Investor and holders of other Safes (collectively, the “**Cash-Out Investors**”) in full, then all of the Company’s available funds will be distributed with equal priority and *pro rata* among the Cash-Out Investors in proportion to their Purchase Amounts, and the Cash-Out Investors will automatically receive the number of shares of Common Stock equal to the remaining unpaid Purchase Amount divided by the Liquidity Price. In connection with a Change of Control intended to qualify as a tax-free reorganization, the Company may reduce, *pro rata*, the Purchase Amounts payable to the Cash-Out Investors by the amount determined by its board of directors in good faith to be advisable for such Change of Control to qualify as a tax-free reorganization for U.S. federal income tax purposes, and in such case, the Cash-Out Investors will automatically receive the number of shares of Common Stock equal to the remaining unpaid Purchase Amount divided by the Liquidity Price.

(c) **Dissolution Event.** If there is a Dissolution Event before this instrument expires or terminates, the Company will pay an amount equal to the Purchase Amount, due and payable to the Investor immediately prior to, or concurrent with, the consummation of the Dissolution Event. The Purchase Amount will be paid prior and in preference to any Distribution of any of the assets of the Company to holders of outstanding Capital Stock by reason of their ownership thereof. If immediately prior to the consummation of the Dissolution Event, the assets of the Company legally available for distribution to the Investor and all holders of all other Safes (the “**Dissolving Investors**”), as determined in good faith by the Company’s board of directors, are insufficient to permit the payment to the Dissolving Investors of their respective Purchase Amounts, then the entire assets of the Company legally available for distribution will be distributed with equal priority and *pro rata* among the Dissolving Investors in proportion to the Purchase Amounts they would otherwise be entitled to receive pursuant to this Section 1(c).

(d) **Termination.** This instrument will expire and terminate (without relieving the Company of any obligations arising from a prior breach of or non-compliance with this instrument) upon either (i) the issuance of stock to the Investor pursuant to Section 1(a) or Section 1(b)(ii); or (ii) the payment, or setting aside for payment, of amounts due the Investor pursuant to Section 1(b)(i) or Section 1(c).

2. **Definitions**

“**Capital Stock**” means the capital stock of the Company, including, without limitation, the “**Common Stock**” and the “**Preferred Stock**.”

“Change of Control” means (i) a transaction or series of related transactions in which any “person” or “group” (within the meaning of Section 13(d) and 14(d) of the Securities Exchange Act of 1934, as amended), becomes the “beneficial owner” (as defined in Rule 13d-3 under the Securities Exchange Act of 1934, as amended), directly or indirectly, of more than 50% of the outstanding voting securities of the Company having the right to vote for the election of members of the Company’s board of directors, (ii) any reorganization, merger or consolidation of the Company, other than a transaction or series of related transactions in which the holders of the voting securities of the Company outstanding immediately prior to such transaction or series of related transactions retain, immediately after such transaction or series of related transactions, at least a majority of the total voting power represented by the outstanding voting securities of the Company or such other surviving or resulting entity or (iii) a sale, lease or other disposition of all or substantially all of the assets of the Company.

“Company Capitalization” means the sum, as of immediately prior to the Equity Financing, of: (1) all shares of Capital Stock (on an as-converted basis) issued and outstanding, assuming exercise or conversion of all outstanding vested and unvested options, warrants and other convertible securities, but excluding (A) this instrument, (B) all other Safes, and (C) convertible promissory notes; and (2) all shares of Common Stock reserved and available for future grant under any equity incentive or similar plan of the Company, and/or any equity incentive or similar plan to be created or increased in connection with the Equity Financing.

“Distribution” means the transfer to holders of Capital Stock by reason of their ownership thereof of cash or other property without consideration whether by way of dividend or otherwise, other than dividends on Common Stock payable in Common Stock, or the purchase or redemption of Capital Stock by the Company or its subsidiaries for cash or property other than: (i) repurchases of Common Stock held by employees, officers, directors or consultants of the Company or its subsidiaries pursuant to an agreement providing, as applicable, a right of first refusal or a right to repurchase shares upon termination of such service provider’s employment or services; or (ii) repurchases of Capital Stock in connection with the settlement of disputes with any stockholder.

“Dissolution Event” means (i) a voluntary termination of operations, (ii) a general assignment for the benefit of the Company’s creditors or (iii) any other liquidation, dissolution or winding up of the Company (excluding a Liquidity Event), whether voluntary or involuntary.

“Equity Financing” means a bona fide transaction or series of transactions with the principal purpose of raising capital, pursuant to which the Company issues and sells Preferred Stock at a fixed pre-money valuation.

“Initial Public Offering” means the closing of the Company’s first firm commitment underwritten initial public offering of Common Stock pursuant to a registration statement filed under the Securities Act.

“Liquidity Capitalization” means the number, as of immediately prior to the Liquidity Event, of shares of Capital Stock (on an as-converted basis) outstanding, assuming exercise or conversion of all

outstanding vested and unvested options, warrants and other convertible securities, but **excluding**: (i) shares of Common Stock reserved and available for future grant under any equity incentive or similar plan; (ii) this instrument; (iii) other Safes; and (iv) convertible promissory notes.

“Liquidity Event” means a Change of Control or an Initial Public Offering.

“Liquidity Price” means the price per share equal to the Valuation Cap divided by the Liquidity Capitalization.

“Pro Rata Rights Agreement” means a written agreement between the Company and the Investor (and holders of other Safes, as appropriate) giving the Investor a right to purchase its *pro rata* share of private placements of securities by the Company **occurring after the Equity Financing**, subject to customary exceptions. *Pro rata* for purposes of the Pro Rata Rights Agreement will be calculated based on the ratio of (1) the number of shares of Capital Stock owned by the Investor immediately prior to the issuance of the securities to (2) the total number of shares of outstanding Capital Stock on a fully diluted basis, calculated as of immediately prior to the issuance of the securities.

“Safe” means an instrument containing a future right to shares of Capital Stock, similar in form and content to this instrument, purchased by investors for the purpose of funding the Company’s business operations.

“Safe Preferred Stock” means the shares of a series of Preferred Stock issued to the Investor in an Equity Financing, having the identical rights, privileges, preferences and restrictions as the shares of Standard Preferred Stock, other than with respect to: (i) the per share liquidation preference and the conversion price for purposes of price-based anti-dilution protection, which will equal the Safe Price; and (ii) the basis for any dividend rights, which will be based on the Safe Price.

“Safe Price” means the price per share equal to the Valuation Cap divided by the Company Capitalization.

“Standard Preferred Stock” means the shares of a series of Preferred Stock issued to the investors investing new money in the Company in connection with the initial closing of the Equity Financing.

3. *Company Representations*

(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 instrument is within the power of the Company and, other than with respect to the actions to be taken when equity is to be issued to the Investor, has been duly authorized by all necessary actions on the part of the Company. This instrument

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) The performance and consummation of the transactions contemplated by this instrument 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) No consents or approvals are required in connection with the performance of this instrument, other than: (i) the Company's corporate approvals; (ii) any qualifications or filings under applicable securities laws; and (iii) necessary corporate approvals for the authorization of Capital Stock issuable pursuant to Section 1.

(e) To its knowledge, the Company owns or possesses (or can obtain on commercially reasonable terms) sufficient legal rights to all patents, trademarks, service marks, trade names, copyrights, trade secrets, licenses, information, processes and other intellectual property rights necessary for its business as now conducted and as currently proposed to be conducted, without any conflict with, or infringement of the rights of, others.

4. *Investor Representations*

(a) The Investor has full legal capacity, power and authority to execute and deliver this instrument and to perform its obligations hereunder. This instrument constitutes valid and binding obligation of the Investor, 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) The Investor is an accredited investor as such term is defined in Rule 501 of Regulation D under the Securities Act. The Investor has been advised that this instrument and the underlying securities have not been registered under the Securities Act, or any state securities laws and, therefore, 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. The Investor is purchasing this instrument and the securities to be acquired by the Investor 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 the Investor has no present intention of selling, granting any participation in, or otherwise distributing the same. The Investor has such knowledge and experience in financial and business matters that the Investor is capable of evaluating the merits and risks of such investment, is able to incur a complete loss of such investment without impairing the Investor's financial condition and is able to bear the economic risk of such investment for an indefinite period of time.

5. *Miscellaneous*

(a) Any provision of this instrument may be amended, waived or modified only upon the written consent of the Company and the Investor.

(b) Any notice required or permitted by this instrument will be deemed sufficient when delivered personally or by overnight courier or sent by email to the relevant address listed on the signature page, or 48 hours after being deposited in the U.S. mail as certified or registered mail with postage prepaid, addressed to the party to be notified at such party's address listed on the signature page, as subsequently modified by written notice.

(c) The Investor is not entitled, as a holder of this instrument, to vote or receive dividends or be deemed the holder of Capital Stock for any purpose, nor will anything contained herein be construed to confer on the Investor, 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 subscription rights or otherwise until shares have been issued upon the terms described herein.

(d) Neither this instrument 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; *provided, however*, that this instrument and/or the rights contained herein may be assigned without the Company's consent by the Investor to any other entity who directly or indirectly, controls, is controlled by or is under common control with the Investor, *including, without limitation, any general partner, managing member, officer or director of the Investor, or any venture capital fund now or hereafter existing which is controlled by one or more general partners or managing members of, or shares the same management company with, the Investor; and provided, further*, that the Company may assign this instrument in whole, without the consent of the Investor, in connection with a reincorporation to change the Company's domicile.

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

(f) 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.

(Signature page follows)

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

Wing AI Technologies, Inc.:



By: _____
Karan Kanwar, CEO

Address:

2150 Shattuck Ave,
Berkeley, CA 94704

Email: karan@getwingapp.com

Songlin Yi:



By: _____
Songlin Yi





Address:

11 Broadway, Suite 700
New York, NY 10004

Email: charles.yi@everleagues.com

Title	Wing Assistant SAFE Note
File name	SAFE Template HelloSign.rtf
Document ID	9d2b5feac69a3a89f1126f473857e7455a9e1c20
Audit trail date format	MM / DD / YYYY
Status	● Signed

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 SIGNED	08 / 01 / 2023 20:47:13 UTC	Signed by Songlin Yi (charles.yi@everleagues.com) IP: 173.56.120.122
 COMPLETED	08 / 01 / 2023 20:47:13 UTC	The document has been completed.

THIS INSTRUMENT AND ANY SECURITIES ISSUABLE PURSUANT HERETO HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE “**SECURITIES ACT**”), OR UNDER THE SECURITIES LAWS OF CERTAIN STATES. THESE SECURITIES MAY NOT BE OFFERED, SOLD OR OTHERWISE TRANSFERRED, PLEDGED OR HYPOTHECATED EXCEPT AS PERMITTED UNDER THE ACT AND APPLICABLE STATE SECURITIES LAWS PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT OR AN EXEMPTION THEREFROM.

WING AI TECHNOLOGIES, INC.

SAFE

(Simple Agreement for Future Equity)

THIS CERTIFIES THAT in exchange for the payment by **Evans Enos LLC** (the “**Investor**”) of \$10,000 (the “**Purchase Amount**”) on or about 08 / 06 / 2023, Wing AI Technologies, Inc., a Delaware corporation (the “**Company**”), hereby issues to the Investor the right to certain shares of the Company’s capital stock, subject to the terms set forth below.

The “**Valuation Cap**” is \$21,000,000. See **Section 2** for certain additional defined terms.

1. Events

(a) **Equity Financing.** If there is an Equity Financing before the expiration or termination of this instrument, the Company will automatically issue to the Investor either: (1) a number of shares of Standard Preferred Stock equal to the Purchase Amount divided by the price per share of the Standard Preferred Stock, if the pre-money valuation is less than or equal to the Valuation Cap; or (2) a number of shares of Safe Preferred Stock equal to the Purchase Amount divided by the Safe Price, if the pre-money valuation is greater than the Valuation Cap.

In connection with the issuance of Standard Preferred Stock or Safe Preferred Stock, as applicable, by the Company to the Investor pursuant to this Section 1(a):

(i) The Investor will execute and deliver to the Company all transaction documents related to the Equity Financing; *provided*, that such documents are the same documents to be entered into with the purchasers of Standard Preferred Stock, with appropriate variations for the Safe Preferred Stock if applicable, and *provided further*, that such documents have customary exceptions to any drag-along applicable to the Investor, including, without limitation, limited representations and warranties and limited liability and indemnification obligations on the part of the Investor; and

(ii) The Investor and the Company will execute a Pro Rata Rights Agreement, unless the Investor is already included in such rights in the transaction documents related to the Equity Financing.

(b) **Liquidity Event.** If there is a Liquidity Event before the expiration or termination of this instrument, the Investor will, at its option, either (i) receive a cash payment equal to the Purchase Amount (subject to the following paragraph) or (ii) automatically receive from the Company a number of shares of Common Stock equal to the Purchase Amount divided by the Liquidity Price, if the Investor fails to select the cash option.

In connection with Section (b)(i), the Purchase Amount will be due and payable by the Company to the Investor immediately prior to, or concurrent with, the consummation of the Liquidity Event. If there are not enough funds to pay the Investor and holders of other Safes (collectively, the “**Cash-Out Investors**”) in full, then all of the Company’s available funds will be distributed with equal priority and *pro rata* among the Cash-Out Investors in proportion to their Purchase Amounts, and the Cash-Out Investors will automatically receive the number of shares of Common Stock equal to the remaining unpaid Purchase Amount divided by the Liquidity Price. In connection with a Change of Control intended to qualify as a tax-free reorganization, the Company may reduce, *pro rata*, the Purchase Amounts payable to the Cash-Out Investors by the amount determined by its board of directors in good faith to be advisable for such Change of Control to qualify as a tax-free reorganization for U.S. federal income tax purposes, and in such case, the Cash-Out Investors will automatically receive the number of shares of Common Stock equal to the remaining unpaid Purchase Amount divided by the Liquidity Price.

(c) **Dissolution Event.** If there is a Dissolution Event before this instrument expires or terminates, the Company will pay an amount equal to the Purchase Amount, due and payable to the Investor immediately prior to, or concurrent with, the consummation of the Dissolution Event. The Purchase Amount will be paid prior and in preference to any Distribution of any of the assets of the Company to holders of outstanding Capital Stock by reason of their ownership thereof. If immediately prior to the consummation of the Dissolution Event, the assets of the Company legally available for distribution to the Investor and all holders of all other Safes (the “**Dissolving Investors**”), as determined in good faith by the Company’s board of directors, are insufficient to permit the payment to the Dissolving Investors of their respective Purchase Amounts, then the entire assets of the Company legally available for distribution will be distributed with equal priority and *pro rata* among the Dissolving Investors in proportion to the Purchase Amounts they would otherwise be entitled to receive pursuant to this Section 1(c).

(d) **Termination.** This instrument will expire and terminate (without relieving the Company of any obligations arising from a prior breach of or non-compliance with this instrument) upon either (i) the issuance of stock to the Investor pursuant to Section 1(a) or Section 1(b)(ii); or (ii) the payment, or setting aside for payment, of amounts due the Investor pursuant to Section 1(b)(i) or Section 1(c).

2. Definitions

“**Capital Stock**” means the capital stock of the Company, including, without limitation, the “**Common Stock**” and the “**Preferred Stock**.”

“Change of Control” means (i) a transaction or series of related transactions in which any “person” or “group” (within the meaning of Section 13(d) and 14(d) of the Securities Exchange Act of 1934, as amended), becomes the “beneficial owner” (as defined in Rule 13d-3 under the Securities Exchange Act of 1934, as amended), directly or indirectly, of more than 50% of the outstanding voting securities of the Company having the right to vote for the election of members of the Company’s board of directors, (ii) any reorganization, merger or consolidation of the Company, other than a transaction or series of related transactions in which the holders of the voting securities of the Company outstanding immediately prior to such transaction or series of related transactions retain, immediately after such transaction or series of related transactions, at least a majority of the total voting power represented by the outstanding voting securities of the Company or such other surviving or resulting entity or (iii) a sale, lease or other disposition of all or substantially all of the assets of the Company.

“Company Capitalization” means the sum, as of immediately prior to the Equity Financing, of: (1) all shares of Capital Stock (on an as-converted basis) issued and outstanding, assuming exercise or conversion of all outstanding vested and unvested options, warrants and other convertible securities, but excluding (A) this instrument, (B) all other Safes, and (C) convertible promissory notes; and (2) all shares of Common Stock reserved and available for future grant under any equity incentive or similar plan of the Company, and/or any equity incentive or similar plan to be created or increased in connection with the Equity Financing.

“Distribution” means the transfer to holders of Capital Stock by reason of their ownership thereof of cash or other property without consideration whether by way of dividend or otherwise, other than dividends on Common Stock payable in Common Stock, or the purchase or redemption of Capital Stock by the Company or its subsidiaries for cash or property other than: (i) repurchases of Common Stock held by employees, officers, directors or consultants of the Company or its subsidiaries pursuant to an agreement providing, as applicable, a right of first refusal or a right to repurchase shares upon termination of such service provider’s employment or services; or (ii) repurchases of Capital Stock in connection with the settlement of disputes with any stockholder.

“Dissolution Event” means (i) a voluntary termination of operations, (ii) a general assignment for the benefit of the Company’s creditors or (iii) any other liquidation, dissolution or winding up of the Company (excluding a Liquidity Event), whether voluntary or involuntary.

“Equity Financing” means a bona fide transaction or series of transactions with the principal purpose of raising capital, pursuant to which the Company issues and sells Preferred Stock at a fixed pre-money valuation.

“Initial Public Offering” means the closing of the Company’s first firm commitment underwritten initial public offering of Common Stock pursuant to a registration statement filed under the Securities Act.

“Liquidity Capitalization” means the number, as of immediately prior to the Liquidity Event, of shares of Capital Stock (on an as-converted basis) outstanding, assuming exercise or conversion of all

outstanding vested and unvested options, warrants and other convertible securities, but **excluding**: (i) shares of Common Stock reserved and available for future grant under any equity incentive or similar plan; (ii) this instrument; (iii) other Safes; and (iv) convertible promissory notes.

“Liquidity Event” means a Change of Control or an Initial Public Offering.

“Liquidity Price” means the price per share equal to the Valuation Cap divided by the Liquidity Capitalization.

“Pro Rata Rights Agreement” means a written agreement between the Company and the Investor (and holders of other Safes, as appropriate) giving the Investor a right to purchase its *pro rata* share of private placements of securities by the Company **occurring after the Equity Financing**, subject to customary exceptions. *Pro rata* for purposes of the Pro Rata Rights Agreement will be calculated based on the ratio of (1) the number of shares of Capital Stock owned by the Investor immediately prior to the issuance of the securities to (2) the total number of shares of outstanding Capital Stock on a fully diluted basis, calculated as of immediately prior to the issuance of the securities.

“Safe” means an instrument containing a future right to shares of Capital Stock, similar in form and content to this instrument, purchased by investors for the purpose of funding the Company’s business operations.

“Safe Preferred Stock” means the shares of a series of Preferred Stock issued to the Investor in an Equity Financing, having the identical rights, privileges, preferences and restrictions as the shares of Standard Preferred Stock, other than with respect to: (i) the per share liquidation preference and the conversion price for purposes of price-based anti-dilution protection, which will equal the Safe Price; and (ii) the basis for any dividend rights, which will be based on the Safe Price.

“Safe Price” means the price per share equal to the Valuation Cap divided by the Company Capitalization.

“Standard Preferred Stock” means the shares of a series of Preferred Stock issued to the investors investing new money in the Company in connection with the initial closing of the Equity Financing.

3. *Company Representations*

(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 instrument is within the power of the Company and, other than with respect to the actions to be taken when equity is to be issued to the Investor, has been duly authorized by all necessary actions on the part of the Company. This instrument

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) The performance and consummation of the transactions contemplated by this instrument 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) No consents or approvals are required in connection with the performance of this instrument, other than: (i) the Company's corporate approvals; (ii) any qualifications or filings under applicable securities laws; and (iii) necessary corporate approvals for the authorization of Capital Stock issuable pursuant to Section 1.

(e) To its knowledge, the Company owns or possesses (or can obtain on commercially reasonable terms) sufficient legal rights to all patents, trademarks, service marks, trade names, copyrights, trade secrets, licenses, information, processes and other intellectual property rights necessary for its business as now conducted and as currently proposed to be conducted, without any conflict with, or infringement of the rights of, others.

4. *Investor Representations*

(a) The Investor has full legal capacity, power and authority to execute and deliver this instrument and to perform its obligations hereunder. This instrument constitutes valid and binding obligation of the Investor, 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) The Investor is an accredited investor as such term is defined in Rule 501 of Regulation D under the Securities Act. The Investor has been advised that this instrument and the underlying securities have not been registered under the Securities Act, or any state securities laws and, therefore, 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. The Investor is purchasing this instrument and the securities to be acquired by the Investor 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 the Investor has no present intention of selling, granting any participation in, or otherwise distributing the same. The Investor has such knowledge and experience in financial and business matters that the Investor is capable of evaluating the merits and risks of such investment, is able to incur a complete loss of such investment without impairing the Investor's financial condition and is able to bear the economic risk of such investment for an indefinite period of time.

5. *Miscellaneous*

(a) Any provision of this instrument may be amended, waived or modified only upon the written consent of the Company and the Investor.

(b) Any notice required or permitted by this instrument will be deemed sufficient when delivered personally or by overnight courier or sent by email to the relevant address listed on the signature page, or 48 hours after being deposited in the U.S. mail as certified or registered mail with postage prepaid, addressed to the party to be notified at such party's address listed on the signature page, as subsequently modified by written notice.

(c) The Investor is not entitled, as a holder of this instrument, to vote or receive dividends or be deemed the holder of Capital Stock for any purpose, nor will anything contained herein be construed to confer on the Investor, 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 subscription rights or otherwise until shares have been issued upon the terms described herein.

(d) Neither this instrument 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; *provided, however*, that this instrument and/or the rights contained herein may be assigned without the Company's consent by the Investor to any other entity who directly or indirectly, controls, is controlled by or is under common control with the Investor, *including, without limitation, any general partner, managing member, officer or director of the Investor, or any venture capital fund now or hereafter existing which is controlled by one or more general partners or managing members of, or shares the same management company with, the Investor; and provided, further*, that the Company may assign this instrument in whole, without the consent of the Investor, in connection with a reincorporation to change the Company's domicile.

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

(f) 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.

(Signature page follows)

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

Wing AI Technologies, Inc.:

By:  _____
Karan Kanwar, CEO

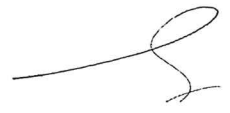
Address:

2150 Shattuck Ave,

Berkeley, CA 94704

Email: karan@getwingapp.com

Evans Enos LLC:

By:  _____
Chelsie Evans Enos

Address:

1092 Kalapaki Street

Honolulu, HI 96825

Email: EvansEnosLLC@gmail.com

Title	Wing Assistant SAFE Note
File name	SAFE Chelsie.rtf
Document ID	f2357a12194b5cfaff3bbaf053ac5b401345a90d
Audit trail date format	MM / DD / YYYY
Status	● Signed

Document History



SENT

08 / 07 / 2023
04:52:15 UTC

Sent for signature to Evans Enos LLC
(evansenosllc@gmail.com) from karan@getwingapp.com
IP: 42.3.159.121



VIEWED

08 / 07 / 2023
05:00:38 UTC

Viewed by Evans Enos LLC (evansenosllc@gmail.com)
IP: 98.155.198.207



SIGNED

08 / 07 / 2023
05:03:37 UTC

Signed by Evans Enos LLC (evansenosllc@gmail.com)
IP: 98.155.198.207



COMPLETED

08 / 07 / 2023
05:03:37 UTC

The document has been completed.

THIS INSTRUMENT AND ANY SECURITIES ISSUABLE PURSUANT HERETO HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE “SECURITIES ACT”), OR UNDER THE SECURITIES LAWS OF CERTAIN STATES. THESE SECURITIES MAY NOT BE OFFERED, SOLD OR OTHERWISE TRANSFERRED, PLEDGED OR HYPOTHECATED EXCEPT AS PERMITTED UNDER THE ACT AND APPLICABLE STATE SECURITIES LAWS PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT OR AN EXEMPTION THEREFROM.

WING AI TECHNOLOGIES, INC.

SAFE

(Simple Agreement for Future Equity)

THIS CERTIFIES THAT in exchange for the payment by **Satyam Bansal** (the “Investor”) of \$15,000 (the “Purchase Amount”) on or about 08 / 17 / 2023, Wing AI Technologies, Inc., a Delaware corporation (the “Company”), hereby issues to the Investor the right to certain shares of the Company’s capital stock, subject to the terms set forth below.

The “Valuation Cap” is \$21,000,000. See **Section 2** for certain additional defined terms.

1. Events

(a) **Equity Financing.** If there is an Equity Financing before the expiration or termination of this instrument, the Company will automatically issue to the Investor either: (1) a number of shares of Standard Preferred Stock equal to the Purchase Amount divided by the price per share of the Standard Preferred Stock, if the pre-money valuation is less than or equal to the Valuation Cap; or (2) a number of shares of Safe Preferred Stock equal to the Purchase Amount divided by the Safe Price, if the pre-money valuation is greater than the Valuation Cap.

In connection with the issuance of Standard Preferred Stock or Safe Preferred Stock, as applicable, by the Company to the Investor pursuant to this Section 1(a):

(i) The Investor will execute and deliver to the Company all transaction documents related to the Equity Financing; *provided*, that such documents are the same documents to be entered into with the purchasers of Standard Preferred Stock, with appropriate variations for the Safe Preferred Stock if applicable, and *provided further*, that such documents have customary exceptions to any drag-along applicable to the Investor, including, without limitation, limited representations and warranties and limited liability and indemnification obligations on the part of the Investor; and

(ii) The Investor and the Company will execute a Pro Rata Rights Agreement, unless the Investor is already included in such rights in the transaction documents related to the Equity Financing.

(b) **Liquidity Event.** If there is a Liquidity Event before the expiration or termination of this instrument, the Investor will, at its option, either (i) receive a cash payment equal to the Purchase Amount (subject to the following paragraph) or (ii) automatically receive from the Company a number of shares of Common Stock equal to the Purchase Amount divided by the Liquidity Price, if the Investor fails to select the cash option.

In connection with Section (b)(i), the Purchase Amount will be due and payable by the Company to the Investor immediately prior to, or concurrent with, the consummation of the Liquidity Event. If there are not enough funds to pay the Investor and holders of other Safes (collectively, the “**Cash-Out Investors**”) in full, then all of the Company’s available funds will be distributed with equal priority and *pro rata* among the Cash-Out Investors in proportion to their Purchase Amounts, and the Cash-Out Investors will automatically receive the number of shares of Common Stock equal to the remaining unpaid Purchase Amount divided by the Liquidity Price. In connection with a Change of Control intended to qualify as a tax-free reorganization, the Company may reduce, *pro rata*, the Purchase Amounts payable to the Cash-Out Investors by the amount determined by its board of directors in good faith to be advisable for such Change of Control to qualify as a tax-free reorganization for U.S. federal income tax purposes, and in such case, the Cash-Out Investors will automatically receive the number of shares of Common Stock equal to the remaining unpaid Purchase Amount divided by the Liquidity Price.

(c) **Dissolution Event.** If there is a Dissolution Event before this instrument expires or terminates, the Company will pay an amount equal to the Purchase Amount, due and payable to the Investor immediately prior to, or concurrent with, the consummation of the Dissolution Event. The Purchase Amount will be paid prior and in preference to any Distribution of any of the assets of the Company to holders of outstanding Capital Stock by reason of their ownership thereof. If immediately prior to the consummation of the Dissolution Event, the assets of the Company legally available for distribution to the Investor and all holders of all other Safes (the “**Dissolving Investors**”), as determined in good faith by the Company’s board of directors, are insufficient to permit the payment to the Dissolving Investors of their respective Purchase Amounts, then the entire assets of the Company legally available for distribution will be distributed with equal priority and *pro rata* among the Dissolving Investors in proportion to the Purchase Amounts they would otherwise be entitled to receive pursuant to this Section 1(c).

(d) **Termination.** This instrument will expire and terminate (without relieving the Company of any obligations arising from a prior breach of or non-compliance with this instrument) upon either (i) the issuance of stock to the Investor pursuant to Section 1(a) or Section 1(b)(ii); or (ii) the payment, or setting aside for payment, of amounts due the Investor pursuant to Section 1(b)(i) or Section 1(c).

2. **Definitions**

“**Capital Stock**” means the capital stock of the Company, including, without limitation, the “**Common Stock**” and the “**Preferred Stock**.”

“Change of Control” means (i) a transaction or series of related transactions in which any “person” or “group” (within the meaning of Section 13(d) and 14(d) of the Securities Exchange Act of 1934, as amended), becomes the “beneficial owner” (as defined in Rule 13d-3 under the Securities Exchange Act of 1934, as amended), directly or indirectly, of more than 50% of the outstanding voting securities of the Company having the right to vote for the election of members of the Company’s board of directors, (ii) any reorganization, merger or consolidation of the Company, other than a transaction or series of related transactions in which the holders of the voting securities of the Company outstanding immediately prior to such transaction or series of related transactions retain, immediately after such transaction or series of related transactions, at least a majority of the total voting power represented by the outstanding voting securities of the Company or such other surviving or resulting entity or (iii) a sale, lease or other disposition of all or substantially all of the assets of the Company.

“Company Capitalization” means the sum, as of immediately prior to the Equity Financing, of: (1) all shares of Capital Stock (on an as-converted basis) issued and outstanding, assuming exercise or conversion of all outstanding vested and unvested options, warrants and other convertible securities, but excluding (A) this instrument, (B) all other Safes, and (C) convertible promissory notes; and (2) all shares of Common Stock reserved and available for future grant under any equity incentive or similar plan of the Company, and/or any equity incentive or similar plan to be created or increased in connection with the Equity Financing.

“Distribution” means the transfer to holders of Capital Stock by reason of their ownership thereof of cash or other property without consideration whether by way of dividend or otherwise, other than dividends on Common Stock payable in Common Stock, or the purchase or redemption of Capital Stock by the Company or its subsidiaries for cash or property other than: (i) repurchases of Common Stock held by employees, officers, directors or consultants of the Company or its subsidiaries pursuant to an agreement providing, as applicable, a right of first refusal or a right to repurchase shares upon termination of such service provider’s employment or services; or (ii) repurchases of Capital Stock in connection with the settlement of disputes with any stockholder.

“Dissolution Event” means (i) a voluntary termination of operations, (ii) a general assignment for the benefit of the Company’s creditors or (iii) any other liquidation, dissolution or winding up of the Company (excluding a Liquidity Event), whether voluntary or involuntary.

“Equity Financing” means a bona fide transaction or series of transactions with the principal purpose of raising capital, pursuant to which the Company issues and sells Preferred Stock at a fixed pre-money valuation.

“Initial Public Offering” means the closing of the Company’s first firm commitment underwritten initial public offering of Common Stock pursuant to a registration statement filed under the Securities Act.

“Liquidity Capitalization” means the number, as of immediately prior to the Liquidity Event, of shares of Capital Stock (on an as-converted basis) outstanding, assuming exercise or conversion of all

outstanding vested and unvested options, warrants and other convertible securities, but **excluding**: (i) shares of Common Stock reserved and available for future grant under any equity incentive or similar plan; (ii) this instrument; (iii) other Safes; and (iv) convertible promissory notes.

“Liquidity Event” means a Change of Control or an Initial Public Offering.

“Liquidity Price” means the price per share equal to the Valuation Cap divided by the Liquidity Capitalization.

“Pro Rata Rights Agreement” means a written agreement between the Company and the Investor (and holders of other Safes, as appropriate) giving the Investor a right to purchase its *pro rata* share of private placements of securities by the Company **occurring after the Equity Financing**, subject to customary exceptions. *Pro rata* for purposes of the Pro Rata Rights Agreement will be calculated based on the ratio of (1) the number of shares of Capital Stock owned by the Investor immediately prior to the issuance of the securities to (2) the total number of shares of outstanding Capital Stock on a fully diluted basis, calculated as of immediately prior to the issuance of the securities.

“Safe” means an instrument containing a future right to shares of Capital Stock, similar in form and content to this instrument, purchased by investors for the purpose of funding the Company’s business operations.

“Safe Preferred Stock” means the shares of a series of Preferred Stock issued to the Investor in an Equity Financing, having the identical rights, privileges, preferences and restrictions as the shares of Standard Preferred Stock, other than with respect to: (i) the per share liquidation preference and the conversion price for purposes of price-based anti-dilution protection, which will equal the Safe Price; and (ii) the basis for any dividend rights, which will be based on the Safe Price.

“Safe Price” means the price per share equal to the Valuation Cap divided by the Company Capitalization.

“Standard Preferred Stock” means the shares of a series of Preferred Stock issued to the investors investing new money in the Company in connection with the initial closing of the Equity Financing.

3. *Company Representations*

(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 instrument is within the power of the Company and, other than with respect to the actions to be taken when equity is to be issued to the Investor, has been duly authorized by all necessary actions on the part of the Company. This instrument

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) The performance and consummation of the transactions contemplated by this instrument 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) No consents or approvals are required in connection with the performance of this instrument, other than: (i) the Company's corporate approvals; (ii) any qualifications or filings under applicable securities laws; and (iii) necessary corporate approvals for the authorization of Capital Stock issuable pursuant to Section 1.

(e) To its knowledge, the Company owns or possesses (or can obtain on commercially reasonable terms) sufficient legal rights to all patents, trademarks, service marks, trade names, copyrights, trade secrets, licenses, information, processes and other intellectual property rights necessary for its business as now conducted and as currently proposed to be conducted, without any conflict with, or infringement of the rights of, others.

4. *Investor Representations*

(a) The Investor has full legal capacity, power and authority to execute and deliver this instrument and to perform its obligations hereunder. This instrument constitutes valid and binding obligation of the Investor, 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) The Investor is an accredited investor as such term is defined in Rule 501 of Regulation D under the Securities Act. The Investor has been advised that this instrument and the underlying securities have not been registered under the Securities Act, or any state securities laws and, therefore, 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. The Investor is purchasing this instrument and the securities to be acquired by the Investor 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 the Investor has no present intention of selling, granting any participation in, or otherwise distributing the same. The Investor has such knowledge and experience in financial and business matters that the Investor is capable of evaluating the merits and risks of such investment, is able to incur a complete loss of such investment without impairing the Investor's financial condition and is able to bear the economic risk of such investment for an indefinite period of time.

5. *Miscellaneous*

(a) Any provision of this instrument may be amended, waived or modified only upon the written consent of the Company and the Investor.

(b) Any notice required or permitted by this instrument will be deemed sufficient when delivered personally or by overnight courier or sent by email to the relevant address listed on the signature page, or 48 hours after being deposited in the U.S. mail as certified or registered mail with postage prepaid, addressed to the party to be notified at such party's address listed on the signature page, as subsequently modified by written notice.

(c) The Investor is not entitled, as a holder of this instrument, to vote or receive dividends or be deemed the holder of Capital Stock for any purpose, nor will anything contained herein be construed to confer on the Investor, 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 subscription rights or otherwise until shares have been issued upon the terms described herein.

(d) Neither this instrument 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; *provided, however*, that this instrument and/or the rights contained herein may be assigned without the Company's consent by the Investor to any other entity who directly or indirectly, controls, is controlled by or is under common control with the Investor, including, without limitation, any general partner, managing member, officer or director of the Investor, or any venture capital fund now or hereafter existing which is controlled by one or more general partners or managing members of, or shares the same management company with, the Investor; and *provided, further*, that the Company may assign this instrument in whole, without the consent of the Investor, in connection with a reincorporation to change the Company's domicile.

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

(f) 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.

(Signature page follows)

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

Wing AI Technologies, Inc.:

By: 
Karan Kanwar, CEO

Address:

2150 Shattuck Ave,

Berkeley, CA 94704

Email: karan@getwingapp.com

Satyam Bansal:

By: 
Satyam Bansal

Address:

12 Radnor drive,

The Hills, TX 78738

Email: satyam.bansal@gmail.com

Title	Wing Assistant \$15K SAFE - Satyam Bansal
File name	SAFE_Satyam.pdf
Document ID	c72203eeb402b83a6729cca90258e723fbc0a8af
Audit trail date format	MM / DD / YYYY
Status	● Signed

Document History



08 / 16 / 2023
22:37:34 UTC

Sent for signature to Satyam Bansal
(satyam.bansal@gmail.com) from karan@getwingapp.com
IP: 193.19.109.102



08 / 17 / 2023
20:21:01 UTC

Viewed by Satyam Bansal (satyam.bansal@gmail.com)
IP: 70.112.145.246



08 / 17 / 2023
20:24:02 UTC

Signed by Satyam Bansal (satyam.bansal@gmail.com)
IP: 70.112.145.246



COMPLETED

08 / 17 / 2023
20:24:02 UTC

The document has been completed.

THIS INSTRUMENT AND ANY SECURITIES ISSUABLE PURSUANT HERETO HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE “SECURITIES ACT”), OR UNDER THE SECURITIES LAWS OF CERTAIN STATES. THESE SECURITIES MAY NOT BE OFFERED, SOLD OR OTHERWISE TRANSFERRED, PLEDGED OR HYPOTHECATED EXCEPT AS PERMITTED UNDER THE ACT AND APPLICABLE STATE SECURITIES LAWS PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT OR AN EXEMPTION THEREFROM.

WING AI TECHNOLOGIES, INC.

SAFE

(Simple Agreement for Future Equity)

THIS CERTIFIES THAT in exchange for the payment by **Mayank Daga** (the “Investor”) of \$15,000 (the “Purchase Amount”) on or about 08 / 21 / 2023, Wing AI Technologies, Inc., a Delaware corporation (the “Company”), hereby issues to the Investor the right to certain shares of the Company’s capital stock, subject to the terms set forth below.

The “Valuation Cap” is \$21,000,000. See **Section 2** for certain additional defined terms.

1. Events

(a) **Equity Financing.** If there is an Equity Financing before the expiration or termination of this instrument, the Company will automatically issue to the Investor either: (1) a number of shares of Standard Preferred Stock equal to the Purchase Amount divided by the price per share of the Standard Preferred Stock, if the pre-money valuation is less than or equal to the Valuation Cap; or (2) a number of shares of Safe Preferred Stock equal to the Purchase Amount divided by the Safe Price, if the pre-money valuation is greater than the Valuation Cap.

In connection with the issuance of Standard Preferred Stock or Safe Preferred Stock, as applicable, by the Company to the Investor pursuant to this Section 1(a):

(i) The Investor will execute and deliver to the Company all transaction documents related to the Equity Financing; *provided*, that such documents are the same documents to be entered into with the purchasers of Standard Preferred Stock, with appropriate variations for the Safe Preferred Stock if applicable, and *provided further*, that such documents have customary exceptions to any drag-along applicable to the Investor, including, without limitation, limited representations and warranties and limited liability and indemnification obligations on the part of the Investor; and

(ii) The Investor and the Company will execute a Pro Rata Rights Agreement, unless the Investor is already included in such rights in the transaction documents related to the Equity Financing.

(b) **Liquidity Event.** If there is a Liquidity Event before the expiration or termination of this instrument, the Investor will, at its option, either (i) receive a cash payment equal to the Purchase Amount (subject to the following paragraph) or (ii) automatically receive from the Company a number of shares of Common Stock equal to the Purchase Amount divided by the Liquidity Price, if the Investor fails to select the cash option.

In connection with Section (b)(i), the Purchase Amount will be due and payable by the Company to the Investor immediately prior to, or concurrent with, the consummation of the Liquidity Event. If there are not enough funds to pay the Investor and holders of other Safes (collectively, the “**Cash-Out Investors**”) in full, then all of the Company’s available funds will be distributed with equal priority and *pro rata* among the Cash-Out Investors in proportion to their Purchase Amounts, and the Cash-Out Investors will automatically receive the number of shares of Common Stock equal to the remaining unpaid Purchase Amount divided by the Liquidity Price. In connection with a Change of Control intended to qualify as a tax-free reorganization, the Company may reduce, *pro rata*, the Purchase Amounts payable to the Cash-Out Investors by the amount determined by its board of directors in good faith to be advisable for such Change of Control to qualify as a tax-free reorganization for U.S. federal income tax purposes, and in such case, the Cash-Out Investors will automatically receive the number of shares of Common Stock equal to the remaining unpaid Purchase Amount divided by the Liquidity Price.

(c) **Dissolution Event.** If there is a Dissolution Event before this instrument expires or terminates, the Company will pay an amount equal to the Purchase Amount, due and payable to the Investor immediately prior to, or concurrent with, the consummation of the Dissolution Event. The Purchase Amount will be paid prior and in preference to any Distribution of any of the assets of the Company to holders of outstanding Capital Stock by reason of their ownership thereof. If immediately prior to the consummation of the Dissolution Event, the assets of the Company legally available for distribution to the Investor and all holders of all other Safes (the “**Dissolving Investors**”), as determined in good faith by the Company’s board of directors, are insufficient to permit the payment to the Dissolving Investors of their respective Purchase Amounts, then the entire assets of the Company legally available for distribution will be distributed with equal priority and *pro rata* among the Dissolving Investors in proportion to the Purchase Amounts they would otherwise be entitled to receive pursuant to this Section 1(c).

(d) **Termination.** This instrument will expire and terminate (without relieving the Company of any obligations arising from a prior breach of or non-compliance with this instrument) upon either (i) the issuance of stock to the Investor pursuant to Section 1(a) or Section 1(b)(ii); or (ii) the payment, or setting aside for payment, of amounts due the Investor pursuant to Section 1(b)(i) or Section 1(c).

2. **Definitions**

“**Capital Stock**” means the capital stock of the Company, including, without limitation, the “**Common Stock**” and the “**Preferred Stock**.”

“Change of Control” means (i) a transaction or series of related transactions in which any “person” or “group” (within the meaning of Section 13(d) and 14(d) of the Securities Exchange Act of 1934, as amended), becomes the “beneficial owner” (as defined in Rule 13d-3 under the Securities Exchange Act of 1934, as amended), directly or indirectly, of more than 50% of the outstanding voting securities of the Company having the right to vote for the election of members of the Company’s board of directors, (ii) any reorganization, merger or consolidation of the Company, other than a transaction or series of related transactions in which the holders of the voting securities of the Company outstanding immediately prior to such transaction or series of related transactions retain, immediately after such transaction or series of related transactions, at least a majority of the total voting power represented by the outstanding voting securities of the Company or such other surviving or resulting entity or (iii) a sale, lease or other disposition of all or substantially all of the assets of the Company.

“Company Capitalization” means the sum, as of immediately prior to the Equity Financing, of: (1) all shares of Capital Stock (on an as-converted basis) issued and outstanding, assuming exercise or conversion of all outstanding vested and unvested options, warrants and other convertible securities, but excluding (A) this instrument, (B) all other Safes, and (C) convertible promissory notes; and (2) all shares of Common Stock reserved and available for future grant under any equity incentive or similar plan of the Company, and/or any equity incentive or similar plan to be created or increased in connection with the Equity Financing.

“Distribution” means the transfer to holders of Capital Stock by reason of their ownership thereof of cash or other property without consideration whether by way of dividend or otherwise, other than dividends on Common Stock payable in Common Stock, or the purchase or redemption of Capital Stock by the Company or its subsidiaries for cash or property other than: (i) repurchases of Common Stock held by employees, officers, directors or consultants of the Company or its subsidiaries pursuant to an agreement providing, as applicable, a right of first refusal or a right to repurchase shares upon termination of such service provider’s employment or services; or (ii) repurchases of Capital Stock in connection with the settlement of disputes with any stockholder.

“Dissolution Event” means (i) a voluntary termination of operations, (ii) a general assignment for the benefit of the Company’s creditors or (iii) any other liquidation, dissolution or winding up of the Company (excluding a Liquidity Event), whether voluntary or involuntary.

“Equity Financing” means a bona fide transaction or series of transactions with the principal purpose of raising capital, pursuant to which the Company issues and sells Preferred Stock at a fixed pre-money valuation.

“Initial Public Offering” means the closing of the Company’s first firm commitment underwritten initial public offering of Common Stock pursuant to a registration statement filed under the Securities Act.

“Liquidity Capitalization” means the number, as of immediately prior to the Liquidity Event, of shares of Capital Stock (on an as-converted basis) outstanding, assuming exercise or conversion of all

outstanding vested and unvested options, warrants and other convertible securities, but **excluding**: (i) shares of Common Stock reserved and available for future grant under any equity incentive or similar plan; (ii) this instrument; (iii) other Safes; and (iv) convertible promissory notes.

“Liquidity Event” means a Change of Control or an Initial Public Offering.

“Liquidity Price” means the price per share equal to the Valuation Cap divided by the Liquidity Capitalization.

“Pro Rata Rights Agreement” means a written agreement between the Company and the Investor (and holders of other Safes, as appropriate) giving the Investor a right to purchase its *pro rata* share of private placements of securities by the Company **occurring after the Equity Financing**, subject to customary exceptions. *Pro rata* for purposes of the Pro Rata Rights Agreement will be calculated based on the ratio of (1) the number of shares of Capital Stock owned by the Investor immediately prior to the issuance of the securities to (2) the total number of shares of outstanding Capital Stock on a fully diluted basis, calculated as of immediately prior to the issuance of the securities.

“Safe” means an instrument containing a future right to shares of Capital Stock, similar in form and content to this instrument, purchased by investors for the purpose of funding the Company’s business operations.

“Safe Preferred Stock” means the shares of a series of Preferred Stock issued to the Investor in an Equity Financing, having the identical rights, privileges, preferences and restrictions as the shares of Standard Preferred Stock, other than with respect to: (i) the per share liquidation preference and the conversion price for purposes of price-based anti-dilution protection, which will equal the Safe Price; and (ii) the basis for any dividend rights, which will be based on the Safe Price.

“Safe Price” means the price per share equal to the Valuation Cap divided by the Company Capitalization.

“Standard Preferred Stock” means the shares of a series of Preferred Stock issued to the investors investing new money in the Company in connection with the initial closing of the Equity Financing.

3. *Company Representations*

(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 instrument is within the power of the Company and, other than with respect to the actions to be taken when equity is to be issued to the Investor, has been duly authorized by all necessary actions on the part of the Company. This instrument

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) The performance and consummation of the transactions contemplated by this instrument 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) No consents or approvals are required in connection with the performance of this instrument, other than: (i) the Company's corporate approvals; (ii) any qualifications or filings under applicable securities laws; and (iii) necessary corporate approvals for the authorization of Capital Stock issuable pursuant to Section 1.

(e) To its knowledge, the Company owns or possesses (or can obtain on commercially reasonable terms) sufficient legal rights to all patents, trademarks, service marks, trade names, copyrights, trade secrets, licenses, information, processes and other intellectual property rights necessary for its business as now conducted and as currently proposed to be conducted, without any conflict with, or infringement of the rights of, others.

4. *Investor Representations*

(a) The Investor has full legal capacity, power and authority to execute and deliver this instrument and to perform its obligations hereunder. This instrument constitutes valid and binding obligation of the Investor, 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) The Investor is an accredited investor as such term is defined in Rule 501 of Regulation D under the Securities Act. The Investor has been advised that this instrument and the underlying securities have not been registered under the Securities Act, or any state securities laws and, therefore, 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. The Investor is purchasing this instrument and the securities to be acquired by the Investor 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 the Investor has no present intention of selling, granting any participation in, or otherwise distributing the same. The Investor has such knowledge and experience in financial and business matters that the Investor is capable of evaluating the merits and risks of such investment, is able to incur a complete loss of such investment without impairing the Investor's financial condition and is able to bear the economic risk of such investment for an indefinite period of time.

5. *Miscellaneous*

(a) Any provision of this instrument may be amended, waived or modified only upon the written consent of the Company and the Investor.

(b) Any notice required or permitted by this instrument will be deemed sufficient when delivered personally or by overnight courier or sent by email to the relevant address listed on the signature page, or 48 hours after being deposited in the U.S. mail as certified or registered mail with postage prepaid, addressed to the party to be notified at such party's address listed on the signature page, as subsequently modified by written notice.

(c) The Investor is not entitled, as a holder of this instrument, to vote or receive dividends or be deemed the holder of Capital Stock for any purpose, nor will anything contained herein be construed to confer on the Investor, 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 subscription rights or otherwise until shares have been issued upon the terms described herein.

(d) Neither this instrument 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; *provided, however*, that this instrument and/or the rights contained herein may be assigned without the Company's consent by the Investor to any other entity who directly or indirectly, controls, is controlled by or is under common control with the Investor, including, without limitation, any general partner, managing member, officer or director of the Investor, or any venture capital fund now or hereafter existing which is controlled by one or more general partners or managing members of, or shares the same management company with, the Investor; and *provided, further*, that the Company may assign this instrument in whole, without the consent of the Investor, in connection with a reincorporation to change the Company's domicile.

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

(f) 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.

(Signature page follows)

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

Wing AI Technologies, Inc.:

By: 
Karan Kanwar, CEO

Address:

2150 Shattuck Ave,
Berkeley, CA 94704

Email: karan@getwingapp.com

Mayank Daga:

By: 
Mayank Daga





Address:

12816 Meridian Park Blvd
Austin, TX 78739

Email: dagamayank@gmail.com

Title	Wing Assistant \$15K SAFE - Mayank Daga
File name	SAFE_Mayank.pdf
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 SIGNED	08 / 21 / 2023 16:40:30 UTC	Signed by Mayank Daga (dagamayank@gmail.com) IP: 72.182.9.27
 COMPLETED	08 / 21 / 2023 16:40:30 UTC	The document has been completed.

THIS INSTRUMENT AND ANY SECURITIES ISSUABLE PURSUANT HERETO HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE “**SECURITIES ACT**”), OR UNDER THE SECURITIES LAWS OF CERTAIN STATES. THESE SECURITIES MAY NOT BE OFFERED, SOLD OR OTHERWISE TRANSFERRED, PLEDGED OR HYPOTHECATED EXCEPT AS PERMITTED UNDER THE ACT AND APPLICABLE STATE SECURITIES LAWS PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT OR AN EXEMPTION THEREFROM.

WING AI TECHNOLOGIES, INC.

SAFE

(Simple Agreement for Future Equity)

THIS CERTIFIES THAT in exchange for the payment by **Gautam Kedia** (the “**Investor**”) of \$5,000 (the “**Purchase Amount**”) on or about 08 / 17 / 2023, Wing AI Technologies, Inc., a Delaware corporation (the “**Company**”), hereby issues to the Investor the right to certain shares of the Company’s capital stock, subject to the terms set forth below.

The “**Valuation Cap**” is \$21,000,000. See **Section 2** for certain additional defined terms.

1. Events

(a) **Equity Financing.** If there is an Equity Financing before the expiration or termination of this instrument, the Company will automatically issue to the Investor either: (1) a number of shares of Standard Preferred Stock equal to the Purchase Amount divided by the price per share of the Standard Preferred Stock, if the pre-money valuation is less than or equal to the Valuation Cap; or (2) a number of shares of Safe Preferred Stock equal to the Purchase Amount divided by the Safe Price, if the pre-money valuation is greater than the Valuation Cap.

In connection with the issuance of Standard Preferred Stock or Safe Preferred Stock, as applicable, by the Company to the Investor pursuant to this Section 1(a):

(i) The Investor will execute and deliver to the Company all transaction documents related to the Equity Financing; *provided*, that such documents are the same documents to be entered into with the purchasers of Standard Preferred Stock, with appropriate variations for the Safe Preferred Stock if applicable, and *provided further*, that such documents have customary exceptions to any drag-along applicable to the Investor, including, without limitation, limited representations and warranties and limited liability and indemnification obligations on the part of the Investor; and

(ii) The Investor and the Company will execute a Pro Rata Rights Agreement, unless the Investor is already included in such rights in the transaction documents related to the Equity Financing.

(b) **Liquidity Event.** If there is a Liquidity Event before the expiration or termination of this instrument, the Investor will, at its option, either (i) receive a cash payment equal to the Purchase Amount (subject to the following paragraph) or (ii) automatically receive from the Company a number of shares of Common Stock equal to the Purchase Amount divided by the Liquidity Price, if the Investor fails to select the cash option.

In connection with Section (b)(i), the Purchase Amount will be due and payable by the Company to the Investor immediately prior to, or concurrent with, the consummation of the Liquidity Event. If there are not enough funds to pay the Investor and holders of other Safes (collectively, the “**Cash-Out Investors**”) in full, then all of the Company’s available funds will be distributed with equal priority and *pro rata* among the Cash-Out Investors in proportion to their Purchase Amounts, and the Cash-Out Investors will automatically receive the number of shares of Common Stock equal to the remaining unpaid Purchase Amount divided by the Liquidity Price. In connection with a Change of Control intended to qualify as a tax-free reorganization, the Company may reduce, *pro rata*, the Purchase Amounts payable to the Cash-Out Investors by the amount determined by its board of directors in good faith to be advisable for such Change of Control to qualify as a tax-free reorganization for U.S. federal income tax purposes, and in such case, the Cash-Out Investors will automatically receive the number of shares of Common Stock equal to the remaining unpaid Purchase Amount divided by the Liquidity Price.

(c) **Dissolution Event.** If there is a Dissolution Event before this instrument expires or terminates, the Company will pay an amount equal to the Purchase Amount, due and payable to the Investor immediately prior to, or concurrent with, the consummation of the Dissolution Event. The Purchase Amount will be paid prior and in preference to any Distribution of any of the assets of the Company to holders of outstanding Capital Stock by reason of their ownership thereof. If immediately prior to the consummation of the Dissolution Event, the assets of the Company legally available for distribution to the Investor and all holders of all other Safes (the “**Dissolving Investors**”), as determined in good faith by the Company’s board of directors, are insufficient to permit the payment to the Dissolving Investors of their respective Purchase Amounts, then the entire assets of the Company legally available for distribution will be distributed with equal priority and *pro rata* among the Dissolving Investors in proportion to the Purchase Amounts they would otherwise be entitled to receive pursuant to this Section 1(c).

(d) **Termination.** This instrument will expire and terminate (without relieving the Company of any obligations arising from a prior breach of or non-compliance with this instrument) upon either (i) the issuance of stock to the Investor pursuant to Section 1(a) or Section 1(b)(ii); or (ii) the payment, or setting aside for payment, of amounts due the Investor pursuant to Section 1(b)(i) or Section 1(c).

2. **Definitions**

“**Capital Stock**” means the capital stock of the Company, including, without limitation, the “**Common Stock**” and the “**Preferred Stock**.”

“Change of Control” means (i) a transaction or series of related transactions in which any “person” or “group” (within the meaning of Section 13(d) and 14(d) of the Securities Exchange Act of 1934, as amended), becomes the “beneficial owner” (as defined in Rule 13d-3 under the Securities Exchange Act of 1934, as amended), directly or indirectly, of more than 50% of the outstanding voting securities of the Company having the right to vote for the election of members of the Company’s board of directors, (ii) any reorganization, merger or consolidation of the Company, other than a transaction or series of related transactions in which the holders of the voting securities of the Company outstanding immediately prior to such transaction or series of related transactions retain, immediately after such transaction or series of related transactions, at least a majority of the total voting power represented by the outstanding voting securities of the Company or such other surviving or resulting entity or (iii) a sale, lease or other disposition of all or substantially all of the assets of the Company.

“Company Capitalization” means the sum, as of immediately prior to the Equity Financing, of: (1) all shares of Capital Stock (on an as-converted basis) issued and outstanding, assuming exercise or conversion of all outstanding vested and unvested options, warrants and other convertible securities, but excluding (A) this instrument, (B) all other Safes, and (C) convertible promissory notes; and (2) all shares of Common Stock reserved and available for future grant under any equity incentive or similar plan of the Company, and/or any equity incentive or similar plan to be created or increased in connection with the Equity Financing.

“Distribution” means the transfer to holders of Capital Stock by reason of their ownership thereof of cash or other property without consideration whether by way of dividend or otherwise, other than dividends on Common Stock payable in Common Stock, or the purchase or redemption of Capital Stock by the Company or its subsidiaries for cash or property other than: (i) repurchases of Common Stock held by employees, officers, directors or consultants of the Company or its subsidiaries pursuant to an agreement providing, as applicable, a right of first refusal or a right to repurchase shares upon termination of such service provider’s employment or services; or (ii) repurchases of Capital Stock in connection with the settlement of disputes with any stockholder.

“Dissolution Event” means (i) a voluntary termination of operations, (ii) a general assignment for the benefit of the Company’s creditors or (iii) any other liquidation, dissolution or winding up of the Company (excluding a Liquidity Event), whether voluntary or involuntary.

“Equity Financing” means a bona fide transaction or series of transactions with the principal purpose of raising capital, pursuant to which the Company issues and sells Preferred Stock at a fixed pre-money valuation.

“Initial Public Offering” means the closing of the Company’s first firm commitment underwritten initial public offering of Common Stock pursuant to a registration statement filed under the Securities Act.

“Liquidity Capitalization” means the number, as of immediately prior to the Liquidity Event, of shares of Capital Stock (on an as-converted basis) outstanding, assuming exercise or conversion of all

outstanding vested and unvested options, warrants and other convertible securities, but excluding: (i) shares of Common Stock reserved and available for future grant under any equity incentive or similar plan; (ii) this instrument; (iii) other Safes; and (iv) convertible promissory notes.

“Liquidity Event” means a Change of Control or an Initial Public Offering.

“Liquidity Price” means the price per share equal to the Valuation Cap divided by the Liquidity Capitalization.

“Pro Rata Rights Agreement” means a written agreement between the Company and the Investor (and holders of other Safes, as appropriate) giving the Investor a right to purchase its *pro rata* share of private placements of securities by the Company occurring after the Equity Financing, subject to customary exceptions. *Pro rata* for purposes of the Pro Rata Rights Agreement will be calculated based on the ratio of (1) the number of shares of Capital Stock owned by the Investor immediately prior to the issuance of the securities to (2) the total number of shares of outstanding Capital Stock on a fully diluted basis, calculated as of immediately prior to the issuance of the securities.

“Safe” means an instrument containing a future right to shares of Capital Stock, similar in form and content to this instrument, purchased by investors for the purpose of funding the Company’s business operations.

“Safe Preferred Stock” means the shares of a series of Preferred Stock issued to the Investor in an Equity Financing, having the identical rights, privileges, preferences and restrictions as the shares of Standard Preferred Stock, other than with respect to: (i) the per share liquidation preference and the conversion price for purposes of price-based anti-dilution protection, which will equal the Safe Price; and (ii) the basis for any dividend rights, which will be based on the Safe Price.

“Safe Price” means the price per share equal to the Valuation Cap divided by the Company Capitalization.

“Standard Preferred Stock” means the shares of a series of Preferred Stock issued to the investors investing new money in the Company in connection with the initial closing of the Equity Financing.

3. *Company Representations*

(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 instrument is within the power of the Company and, other than with respect to the actions to be taken when equity is to be issued to the Investor, has been duly authorized by all necessary actions on the part of the Company. This instrument

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) The performance and consummation of the transactions contemplated by this instrument 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) No consents or approvals are required in connection with the performance of this instrument, other than: (i) the Company's corporate approvals; (ii) any qualifications or filings under applicable securities laws; and (iii) necessary corporate approvals for the authorization of Capital Stock issuable pursuant to Section 1.

(e) To its knowledge, the Company owns or possesses (or can obtain on commercially reasonable terms) sufficient legal rights to all patents, trademarks, service marks, trade names, copyrights, trade secrets, licenses, information, processes and other intellectual property rights necessary for its business as now conducted and as currently proposed to be conducted, without any conflict with, or infringement of the rights of, others.

4. *Investor Representations*

(a) The Investor has full legal capacity, power and authority to execute and deliver this instrument and to perform its obligations hereunder. This instrument constitutes valid and binding obligation of the Investor, 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) The Investor is an accredited investor as such term is defined in Rule 501 of Regulation D under the Securities Act. The Investor has been advised that this instrument and the underlying securities have not been registered under the Securities Act, or any state securities laws and, therefore, 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. The Investor is purchasing this instrument and the securities to be acquired by the Investor 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 the Investor has no present intention of selling, granting any participation in, or otherwise distributing the same. The Investor has such knowledge and experience in financial and business matters that the Investor is capable of evaluating the merits and risks of such investment, is able to incur a complete loss of such investment without impairing the Investor's financial condition and is able to bear the economic risk of such investment for an indefinite period of time.

5. *Miscellaneous*

(a) Any provision of this instrument may be amended, waived or modified only upon the written consent of the Company and the Investor.

(b) Any notice required or permitted by this instrument will be deemed sufficient when delivered personally or by overnight courier or sent by email to the relevant address listed on the signature page, or 48 hours after being deposited in the U.S. mail as certified or registered mail with postage prepaid, addressed to the party to be notified at such party's address listed on the signature page, as subsequently modified by written notice.

(c) The Investor is not entitled, as a holder of this instrument, to vote or receive dividends or be deemed the holder of Capital Stock for any purpose, nor will anything contained herein be construed to confer on the Investor, 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 subscription rights or otherwise until shares have been issued upon the terms described herein.

(d) Neither this instrument 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; *provided, however*, that this instrument and/or the rights contained herein may be assigned without the Company's consent by the Investor to any other entity who directly or indirectly, controls, is controlled by or is under common control with the Investor, including, without limitation, any general partner, managing member, officer or director of the Investor, or any venture capital fund now or hereafter existing which is controlled by one or more general partners or managing members of, or shares the same management company with, the Investor; and *provided, further*, that the Company may assign this instrument in whole, without the consent of the Investor, in connection with a reincorporation to change the Company's domicile.

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

(f) 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.

(Signature page follows)

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

Wing AI Technologies, Inc.:



By: _____
Karan Kanwar, CEO

Address:

2150 Shattuck Ave,

Berkeley, CA 94704

Email: karan@getwingapp.com

Gautam Kedia:




By: _____
Gautam Kedia

Address:

2833 Juniper Set

San Mateo, CA

Email: gautamkedia@gmail.com

Title	Wing Assistant SAFE Note
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08 / 18 / 2023
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The document has been completed.