

Pre-Seed SAFE Financing Summary

Round overview and term sheet

Round: Pre-Seed SAFE Financing · Aggregate raise: \$350,000 · Structure: 7 × \$50,000 SAFE notes · Cap: \$6,000,000 post-money · October 2026

\$50,000 Per note SAFE · post-money	\$350,000 Total round 7 × \$50,000	\$6.0M Valuation cap post-money	~0.83% Ownership per note fixed at signing	None Discount rate cap only
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MFN and pro rata rights are included as standard protections. Under the post-money SAFE, each investor's ~0.83% ownership is fixed at signing and protected from dilution by the other notes in this round. MFN ensures each investor receives any better terms offered to other investors in this round, and the pro rata right lets each investor maintain their percentage in the next priced round.

The company

Caffe evolve™ is a patent-pending intelligent caffeine-management platform — one system of three components, each incomplete alone: an intelligence center that calculates a personalized caffeine recommendation for every cup, a dual-hopper precision brewing device that dispenses both caffeinated and decaf beans to the recommended ratio, blends, then grinds and brews to SCA standards, and a linked phone app that extends the same caffeine guidance away from home. Licensed to premium appliance makers, it scales from entry-level consumer devices to commercial café and office deployments.

Use of proceeds — \$350,000

IP prosecution & utility patent	\$50,000
Hardware & engineering development	\$210,000
Platform architect · expense reimbursement & future supplemental compensation (18 mo.)	\$70,000
Contingency	\$20,000
Total	\$350,000

18-month milestone projections

Q4 2026	Utility patent filed with Boyle Fredrickson
Q4 2026	UX prototype v2 complete
Q1 2027	Device & App Prototype, V1 initiated
Q3 2027	Device & App Prototype, V1 — functional demo ready
Q4 2027	Full Platform Prototype completed
Q4 2027–Q1 2028	Series A or licensing deal closes; SAFEs convert at \$6M cap

IP and defensibility

Provisional #1	Filed Feb 4, 2026 — USPTO App. 63/975,562
Provisional #2	Filed June 25, 2026 — enriched architecture + AFS Phase 2
Utility filing target	Q4 2026 — Boyle Fredrickson S.C., counsel
Claim architecture	7 independent + 11 dependent claim candidates — method, system & device
Trademark	CAFFEVOLVE — Notice of Allowance issued; Serial No. 99568084, Class 11
Entity	Delaware C-Corp — incorporated June 2026

What this investment offers

- **\$50,000 post-money SAFE** — converts at the \$6M valuation cap, the market-standard format for pre-seed financings of this size.
- **~0.83% fixed ownership**, calculated as $\$50K \div \$6M$. Locked at signing — not affected by the other notes in this round.
- **MFN protection** — if any other investor in this round receives more favorable terms, you receive the same.
- **Pro rata right** — maintain your percentage in the next priced Equity Financing round.

Why now

- Two provisionals filed; the **Q4 2026 utility filing is imminent** — this capital directly funds the filing that creates the moat.
- Post-utility filing, pre-money valuation climbs materially. **The \$6M cap is the early-entry price**, not the future price.
- **Asset-light IP licensing model** — capital builds defensibility and market position, not inventory, manufacturing, or distribution overhead.
- **Named OEM targets** — Breville, De'Longhi, Jura, Ninja, Fellow, Philips: premium makers with the distribution, coffee portfolios, and engineering to integrate the platform, always seeking the next innovation to grow their lines.

Term sheet — SAFE financing

Summary of proposed terms for discussion purposes. Not an offer to sell securities.

ISSUER	Caffevolve Inc., a Delaware corporation (the "Company")
INSTRUMENT	Simple Agreement for Future Equity ("SAFE") — post-money valuation cap, no discount
AGGREGATE OFFERING	\$350,000
STRUCTURE	Seven (7) independent SAFE notes of \$50,000 each, on identical terms
VALUATION CAP	\$6,000,000 (post-money)
ESTIMATED OWNERSHIP	Approximately 0.83% per \$50,000 note (5.83% in aggregate across all seven notes), if converted at the valuation cap. Because this is a post-money SAFE, this percentage is fixed at signing and will not be further diluted by other SAFEs issued in this same round.
DISCOUNT RATE	None
MOST FAVORED NATION	Each SAFE includes an MFN provision. If the Company issues a subsequent SAFE in this same financing round with more favorable terms to another investor, each existing investor's SAFE will be amended to reflect the more favorable terms.
PRO RATA RIGHTS	Each investor will have the right, but not the obligation, to purchase their pro rata share of securities in the Company's next equity financing round, to maintain their percentage ownership.
CONVERSION	Converts into the Company's Safe Preferred Stock upon a subsequent Equity Financing, at the lower of the valuation cap or the price set in that financing. Alternative conversion terms apply upon a Liquidity Event or Dissolution Event, as further described in the definitive SAFE agreement.
GOVERNING LAW	Delaware
USE OF PROCEEDS	IP prosecution and utility patent filing, hardware and engineering development, and platform architect compensation and expense reimbursement, over an 18-month operating plan.

About the SAFE instrument

A SAFE (Simple Agreement for Future Equity) is not a loan and carries no interest rate or maturity date. It represents the investor's right to receive equity in the Company at a future date, typically upon the Company's next priced equity

financing round. This offering uses the post-money, valuation-cap-only SAFE format, which is the current market standard for pre-seed financings of this size.

The valuation cap sets the maximum price per share at which the SAFE will convert into equity, regardless of the valuation set in a future financing round. This protects early investors from full dilution if the Company's valuation increases significantly before the SAFE converts.

Next steps

This term sheet summarizes proposed terms for discussion and is not a binding agreement, an offer to sell securities, or a solicitation of an offer to buy securities. The definitive terms of any investment will be set forth in a final SAFE agreement, to be reviewed by counsel for both the Company and each investor prior to execution. All figures and terms above are subject to change until definitive documents are signed.

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