***Preliminary Note***

*This One-Page Simple Agreement for Future Tokens Annex (this “Annex”) is an annex of legal terms and provisions to be incorporated by reference into the One-Page Simple Agreement for Future Tokens. This Annex is designed to be a starting point only and should be tailored to meet your specific business and requirements for the relevant jurisdictions and applicable laws. This Annex should not be construed as legal advice for any particular facts or circumstances.*

\*\*\*

**ONE-PAGE SIMPLE AGREEMENT FOR FUTURE TOKENS ANNEX**

1. **Legend.** THIS INSTRUMENT AND ANY TOKENS OR SECURITIES ISSUABLE PURSUANT HERETO HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE “SECURITIES ACT”) WITH THE UNITED STATES SECURITIES AND EXCHANGE COMMISSION, AND THE COMPANY DOES NOT INTEND TO REGISTER THEM. PRIOR TO THE ONE-YEAR ANNIVERSARY OF THE DATE OF PURCHASE, THE TOKENS AND/OR SECURITIES MAY NOT BE OFFERED OR SOLD (INCLUDING OPENING A SHORT POSITION IN SUCH SECURITIES) IN THE UNITED STATES OR TO U.S. PERSONS (AS DEFINED BY RULE 902(k) ADOPTED UNDER THE SECURITIES ACT), OTHER THAN TO DISTRIBUTORS, UNLESS THE TOKENS AND/OR SECURITIES ARE REGISTERED UNDER THE SECURITIES ACT, OR AN EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT IS AVAILABLE. PRIOR TO THE ONE-YEAR ANNIVERSARY OF THE DATE OF PURCHASE, INVESTORS OF SECURITIES MAY RESELL SUCH TOKENS AND/OR SECURITIES ONLY PURSUANT TO AN EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT OR OTHERWISE IN ACCORDANCE WITH THE PROVISIONS OF REGULATION S OF THE SECURITIES ACT, OR IN TRANSACTIONS EFFECTED OUTSIDE OF THE UNITED STATES, PROVIDED THEY DO NOT SOLICIT (AND NO ONE ACTING ON THEIR BEHALF SOLICITS) INVESTORS IN THE UNITED STATES OR OTHERWISE ENGAGE(S) IN SELLING EFFORTS IN THE UNITED STATES AND PROVIDED THAT HEDGING TRANSACTIONS INVOLVING THESE TOKENS AND/OR SECURITIES MAY NOT BE CONDUCTED UNLESS IN COMPLIANCE WITH THE SECURITIES ACT. A HOLDER OF THE TOKENS AND/OR SECURITIES WHO IS A DISTRIBUTOR, DEALER, SUB-UNDERWRITER OR OTHER SECURITIES PROFESSIONAL, IN ADDITION, CANNOT PRIOR TO THE ONE YEAR ANNIVERSARY OF THE DATE OF PURCHASE RESELL THE TOKENS AND/OR SECURITIES TO A U.S. PERSON (AS DEFINED BY RULE 902(k) ADOPTED UNDER THE SECURITIES ACT) UNLESS THE TOKENS AND/OR SECURITIES ARE REGISTERED UNDER THE SECURITIES ACT OR AN EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT IS AVAILABLE.
2. **Definitions.** Undefined capitalized terms have the meanings attributed to them in the One-Page Simple Agreement for Future Tokens Glossary, available at <https://github.com/BranDAOn/OP-SAFT-Glossary>.
3. **Company Representations**
   1. The Company is a company duly organized, validly existing and in good standing under the laws of [STATE].
   2. 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 Future Token Rights are 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.
   3. The performance and consummation of the transactions contemplated by this instrument do not and to the Company’s knowledge, 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.
   4. No consents or approvals are required in connection with the performance of this instrument, other than: (a) the Company’s company approvals; (b) any qualifications or filings under applicable securities laws; and (c) the Token Issuer’s approval of the sale of Tokens to the Investor.
4. **Investor** **Representations**
   1. The Investor has full legal capacity, power and authority to execute and deliver this instrument and to perform its obligations hereunder. This instrument constitutes a 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.
   2. The Investor understands that neither the Company nor the Token Issuer are under any obligation to register or qualify this instrument or any Tokens and/or securities to be acquired by the Investor hereunder with the United States Securities and Exchange Commission, any state securities commission or any stock exchange to effect such compliance. The Investor makes the following additional representations, warranties and agreements:
      1. The Investor is **not** a U.S. Person (as defined in Rule 902(k) of Regulation S under the Securities Act). The offer and sale of this OP SAFT to such Investor was made in an offshore transaction (as defined in Rule 902(h) of Regulation S), no directed selling efforts (as defined in Rule 902(c) of Regulation S) were made in the United States, and the Investor is not acquiring this SAFT or the securities to be acquired by the Investor hereunder for the account or benefit of any U.S. Person.
      2. The Investor will not, during the restricted period applicable to the relevant instrument in the legend set forth below (the “***Restricted Period***”) offer or sell any of this SAFT, the Future Token Rights, or any Tokens issuable pursuant thereto (or create or maintain any derivative position equivalent thereto) in the United States, to or for the account or benefit of a U.S. Person or other than in accordance with Regulation S.
      3. The Investor will, after the expiration of the applicable Restricted Period, offer, sell, pledge or otherwise Transfer the SAFT, the Future Token Rights, or any Tokens issuable pursuant thereto (or create or maintain any derivative position equivalent thereto) only pursuant to registration under the Securities Act or any available exemption therefrom and, in any case, in accordance with applicable state securities laws.
      4. The Investor acknowledges and agrees that this SAFT, the Future Token Rights, and any Tokens issuable pursuant thereto, will bear (or be deemed to bear) the legend set forth below (in addition to any other legend required by applicable federal, state or foreign securities laws or provided in any other agreement with the Company):

THE TOKENS REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT") WITH THE UNITED STATES SECURITIES AND EXCHANGE COMMISSION, AND THE COMPANY DOES NOT INTEND TO REGISTER THEM. PRIOR TO A DATE THAT IS ONE-YEAR STARTING FROM THE DATE OF SALE OF THE TOKENS, THE TOKENS MAY NOT BE OFFERED OR SOLD (INCLUDING OPENING A SHORT POSITION IN SUCH TOKENS) IN THE UNITED STATES OR TO U.S. PERSONS AS DEFINED BY RULE 902(k) ADOPTED UNDER THE SECURITIES ACT, OTHER THAN TO DISTRIBUTORS, UNLESS THE TOKENS ARE REGISTERED UNDER THE SECURITIES ACT, OR AN EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT IS AVAILABLE. PURCHASERS OF TOKENS PRIOR TO ONE-YEAR STARTING FROM THE DATE OF SALE OF THE TOKENS, MAY RESELL SUCH TOKENS ONLY PURSUANT TO AN EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT OR OTHERWISE IN ACCORDANCE WITH THE PROVISIONS OF REGULATION S OF THE SECURITIES ACT, OR IN TRANSACTIONS EFFECTED OUTSIDE OF THE UNITED STATES PROVIDED THEY DO NOT SOLICIT (AND NO ONE ACTING ON THEIR BEHALF SOLICITS) OPTIONEES IN THE UNITED STATES OR OTHERWISE ENGAGE(S) IN SELLING EFFORTS IN THE UNITED STATES AND PROVIDED THAT HEDGING TRANSACTIONS INVOLVING THESE TOKENS MAY NOT BE CONDUCTED UNLESS IN COMPLIANCE WITH THE SECURITIES ACT. A HOLDER OF THE TOKENS WHO IS A DISTRIBUTOR, DEALER, SUB-UNDERWRITER OR OTHER SECURITIES PROFESSIONAL, IN ADDITION, CANNOT PRIOR TO ONE-YEAR STARTING FROM THE DATE OF SALE OF THE TOKENS RESELL THE TOKENS TO A U.S. PERSON (AS DEFINED BY RULE 902(k) ADOPTED UNDER THE SECURITIES ACT) UNLESS THE TOKENS ARE REGISTERED UNDER THE SECURITIES ACT OR AN EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT IS AVAILABLE.

* 1. In the event the Investor receives the Future Token Rights pursuant to Section 1(a), the Investor acknowledges the additional provisions set forth on Exhibit A attached hereto.

1. **Miscellaneous**
   1. In the event the Company sells or issues (i) any instruments or securities exchangeable, exercisable or convertible into the items in clause (1) of the definition of “Tokens”, or (ii) any instruments, securities, documents, agreements, understandings, contracts or arrangements that provide for the right to receive the items in clause (1) of the definition of “Tokens”, in each case, at any time prior to the Qualifying Token Sale, the Company shall provide the Investor with written notice of such sale or issuance no later than 15 days after the closing date thereof, including the price and terms of such convertible instruments (the “***Subsequent Instruments***”). In the event the Investor determines, in its sole and absolute discretion, that any Subsequent Instrument contains terms more favorable to the holder(s) thereof than the terms set forth in this OP SAFT, the Investor may elect to exchange this OP SAFT for such Subsequent Instrument.
   2. Any notice required or permitted by this OP SAFT will be deemed sufficient when delivered personally or by overnight courier or sent by email to the relevant addresses listed on the signature page, or 48 hours after being deposited in the 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.
   3. The Investor is not entitled, as a holder of this OP SAFT, 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. The Investor is not entitled, as a holder of a OP SAFT, to be deemed the holder of any Tokens for any purpose (including economic, voting, or otherwise), nor will anything contained herein be construed to confer on the Investor, as such, any of the rights of a holder of Tokens until and unless Tokens are issued to the Investor pursuant to this OP SAFT.
   4. Neither this OP SAFT nor the rights contained herein may be assigned, by operation of law or otherwise, by the Investor without the prior written consent of the Company.
   5. In the event any one or more of the provisions of this OP SAFT 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 OP SAFT operate or would prospectively operate to invalidate this OP SAFT, 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 OP SAFT and the remaining provisions of this SAFT will remain operative and in full force and effect and will not be affected, prejudiced, or disturbed thereby.
   6. This OP SAFT may be executed and delivered in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts together shall constitute the one agreement. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., www.docusign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.
   7. Any term of this OP SAFT may be amended and the observance of any term of this OP SAFT may be waived (either generally or in a particular instance and either retroactively or prospectively) with the written consent of the Company and the Investor, except as set forth in Section (h) below.
   8. Any term of each of the OP SAFTs in the SAFT Round may be amended and the observance of any terms of such OP SAFTs in the SAFT Round may be waived (either generally or in a particular instance and either retroactively or prospectively) with the written consent of the Company and the holders of OP SAFTs representing at least a majority of the aggregate principal balances of all the OP SAFTs then outstanding. No amendment or waiver effected in accordance with this Section (h) shall be binding upon each holder of OP SAFTs then outstanding, each future holder of the OP SAFTs, and the Company, unless such amendment or waiver does apply to all holders of OP SAFTs in the same fashion.
   9. This OP SAFT, and all rights and obligations hereunder, will be governed by and construed in accordance with the laws of [JURISDICTION], without regard to the conflicts of law provisions of such jurisdiction, and the federal courts of the Delaware [JURISDICTION] are shall have exclusive jurisdiction to settle any dispute arising in connection with this OP SAFT.

**Exhibit A**

THE INVESTOR UNDERSTANDS AND EXPRESSLY ACCEPTS THAT THE TOKENS WILL BE CREATED AND DELIVERED TO THE INVESTOR AT THE SOLE RISK OF THE INVESTOR ON AN “AS IS” AND “UNDER DEVELOPMENT” BASIS. NEITHER THE COMPANY NOT THE TOKEN ISSUER MAKES ANY WARRANTY WHATSOEVER WITH RESPECT TO THE TOKENS, INCLUDING ANY (I) WARRANTY OF MERCHANTABILITY; (II) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (III) WARRANTY OF TITLE; OR (IV) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE. EXCEPT AS EXPRESSLY SET FORTH HEREIN, THE INVESTOR ACKNOWLEDGES THAT IT HAS NOT RELIED UPON ANY REPRESENTATION OR WARRANTY MADE BY THE COMPANY, THE TOKEN ISSUER, OR ANY OTHER PERSON ON THEIR BEHALF, INCLUDING, BUT NOT LIMITED TO, CONVERSATIONS OF ANY KIND, WHETHER THROUGH ORAL OR ELECTRONIC COMMUNICATION, OR ANY WHITE PAPER.

WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE INVESTOR ASSUMES ALL RISK AND LIABILITY FOR THE RESULTS OBTAINED BY THE USE OF ANY TOKENS AND REGARDLESS OF ANY ORAL OR WRITTEN STATEMENTS MADE BY THE COMPANY OR THE TOKEN ISSUER, BY WAY OF TECHNICAL ADVICE OR OTHERWISE, RELATED TO THE USE OF THE TOKENS.