

NOTICE TO RESIDENTS OF THE UNITED STATES

THE COMPANY REPRESENTS THAT TO ITS BEST KNOWLEDGE AND UNDERSTANDING THE OFFER AND SALE OF THESE BIPGO TOKENS DOES NOT CONSTITUTE AN OFFER AND SALE OF A SECURITY. IN CASE OF DOUBT, BE ADVISED THAT THE OFFER AND SALE OF THESE BIPGO TOKENS HAS NOT BEEN REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED (THE “*SECURITIES ACT*”), OR UNDER THE SECURITIES LAWS OF CERTAIN STATES. THESE BIPGO TOKENS 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.

NOTICE TO RESIDENTS OF CHINA

THE COMPANY REPRESENTS THAT TO ITS BEST KNOWLEDGE AND UNDERSTANDING THE OFFER AND SALE OF THESE BIPGO TOKENS DOES NOT CONSTITUTE AN OFFER AND SALE OF A SECURITY. THE BIPGO TOKENS ARE NOT BEING OFFERED OR SOLD AND MAY NOT BE OFFERED OR SOLD, DIRECTLY OR INDIRECTLY, WITHIN THE PEOPLE’S REPUBLIC OF CHINA (FOR SUCH PURPOSES, NOT INCLUDING THE HONG KONG AND MACAU SPECIAL ADMINISTRATIVE REGIONS OR TAIWAN), EXCEPT AS PERMITTED BY THE SECURITIES AND OTHER LAWS AND REGULATIONS OF THE PEOPLE’S REPUBLIC OF CHINA.

NOTICE TO RESIDENTS OF THE UNITED KINGDOM

THE COMPANY REPRESENTS THAT TO ITS BEST KNOWLEDGE AND UNDERSTANDING THE OFFER AND SALE OF THESE BIPGO TOKENS DOES NOT CONSTITUTE AN OFFER AND SALE OF A SECURITY. IN CASE OF DOUBT, BE ADVISED THAT IN THE UNITED KINGDOM THIS DOCUMENT IS BEING DISTRIBUTED ONLY TO, AND IS DIRECTED ONLY AT (AND ANY INVESTMENT ACTIVITY TO WHICH IT RELATES WILL BE ENGAGED ONLY WITH): (i) INVESTMENT PROFESSIONALS (WITHIN THE MEANING OF ARTICLE 19(5) OF THE FINANCIAL SERVICES AND MARKETS ACT 2000 (FINANCIAL PROMOTION) ORDER 2005 AS AMENDED (THE “*FPO*”)); (ii) PERSONS OR ENTITIES OF A KIND DESCRIBED IN ARTICLE 49 OF THE FPO; (iii) CERTIFIED SOPHISTICATED INVESTORS (WITHIN THE MEANING OF ARTICLE 50(1) OF THE FPO); AND (iv) OTHER PERSONS TO WHOM IT MAY OTHERWISE LAWFULLY BE COMMUNICATED. THIS DOCUMENT HAS NOT BEEN APPROVED BY AN AUTHORISED PERSON. ANY INVESTMENT TO WHICH THIS DOCUMENT RELATES IS AVAILABLE ONLY TO (AND ANY INVESTMENT ACTIVITY TO WHICH IT RELATES WILL BE ENGAGED ONLY WITH) RELEVANT PERSONS. THIS DOCUMENT IS DIRECTED ONLY AT RELEVANT PERSONS AND PERSONS WHO ARE NOT RELEVANT PERSONS SHOULD NOT TAKE ANY ACTION BASED UPON THIS DOCUMENT AND SHOULD NOT RELY ON IT. IT IS A CONDITION OF YOU RECEIVING AND RETAINING THIS DOCUMENT THAT YOU WARRANT TO THE COMPANY, ITS DIRECTORS, AND ITS OFFICERS THAT YOU ARE A RELEVANT PERSON.

THE PURCHASER HEREBY ACCEPT PRESENT OFFERING AS IS WITH ALL ITS TERMS AND CONDITIONS.

BIPGO OPERATIONS OÜ
SAFT (Simple Agreement for Future Tokens)

SAFT Series:	S1
Purchase Amount (in USD):	
Effective Date:	
Purchase Price (in USD):	0.05
Tokens Purchased:	
Vesting Schedule:	10% on August 15 th 2022 and 5% monthly from September 15 th 2022 to February 15 th 2024
Purchaser Wallet Address:	

THIS CERTIFIES THAT in exchange for the payment by the undersigned purchaser (the “**Purchaser**”) of the Purchase Amount on or about the Effective Date, BIPGO OPERATIONS OÜ, an Estonian corporation having its registered office situate at Tornimäe 7-26, 10145, Tallinn, Estonia (the “**Company**”), hereby issues to the Purchaser the right (the “**Right**”) to certain units of BIPGO TOKENS (the “**Tokens**”, “**BGO Tokens**” or “**BGO**”), subject to the terms described below. Hereinafter Company and Purchaser will together be referred to as the “**Parties**” and references to a “**Party**” will be to the relevant one of them as the context requires.

1. PREAMBLE

- 1.1. Purchaser is interested in acquiring BGO Tokens from Bipgo to be used on Bipgo Platform or for any purpose allowed by law.
- 1.2. This SAFT is issued as part of a series of SAFTs designated by the SAFT Series above and issued in a series of multiple closings to certain persons and entities.
- 1.3. All BGO Tokens acquired pursuant to this SAFT shall be transferred to Purchaser Wallet Address according to the Vesting Schedule. The Purchaser Wallet Address must be a valid address in the BNB Smart Chain (BEP20) network.
- 1.4. This SAFT is subject to Bipgo Token Sale Terms and Conditions (the “**Terms**”). The Purchaser warrants and represents to have read and accepted the Terms.
- 1.5. Purchase Amount can be transferred in:
 - a. BUSD or USDC (cryptocurrencies) to Company’s Crypto Wallet.
 - b. USD (dollars of United States of America) to Company’s Bank Account.
 - c. EUR (euros) to Company’s Bank Account.

- 1.6. SAFT S1 is limited to 2,000,000 USD of total Purchase Amounts from all buyers, this represent a total of 40,000,000 BGO Tokens on sale for this SAFT series.
- 1.7. Subject to the timely transfer and receipt of the Purchase Amount in accordance with this agreement, this SAFT will remain in full force and effect until the transactions described herein are completed. For the avoidance of doubt, the Purchase Amount will be non-refundable to the extent not explicitly set forth otherwise in this SAFT.
- 1.8. The Purchaser will execute and deliver to the Company any and all other transaction documents related to this SAFT as are reasonably requested by the Company, including verification of information required under Anti-Money Laundering and Know Your Client regulations, including any information required under applicable securities laws.
- 1.9. This SAFT will expire and terminate upon the earlier of, (i) the issuance of BGO Tokens to the Purchaser (Tokens Purchased); or (ii) the occurrence of a Dissolution Event. If there is a Dissolution Event before this SAFT expires or terminates, the Company will not reimburse any amount to the Purchaser. The sale of the BGO Tokens pursuant this SAFT is a sale of digital units that may be used solely on the Bipgo Platform.

2. DEFINITIONS

- 2.1. ***Dissolution Event***: means (i) a voluntary termination of operations of the Company, (ii) a general assignment for the benefit of the Company's creditors or (iii) any other liquidation, dissolution or winding up of the Company, whether voluntary or involuntary.
- 2.2. ***Governmental Authority***: means any nation or government, any state or other political subdivision thereof, any entity exercising legislative, judicial or administrative functions of or pertaining to government, including, without limitation, any government authority, agency, department, board, commission or instrumentality, and any court, tribunal or arbitrator(s) of competent jurisdiction, and any self-regulatory organization.
- 2.3. ***Laws***: means laws, statutes, ordinances, rules, regulations, judgments, injunctions, orders and decrees.
- 2.4. ***Person***: means individual or legal entity or person, including a government or political subdivision or an agency or instrumentality thereof.
- 2.5. ***Platform Launch***: means the bona fide public launch of Bipgo Platform as provided in <https://www.bipgo.com>.
- 2.6. ***SAFT***: means an agreement containing a future right to units of tokens purchased by Purchaser, similar in form and content to this agreement.

3. COMPANY REPRESENTATIONS

- 3.1. The Company is a corporation duly organized, validly existing and in good standing under the laws of Estonia, and has the power and authority to own, lease and operate its properties and carry on its business as now conducted.
- 3.2. The execution, delivery and performance by the Company of this SAFT is, to the Company's knowledge, within the power of the Company and, other than with respect to the actions to be taken when BGO Tokens are to be issued to the Purchaser, has been duly authorized by all necessary actions on the part of the Company. This SAFT 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 its knowledge, the Company is not in violation of (i) its current articles of association, or (ii) 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.
- 3.3. To the knowledge of the Company, the performance and consummation of the transactions contemplated by this SAFT do not and will not: (i) violate any material judgment, statute, rule or regulation applicable to the Company as currently in effect; (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.
- 3.4. To the knowledge of the Company, no consents or approvals are required in connection with the performance of this SAFT, other than: (i) the Company's corporate approvals; and (ii) any qualifications or filings under applicable securities laws.
- 3.5. The Company makes no warranties or representations and offers no guarantees whether express or implied that the BGO Tokens will confer any actual or exercisable rights of use, functionality, features, purpose or attributes in connection with the Bipgo Platform prior to the Platform Launch.
- 3.6. The Company makes no warranty whatsoever with respect to the BGO 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, purchaser acknowledges that it has not relied upon any representation or warranty made by the company, or any other person on the company's behalf.

4. PURCHASER REPRESENTATIONS

- 4.1. The Purchaser has full legal capacity, power and authority to execute and deliver this SAFT and to perform its obligations hereunder. This SAFT constitutes valid and binding obligation of the Purchaser, 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.
- 4.2. The Purchaser has been advised that BGO Tokens exchanged under this SAFT may be subject to securities regulations and that the offers and Offerings of BGO Tokens have not been registered under any country's securities laws and, therefore, cannot be resold except in compliance with the applicable country's laws.
- 4.3. The Purchaser is purchasing the BGO Tokens for its own account and not as a nominee or agent.
- 4.4. The Purchaser hereby has sufficient knowledge and experience in financial and business matters to be able to evaluate the risks and merits of its purchase of BGO Tokens and is able to bear the risks thereof. The Purchaser is aware of Company's business affairs and financial condition and has acquired sufficient information about the Company to reach an informed and knowledge decision to acquire BGO Tokens.
- 4.5. The Purchaser enters into this SAFT with the clear understanding that (i) is purchasing BGO tokens intended of being used on Bipgo Platform; and (ii) the Company may, without being obliged to, release of BGO Tokens to cryptocurrency exchanges and may integrate BGO Tokens in popular wallets for the sole purpose of promoting the exchange of its BGO Tokens by other Persons.
- 4.6. There are numerous risks involved in the development, maintenance and operation of Bipgo Platform, many of which are beyond the control of Bipgo. You are required to carefully consider the risks fully described in the Terms, in addition to other information publicly available regarding the risks generally associated with digital assets and blockchain technologies, before deciding to use, purchase or hold BGO tokens.
- 4.7. The Purchaser understands and expressly accepts that the BGO Tokens will be created and delivered to the Purchaser at the sole risk of the Purchaser on an "AS IS" and "UNDER DEVELOPMENT" basis. The Purchaser understands and expressly accepts that the Purchaser has not relied on any representations or warranties made by the Company outside of this instrument, 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 Purchaser assumes all risk and liability for the results obtained by the use of any BGO Tokens and regardless of any oral or written statements made by the Company, by way of technical advice or otherwise, related to the use of the BGO Tokens.

- 4.8. The Purchaser understands that Purchaser has no right against the Company or any other Person except in the event of the Company's breach of this SAFT or intentional fraud. The Company's aggregate liability arising out of or related to this SAFT, whether arising out of or related to breach of contract, tort or otherwise, shall not exceed the total of the amounts paid to the Company pursuant to this instrument. Neither the Company nor its representatives shall be liable for consequential, indirect, incidental, special, exemplary, punitive or enhanced damages, lost profits or revenues or diminution in value, arising out of or relating to any breach of this instrument.
- 4.9. The Purchaser understands that Purchaser bears sole responsibility for any taxes as a result of the matters and transactions the subject of this SAFT, and any future acquisition, ownership, use, Offering or other disposition of BGO Tokens held by the Purchaser. To the extent permitted by law, the Purchaser agrees to indemnify, defend and hold the Company or any of its affiliates, employees or agents (including developers, auditors, contractors or founders) harmless for any claim, liability, assessment or penalty with respect to any taxes (other than any net income taxes of the Company that result from the issuance of BGO Tokens to the Purchaser associated with or arising from the Purchaser's exchange of BGO Tokens hereunder, or the use or ownership of BGO Tokens.
- 4.10. The Purchaser's making a payment and receiving BGO Tokens under this SAFT is not unlawful or prohibited in the Purchaser's jurisdiction or in any other jurisdiction to which the Purchaser may be subject. Any contribution made under this SAFT is not derived from or related to any unlawful activities, including but not limited to money laundering or terrorist financing activities, and the Purchaser will not use the BGO Tokens to finance, engage in, or otherwise support any unlawful activities.
- 4.11. The Purchaser understands and accepts that BGO Tokens do not represent or constitute: (i) any ownership right or stake, share, equity, security, commodity, bond, debt instrument or any other financial instrument or investment carrying equivalent rights; (ii) any right to receive future revenues, profits, shares, equities, securities or any other form of participation or governance right in or relating to Bipgo; (iii) any form of money or legal tender in any jurisdiction nor do they constitute any representation of money (including electronic money); or (iv) the provision of any goods and/or services as at the date of this SAFT.

5. MISCELLANEOUS

- 5.1. This SAFT sets forth the entire agreement and understanding of the parties relating to the subject matter herein and supersedes all prior or contemporaneous disclosures, discussions, understandings and agreements, whether oral or written, between them. Any provision of this SAFT may be amended, waived or modified only upon the written consent of the Company and the holders of a majority, in the aggregate, of the Purchase Amounts paid to the Company with respect to all SAFTs outstanding at the time of such amendment, waiver or modification.

- 5.2. Any notice required or permitted under this SAFT will be deemed sufficient when sent by email to the relevant address listed on the signature page, as subsequently modified by written notice received by the appropriate party, or via other electronic communication means approved by both Parties via a confirmation email.
- 5.3. The Purchaser is not entitled, as a holder of this SAFT, to vote or receive dividends or be deemed the holder of capital stock of the Company for any purpose, nor will anything contained herein be construed to confer on the Purchaser, 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.
- 5.4. Neither this SAFT 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; and provided, further, that the Company may assign this instrument in whole, without the consent of the Purchaser, in connection with a reincorporation to change the Company's domicile.
- 5.5. If any court determines that any provision of this SAFT is invalid or unenforceable, any invalidity or unenforceability will affect only that provision and will not make any other provision of this SAFT invalid or unenforceable and this SAFT will be modified, amended, or limited only to the extent necessary to render it valid and enforceable.
- 5.6. All rights and obligations hereunder will be governed by the laws of Estonia, without regard to the conflicts of law provisions of such jurisdiction.
- 5.7. Each of the Company and the Purchaser agree to treat this instrument as a forward contract for all income tax purposes, and will not take any position on any tax return, report, statement or other tax document that is inconsistent with such treatment, unless otherwise required by a change in law occurring after the date hereof, a closing agreement with an applicable tax authority or a final non-appealable judgment of a court of competent jurisdiction.
- 5.8. The Company will not be liable or responsible to the Purchaser, nor be deemed to have defaulted under or breached this instrument, for any failure or delay in fulfilling or performing any term of this instrument, including without limitation, launching the platform or consummating the Platform Launch, when and to the extent such failure or delay is caused by or results from acts beyond the affected party's reasonable control, including, without limitation: (a) acts of God; (b) flood, fire, earthquake or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, or other civil unrest; (d) Law; or (e) action by any Governmental Authority.
- 5.9. No variation of this SAFT will be effective unless it is in writing and signed by the Parties (or their authorized representatives).

- 5.10. Nothing contained in the SAFT will be deemed to constitute either Party a partner, joint venture or employee of the other Party for any purpose.
- 5.11. If a Purchaser has a dispute with the Company, the Company and the Purchaser will attempt to resolve any such disputes through the Company's support team. If such dispute cannot be resolved through the support team, the Purchaser and the Company agree that any dispute, controversy or claim arising out of or relating to this SAFT, or the breach, termination or invalidity thereof, as well as any other dispute between the Company and the Purchaser what so ever, shall be settled by final, binding arbitration in accordance with the Rules of the Arbitration Court of the Estonian Chamber of Commerce and Industry as at present in force and the Purchaser and the Company hereby expressly waive a trial by jury and a right to participate in a class action lawsuit or class-wide arbitration. The arbitration shall be conducted by a single, neutral arbitrator, shall take place in Estonia and shall be administered by Arbitration Court of the Estonian Chamber of Commerce and Industry in the English language. The arbitrator may award any relief that a court of competent jurisdiction could award, including costs and attorneys' fees when authorized by law, and the arbitral decision may be enforced in any court. The arbitrator's award shall be final and binding and there shall be no appeal.

(Signature page follows)

SIGNATURE PAGE

IN WITNESS WHEREOF, the undersigned have caused this SAFT to be duly executed and delivered.

Company

By: _____

Name:

On behalf of:

Company Name: Bipgo Operations OÜ

Title:

Email:

Address:

Purchaser

By: _____

Name:

ID:

On behalf of:

Company name:

Title:

Email:

Address: