**FAST TOKEN ADDENDUM**

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This FAST Token Addendum (“**Addendum**”) is entered into as of the date set forth on the signature page by and between the undersigned company (“**Company**”) and the undersigned advisor (“**Advisor**”) to supplement the Founder Advisor Standard Template (“**FAST**”) entered by and between the Company and the Advisor in the past.

Definitions

Capitalized terms that are not otherwise defined in this Addendum have the following meaning.

“**Advisor Wallet**” is the following {Ethereum} network address: {WALLET ADDRESS}.

“**Company Tokens**” are Tokens issued by the Company.

“**Delivery Date**”is (1) the date when compensation of the Advisor shall be paid according to FAST, or (2) if this Addendum is signed after such date, the date of the latest signature on this Addendum, but in any case not earlier than Qualifying Token Sale.

“**Equity Tokens**” are a subset of Company Tokens issued to the Company’s directors, officers, employees, advisors, or existing equity investors of the Company.

“**Tokens**” are (1) cryptocurrencies, decentralized application tokens, protocol tokens, cryptographic digital tokens or coins, virtual currencies, blockchain-based assets or any other similar digital assets, (2) instruments or securities exchangeable, exercisable or convertible into the items in the foregoing clause (1), or (3) instruments, securities, documents, agreements, understandings, contracts or arrangements that provide for the right to receive the items in the foregoing clause (1), including without limitation “Rights to Future Tokens,” “Future Token Interests,” or “Simple Agreements for Future Tokens”.

“**Qualifying Token Sale**” means the next bona fide sale of Company Tokens in exchange for a delivery of purchase price, a contribution, or any other items of value, including other Tokens, for capital raising purposes, negotiated on an arms-length basis, primarily to third parties who are not directors, officers, employees, advisors or existing equity investors in the Company. For the avoidance of doubt, a Qualifying Token Sae shall not include (i) any “seed round allocation” of Company Tokens or rights to Company Tokens, (ii) an allocation of Company Tokens or rights to Company Tokens by the Company at no cost or at de minimis cost, (iii) an issuance of Company Tokens or rights to Company Tokens where the aggregate proceeds are less than ${1,070,000} value for all Company Tokens and rights to Company Tokens sold, (iv) the sale of Company Tokens to a digital asset exchange in connection with an initial listing or (v) direct sale of Company Tokens with Simple Agreement for Future Tokens (“**SAFT**”).

1. Token Compensation

For services described in the FAST and in addition to any compensation under the FAST, subject to the terms defined below, if a Qualifying Token Sale occurs, the Advisor is entitled to receive free of any charge that portion of the Equity Tokens equal to the ratio of (a) the number of shares of the Company’s common stock issued or issuable to the Advisor under the FAST, to (b) the total number of shares of the Company’s common stock on a fully-diluted basis (“**Advisor Tokens**”).

2. Token Delivery

2.1. On the Delivery Date, the Company shall transfer the exact number of Advisor Tokens to the Advisor Wallet free of any fees (including gas fees), subject to the limitations in Section 3 below.

3. Token Lockup

3.1. Acknowledgement. The Advisor Tokens are subject to the restrictions set forth in this Section 3 (collectively, the “**Lockup**”). The Lockup shall be applicable to the Advisor only if applied pari passu to all employees {(not including third-party contractors)}, officers, directors, stockholders, and SAFT investors of the Company. To the extent permitted by the applicable law, any waiver or termination of the Lockup by the Company shall apply pari passu to the Advisor.

3.2. Lockup. The Advisor agrees that it will not transfer any Advisor Tokens unless such transfer is in accordance with the release schedule set forth below (each such date, respectively, a “**Release Date**”):

* {33}% of the Advisor Tokens are released from the Lockup restrictions on the {sixth month} anniversary of the Qualifying Token Sale;
* {33}% of the Advisor Tokens shall be released from the Lockup restrictions on the {twelfth month} anniversary of the Qualifying Token Sale; and
* {34}% of the Advisor Tokens shall be released from the Lockup restrictions on the {eighteenth month} anniversary of the Qualifying Token Sale.

Notwithstanding the Lockup, the Advisor may stake its Advisor Tokens in accordance with the whitepaper applicable to the Tokens, available at {URL} (“**Staking Mechanism**”). The Advisor agrees that any Tokens distributed to the Advisor pursuant to the staking mechanism (the “**Staking Rewards**”) will also be subject to Lockup restrictions; provided that 100% of the Staking Rewards shall be released from the Lockup on the {eighteenth month} anniversary of the Qualifying Token Sale.

4. Miscellaneous

4.1. This Addendum 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](http://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.

4.2. This Addendum together with the FAST shall represent the entire agreement of the parties with respect to the matters set forth herein. This Addendum may not be altered, modified, or amended except by written instrument signed by the parties hereto. Nothing herein affects the continued enforceability of FAST previously executed by parties.

**SIGNATURES**

**COMPANY**

[COMPANY NAME]

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
*(signature)*

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
*(date)*

**ADVISOR**

[ADVISOR NAME]

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
*(signature)*

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
*(date)*