**SIMPLE AGREEMENT FOR FUTURE TOKENS**

**Effective Date:**

THIS AGREEMENT (hereinafter “**Agreement**”) is entered into by (hereinafter “***Consultant***”) and (hereinafter “**Company**”), made of the Effective Date set forth above, in which Company agrees that a portion of the compensation paid to Consultant shall be in the form of certain units of **Tokens** (hereinafter “***Tokens***”), subject to the terms set forth below.

**1. *Events***

(a) **Token Generating Event (“TGE”)**. Upon the TGE, the Company will automatically issue to the Consultant a number of units of the Token equal to the amount owed to Consultant for work performed under the Consulting Agreement for Foundation to be paid as follows:

***% ( percent) of the total amount invoiced to Company shall be paid to Consultant in Tokens. The amount of the Tokens at the time of payment shall be the value of the Token as determined by the Company at the TGE.***

(b) **Restricted Token**. Consultant understands and acknowledges that there may be restrictions or limitations on the Tokens when sent to him which restrictions shall be left entirely to the discretion of the Company.

2. ***Company Representations***

(a) The Company is a corporation duly organized, validly existing and in good standing under the laws of the State of .

(b) The execution, delivery and performance by the Company of this instrument is within the power of the Company. This instrument constitutes a legal, valid and binding obligation of the Company.

(c) No consents or approvals are required in connection with the performance of this instrument.

3. ***Consultant Representations***

(a) The Consultant agrees acknowledges the following:

THE SECURITIES REPRESENTED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933 (THE “***ACT***”) AND MAY NOT BE OFFERED, SOLD OR OTHERWISE TRANSFERRED, PLEDGED OR HYPOTHECATED UNLESS AND UNTIL REGISTERED UNDER THE ACT OR, IN THE OPINION OF COUNSEL SATISFACTORY TO THE ISSUER OF THESE SECURITIES, SUCH OFFER, SALE OR TRANSFER, PLEDGE OR HYPOTHECATION OTHERWISE COMPLIES WITH THE ACT.

THE SHARES REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO CERTAIN RESTRICTIONS ON TRANSFER, A RIGHT OF FIRST REFUSAL, A LOCK-UP PERIOD IN THE EVENT OF A PUBLIC OFFERING AND A REPURCHASE OPTION HELD BY THE ISSUER OR ITS ASSIGNEE(S) AS SET FORTH IN THE RESTRICTED STOCK PURCHASE AGREEMENT BETWEEN THE ISSUER AND THE ORIGINAL HOLDER OF THESE SHARES, A COPY OF WHICH MAY BE OBTAINED AT THE PRINCIPAL OFFICE OF THE ISSUER. SUCH TRANSFER RESTRICTIONS, RIGHT OF FIRST REFUSAL, LOCK-UP PERIOD AND REPURCHASE OPTION ARE BINDING ON TRANSFEREES OF THESE SHARES.

4. ***Miscellaneous***

***(***a)**Entire Agreement*.*** This instrument sets forth the entire agreement and understanding of the parties. Any provision of this instrument may be amended, waived or modified only upon the written consent of the Company and Consultant.

(b) **No Rights of Ownership/Governance**. This Agreement does not grant to Consultant any of the rights of a stockholder or governor of the Company.

(c) **Severability**. In the event any one or more of the provisions of this instrument is for any reason held to be invalid, illegal or unenforceable, 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.

(d) **Governing Law**. This Agreement will be governed in all respects by the laws of the United States of America and by the laws of the State of , without giving effect to any conflicts of laws principles that require the application of the law of a different jurisdiction.

(e) **Tax Consequences.** The Consultant shall review this Agreement with its own tax advisors regarding the federal, state, local and foreign tax consequences of the transactions contemplated by this Agreement. The Consultant is not relying on any statements or representations of the Company.

The parties have executed this Agreement as of the Effective Date.

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| Company: | Consultant: |
|  |  |
| By: | By: |
| Address: | Address: |
| Email: | Email: |