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SIMPLE AGREEMENT FOR FUTURE TOKENS

(SAFT)

between

TokenGate.io
Gotthardstrasse 26
6300 Zug
Switzerland

Company

and

John Doe erergergerg
wegewegweg
CH-8000 zuu

Purchaser

Party 1 and Party 2 individually **Party** and together **Parties**

regarding

the purchase of a right to certain units of TokenGate Tokens

Preamble

1. The Company is a Swiss corporation according to Article 620 et seqq. of the Swiss Code of Obligations (**CO**) with its statutory seat in Zug, Switzerland which will be active in the promotion of developments of new technologies and applications, especially in the field of new, open and decentralized software architectures. It is the aim that decentralized and open technologies will be developed, promoted and maintained. A dominating – but not exclusive focus – is set on the promotion of the development of an open-data, real-time building performance platform to benchmark and verify each building's energy, emissions and financial data and the relevant technology.
2. In exchange for the payment by the Purchaser, the Company intends to grant the Purchaser the right (**Right**) to obtain certain units of tokengate tokens (**TokenGate Token**) upon their generation.

Based on the above, the Parties hereby agree as follows:

1. Definitions

In this SAFT:

Bonus Rate means

- 1.1. for Purchase Amount of up to CHF100,000 the Bonus Rate is 100%
- 1.2. for Purchase Amount of CHF100,000 or above the Bonus Rate is 150%

CHF means Swiss Francs

Dissolution Event means

- 1.1. a voluntary termination of operations of the Company;
- 1.2. a general assignment for the benefit of the Company's creditors; or
- 1.3. any other liquidation, dissolution or winding up of the Company, whether voluntary or involuntary.

Network Launch means a bona fide transaction or series of transactions, pursuant to which the Company will generate the Tokengate Tokens and allocate them to certain purchasers in selected jurisdictions to the extent legally permitted (and in line with all relevant restrictions) in a publicized product launch.

Purchase Amount means the amount of CHF or BTC or ETH paid by the Purchaser to the Company. Payments in Ether or Bitcoin shall be converted to CHF at the Applicable Exchange Rate (as defined in Section 6.2 of this SAFT).

SAFT means an agreement containing a future right to units of Tokengate Tokens purchased by purchasers, similar in form and content to this agreement, whereby a significant portion of the amounts raised under the SAFTs is to be used to fund the Company's development of a decentralized blockchain-based and open-data Initial Coin Offering (ICO) platform for founders and startups who want to meet all security and regulatory requirements for the token sale of their project.

Token Allocation Amount shall mean the Purchase Amount in CHF divided by the Token Price multiplied by (1 + Bonus Rate). [example: if a bona fide purchaser pays CHF100'000, the number of tokens allocated is 25'000'000 Tokengate. (CHF100'000/CHF0.01)*(1+150%)]

Token PRICE: 1 Tokengate Token = CHF 0.01

2. Purchase of Tokengate Tokens

This certifies that in exchange for the Purchase Amount paid by the Purchaser on or about 2018-07-24, the Company hereby grants to the Purchaser the Right to a

number of units of the Tokengate Tokens upon the next Network Launch following the date of this SAFT, subject to the terms set forth in this SAFT.

3. **Events**

3.1. **Network Launch**

3.1.1.

If there is a Network Launch before the expiration or termination of this instrument, the Company will automatically issue to the Purchaser a number of units of the Tokengate Token equivalent to the Token Allocation Amount.

3.1.2.

In connection with and prior to the issuance of Tokengate Tokens by the Company to the Purchaser pursuant to this Section 3.1:

3.1.2.1.

The Purchaser shall execute and deliver to the Company any and all other transaction documents related to this SAFT, including either verification of accredited investor status according to the U.S. Securities Act of 1933 as amended (**U.S. Securities Act**) or any similar act or regulation in any other jurisdiction with similar restrictions, or non-U.S. person status under the applicable securities laws plus either (a) qualified investor status according to Swiss financial market regulations for residents of Switzerland, or (b) qualified investor status according to the Directive 2003/71/EC (**Prospectus Directive**) for residents of the European Union respectively the European Economic Area, or (c) analogous verification of an equivalent investor status under the laws of the Purchaser's resident (or nationality, if applicable);

3.1.2.2.

The Purchaser will provide the Company with the documents reasonably requested by the Company to fulfil its documentation requirements under any applicable customer due diligence (**CDD**), know your customer (**KYC**) and anti-money laundering (**AML**) regulations or requirements and

3.1.2.3.

The Purchaser will provide to the Company a network address in order to allocate the Tokengate Tokens to the Purchaser upon the Network Launch.

3.2. **Dissolution Event**

If there is a Dissolution Event before this instrument expires or terminates, the

Company will pay an amount equal to the amount the Purchaser has paid to the Company, either in CHF, Ether or Bitcoin at the sole discretion of the Company. If immediately prior to the consummation of the Dissolution Event, the assets of the Company that remain legally available for payment to the Purchaser and all holders of all other SAFTs (**Dissolving Purchasers**), as determined in good faith by the Company's board of directors, are insufficient to permit the payment to the Dissolving Purchasers of their respective Purchase Amounts, then the remaining assets of the Company legally available for distribution, following all distributions to the holders of the Company's preferred stock, will be distributed with equal priority and pro rata among the Dissolving Purchasers in proportion to the Purchase Amounts they would

otherwise be entitled to receive pursuant to this Section 3.2. Any distributed amounts shall be in CHF, Ether, or Bitcoin, at the sole discretion of the Company.

3.3. **Termination**

This instrument will expire and terminate upon the earlier of (i) the issuance of Tokengate

Tokens to the Purchaser pursuant to Section 3.1; (ii) the payment, or setting aside for payment, of amounts due to the Purchaser pursuant to Section 3.2; and (iii) 30 November 2018 (**Deadline Date**), if the Network Launch has not occurred as of such date; provided that the Company shall have the right to extend the Deadline Date by one hundred and twenty (120) days, in its sole discretion.

4. **Company Representations**

4.1.

The Company is a Company duly organized, validly existing and in good standing under the laws of Switzerland, and has the power and authority to own and operate its assets and rights and carry on its activities as now conducted.

4.2.

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 Tokengate Tokens are to be issued to the Purchaser, 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 articles of incorporation, (ii) any material statute, rule or regulation applicable to the Company, or (iii) any material 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.

4.3.

To the knowledge of the Company, the performance and consummation of the transactions contemplated by this instrument do not and will not:

- 4.3.1. violate any material judgment, statute, rule or regulation applicable to the Company;
- 4.3.2. result in the acceleration of any material contract to which the Company is a party or by which it is bound; or
- 4.3.3. 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 or its activities.

4.4.

No consents or approvals are required in connection with the performance of this instrument, other than:

- 4.4.1. the Company's corporate approvals; and
- 4.4.2. any qualifications or filings under applicable securities laws.

4.5.

To its knowledge, the Company owns or possesses (or can obtain on commercially reasonable terms) sufficient legal rights to all patents, trademarks, service marks, trade names, copyrights, trade secrets, licenses, information, processes and other intellectual property rights necessary for its activities as now conducted and as currently proposed to be conducted, without an infringement of the rights of others.

5. Purchaser Representations

5.1.

The Purchaser has full legal capacity, power and authority to execute and deliver this instrument and to perform its obligations hereunder. This instrument 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.

5.2.

The Purchaser has been advised that this instrument could in certain jurisdictions qualify as a security and that the offers and sales of this instrument have not been, and will not be, registered under any jurisdiction's securities or similar laws and, therefore, cannot be resold except in compliance with the applicable jurisdiction's laws. The Purchaser is purchasing this instrument for its own account for investment, not as a nominee or agent, and not with a view to, or for resale in connection with, the distribution thereof, and the Purchaser has no present intention of selling, granting any participation in, or otherwise distributing the same. The Purchaser has such knowledge and experience in financial and business matters that the Purchaser is capable of evaluating the risks and merits of such investment, is able to incur a complete loss of such investment without impairing the Purchaser's financial condition and is able to bear the economic risk of such investment for an indefinite period of time.

5.3.

The Purchaser enters into this SAFT with the predominant expectation that he, she or it, as the case may be, will profit upon the successful development of the Tokengate Platform following the Platform Launch arising from the efforts of the Company and its employees to develop and market the Tokengate Platform.

5.4.

The Purchaser acknowledges that a Token Sale Document determining the functions, rights, claims, risks etc. of Tokengate Tokens is going to be distributed not earlier than before or with the Network Launch. He, she or it further acknowledges that it will have to agree with such Token Sale Document in order to receive Tokengate Tokens although this SAFT is considered by the Parties as private sale of Tokengate Tokens.

6. Procedures for Purchase of Rights and Valuation of Purchase Amount.

6.1.

The Company will accept payment for the Right purchased under this SAFT in CHF, Ether or Bitcoin, subject to the prior compliance with the requirements in sec. 3.1.2 ii. The Purchaser shall make the required payment to the Company in consideration for Purchaser's purchase of the Right pursuant to the SAFT through the procedures set forth on Exhibit A hereof.

6.2.

For purposes of this instrument, the value of the Purchase Amount shall be deemed in CHF whether the Purchaser pays in CHF, Ether, or Bitcoin, valued at the Applicable Exchange Rate of CHF for Ether, or Bitcoin. The term **Applicable Exchange Rate** shall mean the daily closing price of Ether, or Bitcoin according to Finanzen.ch <http://www.finanzen.ch/devisen/kryptowaehrungen> of the day that the Company has received the Purchase Amount or the day following the day that the Company has received the Purchase Amount.

7. Miscellaneous

7.1. Consultancy Fees and Transaction Costs

Each Party will bear its own expenses incurred in connection with this SAFT (including fees and disbursements of legal counsels, expenses related to services provided by professional advisors, intermediaries, etc.).

7.2. Taxes

Unless specifically provided for otherwise in this SAFT (in particular regarding guarantees and warranties), each Party shall bear the direct and indirect taxes and duties charged by any authorities to such Party.

7.3. Confidentiality

The Parties agree to keep the content of this SAFT confidential and undertake not to disclose any information relating to it to third parties without the explicit prior approval of the other Party. Legal and supervisory or regulatory disclosure obligations as well as disclosure for the enforcement of claims arising out of or in connection with this SAFT remain reserved.

7.4. Entire Agreement

This instrument 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. This instrument is one of a series of similar instruments entered into by the Company from time to time.

7.5. Amendments and Supplements

Any provision of this instrument may be amended, supplemented, 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, supplement, waiver or modification.

7.6. No Equity Related or Similar Rights

7.7.

The Purchaser is not entitled, as a holder of this instrument, to vote or receive dividends or be deemed the holder of capital stock, shares, or similar equity related or other rights (including debt) of any kind whatsoever 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 an equity or debt holder of the Company or any right to vote for the election of board members or upon any matter submitted to any equity or debt holders, whether at any meeting of the Company or otherwise, or to give or withhold consent to any corporate action or to receive notice of meetings, or to receive subscription rights or otherwise.

7.8. Notices

7.8.1.

Notices or declarations vis-à-vis the other Party in connection with this SAFT are effectively transmitted if delivered by e-mail, registered mail or

by courier at the address set forth below or at such other address as may be designated in writing. A term is met under this SAFT provided the notice is sent on the last day of such term at the very latest.

Company: Tokengate.io AG
Gotthardstrasse 26
6300 Zug
Switzerland
e-mail: info@tokengate.io

Purchaser: John Doe erergergerg
wegewgewweg
CH-8000 zuu
e-mail: cedric.walter+33@gmail.com

7.8.2.

Any changes of the addresses above shall be immediately communicated to the other Party in the manner provided for here above.

7.9. Severability Clause

The provisions of this SAFT shall be construed so as to be valid and enforceable according to applicable law. Should any provision hereof be unenforceable or invalid according to applicable law, it shall only be unenforceable or void to the extent of such unenforceability or invalidity and shall for the remaining be replaced by a valid and enforceable provision which shall satisfy the legal and economic meaning/result of the ineffective provision. The remaining provisions of this SAFT remain binding and in full force. The same shall apply to any gap in this SAFT.

7.10. Non-Tradeability, Non-Transferability and Prohibition of Assignment

The Parties acknowledge that this SAFT and/or any of their rights and obligations under this SAFT is/are non-tradeable and non-transferable. In particular, the Parties may not assign or delegate, in whole or in part, either this SAFT or any of their rights and obligations under this SAFT. Any such assignment or delegation performed shall be null and void.

7.11. Governing Law and Jurisdiction

7.11.1.

This SAFT shall be governed by and construed in accordance with the substantive laws of Switzerland, to the exclusion of the principles of conflicts of laws thereof.

Any dispute, controversy or claim arising out of or in relation to this SAFT or future noncontractual claims including the validity, invalidity, enforceability, interpretation, execution, breach, modification or termination thereof, shall be submitted to the exclusive jurisdiction of the courts of Zug.

Exhibit A: Procedures for Purchase of Rights

The Purchaser shall provide the following documentation/information to the Company:

8. Duly signed SAFT, including the information regarding the Purchase Amount in Section 1, date of purchase/agreement in Section 2, Purchaser's name, address and e-mail address on the cover page and in Section 7.7 and place, date and Purchaser's name on the signature page;
9. Copy of passport or government issued ID with clearly identifiable picture;
10. Proof of residence: Third party document providing proof of residence of Purchaser (e.g. utility bill, credit card bill, government issued letter);
11. Applicable form regarding the declaration of beneficial ownership and, if applicable, entity information, duly signed and dated by the Purchaser:
 12. Form K if the Purchaser is an operating legal entity;
 13. Form T if the Purchaser is a trust;
 14. Form S if the Purchaser is a foundation;
 15. Form A if the operating legal entity, the trust or the foundation is holding the assets for a third person and in all other cases
16. Purchaser Contact Information

Once the above information is complete and has been received by the Company, and/or its representative, each Purchaser will be asked to complete a live video identification, which is required by KYC, CDD and AML regulations. This identification will be scheduled and carried out by a specialized third party provider. The Company reserves the right to request additional documentation/information at any time in its full discretion.

Once the live video identification has been successfully completed and the Company has received all documentation/information required, the Company will submit further instructions for the payment of the Purchase Price, in particular the Company's bank account number.