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## **NOTICE TO RESIDENTS OF CHINA**

THE RIGHTS 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 SPECIAL ADMINISTRATIVE REGION 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**

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 (ALL SUCH PERSONS TOGETHER BEING REFERRED TO AS "RELEVANT PERSONS").

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.

## **NOTICE TO RESIDENTS OF OTHER JURISDICTIONS**

THE RIGHTS ARE ONLY BEING OFFERED IN CIRCUMSTANCES UNDER WHICH NO REGISTRATION OR DISCLOSURE IS REQUIRED. ANY OFFER OF THE RIGHTS DOES NOT PURPORT TO BE AN OFFER OF THE RIGHTS IN CIRCUMSTANCES UNDER WHICH REGISTRATION OR DISCLOSURE IS REQUIRED. THIS DOCUMENT IS NOT A DISCLOSURE DOCUMENT FOR THE PURPOSES OF ANY SECURITIES LAW AND HAS NOT BEEN LODGED WITH ANY GOVERNMENTAL AUTHORITY.

THIS DOCUMENT IS PROVIDED ONLY FOR USE BY QUALIFYING PERSONS FOR WHOM REGISTRATION OR A DISCLOSURE DOCUMENT IS NOT REQUIRED IN ANY JURISDICTION. BY ACCEPTING THIS DOCUMENT, YOU EXPRESSLY ACKNOWLEDGE AND REPRESENT THAT YOU ARE SUCH A PERSON.

ANY PERSON TO WHOM THE RIGHTS ARE ISSUED MUST NOT, WITHIN 12 MONTHS AFTER THE ISSUE, OFFER, TRANSFER OR ASSIGN THAT RIGHT EXCEPT IN CIRCUMSTANCES WHERE REGISTRATION OR DISCLOSURE IS NOT REQUIRED.

**ZUACOINS**, a product of  
**EZYBONDS INC**

**SAFT**  
**(Simple Agreement for Future Tokens)**

**SAFT Series: ONE**

**THIS CERTIFIES THAT** in exchange for the payment by you (the “**Purchaser**”) of the Purchase Amount on the date of your SAFT acceptance (the “**Effective Time**”), Ezybonds Inc, a Cook Islands company (the “**Company**”), issues to the Purchaser the right (the “**Right**”) to certain units of Zucoins (the “**Token**”), subject to the terms set forth below.

This agreement 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. All Tokens acquired pursuant to this agreement shall be subject to the Use Restriction. The Tokens shall vest and cease to be subject to the Use Restriction in equal portions as each block of Tokens are mined following the Launch, such that all Tokens acquired pursuant to this agreement shall be fully vested at the end of the Vesting Period (as measured starting from the Launch). You will be able to view your vested Tokens at any time in the manner provided by the Company. “**Use Restriction**” means the general prohibition on the Purchaser’s ability to sell, transfer, spend, exchange or otherwise make use of the Tokens on the Zucoin Platform until such Tokens are vested as provided herein.

**1. Events**

(a) **Launch**. If there is a Launch before the expiration or termination of this instrument, the Company will issue to the Purchaser a number of units of the Token equal to the Purchase Amount divided by the lower of the Purchase Price or, if applicable, the Discount Price.

In connection with, as a condition to, and prior to the issuance of Tokens by the Company to the Purchaser pursuant to this Section 1(a):

(i) The Purchaser will execute and deliver to the Company any and all other transaction documents related to this agreement as are reasonably requested by the Company, including verification of accredited investor status (or verification of similar status for the relevant jurisdiction) under any applicable securities Laws; and

(ii) The Purchaser will provide to the Company a network address to which Purchaser's Tokens will be sent after the Launch.

(b) **Dissolution Event**. If there is a Dissolution Event before this instrument expires or terminates, the Company will pay an amount equal to the Purchase Amount (the “**Returned Purchase Amount**”), due and payable to the Purchaser immediately prior to, or concurrent with, the consummation of the Dissolution Event, to the extent funds are available.

(c) **Termination**. This instrument will expire and terminate upon the earlier of (i) the issuance of Tokens to the Purchaser pursuant to Section 1(a); (ii) the payment, or setting aside for payment, of amounts due to the Purchaser pursuant to Section 1(b); or (iii) April 30<sup>th</sup>,

2018 (the “**Deadline Date**”), if the Launch has not occurred as of such date; provided that, the Company shall have the right to extend the Deadline Date, in its sole discretion; provided, that in the case of (iii), the Company shall have the obligation to repay to the Purchasers the aggregate amount of all Purchase Amounts.

## 2. **Definitions**

“**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.

“**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 organisation.

“**Launch**” refers to the completion of the development and release of the Zucoin Blockchain Services to be made available on the Zucoin Platform.

“**Laws**” means laws, statutes, ordinances, rules, regulations, judgments, injunctions, orders and decrees.

“**Person**” means individual or legal entity or person, including a government or political subdivision or an agency or instrumentality.

“**Zucoin Blockchain Service**” refers to the fully functioning Blockchain service to be developed and made available on the Zucoin Platform.

“**Zucoin Platform**” means the Company Zukaz App development, e-wallet, Splitcrypton and management platforms.

## 3. **Company Representations**

(a) The Company is a corporation duly organized, validly existing and in good standing under the Laws of Cook Islands, and has the power and authority to own, lease and operate its properties and carry on its business as now conducted.

(b) The execution, delivery and performance by the Company of this instrument is, to the Company’s knowledge, within the power of the Company and, other than with respect to the actions to be taken when 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 certificate of incorporation or bylaws, 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, individually, or together with

all such violations, could reasonably be expected to have a material adverse effect on the Company.

(c) THE COMPANY MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE TOKENS, INCLUDING ANY (i) WARRANTY OF MERCHANTABILITY; (ii) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (c) WARRANTY OF TITLE; OR (iii) 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 IN THIS INSTRUMENT, AND THE 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***

(a) The Purchaser has full legal capacity, power and authority to execute and deliver this instrument and to perform its obligations under it. This instrument constitutes a 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.

(b) The Purchaser has been advised that this agreement may constitute a security and that the offers and sales of this agreement have not been registered under any country's securities Laws and, therefore, cannot be resold except in compliance with the applicable country's Laws. The Purchaser is purchasing the Right for its own account, 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 merits and risks of this agreement, is able to incur a complete loss of any amounts paid to the Company under this agreement without impairing the Purchaser's financial condition and is able to bear the economic risks associated with entering into this agreement for an indefinite period of time.

(c) The Purchaser enters into this agreement with the predominant expectation that (i) he, she or it, as the case may be, may benefit upon the successful Launch arising from the Zucoin Platform, the Launch and related sale of the Tokens; and (ii) the Company will make actual delivery of the tokens to the Purchaser upon the Launch.

(d) The Purchaser has sufficient knowledge and experience in business and financial matters to be able to evaluate the risks and merits of its purchase of, and is able to bear the risks associated with, this agreement and the Tokens. The Purchaser has acquired sufficient information about the Company to reach an informed and knowledgeable decision to enter into this agreement. The Purchaser understands that the Tokens involve risks, all of which the Purchaser fully and completely assumes, including, but not limited to, the risk that (i) the technology associated with the Zucoin Blockchain Service will not function as intended; (ii) the Zucoin Blockchain Service and Launch will not be completed; (iii) the Launch will fail to attract sufficient interest from key stakeholders; and (iv) the Company and/or the Zucoin Blockchain Service may be subject to investigation and punitive actions from Governmental Authorities. The Purchaser understands and expressly accepts that the

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 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 TOKENS.

(e) The Purchaser understands that the Purchaser has no right against the Company or any other Person except in the event of the Company’s breach of this agreement or intentional fraud. THE COMPANY’S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT 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 AGREEMENT. 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 AGREEMENT.

(f) The Purchaser understands that the Purchaser bears sole responsibility for any taxes as a result of the matters and transactions the subject of this agreement, and any future acquisition, ownership, use, sale or other disposition of 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 Tokens to the Purchaser pursuant to Section 1(a) of this agreement) associated with or arising from the Purchaser’s purchase of Tokens under this agreement, or the use or ownership of Tokens.

##### **5. Procedures for Purchase of Rights and Valuation of Purchase Amount.**

(a) The Company will accept payment for the Right under this agreement in U.S. dollars, Bitcoin, Ether and Litecoin. The Purchaser shall make the required payment to the Company in consideration for the Purchaser’s purchase of the Right through the procedures notified to the Purchaser by the Company in writing.

(b) For purposes of this agreement, the value of the Purchase Amount shall be deemed in U.S. dollars whether the Purchaser pays in Bitcoin, Ether and Litecoin, valued at the Applicable Exchange Rate for Bitcoin, Ether and Litecoin. The term “**Applicable Exchange Rate**” shall mean the volume-weighted average hourly price of Bitcoin, Ether and Litecoin across exchanges chosen at the Company’s discretion in the one hour preceding the Effective Time; provided, however, that in the event that such exchanges experience technical issues in such period that affect the accuracy of the volume-weighted average price, the Company will use its reasonable best efforts to determine the volume-weighted average price of Bitcoin, Ether and Litecoin for such period.

## 6. *Miscellaneous*

(a) This agreement is the entire agreement and understanding of the parties relating to its subject matter and supersedes all prior or contemporaneous disclosures, discussions, understandings and agreements, whether oral or written, between them. This agreement is one of a series of similar agreement entered into by the Company from time to time. Any provision of this agreement 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 Series ONE SAFTs outstanding at the time of such amendment, waiver or modification.

(b) Any notice required or permitted by this agreement 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.

(c) Nothing in this agreement entitles the Purchaser to vote or receive dividends or be deemed the holder of capital stock of, or shares in, the Company for any purpose, nor will anything contained in this agreement be construed to confer on the Purchaser, as such, any of the rights of a stockholder or shareholder 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.

(d) Neither this agreement nor the rights contained in it 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 agreement in whole, without the consent of the Purchaser, in connection with a reincorporation to change the Company's domicile or otherwise at the Company's discretion.

(e) In the event any one or more of the provisions of this agreement 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 agreement operate or would prospectively operate to invalidate this agreement, 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 agreement and the remaining provisions of this agreement will remain operative and in full force and effect and will not be affected, prejudiced, or disturbed thereby.

(f) All rights and obligations hereunder will be governed by the Laws of Cook Islands.

(g) Each of the Company and the Purchaser agree not to treat this agreement as a forward contract for any tax purpose, 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 of this instrument, a closing agreement with an applicable tax authority or a final non-appealable judgment of a court of competent jurisdiction.

(h) The Purchaser shall, and shall cause its affiliates to, execute and deliver such additional documents, instruments, conveyances and assurances and take such further actions

as may be reasonably requested by the Company to carry out the provisions of this agreement and give effect to the transactions contemplated by this agreement, including, without limitation, to enable the Company or the transactions contemplated by this agreement to comply with applicable Laws.

(i) The Company shall not be liable or responsible to the Purchaser, nor be deemed to have defaulted under or breached this agreement, for any failure or delay in fulfilling or performing any term of this agreement, including without limitation, launching the Zucoin Blockchain Service or consummating the 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.

(j) By selecting the "**I Accept**" button, the Purchaser is signing this agreement electronically. The Purchaser agrees that an electronic signature is the legal equivalent of the Purchaser's manual signature on this agreement. By selecting "I Accept" the Purchaser consents to be legally bound by this agreement's terms and conditions. The Purchaser further agrees that the use of a key pad, mouse or other device to select an item, button, icon or similar act/action, or to otherwise provide the Company with instructions, or in accessing or making any transaction regarding any agreement, acknowledgement, consent terms, disclosures or conditions constitutes the Purchaser's signature (the "**E-Signature**"), acceptance and agreement as if actually signed by the Purchaser in writing. The Purchaser also agrees that no certification authority or other third party verification is necessary to validate the E-Signature and that the lack of such certification or third party verification will not in any way affect the enforceability of the E-Signature or any resulting contract between the Purchaser and the Company.

(k) The Purchaser specifically agrees to receive and/or obtain any and all Company related "**Electronic Communications**". The term "Electronic Communications" includes, but is not limited to, any and all current and future notices and/or disclosures that various federal and/or state laws or regulations require that the Company provides, as well as such other documents, statements, data and any other records. The Purchaser acknowledges that, for the Purchaser's records, the Purchaser is able to use and retain Electronic Communications by printing and/or downloading and saving this agreement and any other agreements and Electronic Communications, documents, or records that the Purchaser agrees to the use of the E-Signature. The Purchaser accepts Electronic Communications provided by the Company as reasonable and proper notice, for the purpose of any and all laws, rules, and regulations, and agree that such electronic form fully satisfies any requirement that such communications be provided to the Purchaser in writing or in a form that the Purchaser may keep.

(l) A valid email address is required from the Purchaser in order for the Purchaser to obtain and use the Zucoin Blockchain Services. The Purchaser agrees to keep the Company informed of any changes in the email address of the Purchaser. It is the responsibility of the Purchaser to check for Electronic Communications and to check for updates to this Agreement.

(m) This Agreement supplements and modifies other agreements that the Purchaser may have with the Company. To the extent that this Agreement and another agreement contain conflicting provisions, the provisions in this agreement will prevail.



(n) It is recommended that the Purchaser prints a copy of this Agreement for future reference.