

THIS SIMPLE AGREEMENT FOR FUTURE TOKENS ("SAFT") HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"), OR UNDER THE SECURITIES LAWS OF CERTAIN STATES. THIS SAFT 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. THE ISSUER OF THIS SAFT MAY REQUIRE AN OPINION OF COUNSEL REASONABLY SATISFACTORY TO THE ISSUER THAT SUCH OFFER, SALE OR TRANSFER, PLEDGE OR HYPOTHECATION OTHERWISE COMPLIES WITH THE ACT AND ANY APPLICABLE STATE SECURITIES LAWS.

Fanbase Exchange Co.
SAFT
(Simple Agreement for Future Tokens)

THIS CERTIFIES THAT in exchange for the payment by _____ (the "Investor") of \$_____, being the legal currency and tender of the United States of America) (the "Purchase Amount") on or about _____, Fanbase Exchange Co. a Pennsylvania S Corporation (the "Company"), hereby issues to the Investor Regulation D 506(c) compliant cryptographic Tokens (the "Token(s)"), issued by the Company, subject to the terms set forth below and in the Fanbase Exchange Co. Private Placement Memorandum.

The "**Valuation Cap**" is _____.

The "**Discount Rate**" is _____.

The "**Purchase Price**" is _____.

The "**Number of Tokens**" is _____.

The "**Vesting Period**" is _____.

See Section 2 for certain additional defined terms.

1. Events

(a) **Token Generation Event.** On the Initial Token Generation Date, before the expiration or termination of this Agreement, the Company will automatically issue to the Investor a number of Tokens equal to the Investment divided by the Price; provided that, in connection with and prior to the issuance of Tokens by the Company to the Investor pursuant to this Section 1(a):

(i) The Investor will execute and deliver to the Company any and all other transaction documents related to this Agreement, including but not limited to the Purchase Agreement attached hereto as Appendix A; and

(ii) The Investor will provide to the Company an Ether Token wallet address for the Ethereum platform to which the Company may deliver Tokens during the anticipated Token Generation Event. For the avoidance of doubt the public wallet address must be under the direct or indirect control of the Investor and shall not be under the direct or indirect control of any third-party.

(b) **Dissolution Event.** If there is a Dissolution Event before this instrument expires or terminates, and to the extent funds are available from the proceeds of all Investments, the Company will pay an amount equal to the Investment (the “Returned Investment”), due and payable to the Investor immediately prior to, or concurrent with, the consummation of the Dissolution Event. For the avoidance of doubt, funds from business operations of the Company other than the offer and sale of this Agreement shall not be available for Returned Investments. Where the amount of funds available for Returned Investments is less than that which would be required to make Returned Investments to all Investors, the Company will make Returned Investments to the Pre-Sale Class of Investors before all other Investors. Any distributed amounts shall be in U.S. Dollars.

(c) **Termination.** This instrument will expire and terminate (without relieving the Company of any obligations arising from a prior breach of or non-compliance with this Agreement) upon either (i) the issuance of Tokens to the Investor pursuant to Section 1(a); or (ii) the payment, or setting aside for payment, of amounts due the Investor pursuant to Section 1(b).

(d) **Vesting.** The Tokens delivered pursuant to this Agreement are subject to the Use Restriction until such Tokens have vested pursuant to the vesting schedule attached hereto as Schedule I.

2. Definitions

“**Dissolution Event**” means: (i) a voluntary termination of operations; (ii) a general assignment for the benefit of the Company’s creditors; (iii) the failure of the Company to hold a Network Launch within three (3) years from Date: _____; or (iv) any other liquidation, dissolution or winding up of the Company, whether voluntary or involuntary. For the avoidance of doubt, a change of control or an initial public offering will not constitute a Dissolution Event.

“Token Generation Date” means the first date of the Company’s Token Generation Event.

“Token” the cryptographic Token the Company will provide to accredited investors.

“Network Launch” means the first date on which the Tokens issued during the Initial Token Generation Event can be used to engage in transactions on the Network as more fully described in the SAFT Term Sheet.

“Offering” means the multi-round offer and sale of the Agreement, pursuant to the schedule set forth in the SAFT Term Sheet

“Price” means the price per Token to be delivered by the Company to the Investor at or around the time of the Initial Token Generation Date. The Price will conform to the terms set forth in the SAFT Term Sheet.

“SAFT” means an instrument containing a future right to receive units of tokens, similar in form and content to this Agreement, purchased by Investors for the purpose of funding the Company’s business operations. The Company, before any Tokens are issued, shall file a Form D notice with the United States Securities Exchange Commission.

“Subsequent Agreement” means a SAFT the Company may issue after the issuance of this Agreement but prior to the Network Launch with the principal purpose of raising capital. This definition excludes: (i) Tokens issued pursuant to any employee incentive or similar plan of the Company; *provided that*, an instrument substantially similar to or the same as this Agreement may be used in connection with such plan; (ii) Tokens issued or issuable to third party service providers or others in connection with the Network Launch or the provision of goods or services to the Company; (iii) Tokens issued or issuable in connection with sponsored research, collaboration, technology license, development, OEM, marketing or other similar agreements or strategic partnerships; and (iv) any convertible securities issued by the Company.

“Use Restriction” means the general prohibition on the Investor’s ability to sell, transfer, spend, exchange or otherwise make use of the Tokens on the Network until such Tokens are vested as provided in the vesting schedule attached hereto as Schedule I.

3. No “MFN” Amendment Rights. The Company will offer and sale Agreements in multiple rounds and on different terms. If the company issues a Subsequent Agreement prior to the termination of this Agreement, the Company is under no obligation to provide the Investor with written notice thereof, copies of any documentation relating to such Subsequent Agreement, or any additional information related to such Subsequent Agreement, whether or not reasonably

requested by the Investor. For the avoidance of doubt, in the event the Investor determines that the terms of the Subsequent Agreement are preferable to the terms of this Agreement, the Company is under no obligation to amend and restate this Agreement to be identical to the instrument(s) evidencing the Subsequent Agreement.

4. Company Representations

(a) The Company is a limited liability company duly organized, validly existing and in good standing under the laws of the state of its incorporation, 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 Agreement is 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 Investor, 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, (ii) any material statute, rule or regulation applicable to the Company or (iii) 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.

(c) The performance and consummation of the transactions contemplated by this Agreement do not and will not: (i) violate any material judgment, statute, rule or regulation applicable to the Company; (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.

(d) No consents or approvals are required in connection with the performance of this Agreement, other than: (i) the Company's corporate approvals; and (ii) any qualifications or filings under applicable securities laws.

(e) 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 business as now conducted and as currently proposed to be conducted, without any conflict with, or infringement of the rights of, others.

(f) The Company incorporates and restates in this Agreement by reference all representations and warranties made by the Company contained in the Purchase Agreement attached hereto as Appendix A.

5. Investor Representations

(a) The Investor has full legal capacity, power and authority to execute and deliver this Agreement and to perform its obligations hereunder. This Agreement constitutes a valid and binding obligation of the Investor, 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 Investor is: (i) an accredited Investor as such term is defined in Rule 501 of Regulation D under the Securities Act; (ii) an eligible person listed under Rule 701(c) of the Securities Act; or (iii) not a U.S. person within the meaning of Rule 902 of Regulation S under the Securities Act. The Investor has been advised that this Agreement is a security that has not been registered under the Securities Act, or any state securities laws and, therefore, cannot be resold unless registered under the Securities Act and applicable state securities laws or unless an exemption from such registration requirements is available. The Investor is purchasing this security 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 Investor has no present intention of selling, granting any participation in, or otherwise distributing the same. The Investor has such knowledge and experience in financial and business matters that the Investor is capable of evaluating the merits and risks of such investment, is able to incur a complete loss of such investment without impairing the Investor's financial condition, and is able to bear the economic risk of such investment for an indefinite period of time. The Investor further represents that it has been provided the opportunity to ask the Company questions, and where applicable, has received answers from the Company, regarding the Offering and this Agreement.

(c) The Investor incorporates and restates in this Agreement by reference all representations and warranties made by the Purchaser contained in the Purchase Agreement attached hereto as Appendix A. The Investor further represents that it has read the Purchase Agreement, understands and agrees to be bound by its terms, and has been provided the opportunity to ask the Company questions, and where applicable, has received answers from the Company, regarding the Purchase Agreement.

(d) The Investor agrees to be bound by any affirmation, assent or agreement that it transmits to the Company or the Company's affiliates by computer or other electronic device, including internet, telephonic and wireless devices, including, but not limited to, any consent it gives to receive communications from the Company or any of the Company's affiliates solely through electronic transmission. The Investor agrees that when it clicks on an "I Agree," "I Consent," or other similarly worded button or entry field with its mouse, keystroke or other device, the Investor's agreement or consent will be legally binding and enforceable against it and will be the legal equivalent of its handwritten signature on an agreement that is printed on paper. The Investor agrees that the Company and any of the Company's affiliates may send the Investor electronic copies of any and all communications associated with its purchase of Tokens.

6. Payment Instructions.

(a) The Company currently accepts payment in U.S. Dollars and via Wire Transfers.

7. Miscellaneous

(a) Any provision of this Agreement may be amended, waived or modified only upon the written consent of the Company and the Investor.

(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.

(c) The Investor is not entitled, as a holder of this Agreement, 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 Investor, 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.

(d) Neither this Agreement 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; *provided, however*, that this Agreement and/or the rights contained herein may be assigned without the Company's consent by the Investor to any other entity who directly or indirectly, controls, is controlled by or is under common control with the Investor, including, without limitation, any general partner, managing member, officer or director of the Investor, or any venture capital fund now or hereafter existing which is controlled by one or more general partners or managing members of, or shares the same management company with, the Investor;

and *provided, further*, that the Company may assign this Agreement in whole, without the consent of the Investor, in connection with a reincorporation to change the Company's domicile.

(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 the Commonwealth of Pennsylvania, without regard to the conflicts of law provisions of such jurisdiction.

(g) THE COMPANY DOES NOT PROVIDE THE INVESTOR WITH CONVERSION RIGHTS INTO SHARES OR OTHER EQUITY OR ANY OTHER RIGHTS WHATSOEVER, OTHER THAN THE RIGHTS SET OUT IN THIS AGREEMENT. THE COMPANY DOES NOT REPRESENT OR CONFER ANY OWNERSHIP RIGHT OR STAKE, SHARE OR SECURITY OR EQUIVALENT RIGHTS, VOTING RIGHTS OR ANY RIGHT TO RECEIVE FUTURE REVENUE SHARES, INTELLECTUAL PROPERTY RIGHTS OR ANY OTHER FORM OF PARTICIPATION IN THE COMPANY AND ITS CORPORATE AFFILIATES, OTHER THAN THE RIGHTS MENTIONED IN THIS AGREEMENT.

(h) The Company shall not be liable or responsible to the Investor, 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 Network or consummating the Network 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: (i) Acts of God; (ii) Flood, fire, earthquake or explosion; (iii) War, invasion, hostilities (whether war is declared or not), terrorist threats or acts, or other civil unrest; or (iv) Law or action by any governmental authority.

NOTICE TO RESIDENTS of European Economic Area, Singapore, Hong Kong, Japan, Russian Federation, India, People's Republic of China, Taiwan, South Korea:

DUE TO THE DIRECTIVE 2003/71/EC AND AMENDMENTS THERETO, INCLUDING THE 2010 PD AMENDING DIRECTIVE (DIRECTIVE 2010/73/EC), TO THE EXTENT IMPLEMENTED IN THE RELEVANT MEMBER STATE ("PROSPECTUS DIRECTIVE"),

WITH EFFECT FROM AND INCLUDING THE DATE ON WHICH THE PROSPECTUS DIRECTIVE IS IMPLEMENTED IN A MEMBER STATE THAT HAS IMPLEMENTED THE PROSPECTUS DIRECTIVE (“RELEVANT MEMBER STATE”), AN OFFER OF TOKENS MAY NOT BE MADE TO THE PUBLIC IN THAT RELEVANT MEMBER STATE OTHER THAN: (i) TO ANY LEGAL ENTITY WHICH IS A QUALIFIED INVESTOR AS DEFINED IN THE PROSPECTUS DIRECTIVE; (ii) TO FEWER THAN 150 NATURAL OR LEGAL PERSONS WITH REGARDS TO EACH RELEVANT MEMBER STATE (OTHER THAN QUALIFIED INVESTORS AS DEFINED IN THE PROSPECTUS DIRECTIVE), AS PERMITTED UNDER THE PROSPECTUS DIRECTIVE; OR (iii) PROVIDED THAT NO SUCH OFFER OF SECURITIES SHALL REQUIRE THE COMPANY TO PUBLISH A PROSPECTUS PURSUANT TO ARTICLE 3 OF THE PROSPECTUS DIRECTIVE. THE EXPRESSION AN “OFFER OF TOKENS TO THE PUBLIC” IN ANY RELEVANT MEMBER STATE MEANS THE PROLIFERATION OF IN ANY FORM PRESENTED COMMUNICATION AND BY ANY MEANS OF SUFFICIENT INFORMATION ON THE TERMS OF THE OFFER SO AS TO ENABLE YOU TO DECIDE TO PURCHASE OR SUBSCRIBE FOR TOKENS MAY BE VARIED IN THAT RELEVANT MEMBER STATE BY ANY MEASURE IMPLEMENTING THE PROSPECTUS DIRECTIVE IN THAT MEMBER STATE. THE COMPANY RETAINS THE RIGHT TO ASK YOU TO PROVIDE PROOF OF YOUR BEING A QUALIFIED INVESTOR. IF YOU FAIL TO PROVIDE PROOF OR YOU SURPASS THE ALLOWED NUMBER OF INVESTORS PER RELEVANT MEMBER STATE, THE COMPANY WILL NOT ALLOW YOU TO PURCHASE TOKENS AND RETURN WHATEVER FUNDS YOU HAVE USED TO PARTICIPATE TO THE ADDRESS USED. IF YOU FAIL TO COOPERATE IN THE RETURN OF THE FUNDS, THE COMPANY RETAINS THE RIGHT TO DONATE THE ASSETS TO A CHARITY AT THE COMPANY’S SOLE DISCRETION.

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VESTING SCHEDULE

[Insert Preferred Vesting Schedule for Investor]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives, as of the Effective Date.

COMPANY:

By: _____

Name: _____

Title: _____

Date: _____

INVESTOR:

By: _____

Name: _____

Title: _____

Date: _____