

THE OFFER, SALE, AND ISSUANCE OF THIS SAFT HAS NOT BEEN REGISTERED OR QUALIFIED UNDER LAWS OF ANY JURISDICTION IN THE WORLD. THIS SAFT IS BEING OFFERED, SOLD, AND ISSUED ONLY IN JURISDICTIONS WHERE SUCH REGISTRATION OR QUALIFICATION IS NOT REQUIRED, INCLUDING PURSUANT TO APPLICABLE EXEMPTIONS THAT LIMIT THE PURCHASERS WHO ARE ELIGIBLE TO PURCHASE THIS SAFT AND THAT RESTRICT ITS RESALE. NO GOVERNMENTAL AUTHORITY HAS REVIEWED THIS SAFT OR ANY RELATED DOCUMENTS OR COMMUNICATIONS OR CONFIRMED THE ACCURACY, TRUTHFULNESS, OR COMPLETENESS OF THIS SAFT OR ANY RELATED DOCUMENTS OR COMMUNICATIONS. ANY REPRESENTATION TO THE CONTRARY IS ILLEGAL. YOU ARE REQUIRED TO INFORM YOURSELF ABOUT, AND TO OBSERVE ANY RESTRICTIONS RELATING TO THIS SAFT, THE TOKENS, AND ANY RELATED DOCUMENTS AND COMMUNICATIONS IN YOUR JURISDICTION. THE TOKENS MAY NOT BE OFFERED, SOLD OR OTHERWISE TRANSFERRED, PLEDGED OR HYPOTHECATED EXCEPT AS PERMITTED UNDER APPLICABLE LAWS.

**ZYPCOIN, a product of ZYPLINE SERVICES INC.**

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

**SAFT Series: PS-1**

<b>Purchase Amount:</b>	Minimum \$50,000 up to \$500,000
<b>Purchase Price:</b>	\$ 0.20
<b>Discount Rate:</b>	40%
<b>Discount Price:</b>	\$ 0.12
<b>Number of Tokens:</b>	That number of Tokens equal to the Purchase Amount, as it may be adjusted for any Applicable Exchange Rate, divided by the Purchase Price.
<b>Restrictions:</b>	All acquired Tokens shall be subject to the Use Restriction.

THIS CERTIFIES THAT, in exchange for the payment by the undersigned purchaser (the “*Purchaser*”) of the Purchase Amount, on or about \_\_\_\_\_, 2018 (the “*Effective Time*”), Zypline Services, Inc., a Delaware corporation (the “*Company*”), hereby issues to the Purchaser the right (the “*Right*”) to certain units of Zypcoin (each a “*Token*” or “*Zypcoin*”), subject to the terms set forth below.

This SAFT 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 SAFT shall be subject to the Use Restriction. You will be able to view the number of Tokens that are reserved for you at Zypcoin.com (not incorporated herein for reference) at any time in the manner provided by the Company.

## 1. *Events*

(a) **Network Launch.** If there is a Network Launch before the expiration or termination of this SAFT, the Company will issue to the Purchaser a number of units of the Tokens equal to the Purchase Amount actually received by the Company, 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 effectiveness of this SAFT:

(i) The Purchaser shall execute and deliver to the Company this SAFT and any and all other documents and information reasonably requested by the Company, including evidence of residency and any documents necessary to comply with all applicable Laws (such as Rule 506(c) of Regulation D (“*Regulation D*”) under the United States Securities Act of 1933, as amended (“*Securities Act*”) and applicable anti-money laundering and know-your-customer Laws); and

(ii) The Purchaser shall provide to the Company a network address, to which the Tokens will be sent upon their issuance in connection with a Network Launch.

(b) **Dissolution Event.** If there is a Dissolution Event before this SAFT terminates pursuant to Section 1(c), 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 and prior to paying any amounts to any equity holders of the Company. If immediately prior to the consummation of the Dissolution Event, the assets of the Company that remain legally available for distribution to the Purchaser and all holders of all other SAFTs (the “*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 Returned Purchase Amounts, then the remaining assets of the Company legally available for distribution will be distributed with equal priority and pro rata among the Dissolving Purchasers in proportion to the Returned Purchase Amounts they would otherwise be entitled to receive pursuant to this Section 1(b). Any distributed amounts shall be in U.S. Dollars.

(c) **Termination.** This SAFT will automatically 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) December 31, 2020 (the “*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 sixty (60) days, in its sole discretion; *provided, further*, that in the case of (iii), the Company shall have the obligation to repay to the Purchasers the aggregate amount of all Purchase Amounts.

(d) **Use Restriction.** All Tokens issued upon the conversion of this SAFT shall be subject to the Use Restriction. The Use Restriction shall terminate on the one (1) year anniversary of the later of (i) the Effective Time or (ii) the date of the closing of the offering of the Series of SAFT stated on the cover of the SAFT. The Company may waive in writing the Use Restriction in its sole discretion. The Company may waive in writing the Use Restriction in its sole discretion.

## 2. *Definitions*

“*Applicable Exchange Rate*” means the applicable exchange rate as of the beginning of the hour in which the Purchaser both fully executed and paid for this SAFT (which for the sake of clarity applies to any transaction within such hour until the final second of such hour), sourced from bitcoinaverage.com or such other reputable reporting service as determined by the Company in its sole discretion, as of such time.

**“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 governmental authority, agency, department, board, commission or instrumentality, and any court, tribunal or arbitrator(s) of competent jurisdiction, and any self-regulatory organization.

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

**“Network Launch”** means (i) a bona fide issuance of Tokens to the general public in a publicized product launch and (ii) the existence of a fully functioning and secure Network, which conforms to the digital protocol approved and ratified by the Company or its designated affiliate(s); provided that the satisfaction of prong (i) and (ii) shall be determined by the Company in its sole discretion. For purposes of clarity, (A) any “air drop” or other issuance of Tokens without monetary consideration shall not constitute a Token Launch or the satisfaction of any prong and (B) an issuance of Tokens by the Company in exchange for services or products shall not constitute the Token Launch or the satisfaction of any prong.

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

**“SAFT”** means an agreement containing a future right to units of Tokens purchased by Purchasers, similar in form and content to this agreement.

**“Use Restriction”** means the general prohibition on the Purchaser’s ability to sell, transfer, spend, exchange or otherwise make use of the Tokens.

**“Zypcoin Network”** or the **“Network”** means a smart contract-enabled network that enables users to use the Tokens for access and use of the services therein.

### 3. **Company Representations**

(a) The Company is a corporation duly organized, validly existing and in good standing under the Laws of the State of Delaware, 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 SAFT 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 SAFT 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) To the knowledge of the Company, the performance and consummation of the transactions contemplated by this SAFT do not and will not: (i) result in the acceleration of any material indenture or contract to which the Company is a party or by which it is bound; or (ii) 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) To the knowledge of the Company, no consents or approvals are required in connection with the performance of this SAFT, other than: (i) the Company's corporate approvals; and (ii) any qualifications or filings under applicable securities Laws.

(e) 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; (iii) WARRANTY OF TITLE; OR (iv) 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 HEREIN, 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 SAFT and to perform its obligations hereunder. This SAFT 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.

(b) The Purchaser has been advised that this SAFT and the Tokens may constitute a security and that offers, and sales of this SAFT and the Tokens have not been, and will not be, registered or qualified under the securities Laws of any jurisdiction. The Purchaser understands that this SAFT is being offered and sold only in jurisdictions where such registration and/or qualification is not required, including pursuant to applicable exemptions that generally limit the purchasers who are eligible to purchase it and that restrict its resale or other transfer. The Purchaser has carefully reviewed the notices set forth on Exhibit A hereto and has conferred with its advisors to the extent it deems necessary to understand any purchaser eligibility requirements and any limitations on transferring this SAFT under the Laws of Purchaser's jurisdiction. Without limiting the foregoing, all information or other documentation provided to the Company by the Purchaser to demonstrate compliance with applicable securities law is true and correct.

(c) The Purchaser understands, acknowledges, and accepts that the offer, sale, and issuance of this SAFT and the Tokens is being conducted in concurrent and separate "Regulation D" and "Regulation S" (as defined below) transactions or series of related transactions.

(i) **U.S. Purchasers.** If the Purchaser is a U.S. Person (as defined in Rule 902(k) of Regulation S ("**Regulation S**") under the Securities Act), then (i) the Purchaser represents and warrants that it is an "accredited investor" (as defined in Regulation D under the Securities Act), and (ii) the Purchaser understands, acknowledges, and accepts that this SAFT and the Tokens may be deemed "restricted securities" under the Securities Act.

(ii) **Non-U.S. Purchasers.** If the Purchaser is not a U.S. Person, then (i) the Purchaser represents and warrants that it is eligible under the Laws of its jurisdiction to purchase this SAFT and to receive and use the Tokens, (ii) the Purchaser has satisfied, and is in full observance of, all Laws of the Purchaser's jurisdiction in connection with the offer, sale, and issuance of this SAFT and the Tokens, and

(iii) the Purchaser understands, acknowledges, and accepts that this SAFT and the Tokens are subject to Regulation S and shall comply, in all respects, with the conditions of Regulation S.

(d) The Purchaser acknowledges that the Company only intends to sell and issue this SAFT to purchasers who each commit to use the Tokens for their utility in connection with the Zypcoin Network, and the Purchaser covenants to use the Tokens on the Zypcoin Network to further the purpose of the Zypcoin Network.

(e) The Purchaser shall fully comply with all applicable Laws for any offer, sale, or other transfer, pledge or hypothecation of the SAFTs or Tokens. The Purchaser shall not violate any applicable Laws or any other Laws of the Purchaser's or any of the proposed transferees' jurisdictions in connection with any offer, sale, pledge, or transfer of the SAFTs or Tokens. Prior to the date hereof, the Purchaser conferred with its legal, tax, and investment advisors to understand any and all eligibility requirements and transfer limitations of the Tokens under applicable Laws.

(f) The Purchaser is purchasing this SAFT 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 this SAFT or the Tokens. The Purchaser is able to incur a complete loss of such the Purchase Price without impairing the Purchaser's financial condition and is able to bear the economic risk of holding this SAFT and/or the Tokens for an indefinite period of time.

(g) The Purchaser is financially sophisticated and has such knowledge and experience in financial and business matters, such that the Purchaser is capable of evaluating the merits and risks of purchasing this SAFT and/or the Tokens. The Purchaser is fully able to bear such risks and agrees to bear such risks. The Purchaser is aware of Company's business affairs and financial condition and has acquired sufficient information about the Company to reach an informed and knowledgeable decision to acquire this SAFT. The Purchaser understands that the SAFT and the Tokens involve significant risks, all of which the Purchaser fully and completely assumes, including, but not limited to, the risk that (i) the technology associated with the smart contracts will not function as intended; (ii) the Network and Network Launch will not be completed; (iii) the Network and the Tokens will fail to attract sufficient interest from key stakeholders; and (iv) the Company, its affiliated, the Tokens, and/or the smart contracts 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 SAFT, including, but not limited to, conversations of any kind, whether through oral or electronic communication (including any communications on social media, which includes, but is not limited to Telegram, WhatsApp, Facebook, and Twitter), or any white paper, offering memorandum, or other document. **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.**

(h) **THE PURCHASER HAS READ CAREFULLY AND UNDERSTANDS THIS SAFT, THE PRIVATE PLACEMENT MEMORANDUM, AND THE WHITE PAPER RELATED TO THE TOKENS, AS UPDATED FROM TIME TO TIME (COLLECTIVELY, THE "OFFERING MATERIALS"). THE PURCHASER ACKNOWLEDGES THAT THE OFFERING MATERIALS CONSTITUTE SUFFICIENT INFORMATION FOR THE PURCHASER TO MAKE AN INFORMED PURCHASE DECISION. THE PURCHASER ACKNOWLEDGES THAT IT HAS BEEN ADVISED TO CONSULT WITH, AND HAS CONSULTED WITH, THE PURCHASER'S OWN ATTORNEY, ACCOUNTANT, TAX ADVISOR, AND INVESTMENT ADVISOR WITH RESPECT TO THE**

PURCHASE OF THIS SAFT AND THE TOKENS. ANY SPECIFIC ACKNOWLEDGMENT WITH RESPECT TO ANY STATEMENT CONTAINED IN THIS SECTION 4 NOT BE DEEMED TO LIMIT THE GENERALITY OF THIS REPRESENTATION AND WARRANTY.

(i) The Purchaser understands that Purchaser has no right against the Company or any other Person except in the event of the Company's breach of this SAFT or intentional fraud. THE COMPANY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS SAFT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT OR OTHERWISE, SHALL NOT EXCEED THE TOTAL OF THE AMOUNT OF THE PURCHASE PRICE ACTUALLY PAID TO THE COMPANY PURSUANT TO THIS SAFT. 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 SAFT.

(j) The Purchaser understands that Purchaser bears sole responsibility for any taxes as a result of the matters and transactions contemplated by this SAFT, and any future acquisition, ownership, use, sale or other disposition of Tokens by the Purchaser. This includes the tax implications associated with any determination (including those by the Company or any tax authority), that this SAFT or any Token represents a right to asset, an asset, a utility or use right, or other non-security instrument. 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 SAFT) associated with or arising from the Purchaser's purchase of Tokens hereunder, or the use or ownership of Tokens.

(k) Purchaser further represents that the amounts spent by Purchaser in this SAFT were not and are not directly or indirectly derived from any activities that contravene Federal, state or international laws and regulations, including anti-money laundering and know-your-customer laws and regulations:

(i) Purchaser represents and warrants that none of: (1) Purchaser; (2) any person controlling or controlled by Purchaser; (3) if Purchaser is a privately-held entity, any person having a beneficial interest in Purchaser; or (4) any person for whom Purchaser is acting as agent or nominee in connection with purchasing a SAFT is a country, territory, entity or individual named on an Office of Foreign Assets Control (the "**OFAC**") list, or a person or entity prohibited under the programs administered by the OFAC (the "**OFAC Programs**"). Purchaser agrees to promptly notify the Company should Purchaser become aware of any change in the information set forth in any of these representations.

(ii) Purchaser represents and warrants that none of: (1) Purchaser; (2) any person controlling or controlled by Purchaser; (3) if Purchaser is a privately-held entity, any person having a beneficial interest in Purchaser; or (4) any person for whom Purchaser is acting as an agent or a nominee in connection with this SAFT is a senior foreign political figure, or any immediate family member or close associate of a senior foreign political figure (as such terms are defined herein). For purposes of this SAFT:

(A) "**senior foreign political figure**" means a senior official in the executive, legislative, administrative, military or judicial branch of a foreign government (whether elected or not), a senior official of a major foreign political party, or a senior executive of a foreign government-owned corporation.

(B) "**senior foreign political figure**" includes any corporation, business or other entity that has been formed by, or for the benefit of, a senior foreign political figure.

(C) “*immediate family*” of a senior foreign political figure includes such figure’s parents, siblings, spouse, children and in-laws.

(D) “*close associate*” of a senior foreign political figure is a person who is widely and publicly known to maintain an unusually close relationship with such senior foreign political figure, and includes a person who is in a position to conduct substantial domestic and international financial transactions on behalf of such senior foreign political figure.

(iii) If Purchaser is affiliated with a non-U.S. banking institution (a “*Foreign Bank*”), or if Purchaser receives deposits from, makes payments on behalf of, or handles other financial transactions related to a Foreign Bank, Purchaser represents and warrants that: (1) the Foreign Bank has a fixed address, and not solely an electronic address, in a country in which the Foreign Bank is authorized to conduct banking activities; (2) the Foreign Bank maintains operating records related to its banking activities; (3) the Foreign Bank is subject to inspection by the banking authority that licensed the Foreign Bank to conduct its banking activities; and (4) the Foreign Bank does not provide banking services to any other Foreign Bank that does not have a physical presence in any country and that is not a regulated affiliate.

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

(a) The Company will accept payment for the Right purchased under this SAFT in U.S. dollars, Bitcoin, Ether, or such other currency or legal tender accepted by the Company, in its sole discretion. Purchaser shall make the required payment to the Company in consideration for Purchaser’s purchase of the Right pursuant to this SAFT.

(b) For purposes of this SAFT, the value of the Purchase Amount shall be deemed to be in U.S. dollars even if the Purchaser pays in another currency or legal tender, valued at the Applicable Exchange Rate.

#### **6. *Miscellaneous***

(a) This SAFT 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, including any white paper, offering memorandum, and social media communication. Any provision of this SAFT 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 SAFTs designated by the SAFT Series above that are outstanding at the time of such amendment, waiver or modification. Notwithstanding the foregoing, the Company may, without any prior consent from holders of any SAFTs designated by the SAFT Series above, amend or modify any provision of this agreement and all SAFTs designated by the SAFT Series above that are outstanding at the time of such waiver or modification, if the amendment or modification is not unfavorable to the Purchaser and such holders.

(b) Any notice required or permitted by this SAFT will be deemed sufficient when sent by email to the relevant email address listed on the signature page, as subsequently modified by written notice received by the appropriate party.

(c) The Purchaser is not entitled, as a holder of this SAFT or the Tokens, 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 Purchaser, 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 SAFT nor the rights contained herein may be transferred or assigned, by operation of law or otherwise, by the Purchaser without the prior written consent of the Company. The Company may assign this SAFT or delegate its performance of its obligations under this SAFT, in whole or in part, without the consent of the Purchaser.

(e) In the event any one or more of the provisions of this SAFT 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 SAFT operate or would prospectively operate to invalidate this SAFT, 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 SAFT and the remaining provisions of this SAFT 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 State of Delaware, without regard to the conflicts of law provisions of such jurisdiction.

(g) Each of the Company and the Purchaser agree to treat this SAFT as a forward contract for all tax purposes, 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 hereof, 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 Company to carry out the provisions of this SAFT and give effect to the transactions contemplated by this SAFT, including, without limitation, to enable the Company or the transactions contemplated by this SAFT 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 SAFT, for any failure or delay in fulfilling or performing any term of this SAFT, 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: (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) Each party to this SAFT acknowledges that DLA Piper LLP (US), DLA Piper International, or their affiliates (collectively, "**DLA**"), outside general counsel to the Company, has in the past performed and is or may now or in the future represent one or more Purchasers or their affiliates in matters unrelated to the transactions contemplated by this SAFT (the "**Financing**"), including representation of such Purchasers or their affiliates in matters of a similar nature to the Financing. The applicable rules of professional conduct require that DLA inform the parties hereunder of this representation and obtain their consent. DLA has served as outside general counsel to the Company and has negotiated the terms of the Financing solely on behalf of the Company. The Company and each Purchaser hereby (a) acknowledge that they have had an opportunity to ask for and have obtained information relevant to such representation, including disclosure of the reasonably foreseeable adverse consequences of such representation; (b) acknowledge that with respect to the Financing, DLA has represented solely the Company, and not any Purchaser or any stockholder, director or employee of the Company or any Purchaser; and (c) gives its informed consent to DLA's representation of the Company in the Financing.

(k) This SAFT may be executed in counterparts, each of which shall be deemed an original, but which taken together shall constitute one and the same instrument. Any signature delivered by any form of electronic transmission (including, but not limited to, the delivery of an acknowledgement of the

agreement and intent to be bound via a “check box” on a web portal used by the Company in the Financing) shall be deemed an original and create a valid and binding obligation of the executing party with the same force and effect as a physically delivered signature.

(l) The representations, warranties, covenants, and agreements made by the Purchaser shall survive the execution, delivery, and any termination of this SAFT. The representations, warranties, covenants, and agreements made by the Company shall not survive the termination of this SAFT.

(m) The Company may enter into subsequent simple agreements for future tokens in multiple rounds or series and on materially different terms. If the Company offers, sells, and/or issues subsequent simple agreements for future tokens prior to the termination of this SAFT, the Company shall be under no obligation to provide the Purchaser with notice thereof, copies of any documentation relating to such subsequent simple agreements for future tokens, or any additional information related to the offer, sale, or issuance of such simple agreements for future tokens. The Purchaser shall not be entitled to the terms or provisions of such subsequently issued simple agreements for future tokens or any amendment of this SAFT to reflect such terms or provisions.

*[Signature pages follows]*

## Exhibit A

### NOTICES TO PURCHASERS GENERALLY

PURCHASERS MUST MAKE THEIR OWN DECISION WHETHER THE TOKENS MEET THEIR INVESTMENT OBJECTIVES AND RISK TOLERANCE LEVEL. NO GOVERNMENTAL AUTHORITY OF ANY COUNTRY HAS REVIEWED, APPROVED, DISAPPROVED, ENDORSED, OR RECOMMENDED THE OFFERING, SALE, OR ISSUANCE OF SAFTS OR ZYPCOINS. THE SAFTS AND ZYPCOINS HAVE NOT BEEN, AND SHALL NOT BE, REGISTERED WITH ANY GOVERNMENTAL AUTHORITY OF ANY COUNTRY. THE SAFTS AND ZYPCOINS ARE BEING OFFERED AND SOLD ONLY IN JURISDICTIONS WHERE SUCH REGISTRATION OR QUALIFICATION IS NOT REQUIRED, INCLUDING PURSUANT TO APPLICABLE EXEMPTIONS THAT GENERALLY LIMIT THE PURCHASERS WHO ARE ELIGIBLE TO PURCHASE THE SAFTS AND ZYPCOINS AND THAT RESTRICT RESALE. THE SAFTS AND ZYPCOINS MAY NOT BE OFFERED, SOLD OR OTHERWISE TRANSFERRED, PLEDGED OR HYPOTHECATED EXCEPT AS PERMITTED UNDER APPLICABLE SECURITIES LAWS.

PURCHASERS ARE REQUIRED TO INFORM THEMSELVES ABOUT, AND TO OBSERVE ANY RESTRICTIONS RELATING TO, THE SAFTS AND ZYPCOINS AND ANY RELATED DOCUMENTS OR COMMUNICATIONS IN THEIR JURISDICTION. THE SAFTS AND ZYPCOINS ARE SUBJECT TO TRANSFER RESTRICTIONS. PURCHASER MUST COMPLY WITH ALL APPLICABLE LAWS IN CONNECTION WITH ANY OFFER, SALE, OR TRANSFER OF THE SAFTS AND ZYPCOINS.

NO INDEPENDENT PERSON HAS CONFIRMED THE ACCURACY, TRUTHFULNESS, OR ADEQUACY OF THIS DISCLOSURE, NOR WHETHER IT IS COMPLETE. ANY REPRESENTATION TO THE CONTRARY IS ILLEGAL.

TERMS DEFINED WITHIN A SECTION FOR A PARTICULAR JURISDICTION APPLIES TO THE NOTICE FOR THAT JURISDICTION ONLY. IN THE LEGENDS BELOW, “OR” SHALL MEAN BOTH TERMS NOT EXCLUSIVE OF THE OTHER WHERE APPLICABLE.

#### **Notice to Residents of the United States of America**

The offer and sale of the SAFTs or Zypcoins have not been registered under the United States Securities Act of 1933, as amended (the “*Securities Act*”), or under the securities laws of certain states and is only to be offered and sold to verified “accredited investors.” The SAFTs or Zypcoins may not be offered, sold or otherwise transferred, pledged or hypothecated except as permitted under the Securities Act and applicable securities laws pursuant to an effective registration statement or an exemption therefrom. The SAFTs or Zypcoins may only be offered, sold, resold or otherwise transferred to Non-U.S. persons (as defined in Regulation S under the Securities Act (“*Regulation S*”)) in an offshore transaction (as defined in Regulation S) and may only be offered, sold, resold or otherwise transferred in full compliance with all applicable foreign laws.

#### **Notice to Residents of Argentina**

The SAFTs or Zypcoins have not been and will not be issued and placed in accordance with Law No. 26,831 on Capital Markets, Decree No. 1023/2013 implementing the Capital Markets Law and the rules of the Comisión Nacional de Valores (the “*CNV*”) approved by General Resolution No. 622/13, as amended and supplemented (collectively, the “*Argentine Securities Legal Framework*”). The SAFTs or Zypcoins may not be offered or sold within the Republic of Argentina unless previous public offering authorization has been granted by the CNV or the relevant transaction does not qualify as a public offering of securities under the Argentine Securities Legal Framework.

#### **Notice to Residents of Belarus**

Belarus legislation on securities, securitisation, requirements for licensing of professional and stock-exchange activities in securities do not apply to such operations according to para. 3.3 of Decree of the President No. 8 dated 21 December 2017.

### **Notice to Residents in Brazil**

The SAFTs or Zypcoins have not been and will not be issued nor placed, distributed, offered or negotiated in the Brazilian capital markets. The issuance of the SAFTs or Zypcoins have not been or will not be registered with the Brazilian Securities and Exchange Commission (“*CVM*”). Zypline has represented and agreed that it has not offered or sold, and will not offer or sell, the SAFTs or Zypcoins in Brazil, except in circumstances which do not constitute a public offering, placement, distribution or negotiation of securities in the Brazilian capital markets regulated by Brazilian legislation.

### **Notice to Residents in the British Virgin Islands**

This Offering is not an offer to the public in the British Virgin Islands (“*BVI*”). No action has been taken to permit an offer in the BVI and this SAFT is not a registered prospectus within the meaning of Section 25 of the Securities and Investment Business Act 2010 (“*SIBA*”). The SAFTs or Zypcoins will not be offered and accepted from any person in the BVI unless: (a) that person is a qualified investor as defined in Schedule 4 of SIBA and, to the extent that person is a professional investor for the purposes of Schedule 4 of SIBA, it declares that (i) its ordinary business involves, whether for its own account or the account of others, the acquisition or disposal of property of the same kind as the interests; or (ii) it has net worth in excess of 1 million U.S. dollars or its equivalent in any other currency and that it consents to being treated as a professional investor within the meaning of Section 40 of SIBA; or (b) that person is a BVI business company and neither this SAFT nor any other document relating to this offer has been received by that person at an address in the BVI other than its registered office in the BVI; or (c) that person has a close connection (within the meaning of Section 2(3) of SIBA) with the issuer; or (d) that person is the government of the British Virgin Islands.

### **Notice to Residents of Bulgaria**

The SAFTs or Zypcoins do not constitute securities, electronic money and/or any other type of payment instrument in accordance with the laws applicable in Bulgaria. The Memorandum, as per which the SAFTs are issued, do not constitute a prospect or offer document of any sort and is not intended to constitute an offer of securities or a solicitation for investment in securities in any jurisdiction.

### **Notice to Residents of Canada**

The SAFTs or Zypcoins may only be offered and sold to purchasers purchasing as principal that are both “accredited investors” as defined in National Instrument 45-106 Prospectus and Registration Exemptions and “Permitted Clients” as defined in National Instrument 31-103 Registration Requirements, Exemptions and Ongoing Registrant Obligations. Any resale of the SAFTs or Zypcoins must be made in accordance with an exemption from the prospectus requirements and in compliance with the registration requirements of applicable securities laws.

### **Notice to Residents of Cayman Islands**

This SAFT does not constitute a public offer of the SAFTs or Zypcoins, whether by way of sale or subscription, in the Cayman Islands. The SAFTs or Zypcoins have not been offered or sold, and will not be offered or sold, directly or indirectly, in the Cayman Islands, except as may be permitted by law.

### **Notice to Residents of Costa Rica**

These SAFTs or Zypcoins have not been, and will not be, registered for public offering with the Costa Rican Securities Regulator (Superintendencia General de Valores or “*SUGEVAL*”). Therefore, the

SAFTs or Zypcoins are not authorized for public offering in Costa Rica and may not be offered, placed, distributed, commercialized and/or negotiated to the public in Costa Rica.

#### **Notice to Residents of Croatia**

The SAFTs or Zypcoins are not envisaged to be securities or any other financial instrument within the meaning of the Croatian Capital Markets Act (official gazette no. 88/2008, 146/2008, 74/2009, 54/2013, 159/2013, 18/2015, 110/2015, 123/2016). The SAFTs or Zypcoins have not been registered with, approved by, or in any other way supervised or regulated by Croatian Financial Services Supervisory Agency (“*CFSSA*”) or any other regulatory authority in Croatia.

#### **Notice to Residents of El Salvador**

The SAFTs or Zypcoins have not been registered nor reviewed or approved by the Superintendence of the Financial System of El Salvador (Superintendence Del Sistema Financiero de EL Salvador), the Salvadorian Public Securities Registry (Registro Publico Bursatil), nor the Salvadoran Stock Exchange (Bolsa de Valores de EL Salvador, S.A. de C.V.). Accordingly, (i) the SAFTs or Zypcoins cannot be publicly offered or sold in El Salvador; (ii) this offering and its document are not subject to the supervision of the Superintendence of the Financial System of El Salvador.

#### **Notice to Residents of Estonia**

The SAFTs or Zypcoins offered shall not be qualified as securities under the Estonian Securities Market Act (“*ESMA*”) Section 2 (1), this SAFT shall not be deemed as a prospectus under Section 141 of the ESMA and is not registered with the Estonian Financial Supervisory Authority under Section 16 of the ESMA.

#### **Notice to Residents of the European Economic Area**

In relation to each member state of the European Economic Area which has implemented the Prospectus Directive (each, a “*Relevant Member State*”), the SAFTs or Zypcoins and any related documents are being distributed only to, and directed only at (and any related investment activity will be engaged only with): (a) a legal entity that is a qualified investor as defined in the Prospectus Directive, (b) fewer than 150 natural or legal persons (other than qualified investors as defined in the Prospectus Directive), subject to obtaining the prior consent of the representative for any such offer; or (c) person the sales to whom would be in any other circumstance falling within article 3(2) of the Prospectus Directive; provided that no such transaction may result in a requirement for the Publication by issuer of a prospectus pursuant to Article 3 of the Prospectus Directive. The expression “Prospectus Directive” means Directive 2003/71/EC (as amended), including by directive 2010/73/EU, and includes any relevant implementing measure in the relevant member state. This European Economic Area restriction is in addition to any other applicable restrictions set out herein.

#### **Notice to Residents of Finland**

The SAFTs or Zypcoins shall not constitute an offer to the public in Finland. The SAFTs or Zypcoins cannot be offered or sold in Finland by means of any document to other than “Qualified Investors” as defined by the Finish Securities Markets Act (arvopaperimarkkinalaki or “*FSMA*”), 26.5.1898/495, as amended, or to 100 or more nonqualified investors if the denomination per token or minimum commitment amounts to less than €50.000 or if the total consideration of the tokens calculated for twelve (12) months period exceeds €100.000. No action has been taken to permit an offering of SAFTs or Zypcoins to the public in Finland and the distribution of the SAFTs or Zypcoins are not authorized by the Financial Supervision Authority in Finland. The SAFTs or Zypcoins are strictly for private use by its holder and may not be passed on to third parties or otherwise distributed publicly. Subscriptions will not be accepted from any persons other than the person to whom the SAFTs or Zypcoins have been delivered

by the issuer. The SAFTs or Zypcoins or this SAFT may not include all the information that would be required to be included in the prospectus in connection with offering to the public.

### **Notice to Residents of France**

The SAFTs or Zypcoins are not being offered to the public in France. Distribution of this SAFT and the issuance of the SAFTs or Zypcoins may be restricted in certain jurisdictions. It is the responsibility of any person in possession of the SAFTs or Zypcoins or related documents and any person wishing to subscribe for SAFTs or Zypcoins to inform themselves of and observe all applicable laws and regulations of any relevant jurisdictions. No action has been taken that would, or is intended to, permit a public offer of the SAFTs or Zypcoins in any country or jurisdiction where any such action for that purpose is required. Accordingly, the SAFTs or Zypcoins may not be offered or sold, directly or indirectly, and neither this document nor any other information, for of application, advertisement or other document may be distributed or published in any country or jurisdiction except under circumstances that will result in compliance with any applicable laws and regulations. The company is not making any representation or warranty to any prospective purchase regarding the legality of an investment in the SAFTs or Zypcoins by such person under appropriate securities or similar laws. Investing in the tokens involves certain risks. In particular, each prospective investor in the SAFTs or Zypcoins should proceed on the assumption that a subscriber of the SAFTs or Zypcoins must bear economic risks of such an investment. Prospective purchasers should not treat the content of these documents as advice relating to legal, taxation or investment matters and are advised to consult their own professional advisers concerning the subscription of the SAFTs or Zypcoins or both and consequences thereof. Accordingly, prospective purchasers should inform themselves as to (a) the possible tax consequences, (b) the legal requirements, and (c) any foreign exchange restrictions or exchange control requirements, which they might encounter under the laws of the countries of their citizenship, residence or domicile and which might be relevant to the subscription, holding or disposal of tokens.

### **Notice to Residents of Guatemala**

The SAFTs or Zypcoins, as they may be considered, have not been registered nor reviewed nor approved by the Guatemalan Superintendence of Banks (Superintendencia de Bancos de Guatemala), the Guatemalan Securities and Commodities Market Registry (Registro del Mercado de Valores y Mercancias), nor the Guatemalan Stock Exchange (Bolsa de Valores Nacional, S.A.), in accordance with the terms and provisions of the Securities and Commodities Market Law (decree 34-96) (ley del Mercado de Valores y Mercancias) and its regulation (governmental accord 557-97). Accordingly, (i) the SAFTs or Zypcoins, as they may be considered, are not registered for public offering in Guatemala; and (ii) are not subject to the supervision of the Guatemalan Superintendence of Banks.

### **Notice to Residents of Honduras**

The SAFTs or Zypcoins have not been, and will not be, registered for public offering at the Honduran Public Registry of the Securities Market (Registro Publico Del Mercado De Valores) or the National Banking and Insurance Commission (Commissions Nacional de Bancos y Seguros) in accordance with the Honduran Securities Market Law, Legislative Decree No. 8-2001 (ley del Mercado de Valores). Therefore, the SAFTs or Zypcoins are not authorized for public offering in the republic of Honduras and may not be offered, placed, distributed, commercialized and/or negotiated to the public in Honduras.

### **Notice to Residents of Hong Kong**

The SAFTs or Zypcoins may not be offered or sold in Hong Kong by means of any document other than (i) in circumstances which do not constitute an offer to the public within the meaning of the Companies (Winding Up and Miscellaneous Provisions) Ordinance (Cap. 32 of the Laws of Hong Kong) ("**Companies Ordinance**") or which do not constitute an invitation to the public within the meaning of the Securities and Futures Ordinance (Cap. 571 of the Laws of Hong Kong) ("**Securities and Futures Ordinance**"), or (ii) to "professional investors" as defined in the Securities and Futures Ordinance and

any rules made thereunder, or (iii) in other circumstances which do not result in the document being a “prospectus” as defined in the Companies Ordinance, and no advertisement, invitation or document relating to the SAFTs or Zypcoins may be issued or may be in the possession of any person for the purpose of issuance (in each case whether in Hong Kong or elsewhere), which is directed at, or the contents of which are likely to be accessed or read by, the public in Hong Kong (except if permitted to do so under the securities laws of Hong Kong) other than with respect to instruments which are or are intended to be disposed of only to persons outside Hong Kong or only to “professional investors” in Hong Kong as defined in the Securities and Futures Ordinance and any rules made thereunder. The contents of this document have not been reviewed by any regulatory authority in Hong Kong. Purchasers are advised to exercise caution in relation to this Offering. If purchaser is in any doubt about the contents of this SAFT, purchaser should obtain independent professional advice.

### **Notice to Residents of Hungary**

This SAFT does not constitute a public offer of the SAFTs or Zypcoins, whether by way of sale or subscription, in Hungary. The SAFTs or Zypcoins have not been offered or sold, and will not be offered or sold, directly or indirectly, in the Hungary, except as may be permitted by law.

### **Notice to Residents of India**

The SAFTs and any documents used in connection therewith and any related documents do not constitute an offer to sell to or an offer to buy interest from any person other than the person to whom this document has been sent by Zypline or its authorized agents. The SAFTs and any documents used in connection therewith should not be construed as a prospectus. The SAFTs and any documents used in connection therewith are not being offered for sale or subscription but are being privately placed with a limited number of sophisticated investors, and prospective investors must obtain legal advice that they are entitled to subscribe for these instruments and must comply with all relevant Indian laws in this respect.

### **Notice to Residents of Ireland**

The SAFTs or Zypcoins have not been prepared in accordance with Directive 2003/71/EC on prospectuses or any measures made under that directive or the laws of Ireland or of any EU member state or EEA treaty adherent state that implement that directive or those measures; have not been reviewed, prior to its being issued, by any regulatory authority in Ireland or in any other EU member state or EEA treaty adherent state; and therefore may not contain all the information required where a document is prepared pursuant to that directive or those laws.

### **Notice to Residents of Isle of Man**

The SAFTs or Zypcoins are available, and is and may be made, in or from within the Isle of Man and this SAFT is being provided in or from within the Isle of Man only: (i) by persons licensed to do so under the Isle of Man Financial Services Act 2008; or (ii) to persons: (a) licensed under Isle of Man Financial Services Act 2008; or (b) falling within Exclusion 2(r) of the Isle of Man Regulated Activities Order 2011 (as amended); or (c) whose ordinary business activities involve them in acquiring, holding, managing or disposing of shares or debentures (as principal or agent), for the purposes of their business. The SAFTs or Zypcoins are not available in or from within the Isle of Man other than in accordance with paragraphs (i) and (ii) above and must not be relied upon by any person unless made or received in accordance with such paragraphs.

### **Notice to Residents of Israel**

This SAFT does not constitute a prospectus under the Israeli Securities Law, 5728-1968 (“*Israeli Securities Law*”), and has not been filed with or approved by the Israel Securities Authority. In the state of Israel, this SAFT is being distributed only to, and is directed only at, and any offer of the securities is directed only at, investors listed in the First Addendum (“*Addendum*”), to the Israeli Securities Law,

consisting primarily of joint investment in trust funds, provident funds, insurance companies, banks, portfolio managers, investment advisors, members of the Tel Aviv stock exchange, underwriters, venture capital funds, entities with equity in excess of NIS 50 million and “qualified individuals”, each as defined in the Addendum (as it may be amended from time to time), collectively referred to as qualified investors (in each case purchasing for their own account or, where permitted under the Addendum, for the accounts of their clients who are investors listed in the Addendum). The SAFTs or Zypcoins may also be offered to such number of non-qualified investors who, together with purchasers in other offerings by the same offeror within the twelve (12) months prior to this Offering, is not greater than thirty-five (35) (not counting the same investors twice). Qualified investors will be required to submit written confirmation that they fall within the scope of the Addendum, are aware of the meaning of same and agree to it.

### **Notice to Residents of Italy**

The SAFTs or Zypcoins may be subscribed by institutional investors pursuant to Article 31, Paragraph 2 of the Consob Regulation No. 11522 of 1 July 1998, as subsequently amended and integrated only. SAFTs or Zypcoins or this SAFT does not constitute an offer to sell or a solicitation of any offer to buy any of SAFTs or Zypcoins in the Italian jurisdiction towards private investors. Accordingly, the SAFTs or Zypcoins or Memorandum are for information purposes only, where directed to a private investor which is an Italian resident. Pursuant to this SAFT, SAFTs or Zypcoins will only be offered to, and subscriptions will only be accepted from, Italian institutional investors as defined above. The SAFTs or Zypcoins to be offered pursuant to this SAFT have not been or will not be registered under the relevant securities laws of Italy to be offered to, and to be subscribed by private investors.

### **Notice to Residents of Jamaica**

Zypline is offering the SAFTs or Zypcoins by way of private placement only to investors eligible to purchase securities in an exempt distribution made under the Guidelines for Exempt Distributions (Guidelines SR- guid-08/05-0016). There is no public market for the SAFTs or Zypcoins, and there will not be a public market as a result of this Offering. The SAFTs or Zypcoins have not been and will not be registered in Jamaica under Section 26 of the Securities Act (as amended) and are being offered and sold in reliance on exemptions from registration requirements of that Act. The Financial Services Commission has neither approved nor passed upon the merits of this private placement of the SAFTs or Zypcoins or documents related to such or the accuracy or adequacy thereof. The SAFTs or Zypcoins may only be transferred in accordance with the restrictions more particularly described herein. This Offering does not constitute an offer or solicitation to anyone in any jurisdiction in which an offer or solicitation is not authorized or may not lawfully be made. This SAFT has been prepared for the exclusive use of assisting prospective investors in identifying, investigating and evaluating the merits and risks as well as the possible consequences of investing in SAFTs or Zypcoins. This document constitutes an invitation to treat and only to the person named on the front thereof.

### **Notice to Residents of Japan**

The SAFTs or Zypcoins are being offered to a limited number of qualified institutional investors (Tekikaku Kikan Toshiba, as defined in the Securities Exchange Law of Japan (Law No. 25 of 1948, as amended)) and/or a small number of investors, in all cases under circumstances that will fall within the private placement exemption from the registration requirements of the Securities Exchange Law and other relevant laws and regulations of Japan. As such, the SAFTs or Zypcoins have not been registered and will not be registered under the Securities Exchange Law of Japan. The purchaser of the SAFTs or Zypcoins agrees not to re-transfer or re-assign the SAFTs or Zypcoins to anyone other than Non-Residents of Japan except pursuant to a private placement exemption from the registration requirements of, and otherwise in compliance with, the Securities Exchange Law and other relevant laws and regulations of Japan.

### **Notice to Residents of Latvia**

The SAFTs or Zypcoins may only be offered in the Republic of Latvia in accordance with the Financial Instruments Market Law (“*FILM*”) and any other laws and regulations applicable in the Republic of Latvia governing the offer of securities in the Republic of Latvia. The SAFTs or Zypcoins are not registered with the Financial and Capital Market Commission (“*FCMC*”) under the FILM. The SAFTs or Zypcoins will not be offered in the Republic of Latvia by way of a public offer, except to qualified investors in the meaning of Article 1, Part 1, Point 38 of the FILM, and any tender instructions received from or on behalf of any other person shall be ineffective and void. No offer of the SAFTs or Zypcoins will require Zypcoin or any selling agent to receive a permission of the FCMC or publish a prospectus pursuant to Articles 14—24 of the FILM. Neither the SAFTs or Zypcoins nor any other offering or marketing material relating to the them constitutes an issue prospectus within the meaning of Article 1, Part 1, Point 14 and Article 17 of FILM.

#### **Notice to Residents of Lithuania**

This SAFT does not constitute a public offer of the SAFTs or Zypcoins, whether by way of sale or subscription, in Lithuania. The SAFTs or Zypcoins have not been offered or sold, and will not be offered or sold, directly or indirectly, in Lithuania, except as may be permitted by law.

#### **Notice to Residents of Luxembourg**

An offer to the public of the SAFTs or Zypcoins have not been made, and may not be made within the territory of the grand duchy of Luxembourg unless: (a) a prospectus has been duly approved by the Commission de Surveillance du Secteur Financier (“*CSSF*”) pursuant to Part II of the Luxembourg Law dated 10 July 2005 on Prospectuses for Securities, as amended (“*Luxembourg Prospectus Law*”) and implementing the prospectus directive if Luxembourg is the home member state as defined under the Luxembourg prospectus law; or (b) if Luxembourg is not the home member state, the CSSF has been notified by the competent authority in the home member state that a prospectus in relation to the SAFTs or Zypcoins have been duly approved in accordance with the prospectus directive; or (c) the offer of the SAFTs or Zypcoins benefit from an exemption to or constitutes a transaction not subject to, the requirement to publish a prospectus pursuant to the Luxembourg prospectus law. A risk Section depending on the case at hand shall be inserted in order to make the investors aware of the risks linked to the tokens.

#### **Notice to Residents of Moldova**

This SAFT does not constitute a public offer of the SAFTs or Zypcoins, whether by way of sale or subscription, in Moldova. The SAFTs or Zypcoins have not been offered or sold, and will not be offered or sold, directly or indirectly, in Moldova, except as may be permitted by law.

#### **Notice to Residents of New Zealand**

The SAFTs or Zypcoins offered or sold to investor in New Zealand are only available to, and may only be accepted by, a wholesale investor pursuant to Clause 3(2) and 3(3) of Schedule 1 of the New Zealand Financial Markets Conduct Act of 2013 who has completed a wholesale investor certificate or an eligible investor certificate or who invests a minimum amount of NZ \$ 750,000 in the SAFTs or Zypcoins. Purchaser acknowledges and agrees that purchaser has not offered or sold, and will not offer or sell, directly or indirectly, any SAFTs or Zypcoins; purchaser has not distributed and will not distribute, directly or indirectly, this SAFT or any other offering materials or advertisements in relation to any offer of any SAFTs or Zypcoins; in each case in New Zealand other than to a person who is a wholesale investor; and purchaser will notify issuer if purchaser ceases to be a wholesale investor.

#### **Notice to Residents of Nicaragua**

These SAFTs or Zypcoins have not been, and will not be, registered for public offering with the Nicaragua Securities Regulator (Superintendencia de Bancos y de Otras Instituciones Financieras or

“*SIBOIF*”) and have not been registered with the Nicaraguan Exchange Market (Bolsa de Valores de Nicaragua). Therefore, SAFTs or Zypcoins are not authorized for public offering in Nicaragua and may not be offered, placed, distributed, commercialized and/or negotiated to the public in Nicaragua.

### **Notice to Residents to Paraguay**

The SAFTs or Zypcoins are a private offering and, as such, can only be accepted by the addressee of this offer. The SAFTs or Zypcoins have not been and will not be registered with the Paraguayan Securities Exchange Commission. Accordingly, the SAFTs or Zypcoins may not be and will not be offered to the public in Paraguay under circumstances which are deemed to be a public offer under Law 5810/2017 on securities market.

### **Notice to Residents of Portugal**

No warranties: all the information provided herein is provided “as-is” and with no representations or warranties. No express or implied representations or warranties of any type are made with respect to the information provided herein, notably in what concerns appropriateness, accuracy or completeness of any information or content in this SAFT, or on information being updated.

Use at your own risk: by accepting this SAFTs or Zypcoins, including but not limited to the transferring of assets, the user confirms that he/she/it understands and undertakes all the possible risks that directly, indirectly, consequentially or incidentally may arise from the activity connected with user’s participation in the SAFTs or Zypcoins.

Disclaimer of liability: Zypline specifically disclaim liability for special, direct, indirect, consequential, incidental, exemplary or punitive damages and assume and undertake no responsibility or liability for any loss or damage suffered by any person as a result of the use, misuse of, or reliance on, any of the information or content in this SAFT or on other platforms. In no event shall Zypline be liable to the user for any special, direct, indirect, consequential, incidental, exemplary or punitive damages (including lost or anticipated revenues or profits and failure to realize expected savings) whether such claim is based on representation, warranty, contract, agreement, arrangement, negotiation, contact, tort (including gross or light negligence, strict or objective liability or liability for risk) or otherwise, or likelihood of the same.

Warning: purchasers purchasing SAFTs or Zypcoins can be considered involved in high-risk trading; participation in such may result in significant losses or even in a total loss of all funds transferred. No information provided should be interpreted as investment advice, and it does not constitute an offer or invitation to any user to buy or to sell securities or make any investment. Purchaser guarantees that he/she/it is a legally capable entity and complies with legal rules and applicable laws of the jurisdiction where the user lives. Purchaser represents that he/she/it has read, understood and agreed with all terms and conditions of the SAFTs or Zypcoins, as well as all restrictions set forth above.

### **Notice to Residents in Romania**

The SAFTs or Zypcoins sold or offered is available only to, and may only be accepted by, a qualified investor pursuant to Article 2 Paragraph 1 Point 21 of Law No. 24/2017 regarding issuers of financial instruments and market operations. Purchaser acknowledges and agrees that purchaser has not offered or sold, and will not offer or sell, directly or indirectly, any SAFTs or Zypcoins; purchaser has not distributed and will not distribute, directly, or indirectly, this SAFT or any other offering materials or advertisement in relation to any offer of any SAFTs or Zypcoins in each case other than to a person who is a qualified investor; and purchaser will notify issuer if purchaser cease to be a qualified investor.

Each investor acknowledges and agrees that: (a) he, she or it has not offered or sold, and will not offer or sell, directly or indirectly, any Tokens; and (b) he, she or it has not distributed and will not distribute, directly or indirectly, this document or any other offering materials or advertisement in relation to any offer of any Tokens, in each case other than to a person who is a Qualified Investor (in terms of article 2

paragraph (1) point 21 of Law no 24/2017 regarding issuers of financial instruments and market operations); and (c) he, she or it will notify us if they cease to be a Qualified Investor (in terms of article 2 paragraph (1) point 21 of Law no 24/2017 regarding issuers of financial instruments and market operations).

Warning: The law normally requires people who offer financial instruments to give information to investors before they invest. This requires those offering financial instruments to have disclosed information that is important for investors to make an informed decision. The usual rules do not apply to this offer because there is an exclusion for offers where the offer is made to Qualified Investors (as defined in article 2 paragraph (1) point 21 of Law 24). As a result of this exclusion, you may not receive a complete and balanced set of information. You will also have fewer other legal protections for this investment. Investments of this kind are not suitable for retail investors.

Ask questions, read all documents carefully, and seek independent financial advice before committing yourself.

### **Notice to Residents of Uganda**

The SAFTs offered have not been approved or disapproved by the stock exchange/interim stock trading facility/Capital Markets Authority in Uganda. Prospective investors should carefully consider the matters set forth under the caption "risk factors".

### **Notice to Residents of Ukraine**

The SAFTs or Zypcoins have not been offered or sold, and will not be offered or sold, directly or indirectly, in the Ukraine, except as may be permitted by law.

### **Notice to Residents of Uruguay**

The SAFTs or Zypcoins have not been registered under the Uruguayan Securities Market Law, Act. 18.627 or recorded in the Uruguayan Central Bank ("UCB"). The SAFTs or Zypcoins offered are not traded through a stock exchange. No Uruguayan regulatory authority has approved of this Offering. This offer is not being conducted in a manner that will constitute a public offering. The Purchaser expressly agrees that the SAFTs or Zypcoins have not been approved by UCB.

### **Notice to Residents of United Arab Emirates**

This SAFT is not intended, and does not, constitute a financial promotion, an offer, sale or delivery of shares or other securities under the laws of the UAE. The SAFTs or Zypcoins have not been and will not be registered under the laws of the United Arab Emirates ("UAE"). By receiving this SAFT, the person or entity to whom it has been issued understands, acknowledges and agrees that none of the Securities or this SAFT has been approved by or filed with the UAE Central Bank, the UAE Securities and Commodities Authority ("SCA") or any other federal or emirate-level authority in the UAE or the regulatory authorities in any of the free zones established in the UAE, nor has Zypline received authorisation or licensing from the UAE Central Bank, the SCA or any other federal or emirate-level authority in the UAE or the regulatory authorities in any of the free zones established in the UAE to market or sell securities or other investments within the UAE. No marketing of any financial products or services has been or will be made from within the UAE other than in compliance with the laws of the UAE and no subscription to any securities or other investments may or will be consummated within the UAE. None of Securities may be offered or sold directly or indirectly to the public in the UAE. This SAFT does not constitute a public offer of securities in the UAE in accordance with the Commercial Companies Law, Federal Law No. 2 of 2015 (as amended) or otherwise.

### **Notice to Residents of the United Kingdom**

The only categories of person in the United Kingdom to whom the SAFTs or Zypcoins may be distributed are those persons who (i) have professional experience in matters relating to investments falling within the definition of investment professionals (as defined in Article 19(5) of the Financial Services and Markets Act 2000 (Financial Promotion) Order 2005 (as amended, the “*Financial Promotion Order*”), (ii) are persons falling within Article 49(2)(a) to (d) (“high net worth companies, unincorporated associations etc.”) of the Financial Promotion Order, or (iii) are persons to whom an invitation or inducement to engage in investment activity (within the meaning of Section 21 of the Financial Services and Markets Act 2000 (“*FSMA*”)) in connection with the issue or sale of any securities may otherwise lawfully be communicated or caused to be communicated (all such persons in (i)-(iii) above together being referred to as “*Relevant Persons*”). The SAFTs or Zypcoins are directed only at Relevant Persons and must not be acted on or relied on by persons who are not Relevant Persons. Any investment or investment activity to which the SAFTs or Zypcoins relate is available only to Relevant Persons and will be engaged in only with Relevant Persons. This SAFT may only be provided to persons in the United Kingdom in circumstances where Section 21(1) of FSMA does not apply to Zypline.

#### **Notice to Residents of All Other Jurisdictions**

No action has been taken to permit the offer, sale, possession or distribution of the SAFTs or Zypcoins, tokens, or any related documents in any jurisdiction where action for that purpose is required. Purchasers are required to inform themselves about, and to observe any restrictions relating to, the SAFTs or Zypcoins, and any related documents in your jurisdiction. The SAFTs or Zypcoins shall not be offered, sold, or otherwise transferred, except in full compliance with the transfer restriction, the transfer prerequisite, and all applicable laws, rules, and regulations of the transferor’s jurisdiction and the transferee’s jurisdiction. Each of the transferor and transferee are charged with the duty of complying with all applicable laws, rules, and regulations for any transfer of the SAFTs or Zypcoins.