

## ART AS ("Artizcoin by ArtizyouSWAP")

### Simple Agreement for Future Tokens ("SAFT")

**Sep 30 2021**

THIS SAFT CERTIFIES THAT in exchange for the payment by \_\_\_\_\_ (including any of its Affiliates, the "Purchaser"), of \$ XXXX.XX (the "Purchase Amount in USDC") to **Artizcoin by Artizyou Technologies Inc.**, a Canadian Company, bearing the BI Number 1174582800, with a registered address at 1288 rue Saint Antoine O, Montreal, QC (including any of its Affiliates, the "Company"), the Company hereby issues to the Purchaser the right to obtain certain newly minted cryptographic tokens ("**Artizcoin by Artiz SWAP Tokens**" namely **ART, Total Supply: 20,000,000**) on the terms set forth below.

(singly referred to as the "Party" and collectively the "Parties")

#### **1. Sale of Future Tokens (Strategic & Private Round)**

In consideration of the Purchaser's participation in the Project, the Company will issue **X** newly minted ART Tokens in favor of the Purchaser at a price of 0.254 USDC per ARTToken ("**Total Granted Artizcoin by ArtizyouSWAP Tokens**").

The performance by the Company of the obligations of the Company under this SAFT will duly discharge the Company from the obligations to the Purchaser.

In connection with the issuance of **Artizcoin by ArtizyouSWAP** Tokens by the Company to the Purchaser pursuant to this Section the Purchaser hereby acknowledges to have full understanding of the following terms:

- (i) **Lock-Up/Vesting** – The Artizcoin by ArtizyouSWAP Tokens, as sold within the parameters of the ICO public sale, shall be subject to a Lock-Up/Vesting period as described hereinafter:

The Company shall unlock 20% of the Total Granted Artizcoin by ArtizyouSWAP Tokens on the date and time on which the newly minted Artizcoin by ArtizyouSWAP Tokens are listed on any (centralized or decentralized) crypto exchange or any other marketplace that enables the trade of the newly minted Artizcoin by ArtizyouSWAP Tokens ("**First Unlock Date**").

The remaining Total Granted Artizcoin by ArtizyouSWAP Tokens will be subjected to a cliff (lock-up) period of three (3) months after which the remaining Total Granted Artizcoin by ArtizyouSWAP Tokens will be unlocked at a linear rate of 7.5% per month for a consecutive period of twelve (12) months. The First Unlock Date constitutes the starting point of the three-month cliff (lock-up) period.

*For example: If the First Unlock Date is on the 1<sup>st</sup> of June 2021 at 10AM CET, 10% of the Total Granted Artizcoin*

*by ArtizyouSWAP Tokens will be unlocked initially. An additional 7.5% of the Total Granted Artizcoin by ArtizyouSWAP Tokens will be unlocked on the 1<sup>st</sup> of September 2021 at 10AM CET, an additional 7.5% of the Total Granted Artizcoin by ArtizyouSWAP Tokens will be unlocked on the 1<sup>st</sup> of October 2021 at 10 AM CET and so on until 100% of the Total Granted Artizcoin by ArtizyouSWAP Tokens are unlocked. This example doesn't constitute any obligations for the Company to release Artizcoin by ArtizyouSWAP Tokens to the Purchaser on these exact dates and are solely mentioned in an exemplary manner.*

(ii) **Token Delivery** – The newly Minted Artizcoin by Artiz SWAP Tokens will be delivered to the Purchaser in accordance with the previously mentioned schedule under (i) on the following wallet address: 0x9f29503e797Bf05CD09338F6A7F2B278e8f265c2

(iii) **Payment Delivery** – The Purchaser is obligated to deliver the payment of **\$ XXXX.XX** USDC within seventy-two (72) hours after duly signing of this SAFT by the Parties, where the last signature constitutes the start of this seventy-two-hour period. The Purchase Amount in USDC needs to be delivered on the following wallet address:

Artizcoin by Artizyou SWAP Wallet Address – 0x9f29503e797Bf05CD09338F6A7F2B278e8f265c2

(iv) The Purchaser is obligated to deliver a confirmation of the transfer of funds to the Company within twenty-four (24) hours after the transfer of funds is deducted from its wallet address. Such a confirmation will be sent to the following mail address: [contact@artizyou.com](mailto:contact@artizyou.com).

(v) In addition to the obligations stated under (iii) and (iv) the Purchaser is obligated to deliver all the necessary identification documents which will allow the Company to fulfill its KYC-compliance obligations (like identity cards, UBO statements...) and any other requirements under the applicable anti-money laundering regulations. If for any (legal) reason the Company determines that there are suspicions of money laundering activities or ties with the funding of terrorism, the Company will notify the Purchaser within a reasonable amount of time and will refund the Purchase Amount in USDC to the Purchaser within seventy-two (72) hours after the Company has notified the Purchaser of these issues. The competence to evaluate the aforementioned issues will be at the sole discretion of the Company without any right to appeal for the Purchaser. Such notification will be made using email and will be sent to the following mail address: \_\_\_\_\_, where the timestamp on the email will be considered the starting point of this seventy-two-hour period. The Purchase Amount in USDC or equivalent will be refunded to the Purchaser on the same wallet address as from which the Purchaser has originally sent the Purchase Amount in USDC unless the Purchaser notifies the Company within twenty-four (24) hours after receiving the aforementioned notification from the Company to make a refund to another wallet address. The Purchaser acknowledges the fact that the Company may be legally obligated to disclose this information to the competent authorities if any of the aforementioned issues has been determined and that this SAFT will be rendered invalid.

## 2. Definitions

“**Affiliate**” means, with respect to any Person, any individual, partnership, corporation, trust or other entity that directly or indirectly controls, or is controlled by, or is under common control with, such Person, where control means the direct or indirect ownership of more than fifty percent (50%) of the outstanding shares or other ownership interests having ordinary voting power to elect directors or the equivalent. For the avoidance of doubt, (i) Affiliate of any Person that is an investment fund or account (or a subsidiary of any such investment fund or account) shall include each other investment fund or account (or a subsidiary of any such other investment fund or account) managed by the same fund manager, and (ii) Affiliate of any Person that is an individual shall include the spouse, offspring, and parents of such individual.

“**Person**” means any natural person, firm, partnership, association, corporation, company, trust, public body or government or other entity of any kind or nature.

“**Project**” means “Artizcoin by ArtizyouSWAP”, which includes the development of a decentralized cloud storage operating system as well as the development of a shared computing operating system, as described in the Artizcoin by ArtizyouSWAP White Paper, which is available at <https://Artizcoin.com>.

“**SAFT**” means an instrument containing a future right to Tokens, similar in form and content to this instrument, purchased by investors for the purpose of funding the Company’s business operations. References to “this SAFT” mean this specific instrument.

“**Token**” means the type of cryptocurrency native to the Project.

### 3. **Termination**

This SAFT will expire and terminate (without relieving the Company or Purchaser of any obligations arising from a prior breach of or non-compliance with this SAFT) upon the delivery of Total Granted Artizcoin by ArtizyouSWAP Tokens issued to the Purchaser pursuant to Section 1.

### 4. **Confidentiality**

- a) Each Party acknowledges that in connection with this SAFT, such Party may have access to Proprietary Information (as defined below). Each Party agrees that, for five (5) years after duly signing of this SAFT by the Parties hereto, it will not (i) use any Proprietary Information, except if the Party to which it belongs agrees to disclose this Proprietary Information on a case-by-case basis, or (ii) disclose to others any Proprietary Information, except to such extent as may be necessary in connection with this SAFT. In addition, the Purchaser shall keep confidential the existence and content of this SAFT unless and until the Company publicizes the existence and/or content of this SAFT. The Purchaser will solely be entitled to disclose the same information concerning this SAFT as disclosed by the Company. However, if disclosure is required by law, in the reasoned opinion of counsel to the Purchaser, the Purchaser shall give the Company at least thirty (30) days written notice before such disclosure and shall disclose only such information as is required by law and shall work to maintain the confidential nature of such disclosure.

- b) For purposes of this SAFT, “**Proprietary Information**” of a Party shall mean all information (whether patentable or copyrightable) owned, possessed, or used by a Party, including without limitation any trade secrets, know-how, data, processes, formulas, methods, technology, pricing, business plans, software, customers and prospective customers, partners and prospective partners, suppliers, development plans, and sales and marketing information. A Party’s obligations under this Section shall not apply to any information that (a) is or becomes known to the public under circumstances involving no breach by the other Party of the terms of this Section, (b) is generally disclosed to third parties by the disclosing Party without restriction on such third parties, or (c) is approved for release by written authorization of the disclosing Party.

## **5. No Fiduciary Duty**

The Purchaser is not the agent or employee of the Company or the Company’s Affiliates or the Project and each Party hereto is independently responsible for its own actions or omissions. The Parties agree that it is not their intention to create a fiduciary relationship between themselves. Without limiting the foregoing and irrespective of the receipt of Proprietary Information, the Company acknowledges and agrees that: (i) the Purchaser has not acted, is not acting and will not act in a fiduciary or similar capacity with respect to, the Project or the Company or the Company’s Affiliates or any other third party and neither a previous nor existing relationship between the Purchaser, the Company or the Company’s Affiliates, or the Project will be deemed to create a fiduciary relationship; and (ii) the Purchaser has not assumed and is not assuming any duties or obligations other than those expressly set out in any written agreement executed between the Parties and such duties, if any, shall be owed solely to the Project.

## **6. Company Representations**

- a) The Company is a corporation duly organized, validly existing and in good standing under the laws of its state of incorporation, and has full legal capacity, power, and authority to execute and deliver this SAFT and to perform its obligations hereunder.
- b) 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 its knowledge, the Company is at the date of this SAFT 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 debt 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 SAFT 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 debt 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 on 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 SAFT, other than the Company's corporate approvals. To the knowledge of the Company, no qualifications or filings under applicable securities laws is necessary, and the Company makes no express or implied warranties as to any liabilities or requirements imposed on the Company by financial authorities under applicable securities regulations following the date of this SAFT, or from any consequences thereof. The Purchaser accepts and acknowledges that the Company may have to refund the Total Granted Artizcoin by ArtizyouSWAP Tokens to the Purchaser at any point should it be required under applicable law or due to a significant change in the Company's legal position concerning securities regulations or otherwise.
- e) To the best of 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.

## **7. Purchaser Representations**

- a) The Purchaser declares to have 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 is purchasing the Tokens to be acquired hereunder for its own benefit for investment, not as a nominee or agent, and not with a view to, or for resale in connection with, the distribution thereof, and the Purchaser has no present intention of selling, granting any participation in, or otherwise distributing the same.
- c) The Purchaser has such knowledge and experience in financial and business matters that the Purchaser is capable of evaluating the merits and risks of such investment, is able to incur a complete loss of such investment without impairing the Purchaser's financial condition and is able to bear the economic risk of such investment for an indefinite period of time.
- d) The Purchaser confirms to have performed necessary investigations and due diligence of the Company and the Artizcoin by ArtizyouSWAPS Tokens, including any Token attributes, the

Company's business plan and the Company's White Paper. The Purchaser waives any further right to carry out commercial, technical, financial or legal due diligence following the execution of this SAFT.

## 8. Miscellaneous

- a) This SAFT may not be amended, waived, or modified without the written consent of the Parties.
- b) Any notice required or permitted by this SAFT will be deemed sufficient when sent by email to the relevant address listed on the signature page.
- c) The Purchaser is not entitled to vote or be deemed a holder of the Company's equity shares for any purpose, nor will anything in this SAFT be construed to confer on the Purchaser any rights of a Company shareholder or rights to vote for the election of directors or on any matter submitted to Company shareholders, or to give or withhold consent to any corporate action or to receive notice of meetings.
- d) Neither this SAFT nor the rights in this SAFT are transferable or assignable, by operation of law or otherwise, by either party without the prior written consent of the other; *provided, however*, that this SAFT and/or its rights may be assigned without the Company's consent by the Purchaser to any Affiliate of the Purchaser; and *provided, further*, that the Company may assign this SAFT in whole, without the consent of the Purchaser, in connection with a reincorporation, corporate restructuring or to any Affiliate as the case may be.
- e) Each Party is solely responsible for its own tax treatment of this SAFT. The Purchaser shall bear its own risk of any taxes from its purchase, use and ownership of the Artizcoin by ArtizyouSWAP Tokens. Under no circumstances shall the Company be responsible for the Purchaser's tax treatment of this SAFT, the Artizcoin by ArtizyouSWAP Tokens or any other related agreement between the Parties, whether direct or indirect taxes. The Customer is solely liable for any Value Added Tax and other indirect taxes related to this SAFT, if applicable.
- f) Each Party carries its own costs and expenses incurred in connection with this SAFT.
- g) 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.
- h) This SAFT may be executed in counterparts, each of which is a (duplicate) original and all of which together evidence the same SAFT.

- i) This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of Norway and shall be handled under the jurisdiction of the competent Norwegian Courts.

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*(signature page follows)*

**IN WITNESS WHEREOF**, the Parties have executed and delivered this SAFT effective as of the date first above written (unless this SAFT on a later date as stated in the signature box where the last signature will be considered the exact time on which this SAFT has entered effect). This Agreement is made on the aforementioned date and written in three original (digitally signed) copies, one for each Party and one for the Company file.

**SIGNED BY**

**Artizcoin by Artizyou Technologies Inc.**

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*“The Company”*

Name: Sam Drissi

Title: CEO

Mail: sam@artizyou.com

**Date: XX/XX/XXXX**

*“The Purchaser”*

Name:

Title:

Mail:

**Date: XX/XX/XXXX**