

GoldFinX

Fair trade crypto-finance

SAFT (SIMPLE AGREEMENT FOR FUTURE COINS)

VERSION 1.3
Q2 2018

<i>Purchase Amount:</i>	
<i>Purchase Price:</i>	2 EUR = 1 GIX
<i>Bonus Rate:</i>	50%
<i>Bonus Price:</i>	1 EUR = 1 GIX
<i>Coins (Coins):</i>	
<i>Wallet address from which funds will be sent:</i>	
<i>GIX wallet for "ETH":</i>	
<i>Purchase Date</i>	" (the Effective Date)

You are not eligible, and you are not permitted to sign this SAFT (Simple Agreement for Future Coins) and to purchase any GiX coins if you are a citizen or resident (tax or otherwise) of countries under international sanctions and/or where ICO's are prohibited. Furthermore, due to current regulatory uncertainty, citizens or residents (tax or otherwise) of the United States of America & Singapore are not eligible to purchase any GiX coins. If you are in any doubt as to the action you should take and the consequences it will involve, please consider consulting your legal, financial, tax or other professional advisor(s). We make no representation to sell our GiX coins to any person where any of the above remains a concern for the authorities in question.

GIX COIN, a product of GOLDFINX PTE Ltd.

SAFT

(Simple Agreement for Future Coins)

THIS CERTIFIES THAT in exchange for the payment by the undersigned purchaser (the “**Purchaser**”) of the Purchase Amount, GOLDFINX PTE Ltd., a Singaporean corporation with company number 201806917K (the “**Company**”), hereby issues to the Purchaser the right (the “**Right**”) to certain units of GIX Coin (the “**Coin**” or “**GIX Coin**”), subject to the terms set forth below.

1. Definitions

“**Dissolution Event**” means (i) a voluntary termination of operations of the Company, (ii) a general assignment for the benefit of the Company’s creditors or (iii) any other liquidation, dissolution or winding up of the Company, whether voluntary or involuntary.

“**Governmental Authority**” means any nation or government, any state or other political subdivision thereof, any entity exercising legislative, judicial or administrative functions of or pertaining to government, including, without limitation, any government authority, agency, department, board, commission or instrumentality, and any court, tribunal or arbitrator(s) of competent jurisdiction, and any self-regulatory organization.

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

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

“**Network Launch**” means the bona fide public release of the GIX Coin genesis block and a fully functioning GIX Coin blockchain running a client that conforms to the GIX Coin protocol as ratified by the Company.

“**SAFT**” means an agreement containing a future right to units of Coins purchased by Purchasers, similar in form and content to this agreement, which a significant portion of the amount raised under the SAFTs will be used to fund the Company’s development of a public enterprise blockchain that will support custom blockchain architectures.

2. Events

(a) Network Launch. If there is a Network Launch before the expiration or termination of this instrument, the Company will issue to the Purchaser a number of units of the Coin equal to the Purchase Amount. In connection with, as a condition to, and prior to the issuance of Coins by the Company to the Purchaser pursuant to this Section 1(a):

- The Purchaser will execute and deliver to the Company any and all other transaction documents related to this SAFT, including verification of accredited investor status or non-U.S. person status under the applicable securities laws.
- The Purchaser will provide to the Company a network address to which Purchaser's Coins will be sent after the Network Launch.

(b) Dissolution Event. If there is a Dissolution Event before this instrument expires or terminates, the Company will pay an amount equal to the Purchase Amount (the “**Discounted 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. 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 Discounted 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 Discounted Purchase Amounts they would otherwise be entitled to receive pursuant to this Section 1(b). Any distributed amounts shall be in EUR Euros or its equivalent in cryptocurrency.

(c) Termination. This instrument will expire and terminate upon the earlier of (i) the issuance of Coins to the Purchaser pursuant to Section 1(a); (ii) the payment, or setting aside for payment, of amounts due the Purchaser pursuant to Section 1(b); (iii) the date that is ninety days after the date of **Network Launch**, 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 ninety (90) days, in its sole discretion; or (iv) the failure to obtain net proceeds of more than \$400,000 from the sale of all rights pursuant to the SAFTs; provided, that in the case of (iii) and (iv), the Company shall have the obligation to repay to the Purchasers the aggregate amount of all Purchase Amounts.

3. Company Representations

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

(b) The execution, delivery and performance by the Company of this instrument is, to the Company's knowledge, within the power of the Company and, other than with respect to the actions to be taken when Coins are to be issued to the Purchaser, has been duly authorized by all necessary actions on the part of the Company. This instrument constitutes a legal, valid and binding obligation of the Company, enforceable against the Company in accordance with its terms, except as limited by bankruptcy, insolvency or other laws of general application relating to or affecting the enforcement of creditors' rights generally and general principles of equity. To the knowledge of the Company, it is not in violation of (I) its current certificate of incorporation or bylaws, or (II) any material indenture or contract to which the Company is a party or by which it is bound, where, in each case, such violation, individually, or together with all such violations, could reasonably be expected to have a material adverse effect on the Company.

(c) To the knowledge of the Company, the performance and consummation of the transactions contemplated by this instrument do not and will not: (I) violate any material judgment, statute, rule or regulation applicable to the Company as currently in effect; (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) To the knowledge of the Company, no consents or approvals are required in connection with the performance of this instrument, other than: (I) the Company's corporate approvals; and (II) compliance to the guide to digital token offering issued by the MAS (Monetary Authority of Singapore) to issue cryptocurrency.

(e) THE COMPANY MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE COINS, INCLUDING ANY (I) WARRANTY OF MERCHANTABILITY; (II) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (c) WARRANTY OF TITLE; OR (III) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE. EXCEPT AS EXPRESSLY SET FORTH 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 instrument and to perform its obligations hereunder. This instrument constitutes valid and binding obligation of the Purchaser, enforceable in accordance with its terms, except as limited by bankruptcy, insolvency or other laws of general application relating to or affecting the enforcement of creditors' rights generally and general principles of equity.

(b) The Purchaser has been advised that this instrument is a digital currency and that the offers and sales of this instrument have not been registered under any country's securities laws and, therefore, cannot be resold except in compliance with the applicable country's laws. The Purchaser is purchasing this instrument for its own account for investment, not as a nominee or agent, and not with a view to, or for resale in connection with, the distribution thereof, and the Purchaser has no present intention of selling, granting any participation in, or otherwise distributing the same. The Purchaser has such knowledge and experience in financial and business matters that the Purchaser is capable of evaluating the 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.

(c) The Purchaser enters into this SAFT with the predominant expectation that (i) he, she or it, as the case may be, will profit upon the successful development and Network Launch arising from the efforts of the Company and its employees to develop and market the Network, the Network Launch and related sale of the Coins; and (ii) the Company will make actual delivery of the coins to the Purchaser upon the Network Launch.

(d) The Purchaser hereby has sufficient knowledge and experience in business and financial matters to be able to evaluate the risks and merits of its purchase of the Coins and the signature of the relevant SAFT and is able to bear the risks thereof. The Purchaser is aware of Company's business plan and has acquired sufficient information about the Company to reach an informed and knowledgeable decision to sign this SAFT. The Purchaser understands that the Coins involve risks, all of which the Purchaser fully and completely assumes, including, but not limited to, the risk that (I) the technology associated with the Network will not function as intended; (II) the Network and Network Launch will not be completed; (III) the Network will fail to attract sufficient interest from key stakeholders; and (IV) the Company and/or the Network may be subject to investigation and punitive actions from Governmental Authorities. The Purchaser understands and expressly accepts that the Coins will be created and delivered to the Purchaser at the sole risk of the Purchaser on an "AS IS" and "UNDER DEVELOPMENT" basis. The Purchaser understands and expressly accepts that the Purchaser has not relied on any representations or warranties made by the Company outside of this instrument,

including, but not limited to, conversations of any kind, whether through oral or electronic communication, or any white paper. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE PURCHASER ASSUMES ALL RISK AND LIABILITY FOR THE RESULTS OBTAINED BY THE USE OF ANY COINS 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 COINS.

(e) 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 instrument or intentional fraud. THE COMPANY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS INSTRUMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT OR OTHERWISE, SHALL NOT EXCEED THE TOTAL OF THE AMOUNTS PAID TO THE COMPANY PURSUANT TO THIS INSTRUMENT. 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 INSTRUMENT.

(f) The Purchaser understands that Purchaser bears sole responsibility for any taxes as a result of the matters and transactions the subject of this instrument, and any future acquisition, ownership, use, sale or other disposition of Coins held by the Purchaser. To the extent permitted by law, the Purchaser agrees to indemnify, defend and hold the Company or any of its affiliates, employees or agents (including developers, auditors, contractors or founders) harmless for any claim, liability, assessment or penalty with respect to any taxes (other than any net income taxes of the Company that result from the issuance of Coins to the Purchaser pursuant to Section 1(a) of the instrument) associated with or arising from the Purchaser's purchase of Coins hereunder, or the use or ownership of Coins.

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 Ether, XRP or BTC, cash where allowed and Wire Bank Transfer. Purchaser shall make the required payment to the Company in consideration for Purchaser's purchase of the Right pursuant to the SAFT through the procedures set forth by the company.

(b) For purposes of this instrument, the value of the Purchase Amount shall be deemed in Euro whether the Purchaser pays in cryptocurrency, it will value at the Applicable Exchange Rate for that particular cryptocurrency the day of the transaction. The term "**Applicable Exchange Rate**" shall mean the conversion rate (cryptocurrency to Euro) of the day of the transaction, as traded on one of the major crypto-exchanges.

4. Miscellaneous

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

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

(c) The Purchaser is not entitled, as a holder of this instrument, 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 instrument 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; and provided, further, that the Company may assign this instrument in whole, without the consent of the Purchaser, in connection with a reincorporation to change the Company's domicile.

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

(g) User acknowledges and agrees that in case of regulation changes GoldFinX might have no other option that move its operations in another country than Singapore. GoldFinX warrants that any move to a more crypto currency friendly jurisdiction will not affect any of the rights of the GiX owner described in the present document.

(h) Each of the Company and the Purchaser agree to treat this instrument as a forward contract

In relation to the Singapore federal, state and local income 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.

(i) 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 instrument and give effect to the transactions contemplated by this instrument, including, without limitation, to enable the Company or the transactions contemplated by this instrument to comply with applicable laws.

(j) The Company shall not be liable or responsible to the Purchaser, 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: (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.

IN WITNESS WHEREOF, the undersigned have caused this instrument to be duly executed and delivered.

GOLDFINX PTE. Ltd.

By: _____

Philippe BEDNAREK

Chief Executive Officer

Email: p.bednarek@goldfinx.com

PURCHASER:

By: _____

Name: _____

Title: _____

Email: _____