

BCSHOP.IO PTE.LTD.
SAFT
(Simple Agreement for Future Tokens)

THIS CERTIFIES THAT in exchange for the payment by [REDACTED] (the “Purchaser”) of [REDACTED] ETH (the “Purchase Amount”) to **BCSHOP.IO PTE.LTD.**, a company incorporated in **Singapore** at 176 Joo Chiat Road, #02-02427447 Singapore (the “Company”), the Company hereby issues to the Purchaser the right to cryptographic tokens in the BCSHOP.IO platform (the “Tokens”).

The “Base price” is **0.01** ETH per token.

The “Bonus Rate” is **50%** in the period 09.10.2017 – 15.12.2017.

The “Bonus Rate” is **35 %** in the period 15.01.2018 – 31.01.2018.

The “Agreement Date” is [REDACTED]

See **Section 2** for certain additional defined terms.

1. Events

(a) **Token Sale.** In the event that the Company or any Nominated Entity operates a Qualifying Token Sale, the Company will automatically issue to the Purchaser, or will take all reasonable steps to procure that the Nominated Entity promptly issues to the Purchaser, a number of Tokens equal to the Purchase Amount and additional Bonus Rate (the **Purchaser Tokens**).

If the Company elects to operate the Qualifying Token Sale using a Nominated Entity, it will inform the Purchaser in writing. The performance by the Nominated Entity of the obligations of the Company under this agreement will duly discharge the obligations of the Company to the Purchaser.

(b) **Dissolution Event.** If there is a Dissolution Event before this agreement expires or terminates, the Company will pay an amount equal to the Purchase Amount, due and payable to the Purchaser immediately prior to, or concurrent with, the consummation of the Dissolution Event. If immediately prior to the consummation of the Dissolution Event, the assets of the Company 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 Purchase Amounts, then the entire 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 Purchase Amounts they would otherwise be entitled to receive pursuant to this Section 1(b).

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

2. Definitions

“**Accompanying Documents**” means other regulatory documents accompanying and detailing General terms & conditions of BCS tokens sale, being inalienable part hereof and published on the Website (including, but not limited to Privacy Policy, BCS Token Pre-Sale Agreement, BCS Token Sale Agreement, etc.). Project White paper is not considered as Accompanying document and provided only as a descriptive information about the project.

“**BCSHOP.IO**” means a suite of smart contracts built on the Ethereum Network which designated for the global selling of various digital goods or services (such as software codes, game currency, e-books, discount coupons, online conference tickets, electronic tickets to live events, etc.).

“**BCSToken**” means cryptographic tokens in the BCSHOP.IO platform that can be exchanged for bonuses to token holders that token holders can use to pay for goods and services inside BCShop.io platform.

“**Dissolution Event**” means (i) a voluntary termination of operations, (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.

“**Purchase Amount**” means the amounts paid by the Purchaser to the Company pursuant to this agreement.

“**Nominated Entity**” means a company or other organization, nominated by the Company to operate the Qualifying Token Sale.

“**Qualifying Token Sale**” means the operation by the Company or any subsidiary thereof of a public sale of cryptographic tokens necessary for the operation of the **BCSHOP.IO**.

“**SAFT**” means an agreement concluded during Qualifying Token Sale containing a future right to Tokens of **BCSHOP.IO** purchased by Purchasers for the purpose of funding the Company’s business operations.

“**SAFT Tokens**” means BCS Tokens issued as performance of “**SAFT**”.

3. Company Representations

(a) The Company is duly incorporated and validly existing 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 agreement is within the power of the Company and, other than with respect to the actions to be taken when tokens are issued to the Purchaser, has been duly authorized by all necessary actions on the part of the Company. This agreement 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 articles of association, (ii) any material statute, rule or regulation applicable to the Company or (iii) any material indenture or contract to

which the Company is a party or by which it is bound, where, in each case, such violation or default, individually, or together with all such violations or defaults, could reasonably be expected to have a material adverse effect on the Company.

(c) The performance and consummation of the transactions contemplated by this agreement do not and will not: (i) violate any material judgment, statute, rule or regulation applicable to the Company; (ii) result in the acceleration of any material indenture or contract to which the Company is a party or by which it is bound; or (iii) result in the creation or imposition of any lien upon any property, asset or revenue of the Company or the suspension, forfeiture, or nonrenewal of any material permit, license or authorization applicable to the Company, its business or operations.

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

(e) To its knowledge, the Company owns or possesses (or can obtain on commercially reasonable terms) sufficient legal rights to all patents, trademarks, service marks, trade names, copyrights, trade secrets, licenses, information, processes and other intellectual property rights necessary for its business as now conducted and as currently proposed to be conducted, without any conflict with, or infringement of the rights of, others.

4. Purchaser Representations

(a) The Purchaser has full legal capacity, power and authority to execute and deliver this agreement and to perform its obligations hereunder. This agreement 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 this agreement and the Tokens to be acquired by the Purchaser hereunder for its own account, not as a nominee or agent, and not with a view to, or for resale or for speculative investments, 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 has read and completely understand General Terms & Conditions of BCS Tokens sale and other Accompanying Documents.

(d) The Purchaser meets the definition of "accredited investor" or "sophisticated investor" or similar terminology under the applicable securities regulation in these jurisdictions.

5. Miscellaneous

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

(b) Relations arising from this SAFT are also subject to regulations set forth in General terms & conditions of BCS tokens sale and other Accompanying Documents.

(c) Unless otherwise expressly stated herein, all communications under this agreement will be in writing and may be made by letter or email. Any notice required or permitted by this agreement will be deemed sufficient when delivered personally or by overnight courier or sent by email to the relevant address listed on the signature page, or 48 hours after being deposited in the mail as certified or registered mail with postage prepaid, addressed to the party to be notified at such party's address listed on the signature page, as subsequently modified by written notice.

(d) The Purchaser is not entitled, as a holder of this agreement and SAFT Tokens, to vote or receive dividends or be deemed the holder of shares for any purpose, nor will anything contained herein be construed to confer on the Purchaser, as such, any of the rights of a shareholder of the Company or any right to vote for the election of directors or upon any matter submitted to shareholders 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.

(e) Neither this agreement nor the rights contained herein may be assigned, by operation of law or otherwise, by either party without the prior written consent of the other.

(f) In the event any one or more of the provisions of this agreement is for any reason held to be invalid, illegal or unenforceable, in whole or in part or in any respect, or in the event that any one or more of the provisions of this agreement operate or would prospectively operate to invalidate this agreement, then and in any such event, such provision(s) only will be deemed null and void and will not affect any other provision of this agreement and the remaining provisions of this agreement will remain operative and in full force and effect and will not be affected, prejudiced, or disturbed thereby.

(g) This agreement may be executed and delivered in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts together shall constitute the one agreement.

(h) Any Dispute arising out of or related to this Agreement will be resolved solely through individual arbitration and will not be brought as class arbitration, class action or any other type of representative proceeding. There will be no class arbitration or arbitration in which an individual attempts to resolve a Dispute as a representative of another individual or group of individuals. Further, a Dispute cannot be brought as a class or other type of representative action, whether within or outside of arbitration, or on behalf of any other individual or group of individuals.

(i) To resolve any dispute, controversy or claim between Purchaser and the Company arising out of or relating to these Terms, or the breach thereof, Purchaser and the Company agree first to negotiate the issue in good faith for a period of not less than sixty (60) days following written notification of such controversy.

(j) If the negotiations do not resolve the dispute, controversy or claim to the reasonable satisfaction of Purchaser and the Company during such period, then Purchaser and the Company irrevocably and unconditionally submit to the respective

claim to the binding arbitration administered by with the Arbitration Rules of the Riga International Commercial Arbitration Court in Riga on the basis of written documents (written procedure), which Rules are deemed to be incorporated by reference into this clause. The number of arbitrators shall be one. The language to be used in the arbitral proceedings shall be English. In accordance with its rules, and judgment upon the award rendered by the arbitrator (which is the referral of a dispute to one person charged with reviewing the dispute and making a final and binding determination to resolve it instead of having the dispute decided by a judge or jury in court) may be entered in any court having jurisdiction thereof.

(*Signature page follows*)

This agreement has been executed and delivered as a deed on the date appearing at the beginning of this deed.

Executed and delivered as a deed by BCSHOP.IO PTE.LTD..

By Vladlen Manshin acting under the POA:

Position: CEO

Address: _____

Email: _____

ETH wallet for the payment: _____

Signature: _____

Executed and delivered as a deed by Purchaser:

Name: _____

Address: _____

Email: _____

ETH wallet for the payment: _____

ETH wallet for the tokens: _____

Signature: _____