

COBINHOOD TOKEN SAFT
(Simple Agreement for Future Tokens)

This COBINHOOD Token SAFT (the “SAFT”) states the terms and conditions that govern the contractual agreement between the Recipient and [BEING, Inc.] having his principal residence located at [The Grand Pavilion Commercial Centre, Oleander Way, 802 West Bay Road, P.O. Box 32052, Grand Cayman KY1-1208 Cayman Islands] (the “Company”).

WHEREAS, the Company owns [500,000,000 (500 million)] COB Tokens (as defined below), which amounts to [50%] of COBINHOOD Tokens; and

WHEREAS, the Company desires to distribute COB Tokens, to the Recipient and the Recipient agrees to acquire the COB Tokens, from the Company subject to the terms and conditions herein; and

WHEREAS, the Company conducts COBINHOOD Token Smart Contract Address as 0xb2f7eb1f2c37645be61d73953035360e768d81e6.

NOW, THEREFORE, in consideration of the mutual covenants and promises made by the Recipient and the Company (individually, each a “Party” and collectively, the “Parties”) covenant and agree as follows.

1. Distribution and Acquisition of the Tokens

The Company will distribute to the Recipient COBINHOOD Tokens through registration into the Recipient’s wallet based on the exchange formula specified in the Whitepaper (as defined below).

Subject to this SAFT, the Parties agree to exchange COBINHOOD Tokens and the detailed information and rules of the transaction shall mainly take the Whitepaper for reference. All COB Tokens acquired pursuant to this SAFT shall be subject to the COBINHOOD T&C(as defined below), which is the general prohibition and regulation on the Recipient’s ability to subsequently sell, transfer, spend, exchange or otherwise make use of COB Tokens on COB Platform until such Tokens are vested as provided herein.

Upon the Recipient's execution of this SAFT, the Company shall deliver to the Recipient any documentation the Company reasonably requires to process the distribution of COB Tokens to the Recipient. The Recipient shall make the contribution by placing ETH into Company's Ethereum wallet address, and the Company shall register the corresponding number of COB Tokens to the Recipient's original Ethereum wallet where the Recipient's ETH contribution originally came from, in accordance with the procedures and the schedules as specified in the Whitepaper.

This SAFT shall be effective and binding on the Parties when the Recipient: (a) clicks the check box on the Website to indicate that the Recipient has read, understands and agrees to the terms of this SAFT; or, if earlier (b) upon Company's receipt of contribution from the Recipient. The Recipient agrees to be bound on this basis, and confirms that the Recipient has read in full and understands this SAFT and the terms on which the Recipient is bound.

The Company has prepared a Cobinhood Terms and Conditions ("COBINHOOD T&C"), which sets forth the general description and restriction of the COB Tokens, and the whitepaper describing the general feature of the Project and the ICO ("Whitepaper"). The Whitepaper and the COBINHOOD T&C are hereby incorporated by reference and are available on the Website at the following address: [<http://www.cobinhood.com/>]

2. Definitions

"Website" means <https://www.cobinhood.com>.

"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.

"Platform Launch" the bona fide public release of the COBINHOOD Token and a fully functioning and secure COB Token blockchain running a client that conforms as ratified by BEING, Inc.

"SAFT" means an agreement containing a future right to units of COB Tokens acquired by Recipients, 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 decentralized storage platform that enables entities to earn COB Tokens.

3. Company Representations

(a) The Company is a corporation duly organized, validly existing and in good standing under the laws of Cayman Islands, 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 COB Tokens are to be issued to the Recipient, 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 by laws, 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) 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) The Company is the sole beneficial and record owner of COB Tokens. The Company holds valid and marketable title to the COB Tokens which are free and clear of all encumbrances, restrictions on transfer, or other defects in title of any kind, and has the right and authority to enter into and carry out the terms of this SAFT, including without limitation,

the distribution and transfer of COB Tokens to the Recipient and has taken all action necessary to validly do so.

(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; (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, RECIPIENT 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. Recipient Representations

(a) The Recipient 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 Recipient, 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 Recipient has been advised of the technological nature of the COB Tokens and that the COB Token has not been registered under any country's regulations and, therefore, cannot be resold except in compliance with the applicable country's laws. The Recipient is acquiring COB Token for its own account for sponsorship, not as a nominee or agent, and not with a view to, or for resale in connection with, the distribution thereof, and the Recipient has no present intention of selling, granting any participation in, or otherwise distributing the same.

(c) The Recipient enters into this SAFT with the predominant expectation that (i) he, she or it, as the case may be, will benefit from the successful development and Platform Launch arising from the efforts of the Company and its employees to develop and market the Platform, the Platform Launch and related sale of the COB Tokens; and (ii) the Company will make actual delivery of COB Tokens to the Recipient upon the schedule set forth in Section 1.

(d) The Recipient has sufficient knowledge and experience in business and financial matters to be able to evaluate the risks and merits of its execution of this SAFT and acquisition of the COB Tokens and is able to bear the risks thereof. The Recipient 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 execute this SAFT. The Recipient understands that the Tokens involve risks, all of which the Recipient fully and completely assumes, including, but not limited to, the risk that (i) the technology associated with the Platform will not function as intended; (ii) the Platform and Platform Launch will not be completed; (iii) the Platform will fail to attract sufficient interest from key stakeholders; and (iv) the Company and/or the Platform may be subject to investigation and punitive actions from Governmental Authorities. The Recipient understands and expressly accepts that the COB Tokens will be created and delivered to the Recipient at the sole risk of the Recipient on an "AS IS" and "UNDER DEVELOPMENT" basis. The Recipient understands and expressly accepts that the Recipient 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. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE RECIPIENT 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 COB TOKENS.

(e) The Recipient understands that Recipient 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 AMOUNTS 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.

(f) The Recipient understands that Recipient bears sole responsibility for any taxes as a result

of the matters and transactions the subject of this SAFT, and any future acquisition, ownership, use, sale or other disposition of COB Tokens held by the Recipient. To the extent permitted by law, the Recipient 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 distribution of COB Tokens to the Recipient) associated with or arising from the Recipient's acquisition of COB Tokens hereunder, or the use or ownership of COB Tokens.

(g) The Recipient has been complying with the applicable anti-money laundering statutes and the rules and regulations thereunder and any related or similar rules, regulations or guidelines, issued, administered or enforced by any governmental agency (collectively the "Anti-Money Laundering Laws"), and represents that he/she/it will not engage in any money laundering or terrorist financing activity as defined under the Anti-Money Laundering Laws through his/her/its participation in the contribution to the Company and the distribution of the COB Tokens.

5. Restriction

(a) The Company will only accept payment for the COB Tokens distributed under this SAFT in Ether (ETH) in ICO stage. Recipient shall make payment of the contribution to the Company, and the Company will distribute the COB Tokens pursuant to the SAFT through the procedures set forth on Whitepaper.

(b) COB TOKENS ARE NOT INTENDED TO BE DISTRIBUTED TO ANY PERSON OR ENTITY, INCLUDING ANYONE ACTING ON ITS BEHALF, BEING BASED, DOMICILED, LOCATED OR INCORPORATED IN THE UNITED STATES OF AMERICA, CANADA, TAIWAN, AND CHINA, AND ANY OF ITS LANDS, AS WELL AS ANY "RESTRICTED AREA" AS DESCRIBED IN THE COBINHOOD T&C, UNLESS SUCH PERSON OR ENTITY MEETS THE DEFINITION OF "ACCREDITED INVESTOR" OR "SOPHISTICATED INVESTOR" OR SIMILAR TERMINOLOGY UNDER THE APPLICABLE SECURITIES REGULATION IN THESE JURISDICTIONS. All log-ins and usage of Platform from IP located in countries/regions listed above will be banned.

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.

(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, as subsequently modified by written notice received by the appropriate party.

(c) The Recipient is not entitled, as a Party to this SAFT and a holder of the COB Tokens so acquired pursuant to this SAFT, 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 Recipient, 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 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 SAFT in whole, without the consent of the Recipient, in connection with a reincorporation to change the Company's domicile.

(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) Any dispute, controversy or claim arising out of or relating to this SAFT, or the interpretation, breach, termination or validity hereof ("Dispute"), shall first be resolved through consultation. Such consultation shall begin immediately after one party to the Dispute

has delivered to any other party to the Dispute a written request for such consultation. If within thirty (30) days following the date on which such notice is given the dispute cannot be resolved, the dispute shall be submitted to arbitration upon the request of either party to the Dispute with notice to the other. The arbitration shall be conducted in Hong Kong under the auspices of the Hong Kong International Arbitration Centre (the “Centre”) in accordance with the Hong Kong International Arbitration Centre Administered Arbitration Rules (the “HKIAC Rules”) in force at the time of submission of Notice of Arbitration.

(g) The Recipient 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.

(h) The Company shall not be liable or responsible to the Recipient, 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 Platform or consummating the Platform 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.