

**SIMPLE AGREEMENT FOR FUTURE TOKENS
("SAFT")**

BY AND BETWEEN

OPPORTY INTERNATIONAL INC.

AND

(Purchaser)

Please carefully review the notices to Purchasers immediately following this cover page.

To participate in the offer and sale of the SAFT, please follow the instructions described in the SAFT.

The Purchaser must execute and deliver the SAFT following the instructions. An improperly completed SAFT will prevent the Purchaser from participating in the offer and sale of the SAFT.

Purchasers are strongly encouraged to seek independent legal, financial and tax advice regarding their individual circumstances and objectives in determining whether to participate in the offer and sale of the SAFT.

Purchasers should be aware that under the SAFT, they will only receive the rights to receive tokens in the future, and not actual tokens, when they execute and deliver the SAFT.

There are substantial restrictions on the transferability of the SAFT, and there will be no public market for the SAFT for U.S. Purchasers. The SAFT will not be registered under the Securities Act of 1933 and may not be offered or sold in the United States absent registration or an applicable exemption from the registration requirements. Similarly, there are substantial restrictions on the transferability of the tokens, and there will initially be no public market for said tokens for U.S. Purchasers, unless and until the issuer determines and advises the Purchaser that the tokens are not securities and freely transferable.

NOTICE TO ALL PROSPECTIVE PURCHASERS

THIS MEMORANDUM CONSTITUTES AN OFFER OF SAFTS ONLY IN THOSE JURISDICTIONS AND TO THOSE PERSONS WHERE AND TO WHOM THEY LAWFULLY MAY BE OFFERED FOR SALE. THIS MEMORANDUM DOES NOT CONSTITUTE AN OFFER OF AN INVESTMENT IN A SAFT EXCEPT TO THE EXTENT PERMITTED BY THE LAWS OF EACH APPLICABLE JURISDICTION.

IT IS THE RESPONSIBILITY OF ANY PERSONS WISHING TO INVEST IN THE SAFTS DESCRIBED IN THIS MEMORANDUM TO INFORM THEMSELVES AS TO: (A) THE LEGAL REQUIREMENTS OF THEIR OWN COUNTRIES FOR THE PURCHASE, HOLDING, TRANSFER OR OTHER DISPOSAL OF THE OPP TOKENS AND SAFT; (B) ANY FOREIGN EXCHANGE RESTRICTIONS APPLICABLE TO THE PURCHASE, HOLDING, TRANSFER OR OTHER DISPOSAL OF THE OPP TOKENS OR SAFT WHICH THEY MIGHT ENCOUNTER; AND (C) THE INCOME AND OTHER TAX CONSEQUENCES WHICH MAY APPLY IN THEIR OWN COUNTRIES AS A RESULT OF THE PURCHASE, HOLDING, TRANSFER OR OTHER DISPOSAL OF THE OPP TOKENS OR SAFT.

IN PARTICULAR, ANY POTENTIAL PURCHASER CONFIRMS THAT ANY DISCUSSIONS BETWEEN THE POTENTIAL PURCHASER OR REPRESENTATIVES OF THE POTENTIAL PURCHASER AND OF THE COMPANY AND ITS AFFILIATES REGARDING A POTENTIAL INVESTMENT IN A SAFT WERE INITIATED BY SUCH PURCHASER OR ONE OR MORE REPRESENTATIVES OF SUCH POTENTIAL PURCHASER.

THE DISTRIBUTION OF THIS MEMORANDUM IN CERTAIN JURISDICTIONS MAY BE RESTRICTED BY LAW. PERSONS INTO WHOSE POSSESSION THIS MEMORANDUM COMES SHOULD INFORM THEMSELVES ABOUT AND OBSERVE ANY SUCH RESTRICTIONS. FAILURE TO COMPLY WITH ANY SUCH RESTRICTIONS MAY CONSTITUTE A VIOLATION OF THE SECURITIES LAWS OF ANY SUCH JURISDICTION.

PROSPECTIVE PURCHASERS SHOULD READ THE WHOLE OF THIS MEMORANDUM AND SHOULD BE AWARE THAT THESE INSTRUMENTS ARE SPECULATIVE AND INVOLVE A HIGH DEGREE OF RISK. SEE THE SECTION OF THIS MEMORANDUM ENTITLED "RISK FACTORS" FOR A DISCUSSION OF CERTAIN RISKS AND OTHER FACTORS WHICH SHOULD BE CONSIDERED PRIOR TO ANY INVESTMENT IN THE SAFTS.

PROSPECTIVE PURCHASERS MUST RELY UPON THEIR OWN REPRESENTATIVES, INCLUDING THEIR OWN LEGAL ADVISERS AND ACCOUNTANTS, AS TO LEGAL, TAX, INVESTMENT OR ANY OTHER RELATED MATTERS CONCERNING OPPORTY, OPP TOKENS, THE SAFT AND AN INVESTMENT THEREIN. THE CONTENTS OF OPPORTY'S WEBSITE, INCLUDING ANY WEBSITES ACCESSIBLE FROM HYPERLINKS ON OPPORTY'S WEBSITE, DO NOT FORM PART OF THIS MEMORANDUM.

OPP Tokens, a product of Oppority International Inc.

Simple Agreement for Future Tokens

Purchase Amount:	
Purchase Price:	0.0002 ETH per OPP Token
Bonus Rate:	
Vesting Period:	
Number of Tokens:	
State of Residence: (If you are not a U.S. person, please list your country of residency)	
E-mail Address*:	

**If purchase is accepted, the Company will contact the above E-Mail address 5 to 15 days before the Token Generation Event, to obtain the public address of Purchaser's digital wallet. Tokens will be delivered to that public address. Important: Please do NOT disclose the private key to your digital wallet. The Company will never ask you for your private key.*

THIS SIMPLE AGREEMENT FOR FUTURE TOKENS (“**SAFT**”) made and entered into on _____, 2018 (the “**Effective Time**”) by and between Oppority International, Inc., a Delaware corporation (“**Company**”) and the undersigned Purchaser (“**Purchaser**”) certifies that in exchange for the payment by the undersigned Purchaser of the Purchase Amount, the Company hereby issues to the Purchaser the right (“**Right**”) to certain units of Oppority Tokens (the “**Tokens**”), subject to the terms and conditions set forth below.

The parties agree as follows:

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.

“**ETH**” means the Ether digital currency.

“**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.

“**Minimum Viable Product**” or “**MVP**” means the Network with all of the following functionality available: (i) users can vote for escrow members from other Network users; (ii) the Company can invite respected community members to the Network and select them to serve as escrow arbitrators in particular transactions if none are yet present; (iii) users can use decentralized escrow smart contracts through the Network; (iv) anyone can use decentralized escrow smart contracts outside of the Network using open-source code released on GitHub; (v) the Company can use open-source code to build its own applications outside of the Network; (vi) the Company will customize and update the code base for decentralized escrow smart contracts in a public repository to make them available for the open-source community, which can use them to build third-party applications or conduct transactions in or outside of the network; (vii) users can purchase Tokens; (viii) using Tokens, users can pay for priority listing services, conduct transactions with other users of the Network (including payment for services), and purchase offers in addition to the monthly package of free offers; (ix) users receive Tokens as part of the gamification rewards system, including the knowledge-sharing platform.

“**Network**” means the Company’s blockchain-powered service marketplace and knowledge-sharing platform, with a Proof-of-Expertise blockchain protocol and decentralized escrow for B2B and B2C commerce.

“**Offering Materials**” means the SAFT, private placement memorandum (“PPM”) and/or any other offering materials provided to the Purchaser with respect to the Tokens through the date of the Purchaser’s execution of the SAFT, including but not limited to, the white paper describing the Tokens and Token Generation Event.

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

“**Purchase Price**” means 0.0002 ETH per one (1) Token.

“**Subsequent SAFT**” means a SAFT the Company may issue after the issuance of this SAFT but prior to the launch of the MVP with the principal purpose of raising capital. This definition excludes: (i) Tokens issued pursuant to any employee incentive or similar plan of the Company; *provided that*, an instrument substantially similar to or the same as this Agreement may be used in connection with such plan; (ii) Tokens issued or issuable to third party service providers or others in connection with the MVP or the provision of goods or services to the Company; (iii) Tokens issued or issuable in connection with sponsored research, collaboration, technology license, development, marketing or other similar agreements or strategic partnerships; and (iv) any convertible securities issued by the Company.

“**Token Generation Event**” means the issuance by the Company of Tokens to the Purchaser and the holders of other SAFTS pursuant to the SAFTs.

“**Use Restriction**” means the general prohibition on the Purchaser’s ability to sell, transfer, spend, exchange or otherwise make use of the Tokens on the Network until such Tokens are vested as provided in the vesting schedule in Section 3 of the SAFT, titled “Sale and Payment for Tokens; Vesting; Bonuses.”

“**Web-Site**” means <https://opportunity.com> and all subdomains and all their respective pages.

2. Participation in SAFT

(a) **Qualified Investors.** Offer and sale of the SAFT is only available to (i) persons that are resident in the U.S. and who qualify as “accredited investors” within the meaning of Rule 501 of Regulation D promulgated under the U.S. Securities Act of 1933, as amended (“**Act**”); or (ii) persons who are not U.S. persons within the meaning of Rule 902 of Regulation S promulgated under the Act.

- i. Each U.S. Purchaser participating in the offer and sale of the SAFT will need to submit proof to the Company confirming the Purchaser’s accreditation status following the instructions set forth on the Company’s Web-Site under the section titled “Verify Your Status to Participate”.
- ii. Each non-U.S. Purchaser represents and warrants to the Company that it has had the opportunity to consult with the Purchaser’s own legal, tax, accounting and investment advisers regarding its participation in the offer and sale of the SAFT to make sure that the Purchaser is compliant with the laws of the jurisdiction in which the Purchaser is legally domiciled.

(b) **AML/KYC Due Diligence.** Each U.S. and non-U.S. Purchaser participating in the sale of the SAFT must pass Anti-Money Laundering (“**AML**”) and Know Your Customer (“**KYC**”) checks. Instructions for completing the AML/KYC checks are set-forth on the Company’s Web-Site under the section titled “Verify Your Status to Participate”.

3. Sale and Payment for Tokens; Vesting; Bonuses

<i>Form and Method of Payment for SAFT:</i>	Payment for SAFT is to be made in Ether. The payment instructions are set forth on the Company’s Web-Site.
<i>Amount Offered:</i>	This offering is uncapped.
<i>Total Number of Tokens Offered for this sale:</i>	250,000,000
<i>Purchase Price</i>	0.0002 ETH per Token

<i>Duration of SAFT Pre-sale:</i>	The pre-sale of the Token pursuant to SAFT (“Pre-Sale”) will start on - at - and end on - at -, unless the pre-sale is extended for up to - days by the Company in its sole discretion (“Pre-Sale Period”).																																
<i>Automatic Conversion</i>	The SAFTs will automatically convert into Tokens upon the public release of the Minimum Viable Product, subject to the right of the Company to defer conversion in the event that the Tokens are considered a security under applicable securities laws.																																
<i>Vesting and Bonus:</i>	<p>After the conversion of SAFTs into Tokens, the Tokens will be subject to a mandatory one-month vesting period. Pre-Sale Purchasers will receive bonus Tokens based on this vesting period. The amount of the bonus depends on each Purchaser’s total investment as measured in ETH:</p> <table data-bbox="690 758 1421 1060"> <thead> <tr> <th>Investment Amount</th> <th>1-Month Vesting Period</th> </tr> </thead> <tbody> <tr> <td>0 – 49 ETH</td> <td>25%</td> </tr> <tr> <td>50 – 99 ETH</td> <td>27%</td> </tr> <tr> <td>100 – 249 ETH</td> <td>30%</td> </tr> <tr> <td>250 – 499 ETH</td> <td>32%</td> </tr> <tr> <td>500 – 999 ETH</td> <td>35%</td> </tr> <tr> <td>1,000 – 4,999 ETH</td> <td>40%</td> </tr> <tr> <td>5,000 -ETH</td> <td>45%</td> </tr> </tbody> </table> <p>Purchasers can choose to have their Tokens vest over a 12-month period instead for a higher bonus, which also depends on each Purchaser’s total investment as measured in ETH:</p> <table data-bbox="690 1249 1437 1551"> <thead> <tr> <th>Investment Amount</th> <th>12-Month Vesting Period</th> </tr> </thead> <tbody> <tr> <td>0 – 49 ETH</td> <td>35%</td> </tr> <tr> <td>50 – 99 ETH</td> <td>37%</td> </tr> <tr> <td>100 – 249 ETH</td> <td>40%</td> </tr> <tr> <td>250 – 499 ETH</td> <td>42%</td> </tr> <tr> <td>500 – 999 ETH</td> <td>45%</td> </tr> <tr> <td>1,000 – 4,999 ETH</td> <td>50%</td> </tr> <tr> <td>5,000 ETH</td> <td>55%</td> </tr> </tbody> </table>	Investment Amount	1-Month Vesting Period	0 – 49 ETH	25%	50 – 99 ETH	27%	100 – 249 ETH	30%	250 – 499 ETH	32%	500 – 999 ETH	35%	1,000 – 4,999 ETH	40%	5,000 -ETH	45%	Investment Amount	12-Month Vesting Period	0 – 49 ETH	35%	50 – 99 ETH	37%	100 – 249 ETH	40%	250 – 499 ETH	42%	500 – 999 ETH	45%	1,000 – 4,999 ETH	50%	5,000 ETH	55%
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THE COMPANY MAY OFFER ADDITIONAL BONUSES TO SOME PURCHASERS IN ITS SOLE AND ABSOLUTE DISCRETION (“PRIVATE BONUS”). FOR THE AVOIDANCE OF DOUBT, THE COMPANY IS UNDER NO OBLIGATION TO PROVIDE SUCH PRIVATE BONUS TO ALL PURCHASERS.

4. Events

(b) MVP Launch. If the public release of the MVP occurs before the expiration or termination of the SAFT, the Company will issue to the Purchaser a number of units of the Tokens equal to the Purchase Amount divided by the Purchase Price, plus any applicable bonus Tokens as provided in Section 3 of this Agreement.

In connection with, as a condition to, and prior to the issuance of Tokens by the Company to the Purchaser pursuant to this Section 4(a), the Purchaser must:

- (i)** Execute and deliver a copy of this SAFT to the Company;
- (ii)** Execute and deliver to the Company any and all other transaction documents related to this SAFT as are reasonably requested by the Company, including verification of accredited investor status or non-U.S. person status under the applicable securities laws; and
- (iii)** Provide to the Company a wallet address to which Purchaser's Tokens will be sent during the Token Generation Event.

(c) 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 "**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 (together, 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 4(b).

(d) Termination. This SAFT will expire and terminate upon the earlier of **(i)** the issuance of Tokens to the Purchaser pursuant to Section 4(a) once the Company publicly releases the MVP; **(ii)** the payment, or setting aside for payment, of amounts due the Purchaser pursuant to Section 4(b); or **(iii)** February 4, 2020 (the "**Deadline Date**"), if the MVP has not been publicly released 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 that, in the case of (iii), the Company shall have the obligation to repay to the Dissolving Purchasers the aggregate amount of all Purchase Amounts to the extent funds are available for distribution to the Dissolving Purchasers, as determined in good faith by the Company; if there are not sufficient funds 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 Section 4(b).

5. Subsequent SAFT offerings; No Amendments

The Company may offer and sell SAFTs in multiple rounds at different times and on different terms. If the Company issues a Subsequent SAFT prior to the termination of this SAFT, the Company is under no obligation to provide the Purchaser with written notice thereof, copies of any documentation relating to such Subsequent SAFT, or any additional information related to such Subsequent SAFT, whether or not reasonably requested by the Purchaser. For the avoidance of doubt, in the event the Purchaser determines that the terms of the Subsequent SAFT are preferable to the terms of this SAFT, the Company is under no obligation to amend and restate this Agreement to be similar or identical to the instrument(s) evidencing the Subsequent SAFT.

6. Company Representations

The Company hereby represents and warrants to, and agrees with, the Purchaser as follows:

(b) *Good Standing.* The Company is a corporation duly organized, validly existing and in good standing under the laws of Delaware, and has the power and authority to engage in the activities that are the subject of this instrument.

(c) *Due Authorization.* The execution, delivery and performance by the Company of this instrument are, 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, have 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.

(d) *No Warranties.* 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.

7. Purchaser's Representations

The Purchaser hereby represents and warrants to, and agrees with, the Company and Sponsoring Parties (as defined below) as follows:

(b) ***Company's Reliance.*** The Purchaser acknowledges that the Company and its respective officers, directors, principals, members, employees, agents, and other affiliates (collectively, the "***Sponsoring Parties***") will be relying on the information, representations, warranties and covenants of the Purchaser in this SAFT for many purposes, including for the purpose of determining whether to accept this SAFT from the Purchaser. Without the information, representations, warranties and covenants of the Purchaser in this SAFT, the Company would not accept the SAFT from the Purchaser.

(c) ***Binding Obligation.*** This SAFT shall become binding and enforceable against the Purchaser in accordance with its terms on the date, if any, that the Company accepts this SAFT in whole or in part. The Purchaser understands that, upon acceptance by the Company, the Purchaser is not entitled to cancel, terminate or revoke this Purchase Agreement.

(d) ***Investor Qualification.*** The Purchaser hereby represents and warrants to the Company that it is an "accredited investor," as defined in Rule 501 of Regulation D; or (ii) not a U.S. person within the meaning of Rule 902 of Regulation S under the Securities Act.

(e) ***Restrictions for New York State Residents.*** The Purchaser hereby represents and warrants to the Company that it is not a resident of the State of New York.

(f) ***Investment Experience; Access to Information; Independent Investigation.***

i. ***Access to Information.*** The Purchaser or its professional advisor has been granted the opportunity to ask questions of and receive answers from the Company and the Sponsoring Parties concerning the terms and conditions of the Offering Materials, the Company and the Network, and to obtain any additional information which the Purchaser or its professional advisor deems necessary to verify the accuracy of the information received.

ii. ***Arm's-Length Transaction.*** The Purchaser acknowledges and agrees that the offer and sale of the SAFT is an arm's-length transaction between the Company and the Purchaser. In connection with the SAFT sale, the Company is not acting as the Purchaser's agent or fiduciary. The Company assumes no advisory or fiduciary responsibility in favor of the Purchaser in connection with said sale.

iii. ***No Stockholder Rights.*** The Purchaser understands and acknowledges that by participating in the offer and sale of the SAFT, it will not be entitled to receive dividends or be deemed the holder of capital stock of the Company for any purpose, nor will anything be construed to confer on the Purchaser 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.

iv. Ability to Evaluate. The Purchaser has such knowledge and experience, either individually or together with his, her or its representatives, in financial and business matters, and of cryptographic tokens, token wallets and other token storage mechanisms, public and private key management, blockchain technology, and blockchain-based software systems, to understand the terms of the SAFT and the Offering Materials, and such knowledge, understanding, and experience enables the Purchaser to evaluate the merits and risks of purchasing the Tokens.

v. Assumption of Risk. The Purchaser understands that the Tokens 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 MVP 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.

vi. “As-Is” Status of Tokens. 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. 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

vii. No Reliance. The Purchaser confirms that by making a decision to execute and deliver the SAFT, the Purchaser has relied solely upon the SAFT, the Offering Materials and the independent due diligence conducted by the Purchaser.

viii. Purchase for Own Account. 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.

ix. Disclosure Documents. The Purchaser has received and reviewed the Offering Materials.

(g) Regulatory Issues

i. Advisers and Securities Act Matters. The Purchaser understands and acknowledges that neither the Company or the Sponsoring Parties are registered or licensed with any federal or state regulator as an investment adviser, broker-dealer, money services business, money transmitter, or virtual-currency business. As a result, the Purchaser will not be afforded the full set of protections provided to the clients and customers of such entities under the Securities Act of 1933, as amended (the “*Securities Act*”), the Securities Exchange Act of 1934, as amended (the “*Exchange Act*”), the Investment Advisers Act of 1940, as amended (the “*Advisers Act*”), and any similar or applicable state laws.

ii. *No Registration of Interests.* The Purchaser understands and acknowledges that (i) the offer and sale of the SAFT has not been reviewed by, passed on or submitted to any federal or state agency; (ii) the SAFT is being offered and sold under an exemption from registration provided in Section 4(a)(2) and Regulation D of the Securities Act; and (iii) the Tokens have not been registered under the Securities Act, securities laws of any state or any other jurisdiction, nor is that registration contemplated.

iii. *Risk of Tokens Being Classified as a Security Upon Issuance.* The Purchaser understands and acknowledges that the issuance of the Tokens may constitute the issuance of a “Security” under the Securities and Exchange Acts. The Tokens on the Network are intended to be utility tokens that have specific consumptive use – e.g., they allow participants on the Network, among other things, to (i) execute transactions between service providers and their clients within the system by their mutual agreement; (ii) utilize smart-contracts available on the Network, including decentralized escrow; and (iii) use built-in features of the Proof-of-Expertise Protocol. If, under the existing laws and regulations or interpretations of existing law and regulations, the Tokens were deemed to be a security under U.S. federal securities laws, then, prior to the issuance of the Tokens pursuant to the SAFT, the Company may be required to register such issuance under the Securities Act or seek available exemption from registration. The registration of the Tokens under the Securities Act would result in significant delay in the issuance of the Tokens and would require the Company to incur substantial additional expense. The use of an exemption from registration might impose additional restrictions on the Tokens, including transfer restrictions.

iv. *Risk of Being Classified as Money Transmitter and/or Money Services Business.* The Purchaser understands and acknowledges that the Company believes that it is not a money transmitter (“*MT*”) or a money services business (“*MSB*”). If a Governmental Authority determined that the Company were an MT or MSB, the Company would be subject to significant additional regulatory requirements. Such requirements could lead to substantial changes with respect to the Network, the Tokens, transactions involving the Tokens and other issues, and would greatly increase the cost of creating the Network and facilitating transactions using the Tokens. It could lead to the termination of the Tokens. Further, a Governmental Authority could take adverse action against the Company and Sponsoring Parties if it determines that the Tokens or the Network violate existing law. Any of these outcomes would negatively affect the Network and the value of the Tokens, and could cause the Company to cease operations.

v. *Risk of Being Classified as Unlicensed Virtual Currency Business.* The Purchaser understands and acknowledges that the Company believes that it is not conducting an unlicensed virtual-currency business. If a Governmental Authority determined that the Company were doing so, the Company would be subject to significant additional regulatory requirements. Such requirements could lead to substantial changes with respect to the Network, the Tokens, transactions involving the Tokens and other issues, and would greatly increase the cost of creating the Network and facilitating transactions using the Tokens. It could lead to the termination of the Tokens. Further, a Governmental Authority could take adverse action against the Company and Sponsoring Parties if it determines that the Tokens or the Network violate existing law. Any of

these outcomes would negatively affect the Network and the value of the Tokens, and could cause the Company to cease operations.

(h) SAFT Transfer Restrictions. The Purchaser understands and acknowledges that:

i. *Transfer Restrictions.* There are considerable restrictions on the subsequent transferability of the SAFT and there will be no public market for the SAFT for U.S. purchasers. The SAFT will not be registered under the Securities Act, and may not be offered or sold in the United States absent registration or an applicable exemption from the registration requirements.

ii. *Certain Transfer Exceptions.* The Purchaser of the SAFT may not transfer the SAFT to any “U.S. Person,” within the meaning of Rule 902(a)(k) under the Securities Act; provided that holders of the SAFT may transfer the SAFT to “U.S. Persons” that are “accredited investors” as defined in Rule 501(a) of Regulation D under the Securities Act and in compliance with applicable U.S. securities laws. ANY TRANSFER MADE IN VIOLATION OF THIS TRANSFER PROVISION WILL BE VOID.

iii. *Transfer Restrictions to NY Residents.* The sale of the SAFT in the State of New York may constitute a virtual currency business activity requiring licensing under the New York Banking Law and other New York State laws and regulations.

(i) Due Authorization.

i. *Authority for Individuals.* If the Purchaser is an individual, the Purchaser has the requisite legal capacity for executing and delivering the SAFT and other documents required to be executed in connection with the transaction contemplated herein.

ii. *Authority for Entities.* If the Purchaser is an entity, it is duly and validly organized, validly existing and in good standing as such entity under the laws of the jurisdiction of its organization, with full power and authority to execute and deliver the SAFT.

iii. *Ultimate Token Owners.* The Purchaser, if executing the SAFT in a representative or fiduciary capacity, has full power and authority to execute and deliver this SAFT and each other document referred to herein for which a signature is required in such capacity and on behalf of the subscribing individual, partnership, trust, estate, corporation or other entity for whom or which the Purchaser is executing the SAFT.

(j) Identity of the Purchaser and Beneficial Owners. Neither the Purchaser, nor any of its affiliates or direct or indirect beneficial owners; (i) appears on the Specially Designated Nationals and Blocked Persons List of the Office of Foreign Assets Control of the United States Department of the Treasury (“OFAC”), nor are they otherwise a party with which the Company is prohibited to deal under the laws of the United States; (ii) is a person identified as a terrorist organization on any other relevant lists maintained by Governmental Authorities; or (iii) unless otherwise disclosed in writing to the Company prior to the date of this Agreement, is a senior

foreign political figure¹, or any immediate family member² or close associate³ of a senior foreign political figure. The Purchaser further represents and warrants that, if applicable, the Purchaser: (i) has conducted thorough due diligence with respect to all of its beneficial owners; (ii) has established the identities of all direct and indirect beneficial owners and the source of each beneficial fund; and (iii) will retain evidence of those identities, any source of funds and any due diligence.

(k) Source of Funds.

i. *Anti-Money Laundering.* No payment or other transfer of value to the Company and no payment or other transfer of value to the Purchaser shall cause the Company to be in violation of applicable U.S. federal or state or non-U.S. laws or regulations, including, without limitation, anti-money laundering, economic sanctions, anti-bribery or anti-boycott laws or regulations, the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (“*USA Patriot Act*”), or the various statutes, regulations and executive orders administered by OFAC (“*OFAC Regulations*”).

ii. *OFAC; Support of Illegal Activities.* No payment or other transfer of value to the Company is or will be derived from, pledged for the benefit of, or related in any way to (i) the government of any country designated by the U.S. Secretary of State as a country supporting international terrorism, (ii) property that is blocked under any OFAC Regulations or that would be blocked under OFAC Regulations if it were in the custody of a U.S. national, (iii) persons to whom U.S. nationals cannot lawfully export services, or with whom U.S. nationals cannot lawfully engage in transactions under OFAC Regulations, (iv) the government of any country that has been designated as a non-cooperative country or designated by the U.S. Secretary of the Treasury as a money laundering country or (v) directly or indirectly, any illegal activities. The Purchaser acknowledges that, pursuant to anti-money laundering laws and regulations, the Company may be required to collect documentation verifying the identity and the source of funds used to acquire this SAFT before, and from time to time after, the date of this SAFT.

iii. *Payments; Boycotted Countries.* All payments or other transfer of value to the Company by the Purchaser will be made through an account (or virtual currency public address whose associated balance, either directly or indirectly, has been funded by such an account) located in a jurisdiction that does not appear on the list of boycotted countries published by the U.S. Department of Treasury pursuant to Section 999(a)(3) of the Internal Revenue Code as in effect at the time of the payment or other transfer of value. In the event that the Purchaser is,

¹ A “**senior foreign political figure**” is defined as 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. In addition, a “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.

² An “**immediate family member**” of a senior foreign political figure typically includes the figure’s parents, siblings, spouse, children and in-laws.

³ A “**close associate**” of a senior foreign political figure is a person who is widely and publicly known to maintain an unusually close relationship with the senior foreign political figure, and includes a person who is in a position to conduct substantial U.S. and non-U.S. financial transactions on behalf of the senior foreign political figure.

receives deposits from, makes payments to or conducts transactions relating to a non-U.S. banking institution (a “*Non-U.S. Bank*”) in connection with the acquisition of this SAFT, the Non-U.S. Bank: (1) has a fixed address, other than an electronic address or a post office box, in a country in which it is authorized to conduct banking activities, (2) employs one or more individuals on a full-time basis, (3) maintains operating records related to its banking activities, (4) is subject to inspection by the banking authority that licensed it to conduct banking activities and (5) does not provide banking services to any other Non-U.S. Bank that does not have a physical presence in any country and that is not a registered affiliate.

(k) *Voluntary Compliance.* The Purchaser understands and acknowledges that the Company may not be obligated to comply with any U.S. anti-money laundering requirements but has chosen to voluntarily comply with such requirements as the Company has deemed appropriate in its sole discretion. The Purchaser agrees to cooperate with the Company as may be required in the reasonable opinion of the Company in connection with such compliance.

8. Dispute Resolution & Arbitration.

PLEASE READ THIS SECTION CAREFULLY BECAUSE IT CONTAINS CERTAIN PROVISIONS, SUCH AS A BINDING ARBITRATION CLAUSE AND CLASS ACTION WAIVER, WHICH AFFECT YOUR LEGAL RIGHTS. THIS SECTION REQUIRES YOU TO ARBITRATE CERTAIN DISPUTES AND CLAIMS WITH COMPANY AND LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF FROM US.

(a) *Binding Arbitration.* Except for any disputes, claims, suits, actions, causes of action, demands or proceedings (collectively, “*Disputes*”) arising out of or related to the terms of the SAFT or Offering Materials (the “*Terms*”) in which either party seeks injunctive relief or other equitable relief for the alleged unlawful use of intellectual property, including, without limitation, copyrights, trademarks, trade names, logos, trade secrets or patents, the Company and the Purchaser agree (i) to waive the Purchaser’s and Company’s respective rights to have any and all Disputes arising from or related to these Terms resolved in a court, and (ii) to waive the Purchaser’s and Company’s respective rights to a jury trial. Instead, the Company and the Purchaser agree to arbitrate Disputes through binding arbitration (which is the referral of a Dispute to one or more persons who are not judges 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).

(b) *No Class Arbitrations, Class Actions, or Representative Actions.* The Purchaser and the Company agree that any Dispute arising out of or related to these Terms is personal to the Purchaser and Company and that such Dispute will be resolved solely through individual arbitration and will not be brought as a class arbitration, class action or any other type of representative proceeding. The Purchaser and the Company agree that 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, the Purchaser and the Company agree that 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.

(c) ***Federal Arbitration Act.*** The Purchaser and the Company agree that these Terms affect interstate commerce and that the enforceability of this section 8 shall be both substantively and procedurally governed by and construed and enforced in accordance with the Federal Arbitration Act, 9 U.S.C. § 1 et seq. (the “*FAA*”), to the maximum extent permitted by applicable law.

(d) ***Informal Dispute Resolution; Notice.*** The Purchaser and the Company agree that each party will notify the other party in writing of any Dispute within thirty (30) days of the date it arises, so that the parties can attempt in good faith to resolve the Dispute informally. The Company will send a notice to the Purchaser by email to the then-current email address in the Purchaser’s account. The Purchaser agrees to send a notice to the Company by email to ico@opportunity.com. The purchaser’s notice must include (i) the Purchaser’s name, postal address, telephone number and email address, (ii) a description in reasonable detail of the nature or basis of the Dispute, and (iii) the specific relief that the Purchaser is seeking. If the Purchaser and the Company cannot agree how to resolve the Dispute within thirty (30) days after the date notice is received by the applicable party, then either the Purchaser or the Company may, as appropriate and in accordance with this Section 8, commence an arbitration proceeding or, to the extent specifically provided for in Section 8(a), file a claim in court.

(e) ***Limitations Period, Forum Selection, and Procedure.*** Except for Disputes in which either party seeks to bring an individual action in small claims court or seeks injunctive or other equitable relief for the alleged unlawful use of intellectual property, including, without limitation, copyrights, trademarks, trade names, logos, trade secrets or patents, the Company and the Purchaser agree that any arbitration, suit, or other legal action must be commenced or filed by the Company or the Purchaser within one (1) year of the date the Dispute arose. Otherwise, the underlying claim is permanently barred (which means that the Company and the Purchaser will no longer have the right to assert such claim in any arbitration, suit, or other legal action). The Purchaser and Company agree that (i) any arbitration will occur in Delaware, (ii) arbitration will be conducted confidentially by a single arbitrator in accordance with the rules of the Judicial Arbitration and Mediation Services (“JAMS”), which are hereby incorporated by reference, and (iii) that the state or federal courts in Delaware will have exclusive jurisdiction over any appeals and the enforcement of an arbitration award. To the extent specifically provided for in Section 8(a), the Purchaser may also litigate a Dispute in the small claims court located in the county of the Purchaser’s residence if the Dispute meets the requirements to be heard in that small claims court.

(f) ***Authority of Arbitrator.*** As limited by the FAA, these Terms and the applicable JAMS rules, the arbitrator will have (a) the exclusive authority and jurisdiction to make all procedural and substantive decisions regarding a Dispute, including the determination of whether a Dispute is arbitrable, and (b) the authority to grant any remedy that would otherwise be available in court; provided, however, that the arbitrator does not have the authority to conduct a class arbitration or a representative action, which is prohibited by these Terms. The arbitrator may only conduct an individual arbitration and may not consolidate more than one individual’s claims, preside over any type of class or representative proceeding or preside over any proceeding involving more than one individual.

(g) **Rules of JAMS.** The rules of JAMS and additional information about JAMS are available on the JAMS [website](#). By agreeing to be bound by these Terms, the Purchaser either (a) acknowledge and agree that the Purchaser has read and understands the rules of JAMS, or (b) waives its opportunity to read the rules of JAMS and any claim that the rules of JAMS are unfair or should not apply for any reason.

(h) **Severability.** If any term, clause or provision of this Section 8 is held invalid or unenforceable, it will be so held to the minimum extent required by law, and all other terms, clauses and provisions of this Section 8 will remain valid and enforceable. Further, the waivers set forth in this Section 8 are severable from the other provisions of these Terms and will remain valid and enforceable, except as prohibited by applicable law.

9. Rule 506(d) of Regulation D.

(a) **Disqualifying Events.** As of the date hereof, the Purchaser has not been subject to any event specified in Rule 506(d)(1) of Regulation D promulgated under the Securities Act or any proceeding or event that could result in any such disqualifying event (“**Disqualifying Event**”) that would either require disclosure under the provisions of Rule 506(e) of Regulation D or result in disqualification of the Rule 506 exemption. The Purchaser will immediately notify the Company in writing if the Purchaser becomes subject to a Disqualifying Event at any date after the date hereof. In the event that the Purchaser becomes subject to a Disqualifying Event at any date after the date hereof, the Purchaser agrees and covenants to use its best efforts to coordinate with the Company to provide documentation as reasonably requested by the Company related to any such Disqualifying Event.

(b) **Remedies.** The Purchaser agrees that, at the sole discretion of the Company, its remedies arising out the Purchaser’s Disqualifying Event may include, without limitation, the transfer or sale of the Purchaser’s SAFT.

10. Indemnification.

PLEASE CAREFULLY REVIEW THE INDEMNIFICATION PROVISIONS CONTAINED IN THIS SECTION BECAUSE THEY LIMIT THE PURCHASER’S ABILITY TO SEEK RELIEF FROM THE COMPANY.

(a) **Legal Ramifications.** The Purchaser acknowledges that it fully understands the legal consequences and meaning of the warranties and representations presented in this SAFT, and except as otherwise agreed in writing with the Company, agrees to the fullest extent permitted by applicable law to indemnify, defend and hold harmless the Company and the Sponsoring Parties from and against all actual or threatened claims, lawsuits, damages, liability or expenses whatsoever (including, without limitation, reasonable attorneys’ fees and expenses) due to or arising from or relating to (i) inaccurate warranties and representations made by the Purchaser, or breach and/or failure by the Purchaser to abide by covenants or agreements made by the Purchaser in this SAFT

or any other document presented by the Purchaser to the Company or Sponsoring Parties in connection with this transaction (including the Purchaser's tax forms and Purchaser' AML/KYC Questionnaire); (ii) any proceeding, lawsuit or action for securities, money transmission law violations, or commodities instituted by the Purchaser that is finally resolved by judgment against the Purchaser; or (iii) any action instituted by or on behalf of the Purchaser against the Company or the Sponsoring Parties that is finally resolved by judgment against the Purchaser or in favor of the Company or the Sponsoring Parties.

(b) *No Waiver.* Notwithstanding the foregoing, nothing contained in the SAFT shall constitute a waiver by the Company or the Sponsoring Parties of any of their legal rights under applicable U.S. federal securities laws or any other laws whose applicability is not permitted to be contractually waived.

11. Limitation of Liability.

PLEASE CAREFULLY REVIEW THE PROVISIONS CONTAINED IN THIS SECTION BECAUSE THEY SUBSTANTIALLY LIMIT THE SCOPE OF THE COMPANY'S LIABILITY IN CONNECTION WITH THE SAFT.

(a) *Direct/Indirect Damages.* To the fullest extent permitted by applicable law: (i) in no event will the Company or any of the Sponsoring Parties will be responsible or held liable for any indirect, special, incidental, consequential, or exemplary damages of any kind (including, but not limited to, where related to loss of revenue, income or profits, loss of use or data, or damages for business interruption) arising out of or in any way related to the sale of the SAFT or otherwise related to these Terms, regardless of the form of action, whether based in contract, tort (including, but not limited to, simple negligence, whether active, passive or imputed), or any other legal or equitable theory (even if the party has been advised of the possibility of such damages and regardless of whether such damages were foreseeable); and (ii) in no event will the aggregate liability of the company and the sponsoring parties (jointly), whether in contract, warranty, tort (including negligence, whether active, passive or imputed), or other theory, arising out of or relating to these terms exceed the amount the Purchaser pays to the Company for the SAFT.

(b) *Limitation provisions.* The limitations set forth in this section will not limit or exclude liability for the gross negligence, fraud or intentional, willful or reckless misconduct of the Company or the Sponsoring Parties. Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of the above limitations and disclaimers may not apply to Purchaser.

12. Tax Information.

(a) *Tax Considerations.* The Purchaser is not relying on the Company or the Sponsoring Parties regarding tax considerations in connection with the offer and sale of the SAFT. THE PURCHASER UNDERSTANDS AND ACKNOWLEDGES THAT THERE ARE NO ASSURANCES AS TO THE TAX RESULTS OF THE SAFT. THE PURCHASER HAS HAD

THE OPPORTUNITY TO CONSULT WITH THE PURCHASER'S OWN LEGAL, ACCOUNTING, TAX, INVESTMENT AND OTHER ADVISERS WITH RESPECT TO THE TAX TREATMENT OF ITS PARTICIPATION IN THE SAFT AND THE RISKS INVOLVED.

(b) *Purchaser's Responsibility for Taxes.* The Purchaser understands that the Purchaser bears sole responsibility for any taxes as a result of the matters and transactions that are the subject of the SAFT, and any future acquisition, ownership, use, sale or other disposition of Tokens held by the Purchaser. To the extent permitted by law, the Purchaser agrees to indemnify, defend and hold the Company or the Sponsoring Parties harmless for any claim, liability, assessment or penalty with respect to any taxes associated with or arising from the Purchaser's purchase of Tokens hereunder, or the use or ownership of Tokens.

(c) *Cooperation.* The Purchaser will cooperate with the Company with respect to all tax matters and agrees to duly execute and provide to the Company in a timely manner any tax documentation that may be reasonably requested in connection with the Company.

13. Miscellaneous

(a) *Entire Agreement.* The SAFT along with the Private Placement Memorandum constitute the entire agreement between the parties hereto with respect to the subject matter of the SAFT and may be amended only in writing, executed by all parties hereto.

(b) *Notices.* 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) *No Stockholder, Voting Rights or Dividends.* 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) *No Assignment.* 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, except 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) *Severability.* 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) *Governing law.* ALL RIGHTS AND OBLIGATIONS HEREUNDER WILL BE GOVERNED BY THE LAWS OF DELAWARE, WITHOUT REGARD TO THE CONFLICTS OF LAW PROVISIONS OF SUCH JURISDICTION.

(g) *Assurances.* 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 the 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.

(h) *Force Majeure.* 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 issuing the Tokens, when and to the extent such failure or delay is caused by or results from acts beyond the Company's reasonable control, including, without limitation: **(i)** acts of God; **(ii)** flood, fire, earthquake or explosion; **(iii)** war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, or other civil unrest; **(iv)** Law; or **(v)** action by any Governmental Authority.

(i) *Survival.* The representations and warranties of the Purchaser in the SAFT shall survive the issuance and delivery of the Tokens.

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

[By checking this box and pressing the “I Agree” button, I acknowledge that I have read, understood, and agree to be bound by and comply with all the provisions of the Terms, including the SAFT and the AML/KYC Questionnaire and all other components of the Terms. I acknowledge and accept that all purchases of a SAFT from the Company during the Pre-Sale are final, and that there will be no refunds or cancellations unless otherwise required by applicable Law. I further acknowledge and accept that the Company reserves the right to refuse SAFTs at any time in its sole discretion.]

Opportunity International Inc.

Purchaser:

By:

Name: Sergii Grybniak, Founder

By:

Name:

Its:

Email: