

Simple Agreement for Future Tokens (“SAFT”)

in force as of 18 October, 2021

between

COLIZEUM ASSOCIATION

(“COLIZEUM” or “ASSOCIATION”)

an Association, with a registered address

at Mühlegasse 18,

6340 Baar, Switzerland

and

YOU(“CONTRIBUTOR”)

by electronic way of accepting the terms and offer

Singly referred to as the “Party” and collectively the “Parties”

The Contributor is interested in making a contribution to the project of the Association and receiving allocated Tokens in return at the end of the contribution period of the token sale, as defined herein.

THIS SAFT CONSTITUTES THE AGREEMENT THAT in exchange for the Contribution by a registered Contributor in USDC or any other accepted currency such as EUR, BTC or ETH to the Association hereby issues to the Contributor the right to obtain 50,000,000 cryptographic utility tokens (**Colizeum Utility Tokens “ZEUM”, Total Supply: 1,000,000,000**) on the terms set forth below.

1. Offer of Future Utility Tokens (Private Strategic Round)

In consideration of the Contributor’s contribution (“**Contribution**”) to the Project, the Association will issue 50,000,000 (in words: fifty million) newly minted ZEUM Tokens (“Total Granted ZEUM Tokens”) in favor of the Contributors at a tiered price

of USDC 0,072, 0,073 and 0,074 (or the equivalent value in other currencies) per ZEUM Token. The performance by the Association of the obligations of the Association under this SAFT will duly discharge the Association from its obligations to the Contributor.

In connection with the issuance of ZEUM Tokens by the Association to the Contributor pursuant to this Section the Contributor hereby acknowledges to have full understanding of the following terms:

- **Lock-Up/Vesting** – The ZEUM Tokens shall be subject to a Lock-Up/Vesting period as described hereinafter:

The Association shall unlock 10% of the Total Granted ZEUM Tokens (“**Initial Release**”) on the date and time on which the newly minted ZEUM Tokens are listed on any (centralized or decentralized) crypto exchange or any other marketplace that enables the trade of the newly minted ZEUM Tokens (“**First Unlock Date**”).

The remaining 90% of the Total Granted ZEUM Tokens will be subjected to a cliff (lock-up) period of three (3) months after which the remaining Total Granted ZEUM Tokens (“**Vested Tokens**”) will be unlocked linear *pro rata* per block for a consecutive period of eighteen (18) months. The First Unlock Date constitutes the starting point of the three-month cliff (lock-up) period.

- **Token Delivery** – The Initial Release will be delivered to the Contributor and the Vested Tokens can only be claimed (Self claim portal: <https://app.sablier.finance/>) by the Contributor in accordance with this Section 1 through the following wallet address:

- **Payment Delivery** – The Contributor is obligated to deliver the payment within thirty (30) minutes as indicated in the offer document (“**Offer**”). The Offer is individual to each contributor and includes indication of the currency, amount and address in the respective currency, including payment details.
- In addition to the KYC/AML obligations within Fintelum registration process the Contributor may be requested to provide additional identification documents which will allow the Association to fulfill its KYC- compliance obligations, such but not limited to identity cards, UBO statement and any other requirements under the applicable anti-money laundering regulations.

If for any (legal) reason the Association determines that there are suspicions of money laundering activities or ties with the funding of terrorism, the Association will take precautionary measures, including notifying the authorities. The competence to evaluate the aforementioned issues will be at the sole discretion of the Association without any right to appeal for the Contributor. The Contributor acknowledges and agrees that the Association may be legally obligated to disclose the Contributor's information to the competent authorities if any of the aforementioned issues has been determined.

- **Contribution Amount** – The Contributor commits to contribute to the Association the amount selected in any of the accepted currencies at the time of the sale and as indicated in the Offer, which is individual to each contributor and includes indication of the currency, amount and address in the respective currency, including payment details. Token shall be allocated at a tiered price of USDC 0,072, 0,073 and 0,074. If the Contribution Amount is transferred and received in any other currency than any of the accepted currencies at the time of the sale, the equivalent value of USDC will be calculated by the Association based on the exchange rates at the day the contributions arrive at the Association's wallet on a best effort basis.
- The Contribution will be needed to develop the projects of the Association and is neither directly invested, nor subject to interest payments. The Contributor is herewith informed explicitly that neither is the Association supervised by the Swiss Financial Markets Supervisory Authority (FINMA), nor is his/her Contribution covered by any form of deposit protection.

2. Definitions

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

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

“**Project**” means the development through fundraising efforts of a decentralized autonomous organization built in a blockchain distributed ledger as well as the development of a Non Fungible Token Minting Tool and a NFT marketplace as described in the Colizeum White Paper available at <https://www.colizeum.io> with a social purpose defined by project teams for charity, social good, sustainability goals or similar reasons which are not for pursuing any commercial goals or profits.

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

“**Token**” means the type of utility token native to the Project which is a digital unit resulting from the records in blockchain or other type of distributed ledger.

“**Tokenization**” refers to a process of issue of tokens.

“**Offer**” - an electronic document, indicating contribution details, such as currency, amount, address and personal contributor’s information, issued at the end of the application process on the Fintelum tokenisation platform for the purposes of contributing towards the ZEUM token offer.

3. Termination

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

4. Confidentiality

- Each Party acknowledges that in connection with this SAFT, such Party may have access to Proprietary Information (as defined below). Each Party agrees that, for five (5) years after agreement to this SAFT by the Parties hereto, it will not (i) use any Proprietary Information, except if the Party to which it belongs agrees to disclose this Proprietary Information on a case-by-case basis, or (ii) disclose to others any Proprietary Information, except to such extent as may be necessary in connection with this SAFT. In addition, the Contributor shall keep confidential the existence and content of this SAFT unless and until the

Association discloses the existence and/or content of this SAFT. The Contributor will solely be entitled to disclose the same information concerning this SAFT as disclosed by the Association. However, if disclosure is required by law, in the reasoned opinion of counsel to the Contributor, the Contributor shall give the Association at least thirty (30) days written notice before such disclosure and shall disclose only such information as is required by law and shall work to maintain the confidential nature of such disclosure.

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

5. No Fiduciary Duty

The Contributor is not the agent or employee of the Association or the Association’s Affiliates or the Project and each Party hereto is independently responsible for its own actions or omissions. The Parties agree that it is not their intention to create a fiduciary relationship between themselves. Without limiting the foregoing and irrespective of the receipt of Proprietary Information, the Association acknowledges and agrees that:

- (i) the Contributor has not acted, is not acting and will not act in a fiduciary or similar capacity with respect to, the Project or the Associate or the Association’s Affiliates or any other third party and neither a previous nor existing relationship between the Contributor, the Association or the Association’s Affiliate, or the Project will be deemed to create a fiduciary relationship; and

- (ii) the Contributor has not assumed and is not assuming any duties or obligations other than those expressly set out in any written agreement executed between the Parties and such duties, if any, shall be owed solely to the Project.

6. Association Representations

The Association is an association duly organized within the meaning of Article 60 et seqq. of the Swiss Civil Code, validly existing and in good standing under the laws of Switzerland, and has full legal capacity, power, and authority to execute and deliver this SAFT and to perform its obligations hereunder.

- This SAFT constitutes a legal, valid, and binding obligation of the Association, enforceable against the Association in accordance with its terms, except as limited by bankruptcy, insolvency or other laws of general application relating to or affecting the enforcement of creditors' rights generally and general principles of equity. To its knowledge, the Association is at the date of this SAFT not in violation of (i) its current certificate of incorporation or bylaws, (ii) any material statute, rule or regulation applicable to the Association, or (iii) any material debt or contract to which the Association 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 Association.
- 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 Association; (ii) result in the acceleration of any material debt or contract to which the Association is a party or by which it is bound; or (iii) result in the creation or imposition of any lien on any property, asset or revenue of the Association or the suspension, forfeiture, or nonrenewal of any material permit, license or authorization applicable to the Association, its business or operations.
- No consents or approvals are required in connection with the performance of this SAFT, other than the Association's board approvals. To the knowledge of the Association, no qualifications or filings under applicable securities laws is necessary, and the Association makes no express or implied warranties as to any liabilities or requirements imposed on the Association by financial authorities under applicable securities regulations following the date of this SAFT, or from any consequences thereof. The Contributor accepts and acknowledges that the Association may have to refund the Total Granted Colizeum Utility Tokens to the Contributor at any point should it be

required under applicable law or due to a significant change in the Association's legal position concerning securities regulations or otherwise.

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

7. Contributor Representations

- The Contributor declares to have full legal capacity, power, and authority to execute and deliver this SAFT and to perform its obligations hereunder. This SAFT constitutes a valid and binding obligation of the Contributor, 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.
- The Contributor is purchasing the ZEUM Tokens to contribute to the projects of the Association, for the financing and supporting of the Association's goals, to be acquired hereunder not as an investment, not as a nominee or agent, and not with a view to, or for resale in connection with, the distribution thereof, and the Contributor has no present intention of selling, granting any participation in, or otherwise distributing the same.
- The Contributor has the clear intention to support Colizeum Association and has such knowledge and experience in financial and business matters that the Contributor is capable of evaluating the merits and risks of such a purchase, is able to incur a complete loss of such a financing without impairing the Contributor's financial condition and is able to bear the economic risk of such a support for an indefinite period of time.
- The Contributor confirms to have performed necessary investigations and due diligence of the Association and the ZEUM Tokens, including any Token attributes and the Association's White Paper. The Contributor waives any further right to carry out commercial, technical, financial or legal due diligence following the execution of this SAFT.

8. Miscellaneous

- This SAFT may not be amended, waived, or modified without the written consent of the Parties.
- 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.
- Neither this SAFT nor the rights in this SAFT are transferable or assignable, by operation of law or otherwise, by either party without the prior written consent of the other; provided, however, that this SAFT and/or its rights may be assigned without the Association's consent by the Contributor to any Affiliate of the Contributor; and provided, further, that the Association may assign this SAFT in whole, without the consent of the Contributor, in connection with a reincorporation, corporate restructuring or to any Affiliate as the case may be.
- Each Party is solely responsible for its own tax treatment of this SAFT. The Contributor shall bear its own risk of any taxes from its purchase, use and ownership of the Colizeum Utility Tokens. Under no circumstances shall the Association be responsible for the Contributor's tax treatment of this SAFT, the Colizeum Utility Tokens or any other related agreement between the Parties, whether direct or indirect taxes. The Contributor is solely liable for any other indirect taxes related to this SAFT, if applicable.
- Each Party carries its own costs and expenses incurred in connection with this SAFT.
- 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.
- This SAFT may be executed electronically, without a physical signature, by the way of effecting the Offer payment and all of which together evidence the same SAFT.
- This SAFT and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or

claims) shall be governed by and construed in accordance with the law of Switzerland and shall be exclusively settled by the courts of Zug, Switzerland.

Annex: Offer

The private strategic sale is offering ZEUM 50,000,000 tokens or until the maximum of USDC 3,475,000 equivalent is collected, in the following three pricing tiers:

- ZEUM 10,000,000 tokens at USDC 0.072 price (equivalent in EUR, BTC, ETH)
- ZEUM 15,000,000 tokens at USDC 0.073 price (equivalent in EUR, BTC, ETH)
- ZEUM 25,000,000 tokens at USDC 0.074 price (equivalent in EUR, BTC, ETH)

Type of investment	In game payment token based on ERC-20 or equivalent blockchain functionality
Share type	Utility token
Token moniker	ZEUM
Jurisdiction	Switzerland
Investment currency	USDC
Accepted currencies	USDC, EUR, ETH, BTC
Price per token	USDC 0.072-0.073-0.074
Min investment	USDC 1,000 (equivalent)
Max investment	USDC 1,000,000 (equivalent)
Min investment sought	n/a
Max investment sought	USDC 3,475,000
Use of funds	Development of Marketplace for the Gaming Industry
Float ratio	5%
Secondary market	IDO expected externally