

SIMPLE AGREEMENT FOR FUTURE TOKENS

Issued By
PT Digital Agung Nusantara
For
"Bali Twin"

TOKEN THIS SIMPLE AGREEMENT FOR FUTURE TOKENS (this "**SAFT**"), effective as of the last date on the e-signature page (the "Closing Date"), certifies that in exchange for the services by [REDACTED] (the "**Strategic Partner**"), **Bali Twin of Bali Twin Metaverse, an Indonesian origin Pvt company** (the "Company"), shall issue to the Strategic Partner in connection with the offering (the "SAFT Offering"), the right to receive tokens to be issued in the future by the Company ("Tokens") in the number set forth on the chart below under "Number of Tokens," subject to the terms set forth below and in the **Bali Twin** Token Purchase Agreement between the Strategic Partner and the Company attached as Appendix A (the "Purchase Agreement"). Certain defined terms used in this SAFT are defined in Section 2 below.

Aggregate Purchase Amount: **\$100.000**

Purchase Price Per Token: **\$0.20**

Number of Tokens: **500 000** BALI Tokens

Delivery Schedule: All Tokens will be delivered at TGE as per vesting schedule via Smart Contract between Partner & Company.

Vesting Schedule: 5 % tokens will be unlocked at TGE then 3.9% each month linearly (18 months total).

1. Events

(a) **Strategic Partner Deliveries.** Concurrently with the execution of this SAFT, the Strategic Partner is providing to the Company services in accordance with the Contract issued by the Strategic partner to the Company. The Strategic Partner agrees that the Strategic Partner's signature on the E-Signature Page constitutes delivery and execution of both this SAFT and the Purchase Agreement.

At TGE, the Company will deliver the Tokens to the Strategic Partner's digital wallet through For the avoidance of doubt, the digital wallet must be under the direct or indirect control of the Strategic Partner and shall not be under the direct or indirect control of a third-party. The Strategic Partner must provide information regarding the Strategic Partner's digital wallet address prior to delivery of the Tokens by the Company. The Company will provide the Strategic Partner with at least 10 days advance notice of the delivery of Tokens to enable Strategic Partner to provide this information.

(b) **Token Delivery Date.** Upon the token generation event of **Bali Twin**, the Company will issue Tokens to the Strategic Partner as indicated by the number of Tokens set forth on the chart on the first page of this SAFT.



(c) **Vesting**. The Tokens delivered pursuant to this SAFT are subject to the Use Restriction until such Tokens have vested. The vesting commencement date of the Tokens will be the date when the Token launches (the “Vesting Commencement Date”). The vesting schedule for the Partnership Round will be that **Bali Twin** Tokens will distribute after the Token Generation Event:

5 % tokens will be unlocked at TGE then 3.9% each month linearly (18 months total).

2. Definitions

PT Digital Agung Nusantara means the Company, and their respective affiliates.

“Bali Twin” means the Project built on the Blockchain Technology binding the current SAFT Agreement.

“Network” means the network of decentralised applications permitting users to own their application data directly using blockchain technology sponsored by **Bali Twin**.

“SAFT” means an instrument containing a future right to receive units of Tokens, similar in form and content to this SAFT, purchased by Strategic Partners prior to the Company’s completion of the Milestone for the purpose of funding the Company’s and **Bali Twin**’s growth after the date of this SAFT. For clarity, this definition excludes without limitation: (i) equity interests in (Company Name) (ii) SAFTs or Tokens issued pursuant to any employee incentive or similar plan of the Company or sold or issued to employees of the Company as a form of bonus or compensation; provided that, an instrument substantially similar to or the same as this SAFT may be used in connection with such plan; (iii) SAFTs, Tokens or “vouchers” for SAFTs or Tokens issued or issuable to third party service providers or others in connection with the Milestone or the provision of goods or services to the Company; (iv) SAFTs or Tokens issued or issuable in connection with sponsored research, collaboration, technology licence, development, OEM, marketing or other similar agreements or strategic partnerships; (v) SAFTs or Tokens issued or issuable in connection with mining activities on the Network or giveaways by the Company to encourage use and development of the Network; and (vi) any convertible securities issued by the Company.

“Use Restriction” means the general prohibition on the Strategic Partner’s ability to sell, transfer, spend, exchange or otherwise make use of the Tokens on the Network.

3. Miscellaneous

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

(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.



(c) The Strategic Partner is not entitled, as a holder of this SAFT, to vote or receive dividends or be deemed the holder of an ownership interest in the Company for any purpose, nor will anything contained herein be construed to confer on the Strategic Partner, as such, any of the rights of a member of the Company or any right to vote for the election of directors or managers or upon any matter submitted to members at any meeting thereof, or to give or withhold consent to any company 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 Strategic Partner without the prior written consent of the Company, which consent may be withheld, conditioned or delayed in the sole discretion of the Company.

(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) All rights and obligations hereunder will be governed by the laws of the State of India without regard to the conflicts of law provisions of such jurisdiction.

(g) The Strategic Partner agrees upon request to execute any further documents or instruments necessary or desirable to carry out the purposes or intent of this SAFT.

Role of Strategic Partner :

(a) Strategic Partner shall provide the Incubation services

(b) Strategic Partner provides the following services for the Client:

1. IDO launchpads connection
2. VC connection
3. CEX connection
4. Launch consulting
5. 1st month Market Management solution only for success fee
6. Tokens liquidation solution for your team tokens and for your investors
7. KOLs connection, marketing
8. Antisnipe protection

[E-Signature page follows]



E-SIGNATURE PAGE

IN WITNESS WHEREOF, the undersigned have caused this SAFT and the Purchase Agreement to be duly executed and delivered as of the last date written below.

I agree to comply with and be bound by the Agreement and the Purchase Agreement. I acknowledge and accept that all purchases of interests in Tokens from the Company during the SAFT Offering are final, and there are no refunds or cancellations except as may be required by applicable law or regulation. I further acknowledge and accept that the Company reserves the right to refuse or accept any SAFT and Purchase Agreement in its sole discretion prior to the Closing Date; provided that if the Company does refuse to accept my **SAFT** and Purchase Agreement, it shall return or cause the return of the Purchase Amount to me.

PT Digital Agung Nusantara (For Bali Twin)

_____\ _ . _ . 2022\

PT Digital Agung Nusantara

By: Danila Solovyov

Title: CEO

Email: daniel@balitwin.com

Address: Apartemen Springhill Terrace, Tower Sandalwood Unit S-10, Jalan H. Benyamin Suaeb, Pademangan, Kemayoran, Jakarta Utara 14410

(For Strategic Partner)

_____\ _ . _ . 2022\

By:

Title :

Email:

Address:



APPENDIX FOR SAFT AGREEMENT

CONFIDENTIALITY

The Strategic Partner shall hold, and shall cause its Affiliates, officers, directors, employees, accountants, counsel, consultants, advisors and agents to hold, in confidence, unless compelled to disclose by judicial or administrative process or by other requirements of law, all documents, information and correspondence concerning **Bali Twin** token or any Group Entity furnished to the Strategic Partner or its Affiliates in connection with the transactions contemplated by this Agreement or any pre-contractual or post-contractual negotiations in connection therewith (including without limitation all commercial information such as the Purchase Price, number of tokens sold, discount (if any), as well as schedule for delivery of tokens), except to the extent that such information can be shown to have been (a) previously known on a non-confidential basis by the Strategic Partner, (b) in the public domain through no fault of the Strategic Partner or (c) later lawfully acquired by the Strategic Partner from sources other than any Group Entity, provided always that the Strategic Partner may disclose such information to its officers, directors, employees, accountants, counsel, consultants, advisors and agents in connection with the transactions contemplated by this Agreement so long as such Persons are informed by the Strategic Partner of the confidential nature of such information and are directed by the Strategic Partner to treat such information confidentially. The Strategic Partner shall be responsible for any failure to treat such information confidentially by such Persons. If this Agreement is terminated, the Strategic Partner shall, and shall cause its Affiliates, officers, directors, employees, accountants, counsel, consultants, advisors and agents to, destroy or deliver at their own cost to the Company, upon request, all documents and other materials, and all copies thereof, obtained by the Strategic Partner or its Affiliates in connection with this Agreement that are subject to such confidence; provided, however, that no such destruction shall be required to the extent that such documents and other materials are retained pursuant to regulatory obligations or routine computer system backup procedures.

ASSIGNMENT AND NOVATION

Notwithstanding anything contained herein, this Agreement and the rights and/or obligations contained herein may be assigned and/or novated without the Strategic Partner's consent by the Company to any other entity which directly or indirectly, controls, is controlled by or is under common control with the Company, or any member, officer or director of the Company (including without limitation any assignment or novation in connection with a reincorporation to change the Company's domicile).

The Strategic Partner shall not be entitled to assign or novate its rights and obligations under this Agreement without the Company's consent.



KNOW YOUR CUSTOMER AND ANTI-MONEY LAUNDERING

The Company reserves the right to conduct "Know Your Customer" and "Anti-Money Laundering" checks on the Strategic Partner if deemed necessary by the Company (at its sole discretion) or such checks become required under applicable laws in any jurisdiction, and conduct periodic updates of such checks as well as perform monitoring/screening on the Strategic Partner.

Upon the Company's request, the Strategic Partner shall immediately provide Company with information and documents that Company, in its sole discretion, deems necessary or appropriate to conduct "Know Your Customer" and "Anti-Money Laundering" checks. Such documents may include, but are not limited to, passports, driver's licenses, utility bills, photographs of associated individuals, government identification cards or sworn statements before notaries or other equivalent professionals.

Notwithstanding anything herein, the Company may, in its sole discretion, refuse to deliver BALI token to the Strategic Partner until such requested information is provided. The Company reserves the right to terminate this Agreement in the event that:

(a) there is any failure to complete know-your-customer, anti-money laundering and counter terrorist financing checks;

(b) based on information available to the Company, the Strategic Partner is suspected of receiving funds used for the purchase of BALI token, using BALI token in connection with any money laundering, terrorism financing, or any other illegal activity; or

(c) there is any other adverse result disclosed in connection with such checks.

In addition, the Company shall be entitled to use any possible efforts for preventing money laundering, terrorism financing or any other illegal activity, including without limitation blocking of the Strategic Partner's digital wallet or providing information regarding the Strategic Partner to any regulatory authority.

All payments by the Strategic Partner under this Agreement shall be made only in the Strategic Partner's name, from a digital wallet or bank account not located in a country or territory that has been designated as a "non-cooperative country or territory".

Indemnification.

The Strategic Partner acknowledges that he, she or it understands the meaning and legal consequences of the representations and warranties contained in this Purchase Agreement, and except as otherwise agreed to in writing with the Company, hereby agrees to indemnify and hold harmless the Sponsoring Parties, and each other person, if any, who controls, is controlled by, or is under common control with any of the foregoing (each, an



“Indemnified Party”) from and against any and all loss, claim, damage, liability or expense whatsoever (including reasonable attorneys’ fees and disbursements) due to or arising out of or based upon (i) any inaccurate representation or warranty made by the Strategic Partner, or breach or failure by the Strategic Partner to comply with any covenant or agreement made by the Strategic Partner in this Purchase Agreement (including the Strategic Partner Questionnaire and the Strategic Partner’s tax forms) or in any other document furnished by the Strategic Partner to any of the foregoing in connection with this transaction, (ii) any action for securities, commodities, or money transmission law violations instituted by the Strategic Partner that is finally resolved by judgement against the Strategic Partner, or (iii) any action instituted by or on behalf of the Strategic Partner against an Indemnified Party that is finally resolved by judgement against the Strategic Partner or in favour of an Indemnified Party.

Third Party Beneficiaries. Each Indemnified Party is an intended third party beneficiary of this Purchase Agreement. The remedies provided in this Section 5 shall be cumulative and shall not preclude the assertion by any Indemnified Party of any other rights or the seeking of any other remedies against the Strategic Partner.

No Waiver. Notwithstanding the foregoing, nothing contained in this Purchase Agreement shall constitute a waiver by a Strategic Partner of any of his, her or its legal rights under applicable U.S. federal securities and commodities laws or any other laws whose applicability is not permitted to be contractually waived.

FURTHER ASSURANCE

Each Party shall do and execute or procure to be done and executed all such further acts, deeds, things and documents as may be necessary to give effect to the terms of this Agreement, and (so far as it is able) to provide such assistance as the other Party may reasonably request to give effect to the spirit and intent of this Agreement.

THIRD-PARTY RIGHTS

Except as otherwise provided in herein, this Agreement is intended solely for the benefit of the Strategic Partner and the Company, and is not intended to confer third-party beneficiary rights upon any other person or entity. Save for any Group Entity who shall be entitled to enforce or enjoy the benefit of the terms of this Agreement, a person who is not a party under this Agreement has no right under the Contracts (Rights of Third Parties) Act, Chapter 53B of Singapore to enforce or to enjoy the benefit of any term of this Agreement.

COUNTERPARTS



This Agreement may be executed electronically. This Agreement may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of this Agreement.

COSTS

Each Party shall pay its own costs, charges and expenses incurred by it in connection with the preparation, negotiation, execution and performance of this Agreement.

NON-WAIVER

A Party's failure or delay to exercise or enforce any right or provision of this Agreement will not operate as a waiver of such right or provision.

INTERPRETATION; LANGUAGE

The language in this Agreement will be interpreted as to its fair meaning, and not strictly for or against any party. The Parties hereby acknowledge that solely for convenience this Agreement may be translated into a language other than English and that a copy of the English language version of this Agreement has been provided to each Party (which each Party has read and understands); and in the event of conflict or ambiguity between the English language version and translated versions of this Agreement, the English language version shall prevail.

ENTIRE AGREEMENT

This Agreement (including the Schedules hereto and any documents and materials incorporated by reference) constitute the entire agreement between the Strategic Partner and the Company relating to the Strategic Partner's purchase of **Bali Twin** token from the Company and supersedes all prior or contemporaneous agreements and understandings (including without limitation the Litepaper, the Website or any other marketing material), both written and oral, between the Parties.

The Strategic Partner agrees and acknowledges that all agreements, notices, disclosures, and other communications that the Company provides to the Strategic Partner, including this Agreement, will be provided in electronic form.

A handwritten signature in black ink, appearing to be a stylized 'S' or 'Z' followed by a dot.

EXECUTION

TOKEN SELLER

Signed for and on behalf of (**PT Digital Agung Nusantara**)(**Bali Twin**)

Name: Danila Solovyov

Designation: CEO

Email: daniel@balitwin.com

Address: Apartemen Springhill Terrace, Tower Sandalwood Unit S-10, Jalan H. Benyamin Suaeb, Pademangan, Kemayoran, Jakarta Utara 14410

Wallet BEP20 address receive token (such as MetaMask, only accept NON-EXCHANGE wallet address):

Signature: _____ \ __. __. 2022 \

STRATEGIC PARTNER

Signed for and on behalf of

Name:

Email:

Address:

Wallet BEP20 address receive token (such as MetaMask, only accept NON-EXCHANGE wallet address):

Signature: _____ \ __. __. 2022 \

