THE OFFER AND SALE OF THIS SECURITY INSTRUMENT HAS NOT BEEN REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR UNDER THE SECURITIES LAWS OF CERTAIN STATES. THIS SECURITY MAY NOT BE OFFERED, SOLD OR OTHERWISE TRANSFERRED, PLEDGED OR HYPOTHECATED EXCEPT AS PERMITTED UNDER THE ACT AND APPLICABLE STATE SECURITIES LAWS PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT OR AN EXEMPTION THEREFROM.

JOINTER UNIT AFTE (Agreement for Future Tokens and Equity)

This Agreement for Future Tokens and Equity (the "**Agreement**"), dated as of ______ (the "**Effective Date**") certifies that in exchange for the payment by ______ (the "**Initial Purchaser**") or any of its assignees (the "**Assignees**") pursuant to Section 11 hereto (each of the Initial Purchaser or the Assignee, the "**Purchaser**") of \$______ (the "**Purchase Amount**") to Jointer, Inc., a Delaware company, or any of its assignee pursuant to Section 11 hereto (each such entity, the "**Company**"), the Company hereby issues to the Purchaser the right (the "**Right**") to certain JNTR Units comprised of JNTR Tokens ("**JNTR**") and, if Purchase Amount is greater than \$50,000, JNTR/e tokens (the "**JNTR/e**" collectively with JNTR the "**JNTR Units**"), subject to the terms set forth below.

1. Events

a. <u>Payment Amount</u>. Following execution of this Agreement the Purchaser shall transfer to the Company the Purchase Amount excluding, if eligible, any for Downside Protection Amount (as defined below). Any eligible Downside Protection Amount shall be held by an escrow agent designated by and paid for by the Purchaser for the benefit of the Company until Purchaser elects for a Downside Protection Release (as defined below).

b. <u>Issuance of Units</u>. The JNTR Units will be distributed to the Purchaser following the payment of the Purchase Amount to the Company upon the date on which Company has determined that it has completed the creation of JNTR/e and JNTR ("**Distribution Date**"). Following the Distribution Date, if eligible for Downside Protection (as defined below) up to ninety percent (90%) of the Purchase Amount and the all JNTR or JNTR Units, as applicable, will be placed in a Downside Protection Account (as defined below). Otherwise all JNTR or JNTR Units will be deposited into the designated Ethereum wallet of the Purchaser.

c. In connection with, as a condition to, and prior to the issuance of JNTR or JNTR Units, by the Company to the Purchaser pursuant to this Section 1(a):

i. The Purchaser will execute and deliver to the Provider any and all other transaction documents related to this Agreement 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

ii. The Purchaser will provide to the Company an Ethereum wallet to which Purchaser's Units will be sent.

2. <u>Procedures for Purchase of Rights and Valuation of Purchase Amount.</u>

- a. The Company will accept payment for the Right purchased under this Agreement in fiat, Bitcoin, Ether or fiat backed stablecoin. Purchaser shall make the required payment to the Company in consideration for Purchaser's purchase of the Right pursuant to this Agreement through the procedures as described by the Company herein and in other documents provided by the Company to the Purchaser, including if applicable a White Paper and a Memorandum.
- b. On the Distribution Date (i) if the Purchase Amount is eligible for Downside Protection (the "Downside Protection Amount"), the Downside Protection Amount and all of the issued JNTR or JNTR Units will be held in a smart contract (the "Smart Contract") or an escrow account (the "Escrow Account" collectively with Smart Contract, the "Downside Protection Account") by escrow agent designated by the Purchaser [depending on the type of property used to pay Purchase Amount] and (ii) if the Purchase Amount is not eligible for Downside Protection the JNTR or JNTR Units will be deposited into the Purchaser's designated Ethereum wallet.
- c. In the event that the Purchase Amount (or any portion thereof) eligible for Downside Protection is paid in any currency or property, including digital currencies, other than U.S. dollars, the funds held in the Smart Contract or Escrow Account, as applicable, shall be returned in the same form without regard to any increase or decrease of the underlying digital currency during Downside Protection period.

3. <u>Downside Protection</u>. Following Distribution Date, if eligible, unless the Purchaser has elected to engage the Downside Protection Release of the Downside Protection Amount to the Company, three hundred and sixty-five (365) days from the Distribution Date (the "**Protection Date**"), the Downside Protection shall expire or terminate, and the Downside Protection Amount, shall be returned to the Purchaser concurrent with the consummation of the Protection Date and all JNTR and JNTR Units will be returned to the Company.

4. <u>Participation in Management of Jointer Real Estate</u>. If the Purchase Amount is greater than \$500,000 and the Purchaser agrees to the Downside Protection Release, the Purchaser may participate in the selection and management of a commercial real estate project (the "**Investor Managed Real Estate**"). The Investor Managed Real Estate will be valued at a minimum of 2 times the Purchase Amount and subject to meeting the Company's investment criteria. This opportunity is limited and will be granted on a first come first served basis. Purchaser must notify the Company of its desire to participate in in the Investor Managed Real Estate at the time of entry into this Agreement and the Company shall notify the Purchaser of its acceptance into the Investor Managed Real Estate program within three (3) business days. If Investor Managed Real Estate is not available at the time of entry into this Agreement the Purchaser will be added to the waitlist for future participation.

5. <u>Conversion into Equity</u>. If the Company consummates a Change of Control and prior to the Distribution Date, then the Purchase Amount of this AFTE shall automatically convert in whole without any further action by the Purchaser into the number of Tokens of the most senior series of capital stock of the Company as is equal to (x) the Purchase Amount, divided by (y) the Conversion Price, rounded down to the nearest whole share.

6. <u>Termination</u>. This Agreement will expire and terminate with the exception of Sections 3 and 4 upon the issuance of JNTR or JNTR Units to the Purchaser pursuant to the term hereof.

7. <u>Default.</u> It shall constitute a Default of the Purchaser if the Purchaser fails or refuses, upon request to deposit or transfer the Purchase Amount to the Company after execution of this Agreement. In the event of a Default, the Company may, at its election exercise any and all rights available to it by this Agreement, at law, in equity, or otherwise including, without limitation, (a) requiring the Purchaser to make available the Purchase Amount to the Company at a place to be designated by the Company or (b) applying by appropriate judicial proceedings for strict performance of this Agreement. The party prevailing in such a dispute with be entitled to collect form the other party all costs incurred in such dispute, including reasonable attorneys' fees.

8. <u>Definitions</u>

"**Change of Control**" means (i) a consolidation or merger of the Company with or into any other corporation or other entity or person, or any other corporate reorganization, other than any such consolidation, merger or reorganization in which the shares of capital stock of the Company immediately prior to such consolidation, merger or reorganization, continue to represent a majority of the voting power of the surviving entity immediately after such consolidation, merger or reorganization; (ii) any transaction or series of related transactions to which the Company is a party in which in excess of 50% of the Company's voting power is transferred; or (iii) the sale or transfer of all or substantially all of the Company's assets, or the exclusive license of all or substantially all of the Company's material intellectual property; *provided* that a Change of Control shall not include any transaction or series of transactions principally for bona fide equity financing purposes in which cash is received by the Company or any successor, indebtedness of the Company is cancelled, or converted or a combination thereof.

"**Conversion Price**" means in connection with conversion pursuant to Section 5 hereof, a per most senior series of capital stock of the Company amount equal to the lowest price per Equity Security paid by the investors in a Change of Control transaction.

"**Downside Protection**" means until a Downside Protection Release, for a period of up to three hundred and sixty-five (365) days from the Distribution Date, if Purchaser has invested above the thresholds outlined in the Downside Protection Amount table, in exchange for locking all ownership and rights of the Purchaser's JNTR or JNTR Units, as applicable, in a Smart Contract, the Purchaser will have the right to automatically receive the designated Downside Protection Amount from the applicable Downside Protection Account.

Amount Invested	Downside Protection	
Up to \$500,000	0%	
\$500,001 to 1,000,000	80%	
\$1,000,001 or more	90%	

"Downside Protection Amount" means

"**Downside Protection Release**" means the Purchaser election to terminate the Downside Protection prior to the Protection Date and all JNTR or JNTR Units and related rights and benefits, as applicable, will be released to the Purchaser and the Downside Protection Amount will be released to the Company. "Equity Securities" means the Company's common stock, preferred stock, tokenized preferred stock or any securities conferring the right to purchase the Company's common stock or preferred stock, excluding SAFEs, any convertible notes or other convertible equity securities (including any Agreements for Future Equity that may be on terms other than the SAFEs), any SAFTs or security granted, issued and/or sold by the Company to any employee, director or consultant in such capacity.

"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.

"JNTR" mean a utility token that is designed as a bridge token to transfer value between JNTR/x and Ethereum.

"JNTR/e" means a tokenized class of non-voting preferred stock in the Company.

"JNTR/x" means a debt token that the value of which is pegged with a 2x leverage on the Dow Jones Global Select REIT Index minus a ten (10) percent annual carry fee retained by the Company.

"**Provider**" means a third-party entities performing AML/KYC checks, accredited investor verification and other transactional searches.

"Laws" means laws, statutes, ordinances, rules, regulations, judgments, injunctions, orders and decrees.

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

"**Purchase Price**" means the Purchase Amount paid by the Purchaser as converted under the following table.

	Up to \$50K	\$50K-\$1M	\$1M - 5M	\$5M - 10M	\$10M and up
JNTR Bonus	2x	2x	3x	4x	5x
JNTR/e	-	2x	2x	2x	1x

9. <u>Company Representations</u>

a. The Company is a limited liability company duly organized, validly existing and in good standing under the laws of its formation, and has the power and authority to own, lease and operate its properties and carry on its business as now conducted.

b. The execution, delivery and performance by the Company of this instrument is, 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, has 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

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Company, it is not in violation of (i) its current certificate of formation or operating agreement, or (ii) any material indenture or contract to which the Company is a party or by which it is bound, where, in each case, such violation, individually, or together with all such violations, could reasonably be expected to have a material adverse effect on the Company.

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

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

e. THE COMPANY MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE TOKENS, INCLUDING ANY (i) WARRANTY OF MERCHANTABILITY; (ii) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (c) WARRANTY OF TITLE; OR (iii) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE. EXCEPT AS EXPRESSLY SET FORTH HEREIN, 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.

10. <u>Purchaser Representations</u>

a. The Purchaser has full legal capacity, power and authority to execute and deliver this instrument and to perform its obligations hereunder. This instrument constitutes valid and binding obligation of the Purchaser, enforceable in accordance with its terms, except as limited by bankruptcy, insolvency or other laws of general application relating to or affecting the enforcement of creditors' rights generally and general principles of equity.

b. The Purchaser is either (i) an "accredited investor" as such term is defined in Rule 501 of Regulation D promulgated under the Securities Act of 1933, as amended (the "**Securities Act**") or a (ii) non-U.S. Person as such term is defined under Regulation S of the Securities Act. The Purchaser has provided to the Company or its agents or representatives all information and materials reasonably requested by the Company or its agents or representatives to confirm and verify the Purchaser's status as an "accredited investor" pursuant to Rule 506(c) of Regulation D.

c. The Purchaser has been advised that this instrument is a security and that the offers and sales of this instrument have not been registered under any country's securities laws and, therefore, cannot be resold except in compliance with the applicable country's laws. 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. The Purchaser has such knowledge and experience in financial and business matters that the Purchaser is capable of evaluating the merits and risks of such investment, is able to incur a complete loss of such investment without impairing the Purchaser's financial condition and is able to bear the economic risk of such

investment for an indefinite period of time. The Purchaser acknowledges and agrees that this Agreement and the JNTR or JNTR Unit issued hereunder may be subject to transfer restrictions under the Securities Act and the Company may impose applicable restrictive legends, notations, or similar restrictive mechanism on JNTR or JNTR Unit until such JNTR or JNTR Units are registered or qualified under the Securities Act.

d. The Purchaser hereby has reviewed the Jointer Auction Whitepaper and the Jointer Tokenomics Whitepaper and understands the terms and rights afforded with holding JNTR, JNTR/e and JNTR/x.

The Purchaser hereby has sufficient knowledge and experience in business e. and financial matters to be able to evaluate the risks and merits of its purchase of this Agreement and of the Tokens and is able to bear the risks thereof. The Purchaser is aware of Company's business affairs and financial condition and has acquired sufficient information about the Company to reach an informed and knowledgeable decision to acquire this Agreement. 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 Launch may not occur and the Tokens may not be issued (ii) the Company may be subject to investigation and punitive actions from Governmental Authorities. 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. The Purchaser understands and expressly accepts that the Purchaser has not relied on any representations or warranties made by the Company outside of this instrument, including, but not limited to, conversations of any kind, whether through oral or electronic communication, or any white paper. 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.

f. The Purchaser understands that Purchaser has no right against the Company or any other Person except in the event of the Company's breach of this instrument or intentional fraud. THE COMPANY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS INSTRUMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT OR OTHERWISE, SHALL NOT EXCEED THE TOTAL OF THE AMOUNTS PAID TO THE COMPANY PURSUANT TO THIS INSTRUMENT. NEITHER THE COMPANY NOR ITS REPRESENTATIVES SHALL BE LIABLE FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR ENHANCED DAMAGES, LOST PROFITS OR REVENUES OR DIMINUTION IN VALUE, ARISING OUT OF OR RELATING TO ANY BREACH OF THIS INSTRUMENT.

g. The Purchaser understands that Purchaser bears sole responsibility for any taxes as a result of the matters and transactions the subject of this instrument, 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 any of its affiliates, employees or agents (including developers, auditors, contractors or founders) harmless for any claim, liability, assessment or penalty with respect to any taxes (other than any net income taxes of the Company that result from the issuance of Tokens to the Purchaser pursuant to Section 1(a) of the instrument) associated with or arising from the Purchaser's purchase of Tokens hereunder, or the use or ownership of Tokens.

h. The Purchaser represents that his Ethereum wallet has undergone the required qualification per Company standards to be "white listed".

11. <u>Assignment</u>. In accordance with all applicable laws, the Initial Purchaser may assign all of its rights and obligations hereunder to any person that complies with the all terms of Section 10 of this Agreement. The Company may assign any or all of its rights and obligations under this Agreement to any affiliate of the Company without the consent of the Purchaser. Any purported assignment or delegation in violation of this Section shall be null and void.

12. <u>Miscellaneous.</u> This instrument sets forth the entire agreement and understanding of the parties relating to the subject matter herein and supersedes all prior or contemporaneous disclosures, discussions, understandings and agreements, whether oral of written, between them. This instrument is one of a series of similar instruments entered into by the Company from time to time. Any provision of this instrument may be amended, waived or modified only upon the written consent of the Company and the holders of a majority, in the aggregate, of the Purchase Amounts paid to the Company with respect to all Agreements outstanding at the time of such amendment, waiver or modification.

a. 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.

b. The Purchaser is not entitled, as a holder of this instrument, to vote or receive dividends or be deemed the holder of any equity interests of the Company or its subsidiaries expect to the extent the Purchaser receives JNTR/e 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.

c. 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; and provided, further, 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.

d. 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.

e. All rights and obligations hereunder will be governed by the laws of New York, without regard to the conflicts of law provisions of such jurisdiction.

f. Each of the Company and the Purchaser agree to treat this instrument as a forward contract for U.S. federal, state and local income tax purposes, and will not take any position on any tax return, report, statement or other tax document that is inconsistent with such treatment, unless otherwise required by a change in law occurring after the date hereof, a closing agreement with an applicable tax authority or a final non-appealable judgment of a court of competent jurisdiction.

g. 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 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. 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, consummating the Launch, when and to the extent such failure or delay is caused by or results from acts beyond the affected party's reasonable control, including, without limitation: (a) acts of God; (b) flood, fire, earthquake or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, or other civil unrest; (d) Law; or (e) action by any Governmental Authority.

(Signature page follows)

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

JOINTER INC.

By:_____

Name: Yehuda (Jude) G. Regev Title: Chief Executive Officer

Address:

Date:

PURCHASER:

By:<u></u> Name: Title:

Address:

Date:

ADDENDUM

This Addendum to the Agreement for Future Tokens and Equity dated ______ (the "AFTE"), is made on ______ (the "Addendum") by and between Jointer Inc. or any of its assignees (the "Company") and ______ (the "Initial Purchaser").

Each of Company and Purchaser shall be referred to individually as a "**Party**" and collectively as "**Parties**".

Capitalized terms used in this Addendum, but not defined hereto shall have the same meaning as defined in the AFTE.

- If the full Purchase Amount contemplated by the AFTE is delivered to the Company pursuant to the terms of the AFTE, the Initial Purchaser is eligible to receive a bonus consist of (i) \$______ JNTR (the "JNTR Bonus") and/or (ii) \$______ JNTR/e (the "JNTR/e Bonus," collectively, the "AFTE Bonus").
- 2. The AFTE Bonus shall be delivered to the Initial Purchaser upon the Distribution Date subject to any Downside Protection lockup.
- 3. Terms and conditions of the AFTE Agreement are not affected by this Addendum, shall remain in effect.
- 4. This Addendum is not assignable by the Initial Purchaser. The Company may assign its rights and obligations under this Addendum to its affiliates without the consent of the Purchaser. Any purported assignment or delegation shall be null and void.

[Remainder of this page is left intentionally blank]

IN WITNESS WHEREOF Parties signed this Addendum through their duly authorized representatives on the day and year first written above.

JOINTER INC.

By:_____ Yehuda (Jude) G. Regev Title: Chief Executive Officer

Address:

Email:

INITIAL PURCHASER:

By:_____

Name:_____

Title:____

Email:_____