

NOTICE TO INVESTORS

Persons are not eligible and are not entitled to purchase any “COY”, a token intended to be issued by coin analyst UG (haftungsbeschränkt), if they are citizens, residents (tax or otherwise) or green card holders of the United States of America, People’s Republic of China or a citizen or resident of the Republic of Singapore, Socialist Republic of Vietnam or resident of a country where American embargoes and sanctions are in force, namely Iran, North Korea, Syria, Sudan, or Cuba or any other geographic area in which the purchase of COY is prohibited by applicable law, decree, regulation, treaty, or administrative act.

SAT **(SIMPLE AGREEMENT FOR TOKENS)**

THIS CERTIFIES THAT in exchange for the payment by the undersigned purchaser (the “**Purchaser**”) of the Purchase Amount (as defined below), coin analyst UG (haftungsbeschränkt), a German corporation (the “**Company**”), hereby issues to the Purchaser the right (the “**Right**”) to certain units of COY (the “**Token**”), subject to the terms set forth below.

1. Subject of the SAT

The Company will automatically issue to the Purchaser after receipt of payment a number of units of the Token equal to the Purchase Amount divided by the IEO Token Price multiplied by the Bonus rate.

In connection with and prior to the issuance of Tokens by the Company to the Purchaser pursuant to this Section 1:

- (a) The Purchaser will execute and deliver to the Company any and all other transaction documents related to this SAT as specified on <https://store.coinanalyst.tech/aff/go/dreamerz?i=10>
- (b) The Purchaser will provide to the Company a ERC20 network address for which to allocate Purchaser's Tokens.
- (c) The Purchaser is aware that if he pays with cryptocurrencies, he must perform a KYC on the website.

2. Definitions

“**ICO Token Price**” is EUR 0.01 per token (one Euro cent per token)

“**Bonus Rate**” is (in %)

“**Purchase Amount**” means EURO

“**Sponsor**” is

“**SAT**” means an agreement containing a future right to units of Tokens purchased by Purchasers, similar in form and content to this agreement. A significant portion of the amount raised under the SATs will be used to fund the Company’s development.

3. *Company Representations*

(a) The Company is a corporation duly organized, validly existing and in good standing under the laws of Germany, 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 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 Company, it is not in violation of (i) its current articles of incorporation or bylaws, (ii) any material statute, rule or regulation applicable to the Company, or (iii) any material indenture or contract to which the Company 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 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; (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) No consents or approvals are required in connection with the performance of this instrument, other than the Company’s corporate approvals.

4. *Purchaser Representations*

(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 has knowledge and experience in financial and business matters that the Purchaser is capable of evaluating the merits and risks of such an 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.

(c) The Purchaser enters into this SAT with the predominant expectation that he will profit upon the successful development arising from the efforts of the Company and its employees to develop and market the Launch and related sale of the Tokens.

5. Procedures for Purchase of Rights and Valuation of Purchase Amount

The Company will accept payment for the Right purchased under this SAT only in Euro, BTC and ETH. Purchaser shall make the required payment to the Company in consideration for Purchaser's purchase of the Right pursuant to the SAT. Payment of the Purchase Amount becomes due and payable immediately after signing of this agreement and must be done over the following website:

<https://store.coinanalyst.tech/aff/go/dreamerz?i=10>

6. Miscellaneous

(a) 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 or 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 SATs outstanding at the time of such amendment, waiver or modification.

(b) 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) 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) 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; *provided*,

however, that this instrument and/or the rights contained herein may be assigned without the Company's consent by the Purchaser to any other entity who directly or indirectly, controls, is controlled by or is under common control with the Purchaser, including, without limitation, any general partner, managing member, officer or director of the Purchaser, or any venture capital fund now or hereafter existing which is controlled by one or more general partners or managing members of, or shares the same management company with, the Purchaser; 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.

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

(Signature page follows)

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

place, date

Pascal Lauria ("**Company**")
on behalf of
coin analyst UG (haftungsbeschränkt)

Address: Niddastr. 64, 60329 Frankfurt am
Main, Germany

Email: p.lauria@coinanalyst.tech

place, date

("Purchaser")
on behalf of

Address: _____

Email: _____