

THIS DOCUMENT HAS NOT BEEN REGISTERED UNDER THE SECURITIES LAWS OF THE REPUBLIC OF GUINEA OR ANY OTHER STATE. THE SECURITIES DESCRIBED HEREIN MAY NOT BE OFFERED, SOLD OR OTHERWISE TRANSFERRED, PLEDGED OR HYPOTHECATED EXCEPT AS PERMITTED UNDER APPLICABLE STATE SECURITIES LAWS IN YOUR JURISDICTION, PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT OR AN EXEMPTION THEREFROM. THE ISSUER OF THIS SAFT MAY REQUIRE AN OPINION OF COUNSEL REASONABLY SATISFACTORY TO THE ISSUER THAT SUCH OFFER, SALE OR TRANSFER, PLEDGE OR HYPOTHECATION OTHERWISE COMPLIES WITH THE ACT AND ANY APPLICABLE STATE SECURITIES LAWS.

**TERMS AND CONDITIONS**

**For Issuance and Sale of**

**CARAFINA EQUITY TOKENS**

**Issued By**

**FARAFINA GOLD GROUP SA**

**Sponsored and Distributed By**

**GUINEA FARAFINA INVESTMENT INC.**

Total Number of Tokens Available for Sale:	244,000
Price Per Token:	1 gram of gold (equivalent to \$49.73 as of June 30, 2019)
Total Expected Proceeds:	244,000 grams of gold, equivalent to approx. \$12,134,120 as of June 30, 2019

**WHEREAS**, Farafina Gold Group S.A. (the “**Company**”), a Societe Anonime registered and operating in the **Republic of Guinea**, is registering a Securities Token Offering (“**STO**”) for **Carafina Equity Tokens** to finance its expansion plans, and wishes to offer an opportunity to qualified investors to participate in said offering;

**WHEREAS**, Carafina Equity Tokens will be denominated in grams of gold and represent equity ownership in the shares of the Company;

**WHEREAS**, Company management has decided to register an offering regulated by the present **Terms and Conditions**, whereby any Investor or Purchaser (as defined below) automatically and immediately becomes an owner Carafina Equity Tokens and **Common Stock** issued by Farafina Gold Group S.A.;

**WHEREAS**, all Investors and Participants of the Security Token Offering shall be entered into the Farafina Gold Group S.A. shareholder register, and immediately granted all rights and responsibilities of Farafina Group shareholders, including, but not limited to voting provisions, liquidity provisions, and other provisions as defined by the laws of the Republic of Guinea, Company registration documents, by-laws and charter, as well as Farafina Gold Group shareholder covenants;

**WHEREAS**, all Investors and Participants of the Security Token Offering shall be entitled to participate in all liquidity events, including a possible Initial Public Offering, merger or acquisition.

**THE TERMS AND CONDITIONS** (the “**Document**”) certifies that in exchange for payment of the fiat currency equivalent of 1 gram of gold by the “**Investor**” or “**Purchaser**”) of “**Investment Amount**”, **Farafina Gold Group SA, a Republic of Guinea Societe Anonime**, issues to the Investor the right to receive 1 unit of Carafina Equity Tokens issued by the Company (the “**Token(s)**”), subject to the terms set forth below. In addition, the Investor becomes a shareholder of the Company, subject to conditions specified herein and the **Farafina Gold Group S.A. Confidential Limited Offering Memorandum dated February 1, 2019 (“Agreement”)**.

### *1. Events*

(a) Token Generation Event. On the Token Generation Date, the Company shall automatically issue to the Investor a number of units of the Carafina Equity Tokens equal to the Total Investment Amount divided by the Purchase Price Per Token denominated in grams of gold.

(i) The Investor shall execute and deliver to the Company any and all other transaction documents related to this Agreement; and

(ii) The Investor shall provide to the Company a network address or other means for which to allocate Purchaser's Tokens.

(b) Issuance of Shares. Immediately upon the execution of the Confidential Offering Memorandum and receipt of payment, the Investor shall be issued common stock shares in the Company in the proportion to be calculated as follows:

(Number of Tokens divided by 448,000) multiplied by (Total Number of Common Stock Shares issued by the Company)

### *2. Definitions*

“**Dissolution Event**” means (i) a voluntary termination of operations, (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.

“**Initial Token Generation Date**” means the first date of the Company’s first Token Generation Event. There will be a total max supply of **244,000 tokens** to be allocated to STO Investors.

“**Network Launch**” means the first date on which the Tokens issued during the Initial Token Generation Event can be used to engage in transactions on the Network.

“**Offering**” means the multi-round offer and sale of Farafina Equity Tokens and/or Farafina Gold Group SA Common Stock.

“**Price**” means the price per Token to be delivered by the Company to the Investor at or around the time of the Initial Token Generation Date.

“**Subsequent Agreement**” means a Securities Token Offering the Company may issue after the issuance of the Confidential Offering Memorandum dated February 1, 2019 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 Network Launch or the provision of goods or services to the Company; (iii) Tokens issued or issuable in connection with sponsored research, collaboration, technology license, development, original equipment manufacturers, marketing or other similar agreements or strategic partnerships; and (iv) any convertible securities issued by the Company.

### 3. *No Amendment Rights*

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

### 4. *Company Representations*

(a) The Company is a corporation duly organized, validly existing and in good standing under the laws of the Republic of Guinea, 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 Document and the Agreement 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 Investor, has been duly authorized by all necessary actions on the part of the Company. These instruments constitute 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, (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) The performance and consummation of the transactions contemplated by this Document and the Agreement 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 Document and the Agreement, other than: (i) the Company's corporate approvals; and (ii) any qualifications or filings under applicable securities laws.

(e) To its knowledge, the Company 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 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.

(f) The Company incorporates and restates in this Document and the Agreement by reference all representations and warranties made by the Company.

### 5. *Investor Representations*

(a) The Investor has full legal capacity, power and authority to execute and deliver the Agreement as well as to perform its obligations hereunder. This Document and the Agreement constitute a valid and binding obligation of the Investor, 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) By participating in the Offering, The Investor represents that he is not a U.S. person within the meaning of Rule 902 of Regulation S under the United States Securities Act. The Investor has been advised that Carafina Security Tokens, Farafina Gold Group S.A. Common Stock, and any other security offered herein is a security that has not been registered under the United States Securities Act, or any state securities laws. The Investor is purchasing this security 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 Investor has no present intention of selling, granting any participation in, or otherwise distributing the same. The Investor has such knowledge and experience in financial and business matters that the Investor is capable of evaluating the merits and risks of such investment, is able to incur a complete loss of such investment without impairing the Investor's financial condition, and is able to bear the economic risk of such investment for an indefinite period of time. The Investor further represents that it has been provided the opportunity to ask the Company questions, and where applicable, has received answers from the Company, regarding the Offering and this Agreement.

(c) By participating in the Offering, the Investor incorporates and restates by reference all representations and warranties made by the Purchaser. The Investor further represents that it has read this Document and the Agreement, understands and agrees to be bound by its terms, and has been provided the opportunity to ask the Company questions, and where applicable, has received answers from the Company, regarding the Agreement.

(d) The Investor agrees to be bound by any affirmation, assent or agreement that it transmits to the Company or the Company's affiliates by computer or other electronic device, including internet, telephonic and wireless devices, including, but not limited to, any consent it gives to receive communications from the Company or any of the Company's affiliates solely through electronic transmission. The Investor agrees that when it clicks on an "I Agree," "I Consent," or other similarly worded button or entry field with its mouse, keystroke or other device, the Investor's agreement or consent will be legally binding and enforceable against it and will be the legal equivalent of its handwritten signature on an agreement that is printed on paper. The Investor agrees that the Company and any of the Company's affiliates may send the Investor electronic copies of any and all communications associated with its purchase of Tokens.

## **6. *Miscellaneous***

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

(b) Any notice required or permitted by this Document will be deemed sufficient when sent by email to the relevant address listed on the signature page, as subsequently modified by written notice.

(c) Neither this Document nor the Agreement 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 Document and the Agreement and/or the rights contained therein may be assigned without the Company's consent by the Investor to any other entity who directly or indirectly, controls, is controlled by or is under common control with the Investor, including, without limitation, any general partner, managing member, officer or director of the Investor, 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 Investor; and provided, further, that the Company may assign the Agreement in whole, without the consent of the Investor, in connection with a reincorporation to change the Company's domicile.

(e) In the event any one or more of the provisions of this Document and the Agreement 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 Document or the Agreement operate or would prospectively operate to invalidate this Document or the Agreement, 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 Document and the Agreement and the remaining provisions of this Document and the Agreement 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 Republic of Guinea, without regard to the conflicts of law provisions of such jurisdiction.

By: (Signed Electronically)

Ilya Karas

Chairman, Farafina Group, S.A.

Director, Guinea Farafina Investment Inc. (Sponsor)

Dated: July 13, 2019