

THIS SIMPLE AGREEMENT FOR FUTURE TOKENS (“SAFT”) HAS NOT BEEN REGISTERED UNDER ANY SECURITIES ACT (OR SIMILAR) OF ANY JURISDICTION OR UNDER THE SECURITIES LAWS OF ANY STATE. THIS SAFT MAY NOT BE OFFERED, SOLD OR OTHERWISE TRANSFERRED, PLEDGED OR ACQUIRED.

**(DIGITAL )  
SIMPLE AGREEMENT FOR FUTURE TOKENS**

**Issued By**

**TradeHub**

**For**

**Tradehub Tokens**

THIS DIGITAL SIMPLE AGREEMENT FOR FUTURE TOKENS (the “Agreement”) certifies that in exchange for the payment by You (“You”, “Your” or “Participant”) of the selected amount (the “Participation”) on the date you enter into the transaction, Tradehub a Company based in the Republic of Seychelles (the “Company”), hereby issues to the Participant the right to receive tokens as issued by the Company (the “Token(s)”), subject to the terms set forth below and in this Purchase Agreement the “Purchase Agreement”).

**1. The Event**

(a) The Company is undertaking a ‘Pre-Sale Token Sales Event’ which will run from the date(s) specified on the Company Website. In purchasing any amount of tokens, this Purchase Agreement and in Your Participant you hereby agree to purchase TradeHub tokens from the Company in line with these terms:

In order to Participate, The Participant will agree irrevocable to this Purchase Agreement and remit the funds for purchase of tokens.

The Participant will also provide to the Company a public wallet address to which the Company may deliver Tokens during the anticipated Token Generation Event (as defined below).

For the avoidance of doubt, the public wallet address must be under the direct or indirect control of the Participant and shall not be under the direct or indirect control of a third-party.

Tokens will be distributed at a future date and time to be set by the Company in line with the Token Generation Event.

## **2. Dissolution**

A Dissolution occurs when the Company is no longer able to meet the requirements of the Token Sale. This is a rare event which can occur if something catastrophic happens to the founder(s) or a regulatory investigation/action stops the sale of Tokens.

If there is a Dissolution before the Token Generation Event, and to the extent funds are available from the proceeds of all Participants , the Company will pay an amount equal to the Amount(the “**Returned Participation**”), due and payable to the Participant immediately prior to, or concurrent with, the consummation of the Dissolution.

Funds from business operations of the Company other than the offer and sale of this Agreement shall not be available for Returned Funds. Where the amount of funds available for Returned Funds is less than that which would be required to make Returned Amounts to all Participants, the Company will make Returned Amounts to the Pre-Sale Class of Participants before all other Participants.

## **3. Termination and Expiry**

This instrument will expire and terminate (without relieving the Company of any obligations arising from a prior breach of or non-compliance with this Agreement) upon either (i) the issuance of Tokens to the Participant pursuant to Section 1; or (ii) the payment, or setting aside for payment, of amounts due the Participant pursuant to Section 2.

Once this Agreement Expires or Terminates in line with Section 1, all Participants, as Token Holders will be required to agree to the full Token Terms as issued by the Company relating to the use, holding, and exchange of TradeHub Tokens.

## **4. Vesting Period**

The Tokens delivered to the Participant shall be vested for the period as listed in the sale section at the top of this Agreement.

## **5. Token Generation Event**

The Token Generation Event is the creation and/or distribution of Tokens to Participants after they have purchased them.

The Participant will be notified about the commencement of the Token Generation Event by checking the company website or by message sent from the Company.

At times this event may be referred to as the Token Distribution Event.

## **6. Participant Representations**

(a) The Participant has full legal capacity, power and authority to execute and deliver this Agreement and to perform its obligations hereunder. This Agreement constitutes a valid and binding obligation of the Participant, 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 Participant 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 Participant 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 Participant'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 Participant agrees that the Company and any of the Company's affiliates may send the Participant electronic copies of any and all communications associated with its purchase of Tokens.

The Participant is free and legally allowed to enter into this Agreement by complying and falling in line with all necessary Country and State laws relating to participation in financial purchase events such as this. For the avoidance of doubt most countries consider the term "qualified Participant" to be applicable.

The Participant is under no duress to enter into this Agreement.

The Participant warrants and understands that in signing this Agreement it does not grant any rights of equity, power, voting, or other rights associated with any company ownership or

operations.

The Participant warrants and undertakes that they are not purchasing a security and are not purchasing the Tokens for speculative purposes.

THIS SALE OF TOKENS AND THE TOKENS ARE NEVER OPEN FOR USE OR AVAILABLE FOR ANY US PERSON OR ANY PERSON WHO IS OR WHO HAS EVER BEEN BASED IN A COUNTRY THAT BANS THE USE OF CRYPTOCURRENCIES. ALL US PERSONS ARE BANNED FORM OWNING TOKENS OR USING THE TRADEHUB.AI PROTOCOL. ANY US PERSON MAY NEVER USE, BUY, OR OWN TOKENS AT ANY TIME.

## **7. Waver**

By proceeding with the purchase of Tokens You acknowledge and agree to waive any and all claims, demands, causes of action, liabilities, damages, costs, and expenses of any nature whatsoever (collectively referred to as "Claims") against The Company, its officers, directors, employees, agents, affiliates, successors, and assigns.

This waiver of Claims shall include, but is not limited to, Claims arising from or related to:

Product or service defects, inaccuracies, errors, or omissions. Delays, disruptions, interruptions, or failures in accessing the Seller's website or online platform or Token. Breach of contract, negligence, misrepresentation, or any other legal or equitable theory. Loss of data, information, or any other intangible losses resulting from the use of the Seller's products/services.

The purchaser expressly agrees to release, discharge, and hold harmless The Company and its affiliates from any and all liability, claims, demands, actions, or causes of action arising out of or in any way connected with the purchase and use of the Seller's products/services.

It is the purchaser's responsibility to carefully review the, terms of use, and any associated documentation to ensure their satisfaction and understanding before proceeding with the purchase. The purchaser acknowledges that this waiver clause is a fundamental part of the agreement between the parties and that the consideration for the waiver is reflected in the terms and pricing offered by The Company.

This waiver of Claims shall be binding upon the purchaser and their respective heirs, successors, executors, administrators, and assigns.

By proceeding with the purchase, the purchaser indicates their full understanding and acceptance of this waiver of Claims clause, and voluntarily agrees to waive any and all Claims against The Company to the maximum extent permitted by applicable law.

YOU AGREE TO WAVE ANY AND ALL JOINT OR CLASS ACTION CLAIMS. NO CLASS ACTION OR JOINT ACTION CLAIMS CAN BE BROUGHT AGAINST THE COMPANY.

## **8. Cryptocurrencies and SAFT**

The company makes no representations as to this Agreement amounting to an investment. The purchase of Tokens is not an investment opportunity and should not be treated as such.

In Signing this Agreement the Participant warrants and certifies that they understand the nature of Cryptocurrencies, their purpose, and what they can and cannot be used for.

## **9. Miscellaneous**

This Agreement maybe modified by written consent of both parties

The Laws The Republic of Seychelles enforced within the courts of The Republic of Seychelles. If the Honorable Court determines that any clause within this Agreement is invalid, such clause shall be struck and the Agreement shall remain in force. Both parties enter this agreement in good faith.

This Agreement can be amended by posting notice of any amendments on the website. You should check back from time to time for any amendments to the use of and management of Tokens generally as the use of Tokens is governed by a separate set of terms and conditions.

The Company may assign this agreement any any time, but may not change any of the terms upon assignment. Such assignment must be noticed at the top of any amended version of these terms and on the TradeHub website.

## **10. Purchase Agreement**

The Participant hereby warrants and agrees that they are purchasing Tokens upon the execution of this Agreement. After execution, they are bound to purchase their Tokens.

The Participant will transfer the necessary funds to the company via the method identified on the Company website.

## **11. Liquidity Event**

The Participant may additionally acquire more tokens after the Sale Event. This is known as 'liquidity generation'. You may elect to purchase more tokens now which will be distributed in a 'Secondary liquidity event' at a later date to be agreed between the Parties.

## **12. Electronic Signature**

In Purchasing Tokens, or continuing with your purchase of Tokens you are hereby deemed to have agreed to these Terms.