

# SAFT: Simple Agreement for Future \$T3P Tokens

Dated

Between the Company

**T Tres Holdings Sociedad De Responsabilidad Limitada**

A Costa Rica Limited company

and

the Investor

## 1. STRUCTURE & TERMS

### 1.1. Deal Structure

<b>Token Total Supply:</b>	3,000,000,000 \$T3P
<b>Current round:</b>	Seed
<b>Purchase Price Per Token:</b>	\$0.0018 (USD)
<b>Total round allocation:</b>	6% (of total token supply)
<b>Vesting Schedule:</b>	10% Released at TGE 9 months (monthly linear vesting)

**T Tres Holdings Sociedad De Responsabilidad Limitada contribution wallet address:** 0x1199e6828360b9f3124225958Ed9cf5148FDf4A8  
(only send funds to this wallet address, no other wallet address)

**Investor wallet address:**

**Contribution amount in \$USD:**

**Amount of \$T3P tokens:** *(Contribution \$ amount divided by 0.0018)*

### 2.1. The Agreement

This agreement certifies that in exchange for the payment by the investor, T Tres Holdings Sociedad De Responsabilidad Limitada hereby issues to the investor the right to the purchase amount of \$T3P tokens subject to the terms set forth in this document.

### 3.1. Terms Of Purchase

Payment will be accepted in full for the token purchase amount in stablecoin (USDC/USDT/BUSD) to 'T Tres Holdings Sociedad De Responsabilidad Limitada contribution wallet' listed in 1.1 on Ethereum/Polygon/BSC mainnet within three (3) days of signing this agreement.

## 2. DEFINITIONS

**"SAFT"** Simple agreement for future tokens is an instrument granting future rights to an Investor to receive an amount of Tokens in relation to their investment.

**"Company"** is the legal entity T Tres Holdings Sociedad De Responsabilidad Limitada, a limited company registered in Costa Rica. Where there is no legal entity formed or the organization structure is based on a decentralized autonomous organization then the Company will be treated as a legal entity for the purposes of this agreement.

**"Investor"** is the legal entity \_\_\_\_\_, which may be a company or individual, providing funds in exchange for future Tokens.

**“Token”** is a digital asset in the form of an ERC20 standard fungible token. The token provides no ownership rights or voting rights unless otherwise stated and should in no circumstances be considered a security.

**“Force majeure”** Any unforeseeable circumstance which is beyond the control of a Party, or any unavoidable event, even if foreseeable, as a result of which such Party is unable to perform its obligations, in whole or in part, under this Agreement. Such circumstances include, but are not limited to, any strike, factory closure, explosion, maritime peril, natural disaster, act by a public enemy, fire, flood, accident, war, riot, insurgency or any other similar event.

**“Dissolution Event”** means:

- (1) a voluntary termination of operations by the Company in its sole discretion;
- (2) a general assignment for the benefit of the Company’s creditors; or
- (3) any other event of liquidation, dissolution or winding up of the Company, excluding change of ownership and control of the Company as well as initial public offering.

**“SDN”** Specially designated national and blocked person and/or blacklisted addresses on the FOMC sanctions list

**“Subsequent Agreement”** means any SAFT released by the Company following this SAFT for the future sale rounds of the Token in accordance with the principles and for the purposes of raising capital. This definition excludes:

- (1) Token issues in the scope of the internal distribution plan of the Company, such as development team incentives and other relevant events
- (2) Token issued to third party service providers or other persons connected and associated with the launch of the Network or, similarly, provision of goods and services to the Company;
- (3) Tokens issued in accordance with sponsored research, collaboration, licensing, development, partnerships and other applicable agreements;
- (4) any convertible securities issued by the Company; and
- (5) Tokens issued in connecting with mining activities of the Network and the Company initiated giveaways.

**“Vesting Schedule”** means the process of releasing the Token after a token lockup period where the tokens will not be transferable.

**“TGE”** Token generation event is the on-chain minting of tokens via the deployed smart contract.

### **3. TERMS OF SALE**

#### **1.1. Reservation of Rights**

The Company reserves the rights to offer and sell the Token on different terms and in multiple rounds. The terms applicable to each round following this round may be amended so long as the token total supply is not exceeded.

#### **2.1. Delivery of Investment**

Upon entering into the agreement with the Company in accordance with the provisions of this SAFT, the Investor agrees and undertakes to transfer, at their discretion and in a good will, the Purchase Amount corresponding to the relevant amount of Token value and pursuant of this SAFT. By signing this SAFT, the Investor willingly agrees to be contractually bound by its terms as well as acknowledges their obligation to transfer the relevant amount of funds as the Purchase Amount upon delivery and execution of this SAFT and other applicable agreements with the Company.

#### **3.1. Terms of Token Delivery**

The specified amount of Tokens will be transferred to the 'Investor wallet address' as per the 'Vesting Schedule' outlined in clause 1.1.

#### **4.1. Vesting Schedule**

The Investor acknowledges and agrees that the availability of the Token for purchase and distribution is subject to restrictions imposed by this SAFT in accordance with the Vesting Schedule determined and defined by the Company in its full and sole discretion. The Vesting Schedule for the Token distribution shall commence from the date of the TGE and proceed in accordance with the terms laid out in section 1.1.

#### **5.1. Termination**

This SAFT and its provisions shall be deemed terminated if and when:

- 1.5.1. The applicable amount of the Token is delivered to the Investor upon the successful evaluation and deployment of the token smart contract and after the Token Purchase Amount is received by the Company in full; or
- 2.5.1. The payment of the Returned Investment; or

- 3.5.1. The Company's failure or inability to deploy the contract within the reasonable time period or conclude positive evaluation and assessment of the contract functionality and operability.

#### **4. COMPANY REPRESENTATIONS**

##### **1.1. Corporate Entity**

The Company, T Tres Holdings Sociedad De Responsabilidad Limitada, is a corporation duly organized, validly existing and in good standing under the laws of Costa Rica, and has the power and authority to own, lease and operate its properties and carry on its business as now conducted.

##### **2.1. Execution, delivery, and performance**

The execution, delivery and performance by T Tres Holdings Sociedad De Responsabilidad Limitada of the Token is within the power of T Tres Holdings Sociedad De Responsabilidad Limitada 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 T Tres Holdings Sociedad De Responsabilidad Limitada.

##### **3.1. Legal Obligation**

The Token constitutes a legal, valid and binding obligation of T Tres Holdings Sociedad De Responsabilidad Limitada, enforceable against T Tres Holdings Sociedad De Responsabilidad Limitada in accordance with its terms, except in an event of bankruptcy, insolvency or other relevant laws and regulations laying down the legal framework for the regulation of the economic solvency of creditors and principles of equity. T Tres Holdings Sociedad De Responsabilidad Limitada affirms and acknowledges that, to its knowledge, it has not been and is not in any violation of its current articles of incorporation or bylaws, nor has it been or is currently subject to any ongoing or pending litigation, investigation or legal proceedings; nor has it been or is currently in violation of any martial law or regulation that could potentially and reasonably result in a material damage to the company or its assets; nor has it been or is currently involved in any act concerning money laundering, terrorism financing, fraud or other financial crime.

##### **4.1. Company Affirmation**

T Tres Holdings Sociedad De Responsabilidad Limitada affirms and acknowledges that, to its knowledge, the Token has not been or is currently being used in connection with:

- 1.5.1. Violations of any material laws and regulations applicable to T Tres Holdings Sociedad De Responsabilidad Limitada;
- 2.5.1. Imposition of penalties on T Tres Holdings Sociedad De Responsabilidad Limitada and its assets;
- 3.5.1. Suspension, forfeiture, or nonrenewal of any permit or license, including the operational ban on commencing economic activity of T Tres Holdings Sociedad De Responsabilidad Limitada;
- 4.5.1. Promotion, sponsorship (including the acts of charity and donations), and payment of and to any natural or legal persons, the activities of which concern illegal forms of business activity, infringement of intellectual property rights, regulated and licensed goods and services, fraudulent and restricted financial services and schemes, as well as other unfair, misleading, aggressive, and unregulated goods and services in accordance with the relevant laws.

## **5. INVESTOR REPRESENTATIONS**

### **1.1. Investor Agreement**

In order to be deemed eligible for the purchase of the Company's Tokens, the Investor agrees to and warrants that:

- 1.5.1. The investor is an accredited or authorized investor in their jurisdiction. This agreement is not suitable for retail investors or the general public
- 2.5.1. The Investor has reached the legal age at their country of residence and therefore are legally capable of entering into this SAFT and be bound by its terms
- 3.5.1. Entering into a binding agreement with T Tres Holdings Sociedad De Responsabilidad Limitada and being bound by the terms and provisions of this SAFT does not contradict or breach any other contractual terms by which the Investor is legally bound upon the commencement of this SAFT
- 4.5.1. The Investor is not located and/or residing in any of the restricted locations and jurisdictions, including those subject to prohibitive regulations, international financial sanctions and economic restriction measures
- 5.5.1. The Investor is not identified as an individual that is officially classified as a SDN, or is affiliated with companies, groups and entities classified as SDN, or otherwise represent such natural or legal person

In an event when the Investor is the legal entity, the Investor acknowledges and warrants, that:

- 6.5.1. The organization is incorporated with all due diligence of the company formation and incorporation in the country of its legal location
- 7.5.1. The organization conducts its activities in accordance with the applicable laws and regulations
- 8.5.1. The representative of the company acting as a signee of this SAFT has been legally authorized to represent the organization and otherwise enter into legally binding agreements on its behalf
- 9.5.1. The organization has not been associated with, affiliated with or otherwise identified as the SDN
- 10.5.1. The organization does not represent nor conduct its business activities in fields concerning illegal forms of business activity, infringement of intellectual property rights, regulated and licensed goods and services, fraudulent and restricted financial services and schemes, as well as other unfair, misleading, aggressive, and unregulated goods and services in accordance with the relevant laws.

## **2.1. Not Financial Advice**

The Investor further warrants that neither this SAFT nor the representatives made by T Tres Holdings Sociedad De Responsabilidad Limitada in any form shall be perceived as investment, financial, regulatory, tax or legal advice and that the Investor has sought any said advice at their own discretion and independently from the professionals with relevant qualifications and/ or licenses. Any decision in regard to the conclusion of this SAFT by the Investor is made without the aid of the relevant advisor shall be your own responsibility. Notwithstanding this provision, the Investor warrants that they have been provided an opportunity to inquire T Tres Holdings Sociedad De Responsabilidad Limitada on the subject of the Token offering and this SAFT and have received answers from T Tres Holdings Sociedad De Responsabilidad Limitada.

## **3.1. Investor Aware**

The Investor acknowledges and warrants that they have obtained and possess sufficient knowledge in financial and business matters and that they are capable of evaluating risks of benefits associated with purchasing, selling, and dealing in virtual currencies, including tokens. The Investor further acknowledges the risk of investment in virtual currencies and that they have assessed their financial and circumstantial situation and considered whether

the purchase of the Token is suitable for them. The Investor agrees that they are aware of the possibilities of total and irreversible loss of their financial assets and that recovering from such loss may be difficult or impossible.

#### **4.1. Third Parties**

The Investor reaffirms that they are purchasing the Token for their own account, 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.

### **6. DISCLAIMER OF WARRANTIES**

Any decision, act, or omission thereof undertaken by you shall be made on the basis of the Investor's own assessment of relevance, timeliness, accuracy, adequacy, completeness, reliability and value of information, materials, views, opinions, projections or estimates provided to them by T Tres Holdings Sociedad De Responsabilidad Limitada. Subsequently, T Tres Holdings Sociedad De Responsabilidad Limitada shall hold no liability over any damage or loss arising directly or indirectly as a result of the Investor's use of any information, materials, views, opinions, projections or estimates provided to them through T Tres Holdings Sociedad De Responsabilidad Limitada.

### **7. MISCELLANEOUS**

#### **1.1. Amendments**

Provisions of this SAFT may be altered, amended or otherwise modified only upon the prior written consent of the Parties.

#### **2.1. Receipt of Notices**

The receipt of any notice concerning the subject of this SAFT shall be commenced only in writing from the correspondent email address of the respective Party indicated in this SAFT to the email of the other Party, on the same conditions.

#### **3.1. Limitation of Representation**

The Investor shall not be entitled to any right of representation of T Tres Holdings Sociedad De Responsabilidad Limitada, or to any voting and management rights in T Tres Holdings Sociedad De Responsabilidad Limitada. The Investor shall similarly not be entitled to any seat in T Tres



Holdings Sociedad De Responsabilidad Limitada's management board or acquisition or transfer of any title of ownership or share of T Tres Holdings Sociedad De Responsabilidad Limitada's assets to them on the basis of their holding of the Token. Furthermore, the Investor shall not have any right to vote for the election of or removal of any board members of T Tres Holdings Sociedad De Responsabilidad Limitada or to receive notice of meetings or otherwise receive any corresponding rights thereof.

#### **4.1. Assignment**

Neither this SAFT nor the rights contained herein may be assigned, by operation of law or otherwise, by Investor without the prior written consent of T Tres Holdings Sociedad De Responsabilidad Limitada, which consent may be withheld, conditioned or delayed in the sole discretion of T Tres Holdings Sociedad De Responsabilidad Limitada.

#### **5.1. Intellectual Property**

T Tres Holdings Sociedad De Responsabilidad Limitada shall retain all intellectual property rights in regards to the Token and other materials presented in connection with T Tres Holdings Sociedad De Responsabilidad Limitada. Material and content protected by intellectual property rights cannot and shall not be licensed to the Investor or any third party under any implied license or in association with the Investor's acquisition of the Token, unless specified otherwise.

#### **6.1. Entire Agreement**

This Agreement constitutes the entire agreement between T Tres Holdings Sociedad De Responsabilidad Limitada and the investor and supersedes all prior and contemporaneous agreements, understandings, negotiations, and discussions, whether oral or written, of the parties. Any and all such previous agreements are hereby terminated and shall have no further force or effect.

#### **7.1. Severability**

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.

**8.1. Force Majeure**

If any party to the Agreement is unable to perform the Agreement due to force majeure after the Agreement is signed, the party affected by the force majeure shall notify the other parties within ten (10) working days from the date of the force majeure, and the notice shall state the force majeure occurred and shall declare the event is force majeure. At the same time, the party suffering from force majeure shall try its best to take measures to reduce the losses caused by force majeure and shall strive to protect the legitimate rights and interests of the other parties.

**SIGNATURES OF PARTIES**

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Shaun Edwards

Name

T Tres Holdings Sociedad De  
Responsabilidad Limitada

Company Name

Date:

(MM/DD/YYYY)

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Name

Company Name *(if required)*

Date:

(MM/DD/YYYY)