

# Framework Simple Agreement for Future Tokens (SAFT)

## 1. Definitions

“Agreement” means this Simple Agreement for Future Tokens. An offer drawn up according to the token.dexter.io website hereto and accepted by the Purchaser constitutes an integral part of the Agreement. The company reserves the right to change the offer template.

“Dexter Coin”, “Dexter”, “Token” or “Tokens” means the token that the Company intends to vest with the Purchaser during a Token Generation Event.

“Dissolution Event” means:

- (i) voluntary termination of the Company’s operations,
- (ii) assignment of all rights, liabilities and assets of the Company for the benefit of the company’s creditors,
- (iii) liquidation, dissolution and winding up the Company.

„Purchase Amount” means the amount in USD - equivalent amount in USDT, BUSD, BNB, Bitcoin or Ethereum calculated according to the Applicable Exchange Rate pursuant to Article 6(b)] to be paid by the Purchaser within the offer validity period, subject to Article 3(f).

„Token Generation Event” or „TGE” means the creation of tokens by the Company and vesting them with the Purchaser in the amount and the time limit as set out in the Agreement.

„Panel Token Sale” means the IT system under which, in the cases specified in the Agreement, an individual account will be created for the Purchaser.

“Time Limit” - means December 31st 2023.

## 2. Purpose

The purpose of this Agreement is to grant to the Purchaser the right (the “Right”) to certain number of Tokens in exchange for the payment of the Purchase Amount according to the terms and conditions specified in the offer made to the Purchaser by the Company.

## 3. Events

### a) Token Generation Event

If there is a Token Generation Event prior to the expiration or termination of the Agreement, the Company will vest Tokens with the Purchaser in the amount equal to the Purchase Amount as per the terms set out in the Agreement. Prior to vesting Tokens with the Purchaser by the Company, in accordance with Article 3(a) the Company:

- (i) shall verify information and data submitted by the Purchaser in order to verify it to exclude the suspicion of money laundering or terrorism financing,
- (ii) may summon the Purchaser to draw up and supply the Company with documents or to provide information no later than within three business days since communicating summons to the Purchaser, such documents and information are required for the proper performance of the Agreement by the Company and ensuring compliance with legal provisions, in particular to verify the status of an accredited investor or non-US person status,

(iii) may summon the Purchaser to indicate the wallet address to which the Purchaser Tokens will be vested not later than within three business days since communicating summons to the Purchaser, subject to Article 3(aa) hereinafter,

(iv) shall inform the Purchaser and the Purchaser shall agree to the following schedule of vesting

- 10% of the Tokens shall be vested within seven days after a Token Generation Event,
- 2% of the Tokens shall be vested every subsequent week until all Tokens are no longer due to the Purchaser in accordance with the Agreement, subject to the fulfilment of obligations arising from the Purchaser under Article 3(a) (i) - (iii).

(aa) Panel „Token Sale”

If the Purchaser does not have an EVM wallet (i.e. Ethereum, BNB Chain) or fails to indicate his address within the time limit specified in Article 3(a) (iii), the Company shall send to the Purchaser's email address indicated in the Agreement (or updated in accordance with the requirements set out in the Agreement) an invitation to the “Token Sale” Panel where an individual account shall be created for the Purchaser (the “Account”). The Purchaser is obliged to immediately activate the Account. After activation of the Account, as part of a Token Generation Event, the Company shall vest Tokens with the Purchaser. Prior to the time limit specified in Article 3(a) (iii) the Purchaser may send to the Company a request for an individual account as part of the “Token Sale” Panel. When using the Account, the Purchaser is obliged to observe security requirements, specifically to keep confidentiality of login data and not to transfer it to third parties. As part of an individual account, the Purchaser may make the payment of vested Tokens at any time, subject to the time limits indicated in Article 3(a) (iii). The Company reserves the right to delete the Account within 24 months after a Token Generation Event or in cases where there is a reasonable suspicion of money laundering or terrorism financing in relation to activities undertaken by the Purchaser to which the Purchaser concluding the Agreement consents. In the case specified in the previous sentence, the Purchaser is obliged to pay up Tokens within 30 days of the Company's notification about the intention to delete the Account. If the Purchaser fails to pay up Tokens within the time limit specified in the previous sentence, the Company shall retain the right to delete the Account and shall not be liable to the Purchaser once the right to delete the Account is exercised.

## **b) Dissolution Event**

If there is a Dissolution Event prior to the expiration or termination of the Agreement, the Company, subject to the mandatory provisions of law within a period not shorter than 14 days from the date of a Dissolution Event, shall refund to the Purchaser an amount equivalent to the 80% of Purchase

Amount:

(i) in the BUSD and USDT cryptocurrency in which the Purchase Amount was paid. The refunded cash equivalent to the Purchase Amount will correspond to the number of currency units actually paid as part of the Purchase Amount and will be transferred to the wallet number from which it was paid by the Purchaser.

Examples:

If the Purchase Amount is paid in BUSD, it will be refunded in BUSD in the amount of currency units paid as part of the Purchase Amount (payment of BUSD 1,000.00 = refund of BUSD 800).

(ii) in BUSD if the Purchase Amount was accounted for using BNB, Bitcoin or Ethereum. Refunded cash in BUSD equivalent to the Purchase Amount will correspond to the amount of BUSD currency units corresponding to BNB, Bitcoin or Ethereum, respectively, at the date of payment of the Purchase Amount. The Company is not responsible for any change in the

value of the cryptocurrency in relation to USD or BUSD as well as for an exchange rate risk or a currency risk.

- (iii) in USDT if the Purchase Amount was accounted for using USDT,
- (iv) in BUSD if the Purchase Amount was accounted for using BUSD,

### **c) Expiration and Termination**

The Agreement shall expire upon the occurrence of the first of the following events:

- (i) vesting Buyer Tokens in accordance with Article 3(a) or 3(aa),
- (ii) refunding the equivalent of 80% of the Purchase Amount to the Purchaser in accordance with Article 3(b),
- (iii) the expiry of the Time Limit if a Token Generation Event has not occurred by 24:00 that day.

### **d) Expiry of the Time Limit**

If a Token Generating Event has not taken place before the expiry of the Time Limit the Company, subject to the mandatory provisions of law, shall account for the Purchaser in accordance with the principles set out in Article 3(b) (i) - (iv).

### **e) Inability to Vest Tokens**

In the event of inability to vest Tokens for reasons attributable to the Purchaser, specifically understood as:

- (i) a failure to meet the Purchaser's obligations under Article 3(a) (i) - Article 3(a),
- (ii) a failure to activate the Account in accordance with Article 3 (aa),
- (iii) suspicion that funds paid in as the Purchase Amount are derived from a criminal act,
- (iv) suspected money laundering or terrorism financing,

The Company reserves the right to refund the 80% of Purchase Amount to the Purchaser under the terms set out in Article 3(b) (i) - (iv), applied accordingly, and the Company reserves the right to withhold vesting Tokens or to take any other action justified by the circumstances.

### **f) Payment of the Purchase**

Amount after the Offer Validity Period In the event of the Purchaser paying the Purchase Amount after the offer validity period understood as crediting the wallet of the Company, the Company reserves the right, of its own choice, to:

- (i) account for with the Purchaser according to the terms set out in Article 3(b) (i) - (iv) by refunding the 80% of Purchase Amount to the Purchaser,
- (ii) convert the number of Tokens specified in the offer submitted to the Purchaser in such a way that the Purchase Amount paid in BNB, Bitcoin or Ethereum will be referred to USD according to the Applicable Exchange Rate as at the date of crediting the wallet of the Company with the Purchase Amount,
- (iii) confirmation of the payment acceptance under the terms specified in the offer submitted to the Purchaser within seven days from the date of booking the Purchase Amount payment.

In the case specified in Article 3(f) (ii), the Company will provide the Purchaser with information on the converted number of Tokens within seven days from the day the offer is recalculated. The Company hereby informs, and the Purchaser acknowledges and agrees that the Company is not liable for changes in the value of BUSD, USDT, BNB, Bitcoin or Ethereum resulting in a profit or a loss on the part of the Purchaser resulting from their conversion into the number of Tokens.

#### **4. Company Representations**

a) The Company is a corporation duly organized, validly existing and in good standing under the laws of Georgia, and has the power and authority to own, lease and operate its assets as well as to conduct its business as it is now conducted.

b) Drawing up, concluding and executing the Agreement by the Company is within the power of the Company and, apart from actions to be taken when Tokens are to be vested with the Purchaser, has been duly authorized by all necessary actions at the discretion of the Company. The Agreement constitutes a lawful, binding obligation of the Company, enforceable against the Company in accordance with the terms of the Agreement, except for cases limited by bankruptcy, insolvency or other provisions of generally applicable law, relating to enforcement or affecting the enforcement of creditors' rights in a general manner and on an equitable basis. To the best of the Company's knowledge, the Agreement does not violate:

(i) its current statute or regulations,

(ii) any relevant statute, rule or regulation applicable to the Company, or

(iii) any significant agreement to which the Company is a party to or is related to, where in the event that such a violation or non-performance, individually or together with all such violations or non-performance could have a material adverse effect on the Company.

c) To the best of the Company's knowledge, the implementation and execution of the transactions provided for in the Agreement shall not cause:

(i) a violation of any significant decision, statute, rule or regulation applicable to the Company,

(ii) accelerating any significant agreement which the Company is a party to or which it is associated with, or

(iii) creating or imposing a lien upon any property, assets or revenues of the Company, or the suspension, forfeiture or non-renewal of any valid permit, license or authorization applicable to the Company, its activities or operations.

d) To the best of the Company's knowledge, it has (or may obtain upon reasonable commercial terms) sufficient rights to all patents, trademarks, service marks, trade names, copyrights, trade secrets, licenses, information, processes and other intellectual property rights necessary to conduct its business as it is now conducted and in accordance with the currently proposed method, without infringing the rights of other persons.

#### **5. Purchaser Representations**

a) The Purchaser has full legal capacity, power and authorizations to conclude and execute the Agreement and to perform its obligations under the Agreement. The Agreement constitutes a valid and binding commitment of the Purchaser, enforceable in accordance with the terms and conditions of the Agreement.

b) The Purchaser is aware that the Agreement may be classified as securities in certain jurisdictions and that the offer and sale of the Agreement have not been registered in accordance with the Securities Act in any country and therefore it may not be resold unless they are in accordance with applicable law of the country. The Purchaser concludes the Agreement on his/her own account, not as a proxy or agent, and not for the purpose or with the intention of resale in connection with the payment from the Agreement, as well as the Purchaser is currently not intending to sell, grant any participation or otherwise make

payments from this title. The Purchaser has such knowledge and experience in financial and business matters that he/she is able to assess the advantages and risks of such purchase, is able to bear a total loss without prejudice to his/her financial condition and is able to bear the economic risk of such purchase indefinitely.

c) The Purchaser does not refer to any advice or recommendations (written or oral) of the Company. The Purchaser concludes the Agreement on the basis of his/her own judgment and upon the advice of such professional advisers whom he/she considers necessary to consult with.

d) The Purchaser is aware that the conclusion of the Agreement and the purchase of Tokens on the grounds of the Agreement may give rise to tax obligations or other public law obligations in some jurisdictions. The Purchaser himself/herself is obliged to verify the existence of such obligations and the manner of its payment to a competent authority. The Company does not render tax advisory services.

e) The Company will accept payment for the Right acquired under the Agreement in BUSD, USDT, BNB, Bitcoin and Ethereum. The Purchaser will make the required payment to the Company in exchange for the acquisition of the Right in accordance with the Agreement pursuant to the procedures set out in Exhibit A to the Agreement.

f) For the purposes of the Agreement, the value of the Purchase Amount will be expressed in USD irrespective of whether the Purchaser will make a payment in BUSD, USDT, BNB, Bitcoin or Ethereum valued at the Applicable Exchange Rate for USD. The term "Applicable Exchange Rate" means the average USD exchange rate on the day the offer is presented to the Purchaser at 00:00 AM GMT.

## **6. Limitation of Liability**

a) The Company is not considered to be an entity providing investment advice or providing investment recommendations in the context of the Agreement.

b) The Company, its directors, senior employees, employees and/or agents shall not be liable for any actions taken or failure to act in connection with the implementation of a Token Generation Event or for any losses incurred by the Purchaser unless such loss results from fraud or gross negligence on the part of the Company.

c) The Company is not responsible for actions resulting from force majeure, which is understood as an external event independent of the Company and unpredictable, in particular: war, fire, flood, epidemic, natural disasters or social disasters. In the event of force majeure, the Company will promptly inform the Purchaser of the impossibility to perform the obligations under the Agreement and agree to take any measures to remove the effects of force majeure.

d) During the provision of services under the Agreement, the Parties may use electronic mail or the "Token Sale" Panel provided by the Company, and may contact via other electronic means of communication. The Purchaser acknowledges that it is not possible to guarantee absolute security or error-free electronic transmission of information that may be intercepted, damaged, lost or destroyed as well as it may arrive late or be incomplete.

e) Each Party is responsible for protecting its own interests regarding electronic data transmission, as well as neither Party shall have any claims against the other Party arising

from any legal basis, whether from violation of this Agreement for any errors, damage or loss of data or deficiencies occurring as a result of providing information to the other Party by electronic means and the fact that the Party relies on information obtained in this manner.

## **7. General Provisions**

a) The Agreement sets out the entire agreement between the Parties with respect to the subject of the Agreement and supersedes any prior or contemporaneous disclosure, conversations, agreements, oral or written between the Parties. The Agreement is one of a series of similar instruments concluded by the Company. Any amendments to the Agreement must be in the form of a written document drawn up by both Parties.

b) Any notification required or permitted under the Agreement shall be deemed sufficient if sent by email to the appropriate address given on the signature page, as subsequently amended by a written notification to the relevant Party.

c) The Purchaser is not entitled, as the holder of the Agreement, to vote or receive dividends and will not be considered as the holder of the Company's shares for any purpose, nor any provision contained in the Agreement shall be construed as granting the Purchaser, as such, any rights of the Company's shareholder or any right to vote in the election of directors or in any matter submitted to shareholders at any of their meetings, or to grant or withhold consent to any corporate action or to receive notice of meetings, or to receive subscription rights or other rights.

d) Neither the Agreement nor the rights contained therein may be assigned, by law or otherwise, by either Party without a prior written consent of the other Party, and the Agreement and/or the rights contained herein may be assigned without the consent of the Company by the Purchaser to any other entity that directly or indirectly controls, is controlled by the Purchaser or is under joint control with the Purchaser, including and without limitation to any general partner, managing member, senior employee or director of the Purchaser, or any existing venture capital investment fund which is controlled by at least one general partner or managing member, or has the same management company as the Purchaser.

e) In the event that any provision of the Agreement is found to be invalid, unlawful or unenforceable for any reason, in whole or in part or in any respect, or in the event that any provision of the Agreement operates or would potentially act to invalidate Agreements, then such provision(s) shall be considered void and shall not affect any other provision of the Agreement, and the remaining provisions of the Agreement shall remain in force and shall be fully effective and shall not be violated.

## **8. Applicable Law and Jurisdiction**

a) This Agreement shall be governed, interpreted and construed by, under and exclusively pursuant to the material law of the Democratic Republic of Georgia.

b) Any dispute in relation to this Agreement shall be submitted to the exclusive jurisdiction of the courts of the Democratic Republic of Georgia.

## **INFORMATION CLAUSE**

In accordance with Article 13 Sections 1 and 2 of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data, and repealing

Directive 95/46/EC (General Data Protection Regulation “GDPR”), I hereby inform as follows: The administrator of personal data is Dexter LLC., the company registered under the Georgian law at the address Georgia, Tbilisi, Nadzaladevi district, San-zona settlement, building 10a, apt. N 16, Registration No. 400325135.

1. It is possible to contact the data administrator - email: [office@dexter.io](mailto:office@dexter.io)
2. Personal data will be processed on the basis of Article 6 Section 1 b) and c) of GDPR to the extent necessary to implement the concluded agreement for future tokens and to fulfil the legal obligations incumbent on the administrator in connection with the concluded agreement, in particular financial and tax obligations.
3. The scope of data includes: name and surname, permanent address with a postal code, email address, telephone No., date and place of birth, information on gender and nationality, identity document No. (ID card or passport), number identifying the person recorded in an identity document, names of parents if they are recorded in an identity document, image recorded in an identity document.
4. Providing personal data is not mandatory, however, failure to do so will result in the failure to conclude and execute the agreement.
5. Personal data will be stored for the period necessary to achieve the purpose referred to in paragraph 2.
6. Personal data may be transferred to external accounting and financial entities, public administration bodies, IT support and technical service providers, legal and advisory service providers and supporting services.
7. Personal data may be transferred to a third country or international organizations. The administrator will then observe appropriate security measures by applying standard contractual clauses adopted by the European Commission. Copies of agreements concluded with third parties will be made available by the administrator upon request sent to the email address: [office@dexter.io](mailto:office@dexter.io)
8. A person whose data is processed has the right to request the administrator to access his/her data, rectify it, raise objections, transfer and delete, limit data processing, as well as to withdraw consent at any time without affecting the lawfulness of the processing that was carried out on the basis of consent before its withdrawal, in cases where consent is the legal basis for processing.
9. In connection with the processing of personal data by the administrator, you have the right to file a complaint with the supervisory authority competent in matters of personal data protection.
10. The administrator will not make automated decisions, including decisions resulting from profiling.