

Token Purchase Agreement

This Token Purchase Agreement (the “Agreement”) is entered into by and between the Purchaser and SimpliTaught, the issuer of TAWT Coin (the “Company”), as of the date of acceptance by the Company.

1. Purchase and Sale of Tokens

The Purchaser agrees to purchase, and the Company agrees to sell, the number of TAWT tokens specified upon execution of this agreement, in exchange for the agreed consideration, subject to the terms set forth herein.

2. Purchase Price and Payment

The purchase price per TAWT token shall be determined at the time of the transaction. Payments shall be made in USD, USDC, or any other acceptable cryptocurrency or fiat currency defined by the Company.

3. Use of Proceeds

The Company will use the proceeds from token sales to develop, operate, and maintain the SimpliTaught platform, as well as to support marketing, legal compliance, and operational expenses.

4. Token Utility

TAWT tokens will be used for transactions on the SimpliTaught platform, including but not limited to content subscriptions, staking, rewards, and governance participation.

5. Vesting and Lock-up

Depending on the purchase stage (e.g., private, pre-seed), certain vesting schedules or lock-up periods may apply. These will be detailed in an annex or provided prior to final purchase.

6. Legal Compliance and Acknowledgments

The Purchaser acknowledges that TAWT is a utility token, not a security, and agrees to comply with all applicable laws, including KYC/AML requirements. The Purchaser further affirms they understand the risks of purchasing digital assets.

7. Limitation of Liability

The Company shall not be liable for any indirect, incidental, special, or consequential damages arising from or related to this Agreement or the use of tokens.

8. Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of the jurisdiction in which SimpliTaught is incorporated.

9. Entire Agreement

This Agreement constitutes the entire understanding between the parties regarding the subject matter herein and supersedes all prior or contemporaneous agreements.

IN WITNESS WHEREOF, the parties have executed this Token Purchase Agreement as of the date of execution below.

Company Representative: _____

Date: _____

Purchaser Name: _____

Signature: _____

Date: _____