**SIMPLE AGREEMENT FOR FUTURE TOKENS**

Version: 1.1

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| Prepared For: | {preparedfor} |
| Prepared By: | Liquid Crypto |
| Date: | {date} |

This SAFT is addressed and may be applicable to private and legal entities (hereinafter referred to as the Investor). In conformity with the SAFT, the Investor agrees and undertakes to transfer the funds to the Company in exchange for the right to receive LIQUID CRYPTO tokens ‘Token X’ (hereinafter referred to as LIQUID CRYPTO).

The Investor accepts all terms, conditions, obligations, affirmations, representations, and warranties described in the SAFT for purchasing LIQUID CRYPTO tokens and agrees to be bound by them.

**IMPORTANT INFORMATION: PLEASE READ THIS AGREEMENT CAREFULLY AND IN ITS ENTIRETY.**

The Investor will not be entitled, as a holder of LIQUID CRYPTO, to receive dividends or vote as a shareholder or be deemed a shareholder of the Company for any other purpose, nor will anything contained herein be construed to confer upon Investor, as such, any of the rights of a shareholder or any right to vote for the election of directors or upon any matter submitted to the board of directors at any meeting thereof, or to give or withhold consent to any corporate action or to receive notice of or attend shareholder or board meetings, or to receive subscription rights or otherwise.

1. **General Notices**

Any notice or other communication to the Investor in connection with this Agreement: (a) may be given electronically if sent to the address or then most recently notified by the Investor to the Company; (b) if given electronically, will be deemed to have been received upon delivery (and a delivery report received by the Company will be conclusive evidence of delivery regardless of whether the communication is received by the Investor).

1. **General Considerations**

A purchase of Digital Assets involves a high degree of risk and may not be suitable for all investors. Investors should not expect immediate liquidity of LIQUID CRYPTO and should be able to withstand a loss of their entire investment in LIQUID CRYPTO. The investment characteristics of Digital Assets (which term includes, but is not limited to, virtual currencies, cryptocurrencies, and digital coins and tokens), generally differ from those of traditional currencies, commodities, or securities.

Importantly, Digital Assets are not backed by a central bank or a national, supra-national or quasi-national organisation, any hard assets, human capital, or other forms of credit. Rather, Digital Assets are market-based: a Digital Asset's value is determined by (and fluctuates often, according to) supply and demand factors, the number of merchants that accept it, and the value that various market participants place on it through their mutual agreement, barter, or transactions.

1. **Risks**

Accepting the Offer, the Investor accepts all the risks, particularly the following:

* 1. The Company bears no responsibility for the Investor losing access to his Wallet and the tokens for reasons attributable to the Investor, including technical problems, errors, or computer virus infection, as well as losing or revealing the private wallet key to third parties.
  2. The Company bears no responsibility for the failure to use the obtained tokens owing to changes in the legislation or the direct prohibition of the distributed ledger, or blockchain, technologies in the country of the Investor.
  3. The Company bears no responsibility for the Investor’s losses caused by the LIQUID CRYPTO token’s price changes, after the Investor has purchased the tokens. The Investor confirms being aware of the risks concerning the LIQUID CRYPTO token price changing. Accepting the Offer, the Investor agrees upon the token price for the moment of purchase.
  4. The Company bears no responsibility for the Investor losing access to his LIQUID CRYPTO tokens caused by a hacker attack or a technology breakdown.

1. **Limitation of Liability** 
   1. Limitation of Liability. Nothing in this Agreement shall exclude or limit our liability for fraud, wilful misconduct or any other liability which cannot be lawfully excluded or limited. UNDER NO CIRCUMSTANCES, THE COMPANY SHALL BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, ECONOMIC OR PUNITIVE DAMAGES, OR LOSS OF PROFIT EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
   2. Force Majeure. The Company shall not be liable for any non-performance, error, interruption, or delay in the performance of its obligations, if due, in whole or in part, directly or indirectly to an
   3. event or failure which is beyond its reasonable control (including acts of God, natural disasters, epidemics, acts of war or terrorism, acts of any government or authority, power failures, acts or defaults of the Binance smart chain network and/or any telecommunications network operator or carriers).
2. **Miscellaneous**
   1. Entire Agreement. This Agreement constitutes the entire agreement between the parties in relation to its subject matter and supersedes all previous agreements, understandings, and undertakings. No representation whether made orally or in writing or before or after the execution of this Agreement shall form part of this Agreement or be used in its interpretation. No variation of this Agreement shall be effective unless it is in writing and signed by the parties (or their authorized representatives).
   2. Electronic Communications. Investor agrees and acknowledges that all agreements, notices, disclosures, and other communications that Company provides Investor pursuant to this Agreement or in connection with or related to the Investor’s purchase of LIQUID CRYPTO tokens, including this Agreement, may be provided by the Company, in its sole discretion, to the Investor, in electronic form.
   3. No amendment or waiver of any provision of this Agreement shall be binding on any party unless consented to in writing by such party. No waiver of any provision of this Agreement shall constitute a waiver of any other provision, nor shall any waiver of any provision of this Agreement constitute a continuing waiver unless otherwise expressly provided.
   4. Electronic Signatures. The Parties agree that they may tender their signatures to this Agreement by electronic means, such as by email or by an online e-signature platform. The Parties agree that their digital signature or other form of electronic acknowledgment, consent, or acceptance, as the case may be: (a) constitutes their signature, acceptance, and agreement of the terms of this Agreement, and (b) has the same force and effect as a signature affixed by hand.
   5. Confidential Information. The Investor agrees not to use any Confidential Information disclosed to the Investor by the Company for the Investor’s use or for any purpose other than to carry out discussions concerning, and the undertaking of, the Services. The Investor agrees to take all reasonable measures to protect the secrecy of and avoid disclosure or use of Confidential Information of the Company to prevent it from falling into the public domain or the possession of Persons other than agents of the Company or persons to whom the Company consents to such disclosure.
3. **Sale of LIQUID CRYPTO Tokens** 
   1. Purchase and Sale. The Investor agrees to purchase from the Company, and the Company agrees to sell to the Investor LIQUID CRYPTO tokens in the amount of $25,000 (USD).
      1. The Purchase price of LIQUID CRYPTO Tokens for the Seed stage of sales (the "Purchase Price") is $0.02
      2. The Investor agrees to purchase LIQUID CRYPTO tokens at the Purchase Price from the Company in exchange for the payment of $25,000 in BUSD.
   2. Vesting periods. As per the current Tokenomics schedule.
   3. Purchase Price Address. Within 4 days of the execution of this Agreement, the Investor agrees to Deliver the Purchase Price denominated in BUSD to the Company by causing the Purchase Price to arrive in the Company's digital wallet at the following address:

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| **1** | **Company Name:** | Coeur Digital Limited |
| **2** | **Company Registration #:** | BVI Entity #2070841 |
| **3** | **Registered Office Address:** | 2nd Floor, Ellen L. Skelton Building, Fishers Lane, Road Town, Tortola, British Virgin Islands, VG1110 |
| **4** | **Contact Name:** | Kurt Uhler |
| **5** | **Price per token:** | $0.02 |
| **6** | **Purchase Price:** | $25,000 (BUSD) |
| **7** | **Number of Tokens:** | 1,250,000 |
| **8** | **Customer Wallet Address:**  **(for sending tokens)** |  |
| **9** | **Transaction ID #:** |  |

Binance Smart-Chain Wallet address of LIQUID CRYPTO for the transaction under the SAFT: 0x4c470240e13B22a8F617A0CD1A84E5c1e259FF71

**PLEASE NOTE: FUNDS MUST BE SENT FROM THE SAME WALLET ON WHICH YOU WANT TO RECEIVE LIQUID CRYPTO TOKENS. DON’T USE ANY EXCHANGE WALLET**

* 1. Delivery. The Company shall deliver the Purchased Amount of LIQUID CRYPTO tokens to the Investor by transferring Purchased Amount tokens to a Wallet address provided by the Investor at the Token Generation Event (TGE) and subsequently as per vesting schedule.

1. **Terms and Conditions of the Token Sale** 
   1. No Warranty. The LIQUID CRYPTO tokens delivered by the Company are provided on an “as-is" basis and without warranty, including but not limited to any warranty of merchantability, any warranty of fitness for a particular purpose, or any warranty regarding their value, technical specifications, performance, or function.
   2. Know Your Client / Anti-Money Laundering. It shall be a condition of this Agreement that the Investor submits and passes the Company’s Know Your Client (“KYC”), Anti-Money Laundering (“AML”) procedures. The Investor will be required to submit notarized identification and residential address proof for verification in order to participate in the LIQUID CRYPTO token sale rounds. To do this, the Investor shall fill in their personal data in Table 1 of this document and send it to our e-mail: saft@liquidcrypto.finance

Table 1 - Personal data of the investor

The Investor understands that the foregoing information shall be relied upon by the Company for the purpose of determining the eligibility of the Investor to purchase and own LIQUID CRYPTO tokens. The Investor agrees to notify the Company promptly if any representation, warranty, or information contained in the Agreement becomes untrue at any time. The Investor agrees to provide such information and execute and deliver such documents regarding itself and all of its beneficial owners as the Company may reasonably request from time to time to determine the eligibility of the Investor to purchase LIQUID CRYPTO tokens, to verify the accuracy of the Investor’s representations and warranties herein or to comply with any law, rule, or regulation to which the :

Company may be subject to, including compliance with anti-money laundering laws and regulations. To the fullest extent permitted by law, the Investor agrees to indemnify and hold harmless the Company from and against any loss, damage or liability due to or arising out of a breach of any representation, warranty or agreement of the Investor contained in the Agreement or in any other document provided by the Investor to the Company or in any agreement executed by the Investor with the Company in connection with the Investor’s purchase of LIQUID CRYPTO tokens.

1. **Representations and Warranties of The Company**

Subject to all of the terms, conditions and provisions of this Agreement, the Company hereby represents and warrants to the Investor as follows:

* 1. Authority. The Company has all requisite power and authority, corporate or otherwise, to execute and deliver this Agreement and to consummate the transactions contemplated hereby and thereby. Assuming the due authorization, execution and delivery of this Agreement by the Parties, this Agreement constitutes the legal, valid and binding obligation of the Company, enforceable against the Company in accordance with its terms.
  2. Ownership. The Company represents and warrants that, on or before the date of the Token Generation Event, it shall own the LIQUID CRYPTO tokens that are subject to this Agreement.

1. **Representations and Warranties of the Investor**

Subject to all of the terms, conditions and provisions of this Agreement, the Investor hereby represents and warrants to the Company as follows:

* 1. Authority. The Investor has all requisite power and authority, corporate or otherwise, to execute and deliver this Agreement and to consummate the transactions contemplated hereby and thereby. Assuming the due authorization, execution and delivery of this Agreement by the Parties, this Agreement constitutes the legal, valid and binding obligation of the Investor, enforceable against the Investor in accordance with its terms.
  2. Informed Investor. The Investor has fully informed itself with respect to LIQUID CRYPTO tokens, and has read and understood all the information presented by the Company, including but not limited to the information therein that states that LIQUID CRYPTO tokens:
     1. are utility tokens designed to be used on the platform, with an expected future usage solely as a utility token within the platform
     2. do not represent ownership of any physical LIQUID CRYPTO token and will not be redeemable as such.
     3. are not an instrument, entity, scheme, or venture that participates or receives any dividend, payment, profit, income, distribution, or other economic returns.

1. **Signatures**

IN WITNESS WHEREOF, the parties have executed this Agreement pursuant to s127 of the Corporations Act 2001 in one or more counterparts as of the Effective Date

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| **Company**  **Legal Name:**   Liquid Crypto Pty Ltd  238 Ridgecrop drive  Castle Hill NSW 2154  ACN : 651294450  **Director(s):**Tim Haynes | **Investor**  **Legal Name:**  Coeur Digital  2nd Floor, Ellen L. Skelton Building, Fishers Lane, Road Town, Tortola, British Virgin Islands, VG1110    **Director:** Kurt Uhler |
| **Signature:**  **Additional Director/Secretary:**  **Signature:** | **Signature:**  {IMAGE injectSvg()} |
| **Date:** | **Date:** |