

LICENSE PURCHASE AGREEMENT AND PARTICIPATION IN THE SFT21 BUSINESS MODEL

The Parties:

SFT21 LLC, a company established and existing under the laws of the State of Delaware, USA, with its registered office at: 1111B S Governors Ave, STE 40828, Dover, DE 19904, USA, represented by Mladen Pejic and Zoran Lazarevic, co-founders and directors (hereinafter referred to as the: "Company"),

and

_____, Full Name / Name of Buyer _____, residing at / with its registered office at: _____,

TIN/Tax ID: _____, Identification Document (ID Card / Passport / Company Registration Number): _____, (hereinafter referred to as the: "Buyer"), mobile: _____, email: _____,

collectively referred to as the "Parties", conclude this Agreement on _____

RECITALS

(A) The Company has developed and continues to develop a comprehensive digital business ecosystem and brand named "SFT21", which includes a software platform, network business tools, e-commerce, and a franchise business model.

(B) The Buyer wishes to acquire access and rights within the SFT21 ecosystem by purchasing one of the available licenses defined by this Agreement.

(C) By this Agreement, the Parties regulate the mutual rights and obligations arising from the sale and purchase of the SFT21 License.

ARTICLE 1.

Definitions

For the purposes of this Agreement, the following terms shall have the meanings ascribed to them below:

SFT21 Ecosystem:

An integrated digital platform developed by the Company, which encompasses the core software (SFOffice), a social network (SFnet), an e-commerce platform (SFshop), and a franchise business model (SFT21 Business Concept).

SFT21 License Package (License):

A digital product acquired by the Buyer, which grants a set of rights and tools for participation in the SFT21 Ecosystem, as defined by this Agreement.

License Holder:

The Buyer after the full payment of the price for the License Package has been made.

Bonus Distribution Fund:

A special account or accounting item within the Company to which a portion of the Company's Net Profit is allocated for the purpose of paying bonuses to License Holders.

Bonus Phase 1 (BF1):

The first target amount of funds that a License Holder can earn from the Bonus Distribution Fund, the value of which is equal to the price of the purchased License.

Bonus Phase 2 (BP2):

An additional amount of funds that a License Holder can earn after Bonus Phase 1 has been fully paid out.

Maximum Total Bonus (MTB):

The total sum of Bonus Phase 1 (BF1) and Bonus Phase 2 (BP2). This amount represents the final upper limit of all funds that a License Holder can earn from the Bonus Distribution Fund based on a single purchased License.

Net Profit:

The profit of the Company after the deduction of all operating expenses, taxes, and other statutory charges, determined in accordance with International Financial Reporting Standards (IFRS).

SFpoints:

Points that the License Holder receives upon purchasing the License, which determine their initial position within the SFalgorithm.

SFcodes:

Digital tokens that the License Holder receives upon purchasing the License, which allow participation in the Company's prize games.

SFalgorithm:

The Company's proprietary software system for structuring the user network and distributing certain types of bonuses within the SFT21 Business Concept.

SFfranchisee:

An active participant in the SFT21 Ecosystem who has concluded a separate Franchise Agreement with the Company. This status is acquired either by upgrading the status of an existing License Holder (as defined in Article 2, section 2b) or by the direct purchase of a designated Starter Package. By concluding the Franchise Agreement, the SFfranchisee acquires additional rights and operational obligations that exceed the rights of a passive License Holder and are defined exclusively by that Franchise Agreement.

Franchise Agreement:

A separate legal agreement that a License Holder (or another buyer according to business rules) concludes with the Company to acquire the status of an SFfranchisee. This agreement details the additional rights and, unlike the License Purchase Agreement, the specific operational obligations arising from active participation and promotion of the SFT21 Business Concept.

Ambassadorial Positions:

A set of internal, strategic positions within the SFalgorithm, numbered from 31 to 62. These positions are in the exclusive ownership of the Company, and their primary purpose is to generate revenue which, in accordance with Article 7 of this Agreement, is allocated in its entirety (100%) to the Bonus Distribution Fund. The Company undertakes that these positions will not be sold or permanently assigned to third parties until the obligations for bonus payments defined by this Agreement are fulfilled.

State Positions:

A set of internal, strategic positions within the SFalgorithm, numbered from 63 to 254. These positions are owned by the Company and form the basis for the development of the business structure in individual countries or regions. Their primary purpose is to generate revenue which, in accordance with Article 7 of this Agreement, is allocated in its entirety (100%) to the Bonus Distribution Fund. The Company undertakes that a minimum of 170 (one hundred and seventy) of these positions will not be sold or permanently assigned to third parties until the obligations for bonus payments defined by this Agreement are fulfilled.

Wallet:

A digital user account within the SFT21 Ecosystem to which a portion of bonuses and other funds are paid. Funds in the Wallet are freely available to the License Holder, which includes the ability to withdraw them via available payment methods, use them for purchasing the Company's products and services, or transfer them to another user's Wallet.

Webshop Wallet:

A digital user account within the SFT21 Ecosystem to which a portion of bonuses is allocated, intended exclusively for use within the SFshop platform. Funds in the Webshop Wallet cannot be withdrawn as cash but can be used to purchase products and services from business partners on SFshop or be transferred to another user's Webshop Wallet.

ARTICLE 2.**Subject of the Agreement and Rights from the License**

The subject of this Agreement is the sale and purchase of one of the SFT21 License Packages listed in Article 3 of this Agreement. By purchasing the License, the Buyer acquires a set of perpetual and limited rights within the SFT21 Ecosystem.

Perpetual Rights Arising from the License

The Buyer acquires the following non-exclusive, transferable, and perpetual rights, which remain in force even after all bonuses have been paid out:

- a) **Right of Access and Use:** A perpetual right to hold a user account and to access and use the available tools within the SFT21 Ecosystem (SFoffice, SFnet, SFshop, etc.).
- b) **Right to Upgrade:** A perpetual right to a free upgrade to the status of an active franchisee by concluding an additional Franchise Agreement, thereby acquiring new rights and obligations defined by that agreement.
- c) **Right to Transfer:** A perpetual right to sell or transfer the License to a third party in accordance with the Company's procedures.

Limited Right Arising from the License

- a) **Right to Participate in Bonus Distribution:** The Buyer acquires the right to passively participate in the distribution of funds from the Bonus Distribution Fund. This right expressly terminates and is extinguished at the moment the total amount of paid bonuses reaches the "Maximum Total Bonus" defined for the purchased License Package in Article 3. Thereafter, the License Holder no longer participates in further bonus distribution based on this License but retains all their perpetual rights as listed in section 2 of this article.

ARTICLE 3.

SFT21 License Packages and Bonus Structure

The Parties agree that the Buyer acquires one of the following License Packages, for which the structure of potential bonuses is divided into two phases:

Package Name	License Price	Bonus Phase 1 (potential)	Bonus Phase 2 (potential)	Maximum Total Bonus (potential)
LP1	100 €	100 €	400 €	500 €
LP2	200 €	200 €	800 €	1.000 €
LP3	500 €	500 €	2.000 €	2.500 €
LP4	1.000 €	1.000 €	5.000 €	6.000 €
LP5	1.500 €	1.500 €	7.500 €	9.000 €
LP6	2.100 €	2.100 €	10.500 €	12.600 €
LP7	5.000 €	5.000 €	30.000 €	35.000 €

Note: The amounts in the "Bonus Phase 1" and "Bonus Phase 2" columns represent target upper limits of payments within each phase and do not constitute a guaranteed income. The "Maximum Total Bonus" is the sum of bonuses from both phases.

The Buyer selects and purchases the following License Package:

License Package: _____ (designation)

Total License Price: _____ **EUR**

By signing this Agreement, the Buyer confirms their decision to purchase the specified License and accepts the bonus structure defined in this article. The mechanism and sequence of bonus payments by phase are described in more detail in Article 9 of this Agreement.

ARTICLE 4.

Price and Payment Terms

The Buyer undertakes to make a one-time payment of the full price of the License as specified in Article 3 of this Agreement, using the payment methods available on the Company's official websites.

The Agreement enters into force on the date of signature, and the Buyer acquires the rights from the purchased License on the day the Company receives the full payment amount.

If the Buyer fails to make the payment within 3 (three) days from the date of signing the Agreement, the Agreement shall be deemed terminated without legal effect and without the need for further notification.

ARTICLE 5.

Right to Upgrade the License Package

The License Holder has the right to upgrade their existing License Package at any time to any other License Package of greater value that the Company is currently offering for official sale.

This right to upgrade exists exclusively while the Company is selling SFT21 License Packages. The moment the Company officially ceases the sale of License Packages to new buyers, the possibility of upgrading for existing License Holders also ceases.

The upgrade is performed by paying the full price difference between the existing (already purchased) and the new, desired License Package, according to the price list valid on the day of the upgrade.

Upon completion of the upgrade, this Agreement remains in force, and the License Holder acquires all rights and obligations arising from the newly selected, more valuable License Package. This includes, but is not limited to, the new bonus structure (Bonus Phase 1, Bonus Phase 2, and Maximum Total Bonus) defined in Article 3 of this Agreement for that package. All previously acquired rights from the lower-tier package are replaced by the rights of the new package.

The upgrade is considered final and valid at the moment the Company receives the full top-up amount. The Company will issue an official confirmation (invoice) to the Buyer for the completed upgrade. This Agreement, together with the said confirmation of the upgrade, constitutes the entire legal agreement between the Parties with respect to the newly acquired License Package, without the need for a separate annex.

ARTICLE 6.

Right of Unilateral Termination

(Right of withdrawal)

Term and conditions: The Buyer has the right, without stating reasons, to unilaterally terminate this Agreement within a period of **14 (fourteen) days**. The period begins on the day the Company receives the full payment for **the initially purchased License**. In the event of a valid termination, the Buyer is entitled to a full refund of the amount paid.

Termination procedure: To exercise the right of unilateral termination, the Buyer must, before the expiry of the period from section 1 of this article, inform the Company of their decision to terminate by means of an unequivocal statement sent by electronic mail to the Company's official email address: legal@sft21.com. The date of sending the email will be considered the date of termination.

Exception to the right of termination: The Buyer expressly loses the right to unilaterally terminate the Agreement if, within the 14-day period, they have begun to use the economic benefits arising from the License. It is considered that the Buyer has begun to use the economic benefits if they have used their referral code to recommend a third party and, on that basis, have earned the right to a **Referral Bonus**, as defined in Article 10 of this Agreement.

Refund and consequences of termination: In the event of a valid termination of the Agreement, the Company will, without delay and at the latest within 14 days from the day of receipt of the notice of termination, refund the entire amount paid. The refund will be made using the same payment method the Buyer used for the payment. Upon termination of the Agreement, the Buyer permanently loses all rights arising from this Agreement, and the purchased License is voided.

Application of the right of termination in case of an upgrade: If the Buyer upgrades the License Package (as defined in Article 5) within the 14-day period, the right of unilateral termination applies to the entire cumulative amount paid by the Buyer (the amount of the initial purchase plus the top-up amount). The period for terminating the Agreement is still calculated from the day of receipt of payment for the initial purchase of the License and is not extended by the upgrade.

Upgrade of the License Package OUTSIDE the initial termination period: If the Buyer upgrades the License Package after the expiry of the initial 14-day termination period, a new, separate period of 14 (fourteen) days for unilateral termination begins for the top-up transaction.

Within this new period, the Buyer has the right to request a refund exclusively for the amount paid for the upgrade.

In such a case, the Agreement is not terminated in its entirety; instead, the Buyer's rights and obligations revert to the state corresponding to the License Package they held before the upgrade was made.

The initial payment for the originally purchased License is not refunded, as the termination period for it has expired.

Acknowledgment of understanding: By signing this Agreement, the Buyer expressly confirms that they are aware of and agree to the conditions, terms, and limitations of their right of unilateral termination as defined in this article.

ARTICLE 7.

Company's Obligations

Confirmation of purchase and acquisition of rights:

Immediately upon receipt of the full payment of the License price, the Company will issue and deliver to the Buyer via email an official confirmation of purchase (invoice). This act confirms that the Buyer has legally acquired all rights arising from the purchased License, including their place in the chronological order (FIFO) for future bonus distribution.

Enabling access to the user account:

The Company undertakes to provide the Buyer with access to their user account within the SFT21 Ecosystem after the official launch of the core SFT21 software (platform).

Development status and target timeframe:

The Buyer is expressly aware and agrees by signing this Agreement that the SFT21 Ecosystem is in the final stages of development. The Company will use commercially reasonable efforts to carry out the official launch of the core software and enable access to user accounts within a target period of 6 to 12 months from the conclusion of this phase of License sales. This deadline is a projection and may be subject to change due to unforeseen technical or business circumstances, about which the Company will timely inform the License Holders.

Use of funds and reporting:

The Company undertakes to use the funds raised from the sale of Licenses for the further development of the SFT21 Ecosystem, operational costs, and marketing activities. The Company will provide License Holders with a progress report on the project's development periodically (at least semi-annually).

Allocation of funds to the Bonus Distribution Fund:

After the SFT21 Ecosystem begins to generate Net Profit, the Company undertakes to allocate funds to the Bonus Distribution Fund in each accounting period in accordance with its business rules. These rules include, but are not limited to:

- a) A minimum of 50% (fifty percent) of the monthly Net Profit.
- b) 100% (one hundred percent) of the revenue generated by the "Ambassadorial Positions".
- c) 100% (one hundred percent) of the revenue generated by the "State Positions".

ARTICLE 8.

Buyer's Rights and Obligations

The Buyer is entitled to all rights arising from the purchased License, as defined in Article 2.

The main obligation of the Buyer is to pay the price of the License in accordance with Article 4.

The Buyer has no operational obligations towards the Company unless they voluntarily decide to activate the franchisee status by concluding an additional agreement.

ARTICLE 9.

Mechanism and Phases of Bonus Distribution

Bonus payments to License Holders depend exclusively on the commercial success of the SFT21 Ecosystem and the available funds in the Bonus Distribution Fund.

The distribution of funds from the Bonus Distribution Fund is carried out successively, in two separate phases, as follows:

a) Phase 1 – Payout up to the value of the License price:

The first payments the License Holder receives are allocated towards the amount defined as "Bonus Phase 1" in the table in Article 3. The goal of this phase is for the License Holder to receive potential payments equal to the price paid for the License. This phase is considered complete for the License Holder at the moment the sum of all received payments reaches the amount specified in the "Bonus Phase 1" column.

b) Phase 2 – Payout of the additional bonus:

Immediately upon completion of Phase 1, the License Holder automatically enters Phase 2. In this phase, they continue to receive payments allocated towards the amount defined as "Bonus Phase 2" in the table in Article 3. Payments in this phase continue until the "Maximum Total Bonus" is reached.

The right to participate in the bonus distribution completely ceases for the License Holder at the moment the sum of all paid bonuses (from Phase 1 and Phase 2) reaches the amount specified as the "Maximum Total Bonus" for their License Package.

Payments within each phase are made in the chronological order of License purchase (the "first in, first out" - FIFO principle).

The Company aims to begin the first bonus payments upon the launch of the SFT21 Business Concept, but the Buyer understands that this timeframe is a projection and may be subject to change depending on the dynamics of development and market conditions.

ARTICLE 10.

SFAlgorithm and the Right to Modify the Business Model

The Buyer is aware that the SFAlgorithm is a dynamic system whose rules and functionalities may be subject to change.

The Company expressly reserves the right to amend, supplement, or upgrade the rules of operation of the SFAlgorithm and other elements of the SFT21 Business Concept, for the purpose of business optimization, adaptation to market conditions, or the introduction of new functionalities.

The Company will timely inform the License Holders of all significant changes through official communication channels.

Article 11.

Risks and Disclaimer of Warranty

The Buyer expressly acknowledges and accepts that they are purchasing a license to participate in a digital ecosystem that is still partially under development.

The realization of any financial benefits, including Bonus Phase 1 (BF1) and Bonus Phase 2 (BP2), is not guaranteed. It is entirely dependent on the future commercial success of the SFT21 Ecosystem, which is subject to market, technological, and business risks.

The Company makes no warranties, express or implied, regarding the future profitability, success, or realization of any financial return for the Buyer.

By signing this Agreement, the Buyer confirms that the decision to purchase the License was made independently, voluntarily, and based on their own assessment and understanding of the project and its associated risks.

ARTICLE 12.

Referral Program and Referral Bonus

The License Holder has the optional right to recommend the purchase of SFT21 License Packages to third parties (hereinafter: **"Referred Buyers"**). Participation in the referral program is voluntary and creates no additional obligations for the License Holder.

In the event that a Referred Buyer successfully completes the purchase of any SFT21 License Package using the unique referral code of the License Holder, the License Holder is entitled to a one-time referral bonus (hereinafter: **"Bonus"**).

The amount of the Bonus is set at **10% (ten percent)** of the License price paid by the Referred Buyer.

The total cumulative amount of the Bonus that a single License Holder can earn under this program is limited to ten times (10x) the price of their own, initially purchased License Package.

Example: If a License Holder purchased a License Package for €500, the maximum total amount of Referral Bonus they can earn is €5,000. Any amount exceeding this limit will not be paid to the License Holder. The License Holder can increase their limit by purchasing additional or more valuable License Packages, with the limit being calculated based on the total price paid.

The earned Bonus will be credited to the License Holder's user account within the SFT21 Ecosystem. The credited Bonus amount is automatically allocated according to the following ratio:

- a) 50% (fifty percent) of the amount to the "Wallet".
- b) 50% (fifty percent) of the amount to the "Webshop Wallet".

Funds in the "Wallet" are freely available to the License Holder. The License Holder may withdraw them via available payment processors, use them to purchase products and services offered by the Company, or transfer them to another user's "Wallet" within the SFT21 Ecosystem.

Funds in the "Webshop Wallet" can be used exclusively for the purchase of products and services offered by business partners within the SFshop platform or can be transferred to another user's "Webshop Wallet". These funds are not withdrawable in cash.

The Company reserves the right to amend the terms of the Referral Program, about which it will timely inform the License Holders. All changes will apply prospectively, meaning they will not affect Bonuses earned before the date of the amendment.

Article 13.

Governing Law and Dispute Resolution

This Agreement shall be governed by and construed in accordance with the substantive law of Switzerland, excluding the application of the United Nations Convention on Contracts for the International Sale of Goods (CISG).

All disputes, controversies, or claims arising out of or in connection with this Agreement, including the breach, termination, or validity thereof, shall be finally settled by arbitration in accordance with the Swiss Rules of International Arbitration of the Swiss Arbitration Centre.

The number of arbitrators shall be one.

The seat of the arbitration shall be Zurich, Switzerland.

The language of the arbitral proceedings shall be English.

ARTICLE 14.

Confidentiality

The Parties undertake to keep confidential all information designated as confidential, as well as all business, technical, and financial information of the other party that they come across during the execution of this Agreement. The obligation of confidentiality shall survive the termination of this Agreement.

ARTICLE 15.

Personal Data Protection

The Buyer agrees that the Company may collect and process their personal data (name, address, contact details) for the purpose of executing this Agreement, maintaining a record of License Holders, and communication.

The Company undertakes to handle the Buyer's personal data in accordance with applicable data protection regulations (including GDPR where applicable) and its own Privacy Policy, which is available on the Company's official websites.

ARTICLE 16.

Entire Agreement

This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof. It supersedes all prior oral or written agreements, negotiations, and representations. Any amendments or additions to this Agreement shall be valid only if made in writing and signed by both Parties.

ARTICLE 17.

Force Majeure

Neither Party shall be held liable for any failure or delay in performing any of its obligations under this Agreement if such failure or delay is caused by events beyond that party's reasonable control ("Force Majeure"), including, but not limited to, an Act of God, war, terrorism, riot, pandemic, earthquake, fire, flood, or other natural disasters. The party affected by Force Majeure shall notify the other party of the occurrence and cessation of such circumstances as soon as reasonably possible.

ARTICLE 18.

Official Notices and Communication Channels

All notices, requests, and other official communications related to this Agreement (hereinafter: "Notices") must be in writing.

Communication channels and their application

- a) In the period from the signing of this Agreement until the activation of the Buyer's user account, the exclusive valid channel for official Notices is e-mail.
- b) After the activation of the Buyer's user account, the Parties may use e-mail or the internal support system "SFsupport", available through the user interface (SFoffice), as equal and valid channels for official Notices.

Time of delivery of notices

A Notice shall be deemed to have been validly delivered:

- a) If sent by e-mail, at the time it is sent to the correct email address specified for the Buyer in the introductory part of this Agreement.

b) If sent via the "SFsupport" system, at the moment the request is successfully submitted through the interface in SFOffice and the system generates an automatic confirmation with a unique number (ticket number).

Official addresses and contact points

For the Company:

E-mail: **legal@sft21.com**

Support System: **via the official interface within the platform (SFOffice).**

For the Buyer:

E-mail: The email address provided by the Buyer upon registration or signing of this Agreement.

Support System: via the Buyer's user account (SFsupport).

The Parties are obliged to notify each other without delay of any change to their email address for receiving official notices. The Company is not liable for the consequences if the Buyer does not receive a notice sent to the last known email address because the Buyer failed to inform the Company of its change.

ARTICLE 19.

Final Provisions

If any provision of this Agreement is found to be invalid or unenforceable, this will not affect the validity of the remaining provisions.

This Agreement is made in 2 (two) identical counterparts, one for each Party. The Parties may also conclude this Agreement by exchanging electronically signed counterparts.

By signing this Agreement, the Parties confirm that they have read it, understood it, and fully accept their rights and obligations.

FOR THE COMPANY:

SFT21 LLC

Mladen Pejic, Director

Zoran Lazarevic, Director

FOR THE BUYER:

Full Name / Name of Buyer
