

## **SFLICENSE PURCHASE AGREEMENT AND PARTICIPATION IN THE SFT21 BUSINESS MODEL**

### **The Parties:**

**SFT21, LLC** a company incorporated and existing under the laws of the State of Delaware, USA, under registration number **10368785**, 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: "Company"),

and

Full Name \_\_\_\_\_, TIN / Tax ID: \_\_\_\_\_,  
residing at: \_\_\_\_\_ street / house number / city / postcode / country \_\_\_\_\_,  
Identification Document (ID Card / Passport): \_\_\_\_\_,  
mobile: \_\_\_\_\_, email: \_\_\_\_\_, (hereinafter "Buyer"),  
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 License Packages defined by this Agreement.

c) By this Agreement, the Parties regulate the mutual rights and obligations arising from the sale and purchase of the SFlicense.

### **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).

#### **License Package (SFlicense)**

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.

## **SFlicense Holder**

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

## **User Account**

A unique digital record and management interface within the SFT21 system assigned to the License Holder. In the development phase prior to the official launch of the SFT21 Business Concept, the User Account occupies a position in the SFalgorithm in accordance with the priority rules and provisions defined in Article 11 of this Agreement. After the official launch of the SFT21 Business Concept, every newly opened User Account automatically occupies the first next available spot (position) within the SFalgorithm structure.

## **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 SFlicense Holders.

## **Bonus Phase 1 (BF1)**

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

## **Bonus Phase 2 (BP2)**

An additional amount of funds that a SFlicense 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 SFlicense Holder can earn from the Bonus Distribution Fund based on a single purchased SFlicense.

## **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 SFlicense Holder receives upon purchasing the SFlicense, which determine their initial position within the SFalgorithm.

## **SFcodes**

Digital tokens that the SFlicense Holder receives upon purchasing the SFlicense, 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. The order of positioning user accounts within the SFalgorithm depends on the number of SFpoints and the fulfillment of conditions defined in Article 11 of this Agreement.

## **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 SFlicense 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 SFlicense Holder and are defined exclusively by that Franchise Agreement.

## **Franchise Agreement**

A separate legal agreement that a SFlicense 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 SFlicense 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 SFlicense 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 SFlicense**

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

#### **Perpetual Rights Arising from the SFlicense**

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 SFstarter or SFfranchisee 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 SFlicense to a third party in accordance with the Company's procedures.

#### **Limited Right Arising from the SFlicense**

- 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 SFlicense Holder no longer participates in further bonus distribution based on this SFlicense but retains all their perpetual rights as listed in section 2 of this article.

## **ARTICLE 3.**

### **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:

<b>Package Name</b>	<b>SFlicense Price</b>	<b>Bonus Phase 1 (potential)</b>	<b>Bonus Phase 2 (potential)</b>	<b>Maximum Total Bonus (potential)</b>
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:** \_\_\_\_\_

**Total SFlicense Price:** \_\_\_\_\_ EUR

By signing this Agreement, the Buyer confirms their decision to purchase the specified SFlicense 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 SFlicense 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 SFlicense 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 Multiple User Accounts**

The standard rule within the SFalgorithm allows for a maximum of 5 (five) user accounts. However, the Company offers extended possibilities for acquiring additional user accounts to the SFlicense Holder, under the following conditions:

- a) A Buyer who purchases **License Package LP1**, with a value of **100 €** (one hundred Euros), acquires the right to open up to **2 (two)** user accounts in the SFalgorithm.
- b) A Buyer who purchases **License Package LP2**, with a value of **200 €** (two hundred Euros), acquires the right to open up to **3 (three)** user accounts in the SFalgorithm.
- c) A Buyer who purchases **License Package LP3**, with a value of **500 €** (five hundred Euros), acquires the right to open up to **4 (four)** user accounts in the SFalgorithm.

d) A Buyer who purchases **License Package LP4**, with a value of **1,000 €** (one thousand Euros), acquires the right to open up to **5 (five)** user accounts in the SFalgorithm.

e) A Buyer who purchases **License Package LP5**, with a value of **1,500 €** (one thousand five hundred Euros), acquires the right to open up to **6 (six)** user accounts in the SFalgorithm.

f) A Buyer who purchases **License Package LP6**, with a value of **2,100 €** (two thousand one hundred Euros), acquires the right to open up to **8 (eight)** user accounts in the SFalgorithm.

g) A Buyer who purchases **License Package LP7**, with a value of **5,000 €** (five thousand Euros) or greater, acquires the right to open up to **10 (ten)** user accounts in the SFalgorithm.

Additional user accounts from point 1. of this Article are acquired successively, after each fulfillment of the following activities:

a) Registration of every subsequent 21st (twenty-first) direct user with a purchased License or Starter Package; or

b) Expiration of the 21st (twenty-first) subscription period on an existing account.

Considering that to achieve the highest career status of SFTdiamond it is sufficient to have 3 (three) user accounts at the Diamond career status, a SFlicense Holder with multiple user accounts has the right to gift, donate, or sell any of their additional accounts to another natural or legal person. The transfer of account ownership must be carried out in accordance with the Company's internal rules on account ownership transfer, whereby the new owner must be a registered user of our Company with confirmed identity (KYC - Know Your Customer).

## **ARTICLE 6.**

### **Right to License Package Top-up**

a) The SFlicense Holder has the right, at any time, to top-up their existing License Package to any other License Package of higher value that the Company officially offers for sale at that moment.

b) This right to top-up exists exclusively while the Company is selling License Packages. The moment the Company officially discontinues the sale of License Packages to new buyers, the option for existing SFlicense Holders to top-up also ceases.

c) The top-up 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 top-up.

d) Upon completion of the top-up, this Agreement remains in force, and the SFlicense 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 package are replaced by the rights from the new package.

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

## **ARTICLE 7.**

### **Activation of SFstarter / SFfranchise Status and Benefits**

#### **a) Distinction between Passive and Active Participation:**

The SFlicense Holder primarily acquires the right to passive participation in bonus distribution (Bonus Phase 1, Bonus Phase 2, and Maximum Total Bonus), as detailed in Article 3 and Article 11 of this Agreement. These passive benefits remain in effect until the final payment of the Maximum Total Bonus, regardless of the active status of the SFlicense Holder. However, the SFlicense Holder has the right and opportunity to upgrade their status at any time from a passive member to an active participant – an SFstarter or an SFfranchise.

#### **b) Activation of SFstarter / SFfranchise Status ("Upgrade"):**

The SFlicense Holder may activate the SFstarter or SFfranchise status by clicking the corresponding button ("UPGRADE") in their SFured (user interface). By doing so, the SFlicense Holder expresses consent to active business cooperation and undertakes the work obligations defined in the provisions of a separate Franchise Agreement.

The categorization of active participants is as follows:

SFstarters: Holders of License Packages LP1 to LP4.

SFfranchises: Holders of License Packages LP5, LP6, and LP7.

#### **c) Benefits after Status Activation (Earning Limit, SFpoints, SFcodes):**

Upon activation of the SFstarter / SFfranchise status, the SFlicense Holder acquires the right to additional benefits directly related to active business operations:

**1. Earning Limit:** An initial Earning Limit is acquired as stated in the table in point 4 of this Article. This Earning Limit, in the capacity of an SFstarter / SFfranchise, can subsequently be increased up to a maximum of 2,100 € through regular subscription period payments. By further building career status through the registration of new SFfranchises, the Earning Limit can be increased up to a maximum of 100,000 €. Detailed conditions and mechanisms for increasing the Earning Limit are explained in the official presentation on the Company's portal pages and are defined by the provisions of the Franchise Agreement.

**2. SFpoints:** SFpoints are acquired, representing a key indicator of the SFlicense Holder's business and financial contribution to the SFT21 community. SFpoints can be personal (OB) or group (GB) points and determine the position of the SFlicense Holder's account during the initial filling of positions in the SFalgorithm, as well as upon each new SFreset. The initial number of SFpoints awarded after status activation is stated in the table in point 4 of this Article.

3. **SFcodes:** SFcodes are acquired, representing digital tokens ("tickets", "lottery tickets", "coupons") used for drawing prize winners in promotional games organized by the Company. The initial number of SFcodes awarded after status activation is stated in the table in point 4 of this Article, and can subsequently be increased through regular subscription period payments. Detailed conditions and mechanisms for acquiring and increasing SFcodes are explained in the official presentation on the Company's portal pages and are defined by the provisions of the Franchise Agreement.

**d) Overview of Benefits by License Package after SFstarter / SFfranchise Status Activation:**

LICENSE PACKAGE	EARNING LIMIT	SFPOINTS	SFCODES
LP1 (100 €)	200 €	200 SFb	4
LP2 (200 €)	400 €	400 SFb	8
LP3 (500 €)	1.000 €	1.000 SFb	13
LP4 (1.000 €)	2.000 €	2.000 SFb	18
LP5 (1.500 €)	2.100 €	3.000 SFb	21
LP6 (2.100 €)	2.100 €	4.200 SFb	21
LP7 (5.000 € or more)	2.100 €	10.000 SFb	21

**Note:** Details on increasing the Earning Limit beyond initial amounts (up to 100,000 €) and increasing SFcodes can be found in the Franchise Agreement and the Company's official presentation.

**e) Automatic Status Alignment after Cessation of License Package Offer:**

On the day of the official cessation of the Company's offer and sale of License Packages to new buyers, the Company will automatically align the status of existing SFlicense Holders, including active SFstarters / SFfranchises. This alignment will be carried out in accordance with the total cumulative amount of funds that SFlicense Holders have paid for the purchase and/or top-up of License Packages up to that date, and they will be assigned the corresponding benefits (including Earning Limit, SFpoints, SFcodes, and number of accounts) according to the table in point 4 of this Article, which will be considered their new base status for further business operations within the franchise model.

## ARTICLE 8.

### 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 SFlicense. 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: <[license@sft21.com](mailto:license@sft21.com)>.

**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 SFlicense. 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 SFlicense 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 SFlicense 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 SFlicense 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 9.

### NATURE OF RISK INVESTMENT, REFUND CONDITIONS AND STATUS OF BENEFITS

#### 1. Refund of Unspent Funds in Case of Insufficient Funding

In the event that, within a reasonable period not exceeding 12 (twelve) months from the effective date of this Agreement (or from the announced deadline for fundraising), the necessary financial resources for the completion of the initiated software and applications of the SFT21 ecosystem

cannot be raised, or if the project is funded through alternative sources before all collected funds are spent, the Company undertakes to refund exclusively that portion of the paid funds that has **not been spent** on operational and development costs.

## **2. Non-Refundability of Spent Funds and Risk Statement**

The Buyer is explicitly aware and agrees that funds collected from the sale of Licenses are used continuously for the ongoing needs of project realization, which includes, but is not limited to: company registration and administration, legal costs, website and application development, server payments, programming services, marketing activities and other operating costs.

Consequently, the Buyer accepts that the purchase of a License in this development phase constitutes a risk investment. The Company cannot and must not guarantee the successful completion of software development within the set deadlines, nor the refund of funds that have already been legitimately spent for the purpose of project realization. Therefore, License Holders whose funds have been spent are not entitled to a monetary refund.

## **3. Notification on Funds Status:**

In the event of the circumstances described in point 1 of this Article occurring, the Company shall inform License Holders about the status of their paid funds, specifically whether they have been spent on development or are subject to a refund.

## **4. Status of Benefits and Compensation:**

In order to protect the interests of all participants, the following rules regarding the retention of rights apply:

a) **Holders whose funds are refunded (Unspent funds):** Holders to whom a refund has been made, as a reward for loyalty and good faith, retain certain non-financial benefits: the right to the number of user accounts (Article 5), retention of SFpoints, SFcodes, and any acquired "VIP" status. However, since their principal has been returned, they lose the right to monetary bonus payments (Bonus Phase 1 and Bonus Phase 2).

b) **Holders whose funds have been spent (No refund):** Holders whose funds have been spent on development and for whom a refund is not possible, retain all benefits defined by this Agreement in full scope. This includes all rights to future financial bonuses, number of accounts, SFpoints, SFcodes, and "VIP" status, thereby valorizing their non-refundable contribution to the development of the SFT21 ecosystem.

# **ARTICLE 10.**

## **Company's Obligations**

### **Confirmation of purchase and acquisition of rights**

Immediately upon receipt of the full payment of the SFlicense 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 SFlicense, 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 SFlicense 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 SFlicense Holders.

## **Use of funds and reporting**

The Company undertakes to use the funds raised from the sale of SFlicenses for the further development of the SFT21 Ecosystem, operational costs, and marketing activities. The Company will provide SFlicense 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 11.**

### **Rights and obligations of the buyer and positioning in the SFalgorithm**

#### **1. General Rights**

The Buyer is entitled to all rights arising from the purchased License, as defined in Article 2 and other provisions of this Agreement.

#### **2. Payment Obligation**

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

#### **3. Participation in Pre-launch Marketing Campaigns**

During the License Package sales period, i.e., in the period prior to the official commencement of the first filling of the SFalgorithm, the License Holder has the option, but not the obligation, to participate in the Company's marketing campaigns.

Marketing campaigns include, but are not limited to, sharing, liking, and commenting on the Company's video materials and other informational and marketing content on social networks (primarily Facebook and LinkedIn).

#### **4. Impact of Marketing Activities on Positioning (First and Second Filling)**

The position of the License Holder within the SFalgorithm depends on their engagement in the aforementioned marketing campaigns:

- a) **First Filling (Priority/Locked Position):** A License Holder who, within the specified period, duly performs **every** requested sharing of video and informational-marketing material published on the Company's official channels, acquires the right of priority in positioning. Their account will occupy a "locked position" during the first filling of the SFalgorithm, and the exact position within that first round is determined in descending order according to the number of their SFpoints. Exceptionally, the locked position acquired in this manner is not absolute; a User Account located in a locked position may be displaced by a user who achieves the DIAMOND career status, in accordance with the priority rules of career statuses within the SFalgorithm.
- b) **Second Filling:** A License Holder who decides not to participate in marketing campaigns during the specified period, or one who participates but fails to perform **all** requested actions (i.e., misses one or more of them), loses the right to priority positioning. Their account will occupy a position in the SFalgorithm subsequently, during the second filling thereof, regardless of the number of SFpoints they possess relative to the group from the first filling.

#### **5. Status of Operational Obligations:**

Apart from the aforementioned optional possibility affecting positioning, and the obligation to pay the price, the Buyer has no other operational obligations towards the Company, unless they voluntarily decide to activate the status of an SFstarter or SFfranchise in accordance with Article 7 of this Agreement.

## **ARTICLE 12.**

### **Mechanism and Phases of Bonus Distribution**

Bonus payments to SFlicense 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 SFlicense price:**

The first payments the SFlicense 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 SFlicense Holder to receive potential payments equal to the price paid for the SFlicense. This phase is considered complete for the SFlicense 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 SFlicense 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 SFlicense 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 SFlicense 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 13.**

### **SFalgorithm and the Right to Modify the Business Model**

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

The Company expressly reserves the right to modify, amend, or upgrade the operational rules of the SFalgorithm and other elements of the SFT21 Business Concept, for the purpose of optimizing operations, adapting to market conditions, or introducing new functionalities.

### **Special Conditions for SFalgorithm Positioning Before First Filling**

**a) Option to Participate in Marketing Activities:**

During the period of License Package sales, i.e., before the first filling of the SFalgorithm and taking positions within it, the License Holder has the option, but not the obligation, to participate in the Company's marketing activities. These activities include sharing, liking, and commenting on the Company's video and other informational-marketing material on social networks, primarily Facebook and LinkedIn.

**b) Acquisition of a Locked Position:**

A License Holder who, during the specified period, performs every sharing of video and informational-marketing material published on the mentioned networks, acquires the right to take a locked position during **the first filling of the SFalgorithm**, according to the number of SFpoints they possess. A locked position ensures priority positioning within the SFalgorithm.

**c) Positioning in the Second Round:**

A License Holder who, during the specified period, decides not to participate in marketing activities or does not perform ALL of them as defined in point 3b), will take a position in the SFalgorithm during **the second filling of the same**.

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

## Article 14.

### Risks and Disclaimer of Warranty

The Buyer expressly acknowledges and accepts that they are purchasing a SFlicense 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 SFlicense was made independently, voluntarily, and based on their own assessment and understanding of the project and its associated risks.

## ARTICLE 15.

### Referral Program and Referral Bonus

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

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

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

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

*Example: If a SFlicense 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 SFlicense Holder. The SFlicense 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 SFlicense 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 SFlicense Holder. The SFlicense 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 SFlicense Holders. All changes will apply prospectively, meaning they will not affect Bonuses earned before the date of the amendment.

## **ARTICLE 16.**

### **"FAST START" Program and "VIP" Status**

Conditions for acquiring "VIP" status and additional SFpoints:

**A SFlicense Holder of License Package LP5, LP6, or LP7, who, within the first 30 (thirty) days from the date of payment for their first License Package, registers at least 2 (two) new buyers of License Package LP5, LP6, or LP7, acquires the status of a "VIP" member of the Company.**

In addition to all benefits associated with "VIP" status, the SFlicense Holder also receives a one-time bonus of **2,100** (two thousand one hundred) **SFpoints**.

#### **Additional SFpoints for subsequent registrations**

For each additional new buyer of License Package LP5, LP6, or LP7, registered within the same 30 (thirty) day period (after the conditions in point 1. of this Article have been met), the SFlicense Holder receives an additional 1,000 (one thousand) SFpoints.

#### **Example of SFpoints calculation for "Fast Start"**

By purchasing License Package LP6 (value 2,100 €), the Buyer receives 4,200 SFpoints (double the value of the License Package).

By registering two new License Package buyers, one with LP5 (value 1,500 €) and the other with LP6 (value 2,100 €), the SFlicense Holder receives additional points equal to 50% of the value of each of their License Packages. This amounts to  $(50\% \text{ of } 1,500 \text{ €}) + (50\% \text{ of } 2,100 \text{ €}) = 750 \text{ SFpoints} + 1,050 \text{ SFpoints} = 1,800 \text{ SFpoints}$ .

The total number of group points (initial points + points from registrations) in this case would be  $4,200 \text{ SFpoints} + 1,800 \text{ SFpoints} = 6,000 \text{ SFpoints}$ .

If the SFlicense Holder fulfills these conditions within the first 30 (thirty) days from the date of payment for their first License Package, they receive an additional 2,100 SFpoints for the "Fast Start". The total number of SFpoints would then be  $6,000 \text{ SFpoints} + 2,100 \text{ SFpoints} = 8,100 \text{ SFpoints}$ .

For each additional registered buyer of License Package LP5, LP6, or LP7 in that 30 (thirty) day period, the SFlicense Holder receives 50% of the value of their payment (as before) plus an additional 1,000 SFpoints according to point 2. of this Article.

### **Start of the “Fast Start” period**

The 30-day period for qualifying for the “Fast Start” benefits begins on the day of payment for the first License Package. If the SFlicense Holder subsequently upgraded their License Package, this period is neither extended nor restarted.

**Company's right to modify:** The Company reserves the right to modify the terms and benefits of the “Fast Start” Program, about which it will timely inform SFlicense Holders through official communication channels. All changes will apply prospectively, meaning they will not affect rights acquired before the date of modification.

## **Article 17.**

### **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 18.**

### **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 19.**

### **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 SFlicense 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 20.**

### **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 21.**

### **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 22.**

### **Official Notices and Communication Channels**

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

#### **Obligation to Join the Primary Communication Channel in the Pre-Launch Phase**

Given that the Company is currently in a development phase, and up until the public launch of the Company's social network SFnet and the creation of the official SFteam group within it, the Company's primary communication channel with members is the Facebook group "**SFteam (SFT21)**".

It is the License Holder's obligation to join the aforementioned group (access via link: < <https://www.facebook.com/groups/sft21.sfteam> >) to be timely informed about all important notices, news, and activities of the Company.

#### **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 (SOffice), 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 SOffice and the system generates an automatic confirmation with a unique number (ticket number).

### **Official addresses and contact points**

For the Company:

E-mail: <[license@sft21.com](mailto:license@sft21.com)>, <[support@sft21.com](mailto:support@sft21.com)>

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

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 23.**

### **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

Signature

SAMPLE