

Below is a draft of a **Simple Agreement for Future Tokens (SAFT)** tailored for the **Treasure Chess Token (\$TCT)**. This is a sample document designed for informational purposes only and should not be considered legal advice.

SIMPLE AGREEMENT FOR FUTURE TOKENS (SAFT)

Treasure Chess Token (\$TCT)

Effective Date: [Insert Date]

Issuer: Treasure Chess Labs, LLC (the "Company"),

Investor: [Insert Investor Name] (the "Investor")

Purchase Amount: \$/£/€ [Insert Amount]

Token Allocation: [Insert Number] \$TCT tokens

RECITALS

WHEREAS, the Company is developing a blockchain-based platform integrating chess gameplay with tokenized rewards (the "Platform");

WHEREAS, the Company intends to issue the Treasure Chess Token (\$TCT), a digital asset to be used within the Platform;

WHEREAS, the Investor wishes to provide funding to the Company in exchange for the right to receive \$TCT tokens upon the occurrence of certain events as outlined herein;

WHEREAS, this SAFT is intended to comply with applicable securities laws and is offered only to accredited investors as defined under Rule 501(a) of Regulation D of the U.S. Securities Act of 1933, as amended (the "Securities Act").

NOW, THEREFORE, in consideration of the mutual promises herein, the parties agree as follows:

1. Definitions

1.1 **"\$TCT Token"** means the Treasure Chess Token, an ERC-20 standard fungible token issued on the Ethereum blockchain, designed for use within the Platform. The \$TCT token does not represent equity ownership or voting rights in the Company unless otherwise specified.

1.2 **"Token Generation Event (TGE)"** means the date on which the \$TCT tokens are first issued and distributed to holders following the successful deployment of the Platform's smart contract.

1.3 **"Purchase Amount"** means the amount paid by the Investor to the Company, as specified above.

1.4 **"Dissolution Event"** means (a) a voluntary termination of operations by the

Company; (b) a general assignment for the benefit of the Company's creditors; or (c) any other liquidation, dissolution, or winding up of the Company, excluding a change of ownership or control.

1.5 "**Milestone**" means the successful completion of the Platform's mainnet launch and the TGE, as determined by the Company in its sole discretion.

2. SAFT Terms

2.1 **Right to Tokens.** In exchange for the Purchase Amount, the Company hereby grants the Investor the right to receive [Insert Number] \$TCT tokens upon the occurrence of the TGE, subject to the terms of this SAFT.

2.2 **Payment.** The Investor shall deliver the Purchase Amount to the Company via wire or cryptocurrency transfer to the account specified in **Appendix A & B** concurrently with the execution of this SAFT.

2.3 **Token Delivery.** Upon satisfaction of the Milestone, the Company shall deliver the \$TCT tokens relative to the rate of the eligible Token Class to the Investor's designated Ethereum wallet address within thirty (30) days of the TGE. The Investor must provide a valid wallet address at least ten (10) days prior to the anticipated TGE date.

2.4 **Vesting Schedule (Optional).** The \$TCT tokens may be subject to a vesting schedule as follows: [e.g., 25% released at TGE, with the remaining 75% released monthly over 12 months]. The Company reserves the right to adjust the vesting schedule at its discretion, with notice to the Investor.

2.5 **Discount Rate (Optional).** The Investor shall receive \$TCT tokens at a [Insert Percentage, e.g., 20%] discount from the price offered to the public during the TGE, if applicable.

3. Events

3.1 **Token Generation Event.** If the Company achieves the Milestone, the Investor's right to receive \$TCT tokens shall vest, and the tokens shall be delivered as described in Section 2.3.

3.2 **Dissolution Event.** If a Dissolution Event occurs prior to the TGE, the Company shall return the Purchase Amount to the Investor, subject to available funds after satisfaction of creditor claims, and this SAFT shall terminate.

3.3 **Failure to Achieve Milestone.** If the Company determines, in its sole discretion, that the Milestone cannot be achieved within [Insert Timeframe, e.g., 24 months] from the Effective Date, the Company may terminate this SAFT and refund the Purchase Amount to the Investor, terminating all obligations hereunder.

4. Representations and Warranties

4.1 Company Representations.

- (a) The Company is duly organized and validly existing under the laws of [Insert Jurisdiction].
- (b) This SAFT is a valid and binding obligation of the Company, enforceable in accordance with its terms, subject to applicable bankruptcy and insolvency laws.
- (c) The Company will use the Purchase Amount to develop the Platform and issue \$TCT tokens.

4.2 Investor Representations.

- (a) The Investor is an accredited investor as defined under Rule 501(a) of Regulation D of the Securities Act.
 - (b) The Investor has sufficient knowledge and experience to evaluate the risks of this investment.
 - (c) The Investor acknowledges that this SAFT involves a high degree of risk and that the Investor may lose the entire Purchase Amount.
 - (d) The Investor is not a resident of a jurisdiction where participation in this SAFT is prohibited.
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5. Miscellaneous

5.1 Securities Law Compliance. This SAFT has not been registered under the Securities Act and may not be offered, sold, or transferred without the Company's written consent.

5.2 Governing Law. This SAFT shall be governed by and construed in accordance with the laws of [Insert Jurisdiction, e.g., Delaware], without regard to conflict of law principles.

5.3 Entire Agreement. This SAFT constitutes the entire agreement between the parties and supersedes all prior agreements or understandings.

5.4 Amendments. This SAFT may only be amended in writing signed by both parties.

5.5 Notices. All notices shall be sent to the addresses provided by the parties in writing.

SIGNATURES

Treasure Chess Labs, LLC

By: _____

Name: Marcus Morley-Jones

Title: Chief Executive Officer

Date: [Insert Date]

Investor

By: _____

Name: [Insert Investor Name]

Date: [Insert Date]

APPENDIX A: Wire Transfer Instructions

UK Transfer

Bank Name: Revolut LTD

Account Name: Treasure Chess Labs LLC

Account Number: 90317718

Sort Code: 04-00-75

International Transfer

IBAN: GB89 REVO 0099 7052 2855 48

SWIFT Code: REVOGB21

BIC: CHASGB2L

APPENDIX B: Cryptocurrency Address

ERC-20: 0x101be255D43F32e3d57195AF0220f3E512d3f1B5

Bitcoin: bc1qpufdwymjw9sp8h847hx225xdp6uykg4nmpdpjd

Solana: 2t6X1FJRbeUbq5tg4M1hRU29nfMWSzLNoxBFWAWkV1U3

Notes for Customization

1. **Token Amount and Purchase Price:** Replace placeholders with specific numbers based on your tokenomics (e.g., total \$TCT supply, price per token).
 2. **Vesting/Discount:** Include or remove vesting and discount terms based on your fundraising strategy.
 3. **Jurisdiction:** Adjust the governing law and company jurisdiction as needed.
 4. **Milestone Definition:** Define the Milestone clearly to avoid ambiguity (e.g., specific technical or business goals).
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