



SIMPLE AGREEMENT FOR FUTURE TOKENS (SAFT)

Funding Round 1.0 - 15th of May 2024

support@clutch.app

THE OFFER AND SALE OF THIS SECURITY INSTRUMENT HAS NOT BEEN REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED (THE “**SECURITIES ACT**”), OR UNDER THE SECURITIES LAWS OF CERTAIN STATES. THIS SECURITY MAY NOT BE OFFERED, SOLD OR OTHERWISE TRANSFERRED, PLEDGED OR HYPOTHECATED EXCEPT AS PERMITTED UNDER THE ACT AND APPLICABLE STATE SECURITIES LAWS PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT OR AN EXEMPTION THEREFROM.

SIMPLE AGREEMENT FOR FUTURE TOKENS (SAFT)

ISSUED BY

CLUTCH B.V. COMPANY

For

“CLUTCH TOKENS”

THIS SIMPLE AGREEMENT FOR FUTURE TOKENS (this “**SAFT**”), effective as of the last date on the signature page (the “Closing Date”), certifies that in exchange for the payment by **Michael Burgess** (the “**Purchaser**”) of **\$150,000 USD** (the “Purchase Amount”), **Clutch B.V. Company**, a company incorporated under the laws of the Country of Curaçao (the “**Company**”) shall issue to the Purchaser in connection with the offering (the “SAFT Offering”), the right to receive **Clutch Tokens** to be issued in the future by the Company (“Tokens”) in the number set forth on the chart below, subject to the terms set under this agreement.

BACKGROUND

This SAFT outlines the terms governing the retail pre-sale round, by Clutch, of tokens created on the Solana blockchain technology titled “Clutch” that are intended to be used on the Clutch platform for fee settlement. Before purchasing Clutch tokens please carefully read this Agreement. This Agreement governs the rights enjoyed by and the obligations imposed on Purchaser and the Company, and regulate the relationship between Purchaser and the Company. If Purchaser does not agree with the provisions contained in this Agreement, Purchaser must not purchase Clutch tokens.

RISK STATEMENT

PURCHASING AND TRADING OF VIRTUAL ASSETS INVOLVE SIGNIFICANT RISK DUE TO HIGH VOLATILITY. THE VALUE OF VIRTUAL ASSETS MIGHT INCREASE AND DECREASE SIGNIFICANTLY IN A SHORT PERIOD OF TIME. THE VALUE OF VIRTUAL ASSETS MAY BE INFLUENCED BY VARIOUS UNPREDICTABLE FACTORS, SUCH AS, BUT NOT LIMITED TO: CHANGES IN THE GLOBAL ECONOMY CAUSED BY THE PANDEMIC, LOSS OF CONFIDENCE IN VIRTUAL CURRENCIES, DEVELOPMENT OF NEW INFORMATION TECHNOLOGIES, DECISIONS MADE BY POLICY-MAKERS, POLITICAL STATEMENTS, AND HACKER ATTACKS. THE COMPANY MAKES NO REPRESENTATION AS TO THE REVENUES, PROFITS, FORECASTED FINANCIAL PERFORMANCE AND STABILITY OF THE TOKENS. YOU ARE AWARE OF THE VOLATILE NATURE OF THE CRYPTOCURRENCY AND TOKEN MARKET AND YOU AGREE THAT THIS AGREEMENT IS IN NO WAY AN OFFER TO INVEST, INVESTMENT ADVICE OR INVESTMENT GUIDANCE.

CLUTCH TOKEN TRANSACTION DETAILS

Aggregate Purchase Amount		USD \$ 150,000					
Purchase Price Per Token		USD \$0.0007					
Number of Tokens issued to Purchaser \$CLUTCH		214,285,714					
Round, Delivery and Vesting Schedule:							
Stage	Allocation	Tokens (MM)	Listing Release	Cliff	Vesting (Months)	Linear Daily Release	Total Monthly
Seed	10.0 %	800	6.0 %	0	18	0.136 %	4.08 %
Delivery Date:							
Lock-in Period & Release		Will begin on the Token Genesis Event (TGE) date					
Token Genesis Event Date/ Launch Date		TBA					

- **Transaction:** This Agreement concerns a private sale and purchase of a cryptocurrency known as the CLUTCH tokens that are developed by Seller (the "Transaction"). The CLUTCH tokens are generated and will be transferred to the Purchaser upon the end of the lockup period with a specific vesting schedule.
- **Target Proceeds:** The Purchaser acknowledges that the Seller will enter into agreements with multiple purchasers of the Clutch tokens (together with the "Agreements"). The target proceeds of all round-one sales of rights under the Agreements shall be USD \$560,000 (subject to change at Seller's discretion).
- **Tax Treatment:** The parties are solely responsible for their own tax treatment. Under no circumstances shall the seller be responsible for the purchaser's tax treatment of this agreement, the Clutch token or any other related agreements.

- **Information rights:** The seller shall seek to issue progress reports every third month on the general status of its development activities for the clutch platform.

1. EVENTS

- **(a) Token Genesis Event (TGE).** If there is a Token Genesis Event before the expiration or termination of this instrument, the Company will issue to the Purchaser 100% of the total purchased token on the Token Genesis Event. In connection with and prior to the issuance of Tokens by the Company to the Purchaser pursuant to this Section 1(a):
 - The Purchaser will, at the request of the Company, execute and deliver to the Company any and all other transaction documents related to this SAFT and the applicable securities laws; and
 - The Purchaser will provide to the Company a network address/ wallet address for which to allocate Purchaser's Tokens upon the Token Genesis Event.
- **(b) Dissolution Event.** If there is a Dissolution Event before this instrument expires or terminates, the Company will pay an amount equal to the Purchase Amount paid by purchaser (the "Returned Purchase Amount"), due and payable to the Purchaser immediately prior to, or concurrent with, the consummation of the Dissolution Event. If immediately prior to the consummation of the Dissolution Event, the assets of the Company that remain legally available for distribution to the Purchaser and all holders of all other SAFTs (the "Dissolving Purchasers"), as determined in good faith by the Company's board of directors, are insufficient to permit the payment to the Dissolving Purchasers of their respective Returned Purchase Amounts, then the remaining assets of the Company legally available for distribution will be distributed with equal priority and pro rata among the Dissolving Purchasers in proportion to the Returned Purchase Amounts they would otherwise be entitled to receive pursuant to this Section 1(b). Any distributed amounts shall be in U.S. Dollars.
- **Termination.** This instrument will expire and terminate upon the earlier of
 - the issuance of 100% Tokens to the Purchaser pursuant to Section 1(a);
 - the payment, or setting aside for payment, of amounts due the Purchaser pursuant to Section 1(b);
 - one (1) year from the Token Genesis Event, if the Token Genesis Event has not occurred as of such date; provided that, the Company shall have the right to extend the Deadline Date by one (1) year, in its sole discretion, and
 - the Company's failure to obtain gross proceeds of more than \$500,000 in the aggregate from both (x) the sale of all rights pursuant to the SAFTs prior to the Public Sale and (y) the sale of Tokens within fifteen (15) days of the event.

In the case of (iii) and (iv) above, the Company shall have the obligation to repay to the Purchasers the aggregate amount of all Purchase Amounts if such termination events occur.

2. DEFINITIONS

- **“Token Genesis Event”** means a bona fide transaction or series of transactions, pursuant to which the Company will distribute the Tokens to the general public.
- **“Dissolution Event”** means (i) a voluntary termination of operations of the Company, (ii) a general assignment for the benefit of the Company’s creditors or (iii) any other liquidation, dissolution or winding up of the Company, whether voluntary or involuntary.
- **“Governmental Authority”** means any (a) nation, state, commonwealth, province, territory, county, municipality, district or other jurisdiction of any nature; (b) federal, state, local, municipal, foreign or other government; or (c) governmental or quasigovernmental authority of any nature (including any governmental division, department, agency, commission, instrumentality, official, organization, unit, body or entity and any court or other tribunal).
- **“Law”** means any federal, state, local, municipal, foreign or other law, statute, constitution, principle of common law, resolution, ordinance, code, edict, decree, rule, regulation, ruling or requirement issued, enacted, adopted, promulgated, implemented or otherwise put into effect by or under the authority of any Governmental Authority.
- **“SAFT”** means an agreement containing a future right to units of Tokens purchased by Purchasers, similar in form and content to this agreement, in which a significant portion of the amount raised under the SAFTs may be used to fund the Company’s development of a decentralized application running on the blockchain.
- **“Total Tokens”** means to total number of Tokens that the Purchaser is entitled to pursuant to this SAFT, which is an amount equal to a number of units of the Token equal to the Purchase Amount divided by the Purchase Price per token.

3. COMPANY REPRESENTATIONS

- The Company is a corporation for profit duly organized, validly existing and in good standing under the laws of the Country of Curaçao, and has the power and authority to own, lease and operate its properties and carry on its business as now conducted.
- The execution, delivery and performance by the Company of this instrument is within the power of the Company and, other than with respect to the actions to be

taken when Tokens are to be issued to the Purchaser, has been duly authorized by all necessary actions on the part of the Company. This instrument constitutes a legal, valid and binding obligation of the Company, enforceable against the Company in accordance with its terms, except as limited by bankruptcy, insolvency or other laws of general application relating to or affecting the enforcement of creditors' rights generally and general principles of equity. To the knowledge of the Company, it is not in violation of (i) its current articles or bylaws, (ii) any material statute, rule or regulation applicable to the Company, or (iii) any material indenture or contract to which the Company is a party or by which it is bound, where, in each case, such violation or default, individually, or together with all such violations or defaults, could reasonably be expected to have a material adverse effect on the Company.

- To the knowledge of the Company, the performance and consummation of the transactions contemplated by this instrument do not and will not: (i) violate any material judgment, statute, rule or regulation applicable to the Company; (ii) result in the acceleration of any material indenture or contract to which the Company is a party or by which it is bound; or (iii) result in the creation or imposition of any lien upon any property, asset or revenue of the Company or the suspension, forfeiture, or nonrenewal of any material permit, license or authorization applicable to the Company, its business or operations.
- No consents or approvals are required in connection with the performance of this instrument, other than (i) the Company's corporate approvals; and (ii) any required filings under applicable securities laws.
- The Company currently has no plans to issue more than 2000 MM \$CLUTCH token [i.e. 25% of Total Supply Token; 8,000.0 MM \$CLUTCH] in the aggregate pursuant to either the sale of the rights under the SAFTs or the Tokens that will be issued to the public on or after Token Genesis Event.

4. PURCHASER REPRESENTATIONS

- The Purchaser has full legal capacity, power and authority to execute and deliver this instrument and to perform its obligations hereunder. This instrument constitutes a valid and binding obligation of the Purchaser, enforceable in accordance with its terms, except as limited by bankruptcy, insolvency or other laws of general application relating to or affecting the enforcement of creditors' rights generally and general principles of equity.
- The Purchaser has been advised that this instrument is a security and that the offers and sales of this instrument have not been registered under any country's securities laws and, therefore, cannot be resold except in compliance with the applicable country's laws. The Purchaser is purchasing this instrument for its own account for investment, not as a nominee or agent, and not with a view to, or for resale in connection with, the distribution thereof, and the Purchaser has no present intention of selling, granting any participation in, or otherwise distributing

the same. The Purchaser has such knowledge and experience in financial and business matters that the Purchaser is capable of evaluating the merits and risks of such investment, is able to incur a complete loss of such investment without impairing the Purchaser's financial condition and is able to bear the economic risk of such investment for an indefinite period of time.

- The Purchaser has sufficient knowledge, understanding, and experience, either independently or together with his, her or its purchaser representative(s), in financial and business matters, and of the functionality, usage, storage, transmission mechanisms, and other material characteristics of cryptographic tokens, token wallets and other token storage mechanisms, public and private key management, blockchain technology, and blockchain-based software systems, to understand the terms of this Agreement and such knowledge, understanding, and experience enable the Purchaser to evaluate the merits and risks of purchasing the Tokens.
- The Purchaser (i) is able to bear the economic cost of holding the SAFT for an indefinite period of time; (ii) has adequate means of providing for his, her, or its current needs and possible personal contingencies even in the event that the SAFT loses all of its value; and (iii) has no need for liquidity of the SAFT. The Purchaser's purchase of the SAFT is consistent with the objectives and cash flow requirements of the Purchaser and will not adversely affect the Purchaser's overall need for diversification and liquidity.
- The Purchaser is solely responsible for reviewing, understanding and considering the risks above and any additional risks, including without limitation those described in the offering materials. The Company's operations, financial condition, and results of operations could be materially and adversely affected by any one or more of those risk factors, as could the underlying value of each Purchaser's SAFT, which may lead to the SAFT losing all value.
- The Purchaser represents, agrees and warrants that no payment or other transfer of value to the Company and no payment or other transfer of value to the Purchaser shall cause a violation of anti-money laundering, anti-bribery or any anti-boycott laws or regulations.

5. PROCEDURES FOR PURCHASE OF RIGHTS AND VALUATION OF PURCHASE AMOUNT.

- The Company will accept payment for the Right purchased under this SAFT in **USDT** and **USDC** stablecoins (**Solana** or **Ethereum**). Purchaser shall make the required payment to the Company in consideration for Purchaser's purchase of the Right pursuant to the SAFT in the manner communicated by the Company.
- For purposes of this instrument, the value of the Purchase Amount shall be deemed in U.S. Dollars whether the Purchaser pays in USDT or USDC, valued at the Applicable Exchange Rate for USDT or USDC. The term "Applicable

Exchange Rate” shall mean the volume-weighted average daily price of USDT or USDC in the 24-hour period preceding the Effective Date.

6. REGULATORY ISSUES

The SAFT is not legal tender and is not backed by the government. The Purchaser acknowledges and understands that the SAFT is not registered with the Securities Exchange, and that the Company is not registered or licensed with any regulator as an investment adviser, broker-dealer, money services business, money transmitter, or virtual currency business. As a result, the Purchaser will not be afforded the full set of protections provided to the clients and customers of such entities under the Securities and any similar laws.

7. ENTIRE AGREEMENT

This instrument sets forth the entire agreement and understanding of the parties relating to the subject matter herein and supersedes all prior or contemporaneous disclosures, discussions, understandings and agreements, whether oral or written, between them. This instrument is one of a series of similar instruments entered into by the Company from time to time. Any provision of this instrument may be amended, waived or modified only upon the written consent of the Company and the holders of a majority, in the aggregate, of the Purchase Amounts paid to the Company with respect to all SAFTs outstanding at the time of such amendment, waiver or modification.

8. NOTICE

Any notice required or permitted by this instrument will be deemed sufficient when sent by email to the relevant address listed on the signature page, as subsequently modified by written notice received by the appropriate party.

9. DIVIDEND

While the Purchaser is not recognized as a capital stockholder of the Company and therefore does not have voting rights, the right to elect directors, or any rights typically associated with stockholders such as attending meetings or receiving subscription rights, they are entitled to receive dividends. Specifically, the Purchaser will receive dividends equal to 5% of the Company’s quarterly profits, continuing until the full vesting period of 18 months is completed.

10. NO GUARANTEES

Neither the Company nor anyone on its behalf has made any representations (whether written or oral) to the Purchaser regarding the future value of the SAFT or the future value of the Tokens.

11. INTELLECTUAL PROPERTY

Company retains all current and future rights, title and interest in all of Company’s intellectual property, including, without limitation, inventions, ideas, concepts, code, discoveries, processes, marks, methods, software, compositions, formulae, techniques, information and data, whether or not patentable, copyrightable or protectable in trademark, and any trademarks, copyright or patents based thereon. Purchaser may not

use any of Company's intellectual property for any reason without Company's prior written consent.

12. LIMITATION OF LIABILITY

To the fullest extent permitted by applicable law: (i) in no event will the Company be liable for any indirect, special, incidental, consequential, or exemplary damages of any kind (including, but not limited to, where related to loss of revenue, income or profits, loss of use or data, or damages for business interruption) arising out of or in any way related to the sale of the SAFT or otherwise related to these terms, regardless of the form of action, whether based in contract, tort (including, but not limited to, simple negligence, whether active, passive or imputed), or any other legal or equitable theory (even if the party has been advised of the possibility of such damages and regardless of whether such damages were foreseeable); and (ii) in no event will the aggregate liability of the company and the sponsoring parties (jointly), whether in contract, warranty, tort (including negligence, whether active, passive or imputed), or other theory, arising out of or relating to these terms exceed the amount purchaser pays to the company for the SAFT.

13. ASSIGNMENT

Neither this instrument nor the rights contained herein may be assigned, by operation of law or otherwise, by either party without the prior written consent of the other; provided, however, that this instrument and/or the rights contained herein may be assigned without the Company's consent by the Purchaser to any other entity who directly or indirectly, controls, is controlled by or is under common control with the Purchaser, including, without limitation, any general partner, managing member, officer or director of the Purchaser, or any venture capital fund now or hereafter existing which is controlled by one or more general partners or managing members of, or shares the same management company with, the Purchaser; and provided, further, that the Company may assign this instrument in whole, without the consent of the Purchaser, in connection with a reincorporation to change the Company's domicile.

14. SEVERABILITY

In the event any one or more of the provisions of this instrument is for any reason held to be invalid, illegal or unenforceable, in whole or in part or in any respect, or in the event that any one or more of the provisions of this instrument operate or would prospectively operate to invalidate this instrument, then and in any such event, such provision(s) only will be deemed null and void and will not affect any other provision of this instrument and the remaining provisions of this instrument will remain operative and in full force and effect and will not be affected, prejudiced, or disturbed thereby.

15. GOVERNING LAW AND JURISDICTION; TAX TREATMENT

All rights and obligations hereunder will be governed by the laws of the Country of Curaçao, without regard to the conflicts of law provisions of such jurisdiction. Each of the Company and the Purchaser agree to treat this instrument as a forward contract for tax purposes, and will not take any position on any tax return, report, statement or other tax document that is inconsistent with such treatment unless

otherwise required by a change in law occurring after the date hereof, a closing agreement with an applicable tax authority or a final non-appealable judgment of a court of competent jurisdiction.

16. ADDITIONAL DOCUMENTS & FORCE MAJEURE

The Purchaser shall, and shall cause its affiliates to, execute and deliver such additional documents, instruments, conveyances and assurances and take such further actions as may be reasonably requested by Company to carry out the provisions of this instrument and give effect to the transactions contemplated by this instrument, including, without limitation, to enable the Company or the transactions contemplated by this instrument to comply with applicable laws.

The Company shall not be liable or responsible to the Purchaser, nor be deemed to have defaulted under or breached this instrument, for any failure or delay in fulfilling or performing any term of this instrument when and to the extent such failure or delay is caused by or results from acts beyond the affected party's reasonable control, including, without limitation: (a) acts of God; (b) flood, fire, earthquake or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, or other civil unrest; (d) the application or change of any Law; or (e) action by any Governmental Authority.

17. DIFFERENCES WITH OFFERING MATERIALS

The Purchaser acknowledges that in the event of any differences between the terms provided in this Agreement and any offering materials, the terms and conditions of this Agreement shall supersede any contrary information outlined in the offering materials. The Purchaser has had an opportunity to (i) ask questions of and receive answers from the Company concerning the terms and conditions of this Agreement, the offering materials, and the business of the Company; and (ii) obtain any additional information concerning the SAFTs and their offering, the Company and any related material to the extent the Company or the Company possesses relevant information or can acquire it without unreasonable effort or expense.

18. SUCCESSORS AND ASSIGNS

This Agreement (i) shall be binding upon the Purchaser and the heirs, legal representatives, successors and permitted assigns of the Purchaser and shall inure to the benefit of the Company and its successors and assigns, (ii) shall survive the acceptance of the Purchaser as a purchaser of a SAFT, (iii) shall, if the Purchaser consists of more than one person, be the joint and several obligations of each, and (iv) may be executed in counterparts, all of which when taken together, shall be deemed one original.

19. REVOCATION

Purchaser acknowledges and accepts that all purchases of the SAFT from the Company during the SAFT offering are final, and there are no refunds or cancellations

except as may be required by applicable law or regulation. Purchaser further acknowledges and accepts that the Company reserves the right to refuse or cancel the offering at any time in its sole discretion.

20. Headings

Section and other headings contained in this Agreement are for reference only and are not intended to describe, interpret, define or limit the scope or intent of this Agreement.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be duly executed and delivered.

For and On Behalf of

Clutch B.V.

("Company")

Signature: 

Print Name: Brandon King

Title: Director

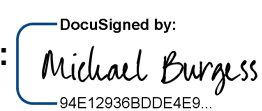
Address: Abraham de Veerstraat 9
Willemstad, Curacao

Email: brandon@clutch.app

For and On Behalf of

Michael Burgess

("Purchaser")

Signature: 

Print Name: Michael Burgess

Title: Director

Address: 15F, 202 Queens Road
Central, Central, Hong Kong

Email: replicantcaplimited@gmail.com

Payment Instruction

Upon execution of the SAFT Contract purchaser should consummate the payment within **forty-eight (48) hours** from the execution of signing on the SAFT to the designated addresses below. The Purchaser will also provide to the Company a network address/ wallet address to allocate the Purchaser's Tokens upon the Token Genesis Event. Party will not be liable for any financial loss due to the wrong wallet address provided by the other Party.

Party	Type of Payment	Wallet Address
Company	USDT/USDC (ETH)	0xdc90fD0fb8d789CDDb2403b13Ed1099bdE7Fac01
Company	USDC (Solana)	HXSN12ZLcm58Ksa1GkqXHZX3aKSLX8FccsThih6JKcHM
Purchaser	Clutch Tokens (Solana)	DBzW5t8Dy4syHYxxkpFweFvPU1cd4p4Jv7qyRcCSbbhx