HUMB LLC

A limited liability company formed under the Limited Liability Companies Act, Chapter 151 of the Revised Laws of Saint Vincent and the Grenadines, 2009 (LLC No. 3646 LLC 2024)

SIMPLE AGREEMENT FOR FUTURE TOKENS

(SAFT)

relating to the future issuance and delivery of

H2P (HEALTH 2 PURPOSE) TOKENS

the native utility token of the HUMB Exchange ecosystem, owned and operated by HUMB UAB (Lithuania)

SAFT No.: ____________________

Purchaser: ____

Date: ______________________ 2026

STRICTLY PRIVATE AND CONFIDENTIAL

STRUCTURE OF THE OFFERING — ISSUER RELATIONSHIP AND RATIONALE

This section is provided for the information of prospective purchasers so that the relationship between the entities within the HUMB group, and the reasons why the H2P Tokens are offered by HUMB LLC rather than HUMB UAB, are transparent before entering into this Agreement. This section forms part of this Agreement.

1. The Two Entities and Their Roles

	HUMB UAB (Parent / Exchange Operator)	HUMB LLC (Subsidiary / Token Issuer)
Jurisdiction	Republic of Lithuania (EU)	Saint Vincent and the Grenadines
Identifiers	Legal entity code 306756840; LEI 984500DI4B9F1D0E0446	LLC No. 3646 LLC 2024; formed 3 June 2024
Regulatory status	Registered Virtual Asset Service Provider (VASP); CASP authorisation under MiCA in progress	Formed under the SVG Limited Liability Companies Act, Chapter 151, with a stated cryptocurrency business object; not licensed or regulated by the SVG Financial Services Authority
Function in the group	Owns and operates the HUMB Exchange: trading venue, order books, listings, custody arrangements, client onboarding, market operations and all exchange-side compliance	Dedicated token issuance vehicle: conducts the ICO/IEO and SAFT Round, issues and delivers H2P, manages the token treasury, vesting and burn program obligations
Relationship to this SAFT	Not a party. The Exchange Operator's role is limited to listing and market operations after TGE	The Issuer and the Company — the sole counterparty to the Purchaser under this Agreement

2. Ownership Structure

HUMB LLC is a wholly-owned subsidiary of HUMB UAB. The offering is therefore made from within the HUMB group, under common ownership and common executive leadership: the parent that operates the exchange on which H2P will be listed is the same parent that owns the entity issuing H2P. Investors accordingly face a single, vertically aligned group — the issuance vehicle cannot diverge from the exchange business, because it is owned by it.

Parent	HUMB UAB (Lithuania) — owns and operates the HUMB Exchange
Ownership	100% of HUMB LLC
Subsidiary / Issuer	HUMB LLC (Saint Vincent and the Grenadines) — issues H2P and is the counterparty under this SAFT

3. Why H2P Is Offered Through HUMB LLC and Not HUMB UAB

(a) **Purpose-built issuance vehicle.** HUMB LLC was formed on 3 June 2024 specifically to conduct the ICO/IEO for the HUMB group. Its constitutional documents expressly record that the SVG company performs all operations relating to the token launch, while all exchange operations are performed by HUMB UAB. Offering H2P through HUMB LLC is therefore the structure the group was designed around from formation, not an arrangement adopted for this offering.

(b) **Separation of the trading venue from the issuer.** Sound market-structure practice separates the operator of a trading venue from the issuer of an asset traded on that venue. Housing issuance in HUMB LLC keeps HUMB UAB's role clean: it lists, operates markets in, and provides services in respect of H2P, but is not itself the contractual issuer. This reduces conflict-of-interest exposure at the exchange level and preserves the integrity of listing, market-making and custody functions.

(c) **Regulatory clarity for the exchange.** HUMB UAB is a registered VASP pursuing CASP authorisation under MiCA. Those regimes govern the provision of crypto-asset services — operating a trading platform, execution, custody and exchange services. Conducting a private token placement out of the regulated exchange entity would intermingle issuer obligations with service-provider obligations and could complicate the MiCA authorisation process. The chosen structure keeps each entity within a single, coherent regulatory perimeter.

(d) **Ring-fencing of risk.** Issuance liabilities (including SAFT refund obligations and token delivery obligations) sit in HUMB LLC, insulated from the exchange business, its client relationships and its operational assets — and, conversely, exchange operational risk does not sit on the issuer's balance sheet. This protects both SAFT purchasers and exchange users.

(e) **Fiscal and administrative efficiency of the treasury function.** HUMB LLC holds a Certificate of Exemption from Direct Taxes under section 91(8)(b) of the SVG Limited Liability Companies Act, allowing the token treasury, vesting and burn programs to be administered without direct-tax leakage at the issuer level. This maximises the proportion of SAFT proceeds available for development, audits, liquidity provisioning and ecosystem growth. It has no bearing on any purchaser's own tax position.

(f) **International purchaser base.** The SAFT Round is offered to eligible purchasers across multiple jurisdictions on a private placement basis. An SVG issuance vehicle is a well-established structure for multi-jurisdiction token placements and allows a single governing law and arbitration framework (set out in Clause 17) to apply uniformly to all SAFT Round purchasers.

4. What This Means for the Purchaser

(a) The Purchaser's contractual counterparty is HUMB LLC alone. Payment obligations, token delivery obligations and refund obligations under this Agreement are obligations of HUMB LLC, supported by the SAFT Round proceeds and token treasury it administers, and are not guaranteed by HUMB UAB unless expressly agreed in writing.

(b) Listing, trading, account opening and post-TGE services in respect of H2P are provided by HUMB UAB under its own terms of service and regulatory permissions, as described in Clause 4.

(c) Because HUMB LLC is wholly owned by HUMB UAB, group-level incentives are aligned: the success of H2P and the success of the HUMB Exchange accrue to the same ownership. Purchasers should nonetheless assess each entity's role and standing separately, and note the risk factors in Section 12.

IMPORTANT NOTICES

THIS SIMPLE AGREEMENT FOR FUTURE TOKENS (THIS "SAFT" OR THIS "AGREEMENT") AND THE H2P TOKENS ISSUABLE HEREUNDER HAVE NOT BEEN REGISTERED, APPROVED OR QUALIFIED UNDER THE SECURITIES LAWS OF ANY JURISDICTION, INCLUDING THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), THE SECURITIES LAWS OF SAINT VINCENT AND THE GRENADINES, THE REGULATION (EU) 2023/1114 ON MARKETS IN CRYPTO-ASSETS ("MiCA") OR THE LAWS OF ANY OTHER JURISDICTION. NO REGULATORY AUTHORITY HAS EXAMINED OR APPROVED THIS AGREEMENT OR ANY ACCOMPANYING DOCUMENT.

THIS AGREEMENT IS OFFERED ONLY TO PERSONS WHO QUALIFY AS SOPHISTICATED, PROFESSIONAL, ACCREDITED OR OTHERWISE ELIGIBLE PURCHASERS UNDER THE LAWS OF THEIR OWN JURISDICTION, ON A PRIVATE PLACEMENT BASIS, AND IS NOT AN OFFER TO THE PUBLIC IN ANY JURISDICTION. THIS AGREEMENT MAY NOT BE OFFERED, SOLD OR DELIVERED, DIRECTLY OR INDIRECTLY, IN OR INTO ANY JURISDICTION IN WHICH SUCH OFFER, SALE OR DELIVERY WOULD BE UNLAWFUL, INCLUDING TO U.S. PERSONS (AS DEFINED IN REGULATION S UNDER THE SECURITIES ACT) EXCEPT PURSUANT TO AN AVAILABLE EXEMPTION.

THE PURCHASE OF RIGHTS TO RECEIVE TOKENS INVOLVES A HIGH DEGREE OF RISK, INCLUDING THE RISK OF TOTAL LOSS OF THE PURCHASE AMOUNT. THE TOKENS MAY NEVER BE ISSUED, MAY HAVE NO VALUE, AND MAY NOT BE TRANSFERABLE OR LIQUID. PROSPECTIVE PURCHASERS SHOULD READ SECTION 12 (RISK FACTORS AND ACKNOWLEDGEMENTS) AND THE RISK FACTORS SET OUT IN THE WHITEPAPER, AND SHOULD CONSULT THEIR OWN LEGAL, TAX, FINANCIAL AND OTHER PROFESSIONAL ADVISERS BEFORE ENTERING INTO THIS AGREEMENT.

NOTHING IN THIS AGREEMENT OR THE WHITEPAPER CONSTITUTES LEGAL, TAX, FINANCIAL OR INVESTMENT ADVICE, A PROSPECTUS, AN OFFERING MEMORANDUM OR A CRYPTO-ASSET WHITE PAPER WITHIN THE MEANING OF MiCA. THE TOKENS ARE INTENDED TO FUNCTION AS UTILITY TOKENS WITHIN THE HUMB ECOSYSTEM AND ARE NOT INTENDED TO CONSTITUTE SECURITIES, SHARES, DEBENTURES, UNITS IN A COLLECTIVE INVESTMENT SCHEME, DEPOSITS OR ANY OTHER REGULATED FINANCIAL INSTRUMENT IN ANY JURISDICTION; HOWEVER, NO ASSURANCE CAN BE GIVEN THAT REGULATORS OR COURTS WILL AGREE WITH THIS CHARACTERISATION.

SIMPLE AGREEMENT FOR FUTURE TOKENS (SAFT)

THIS SIMPLE AGREEMENT FOR FUTURE TOKENS (this "Agreement") is made on the date set out on the signature page (the "Effective Date").

BETWEEN:

(1) **HUMB LLC**, a single limited liability company formed under the Limited Liability Companies Act, Chapter 151 of the Revised Laws of Saint Vincent and the Grenadines, 2009, with limited liability company number 3646 LLC 2024, formed on 3 June 2024, having its registered office at Euro House, Richmond Hill Road, Kingstown, Saint Vincent and the Grenadines (mailing address: P.O. Box 2897, Kingstown, VC0100), whose registered agent is Euro-Caribbean Trustees Ltd. (the **Company** or the **Issuer**); and

(2) The person or entity identified as the purchaser on the signature page and in Schedule 2 (the **Purchaser**).

The Company and the Purchaser are each a "Party" and together the "Parties".

RECITALS:

(A) The Company is the issuing entity for the H2P (Health 2 Purpose) token (the **Token** or **H2P**), the native utility and coordination token of the HUMB ecosystem, and intends to conduct the initial coin offering / initial exchange offering and Token Generation Event in respect of the Tokens.

(B) The HUMB Exchange, a centralised digital asset exchange dedicated to the healthcare and wellness economy on which the Tokens are intended to be listed and on which healthcare tokens are intended to be paired against H2P, is owned and operated by **HUMB UAB**, a private limited liability company incorporated in the Republic of Lithuania (legal entity code 306756840), registered as a Virtual Asset Service Provider (VASP) and pursuing authorisation as a crypto-asset service provider under MiCA (the **Exchange Operator**). The Company is a wholly-owned subsidiary of the Exchange Operator; all exchange operations are conducted by the Exchange Operator and not by the Company, and all token issuance operations are conducted by the Company and not by the Exchange Operator, as further explained in the section entitled "Structure of the Offering" above.

(C) The Purchaser wishes to pay the Purchase Amount to the Company in consideration for the right to receive Tokens at the Token Generation Event, subject to the vesting, lock-up and other terms and conditions of this Agreement.

(D) This Agreement is one of a series of substantially similar simple agreements for future tokens issued by the Company in its pre-TGE private placement round (the **SAFT Round**), which is limited in aggregate to the SAFT and Private Sale allocation of 15,000,000 Tokens (15% of the Initial Total Supply).

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 In this Agreement, unless the context otherwise requires:

"**Affiliate**" means, in relation to a Party, any person that directly or indirectly controls, is controlled by, or is under common control with that Party, and in the case of the Company includes the Exchange Operator, HUMB Global Healthtech India Pvt Ltd, HUMB Trading India Pvt Ltd, HUMB Inc (Canada, BC1531035), PT HUMB Peduli Indonesia and HUMB Africa Limited;

"**AML/CFT Laws**" means all applicable anti-money laundering, counter-terrorist financing, sanctions, anti-bribery and anti-corruption laws and regulations, including those of Saint Vincent and the Grenadines, the Republic of Lithuania and the European Union, and any applicable requirements of the Financial Intelligence Unit of India (FIU-IND) and FINTRAC (Canada);

"**Business Day**" means a day (other than a Saturday, Sunday or public holiday) on which banks are open for general business in Kingstown, Saint Vincent and the Grenadines, and Vilnius, Lithuania;

"**Deadline Date**" means 31 December 2027, or such later date as the Company may notify to the Purchaser in writing (not exceeding 12 months after the initial Deadline Date) where the extension is reasonably required to complete audits, regulatory processes or the TGE;

"**Digital Wallet**" means the Ethereum-compatible (EVM) wallet address on the designated Layer 2 network notified by the Purchaser in Schedule 2 (as updated in accordance with Clause 5.4), which must be a self-hosted or custodial wallet controlled by the Purchaser and must not be an exchange deposit address unless expressly approved by the Company;

"**Dissolution Event**" means (a) a voluntary termination of operations of the Company; (b) a general assignment for the benefit of the Company's creditors; (c) the appointment of a liquidator, receiver or similar officer over the Company or substantially all of its assets; or (d) any other liquidation, dissolution or winding-up of the Company (excluding a solvent reorganisation, merger or restructuring within the HUMB group);

"**Exchange Operator**" means HUMB UAB, a private limited liability company incorporated in the Republic of Lithuania with legal entity code 306756840 and LEI 984500DI4B9F1D0E0446;

"**Initial Total Supply**" means 100,000,000 Tokens;

"**Lock-up and Vesting Schedule**" means the schedule set out in Clause 6 and Schedule 1;

"**MiCA**" means Regulation (EU) 2023/1114 of the European Parliament and of the Council on markets in crypto-assets;

"**Network**" means the Ethereum Layer 2 network (or such other Ethereum-anchored network, rollup or appchain, including any future HUMB Chain) on which the Tokens are deployed from time to time;

"**Purchase Amount**" means the amount payable by the Purchaser as set out on the signature page and in Schedule 2;

"**Sanctioned Person**" means any person that is the subject of sanctions administered by the United Nations, the European Union, the United Kingdom, the United States (including OFAC) or any other applicable sanctions authority, or that is located, organised or resident in a comprehensively sanctioned country or territory;

"**Token**" or "H2P" means the Health 2 Purpose token, an ERC-20 standard fungible utility token to be deployed by or on behalf of the Company on the Network, with an Initial Total Supply of 100,000,000, as further described in the Whitepaper and Schedule 1;

"**Token Generation Event**" or "TGE" means the initial creation and distribution of the Tokens on the Network by or on behalf of the Company, currently targeted for the first calendar quarter of 2027;

"**Token Price**" means the price per Token applicable to this SAFT as set out on the signature page and in Schedule 2, being the Initial Listing Price of US$0.25 less any discount agreed for the SAFT Round;

“**Whitepaper**” means the HUMB H2P whitepaper dated 6 July 2026, as amended, restated or supplemented from time to time, provided that in the event of any inconsistency between the Whitepaper and this Agreement, this Agreement prevails as between the Parties;

1.2 Interpretation. Headings are for convenience only. References to Clauses and Schedules are to clauses of, and schedules to, this Agreement. “including” means “including without limitation”. References to “US$” or “USD” are to United States dollars, and references to “USDT” or “USDC” are to the corresponding fiat-referenced stablecoins. References to a statute or regulation include it as amended or re-enacted. Words importing the singular include the plural and vice versa.

2. PURCHASE AND SALE OF FUTURE TOKEN RIGHTS

2.1 Subject to the terms of this Agreement, the Purchaser irrevocably agrees to pay the Purchase Amount to the Company, and the Company agrees, in consideration of such payment, to issue and deliver to the Purchaser at the times specified in Clause 5 that number of Tokens (the **Purchased Tokens**) equal to the Purchase Amount divided by the Token Price, rounded down to the nearest whole Token.

2.2 This Agreement confers on the Purchaser only a contractual right to future delivery of the Purchased Tokens in accordance with this Agreement. It does not confer any equity, membership or ownership interest in the Company or any Affiliate, any right to dividends, distributions, profits or assets of the Company or any Affiliate, any voting or governance rights in respect of the Company or any Affiliate, or any right to control or direct the development of the HUMB ecosystem. Any governance functionality attaching to the Tokens after TGE relates solely to ecosystem-level proposals as described in the Whitepaper.

2.3 The Company shall not be obliged to accept any subscription, and may reject this Agreement and return the Purchase Amount (without interest) at its discretion, including where required to do so under AML/CFT Laws or where the SAFT Round is oversubscribed.

2.4 Minimum subscription. The minimum Purchase Amount under this SAFT is the amount specified by the Company in the subscription documentation for the SAFT Round, unless waived by the Company in writing.

3. PAYMENT OF THE PURCHASE AMOUNT

3.1 The Purchaser shall pay the Purchase Amount in full, in cleared funds, within five (5) Business Days of the Effective Date (or such other period agreed in writing), by wire transfer to the Company’s designated bank account or by transfer of USDT or USDC to the Company’s designated digital asset address, in each case as notified in Schedule 2 or by separate written payment instruction issued by the Company.

3.2 Where payment is made in a stablecoin, the Purchase Amount shall be valued at par to the US dollar at the time of receipt, and the transaction hash shall constitute evidence of payment upon confirmation on the relevant network.

3.3 All payments shall be made from an account or wallet in the Purchaser’s own name. The Company may reject and return third-party payments. Any bank charges, gas fees or transfer costs are for the account of the Purchaser.

3.4 If the Purchase Amount is not received in full by the due date, the Company may terminate this Agreement with immediate effect by written notice, without liability to the Purchaser.

4. TOKEN GENERATION EVENT AND LISTING

4.1 The Company intends to conduct the TGE in the first calendar quarter of 2027, following completion of the SAFT Round (targeted for Q3–Q4 2026) and comprehensive smart contract audits, as described in the Whitepaper. The Purchaser acknowledges that this timetable is indicative only and may change.

4.2 Following the TGE, the Tokens are intended to be listed for trading on the HUMB Exchange operated by the Exchange Operator, and may also be made available on other centralised or decentralised venues, with an intended initial listing price of **US$0.25 per Token** and an intended launch circulating supply of 21,500,000 Tokens (21.5% of the Initial Total Supply). The Purchaser acknowledges that the Purchased Tokens do not form part of the launch circulating supply and remain locked at TGE in accordance with Clause 6.

4.3 The Purchaser acknowledges that listing, trading, custody and market operations in respect of the Tokens are conducted by the Exchange Operator (and any other venue on which the Tokens are listed) and not by the Company, that use of the HUMB Exchange is subject to the Exchange Operator's terms of service, onboarding and KYC requirements, and that nothing in this Agreement obliges the Exchange Operator to open or maintain an account for the Purchaser.

4.4 The Company gives no assurance as to the price at which the Tokens will trade at or after listing, the maintenance of any listing, or the liquidity of any market in the Tokens.

5. DELIVERY OF TOKENS

5.1 At the TGE, the Company shall allocate the Purchased Tokens to the Purchaser on the books of the token distribution contract or distribution platform used by the Company. Delivery of unlocked Tokens to the Purchaser's Digital Wallet shall occur in accordance with the Lock-up and Vesting Schedule in Clause 6.

5.2 Delivery is conditional on: (a) receipt in full of the Purchase Amount; (b) the Purchaser having completed and passed the Company's (and, where applicable, the Exchange Operator's) KYC/AML verification; (c) the accuracy of the Purchaser's representations in Clause 10 as at each delivery date; and (d) delivery being lawful in the Purchaser's jurisdiction at the relevant time.

5.3 Tokens shall be delivered on-chain to the Digital Wallet. A transfer to the Digital Wallet recorded on the Network constitutes good delivery and full discharge of the Company's delivery obligation in respect of the Tokens so transferred. The Purchaser bears sole responsibility for the accuracy of the Digital Wallet address and the security of associated private keys; Tokens delivered to the notified address are not recoverable by the Company.

5.4 The Purchaser may update the Digital Wallet by written notice signed (or cryptographically verified) in a manner satisfactory to the Company, received no fewer than ten (10) Business Days before a scheduled delivery.

5.5 No fractional Tokens will be delivered. The Company may aggregate and round scheduled vesting deliveries to whole Tokens, with any residual balance delivered in the final tranche.

6. LOCK-UP AND VESTING

6.1 The Purchased Tokens are subject to the following Lock-up and Vesting Schedule, consistent with the SAFT and Private Sale allocation terms in the Whitepaper: **(a) 0% unlocked at TGE; (b) a cliff period of six (6) months from the date of the TGE, during which no Tokens are released; and (c) thereafter, linear monthly vesting in twenty-four**

(24) equal monthly instalments, such that the Purchased Tokens are fully delivered thirty (30) months after the TGE.

6.2 During any period in which Purchased Tokens remain undelivered or locked, the Purchaser shall not, directly or indirectly, sell, offer, contract to sell, pledge, lend, hedge, swap, grant any option over, enter into any derivative or synthetic arrangement referencing, or otherwise transfer or dispose of any economic interest in, the Purchased Tokens or the rights under this Agreement, except with the prior written consent of the Company.

6.3 The Company may implement the Lock-up and Vesting Schedule through smart contract vesting mechanisms, custodial escrow or scheduled distributions, at its discretion, provided the economic terms of Clause 6.1 are preserved.

6.4 The Purchaser acknowledges the Company's structured burn program (three burns per year for five years, targeting 4,800,000 Tokens burned, followed by perpetual fee-based burns toward a long-term supply target of 50,000,000 Tokens) and agrees that burns are sourced from the Platform Growth, Ecosystem and Community allocations and do not affect the number of Purchased Tokens deliverable under this Agreement.

7. TERMINATION, REFUND AND DISSOLUTION

7.1 **Failure to launch.** If the TGE has not occurred on or before the Deadline Date, the Purchaser may, by written notice to the Company, terminate this Agreement, whereupon the Company shall, within sixty (60) days of receipt of such notice, refund the Purchase Amount to the Purchaser (without interest and net of unrecoverable transfer costs), in the currency or stablecoin in which it was paid or its US dollar equivalent, in full and final settlement of all claims under this Agreement.

7.2 **Dissolution Event.** If a Dissolution Event occurs before the TGE, the Company shall pay to the Purchaser, pari passu with all other SAFT Round purchasers and subordinate to creditors of the Company, an amount equal to the Purchase Amount (or, if the Company's available assets are insufficient, the Purchaser's pro-rata share of such assets), whereupon this Agreement terminates.

7.3 **Regulatory termination.** The Company may terminate this Agreement (in whole or in part) and refund the corresponding portion of the Purchase Amount (without interest) if, in the Company's reasonable opinion after taking advice, the issue or delivery of Tokens to the Purchaser would be unlawful, would cause the Tokens to be characterised as a regulated financial instrument in a manner materially adverse to the Company, or would breach AML/CFT Laws.

7.4 Automatic termination. This Agreement terminates automatically upon the earlier of: (a) delivery in full of the Purchased Tokens; and (b) payment of the amounts described in Clause 7.1, 7.2 or 7.3. Clauses 10 to 18 survive termination.

7.5 Except as expressly provided in this Clause 7, the Purchase Amount is non-refundable and the Purchaser has no right of withdrawal, cancellation or cooling-off.

8. REPRESENTATIONS AND WARRANTIES OF THE COMPANY

The Company represents and warrants to the Purchaser, as at the Effective Date, that:

(a) it is a limited liability company duly formed and validly existing under the laws of Saint Vincent and the Grenadines, with full power and authority to enter into and perform this Agreement;

(b) this Agreement has been duly authorised and executed and constitutes its valid and binding obligation, enforceable in accordance with its terms, subject to laws affecting creditors' rights generally and general principles of equity;

(c) the execution and performance of this Agreement do not violate its constitutional documents or any material agreement or order binding on it;

(d) the exchange operations of the HUMB Exchange are conducted by the Exchange Operator, which at the date of this Agreement holds a VASP registration in Lithuania, and members of the HUMB group hold the registrations described in the Whitepaper (including FIU registration in India and MSB registration in Canada (C10001427)), and an application for CASP authorisation under MiCA is in progress; and

(e) it will apply the proceeds of the SAFT Round substantially toward the development, audit, launch, liquidity provisioning, compliance and growth of the Token and the HUMB ecosystem.

Except as expressly set out in this Clause 8, the Company gives no representation or warranty of any kind, express or implied, including as to the future performance, functionality, value, transferability or liquidity of the Tokens, the occurrence or timing of the TGE, the outcome of any regulatory application, or the achievement of anything described in the Whitepaper or any roadmap.

9. KYC, AML AND SANCTIONS

9.1 The Purchaser shall promptly provide all information and documentation reasonably requested by the Company or the Exchange Operator to satisfy KYC, KYB, source-of-funds and source-of-wealth verification under AML/CFT Laws, both before acceptance of this Agreement and at any time prior to any delivery of Tokens.

9.2 The Company may withhold acceptance, suspend deliveries, or terminate this Agreement under Clause 7.3 where verification cannot be completed to its satisfaction, and may make such reports to regulators and financial intelligence units as it considers required by law, without notice to the Purchaser where prohibited by law.

10. REPRESENTATIONS AND WARRANTIES OF THE PURCHASER

The Purchaser represents and warrants to the Company, as at the Effective Date and again as at each date on which Tokens are delivered, that:

(a) if an individual, the Purchaser is at least 18 years of age and of full legal capacity; if an entity, it is duly incorporated and validly existing, and the individual executing this Agreement is duly authorised;

(b) the Purchaser has full power and authority to enter into this Agreement, which constitutes its valid and binding obligation;

(c) the Purchaser is not a U.S. Person (as defined in Regulation S under the Securities Act), is not located in the United States, and is not acquiring the rights hereunder for the account or benefit of any U.S. Person, or alternatively qualifies under an exemption expressly approved by the Company in writing;

(d) the Purchaser is not a Sanctioned Person, no part of the Purchase Amount derives from unlawful activity, and the Purchaser is not located in, or a resident or national of, any jurisdiction where entry into this Agreement or receipt of Tokens is prohibited or requires registration or licensing that has not been obtained;

(e) the Purchaser qualifies as a sophisticated, professional, accredited or equivalent eligible purchaser under the laws of the Purchaser's jurisdiction, has such knowledge and experience in financial, business and cryptographic token matters as to be capable of evaluating the merits and risks of this Agreement, and is able to bear the total loss of the Purchase Amount;

(f) the Purchaser is acquiring the rights under this Agreement and the Tokens for its own account, for use within the HUMB ecosystem and not with a view to, or for resale in connection with, any distribution, and not with the expectation of profit derived solely from the entrepreneurial or managerial efforts of others;

(g) the Purchaser has received and read the Whitepaper (including its risk factors and disclaimers), has had the opportunity to ask questions of the Company, has conducted its own independent investigation, and has relied solely on this Agreement, its own analysis and its own professional advice, and not on any statement, forecast or projection outside this Agreement;

(h) the Purchaser understands blockchain-based systems, digital wallets, private key management and the risks of smart contracts, and controls the Digital Wallet notified in Schedule 2; and

(i) the Purchaser has satisfied itself as to, and is solely responsible for, all tax consequences and reporting obligations arising from this Agreement and the receipt, holding and disposal of Tokens in every relevant jurisdiction.

11. NATURE OF THE TOKENS; ECOSYSTEM PROGRAMS

11.1 The Tokens are utility tokens intended to function within the HUMB ecosystem as described in the Whitepaper, including as the universal trading pair for healthcare tokens listed on the HUMB Exchange, as a means of paying and discounting platform fees, for Launchpad participation, for payment for healthcare and wellness services, and for ecosystem-level governance voting.

11.2 The Purchaser acknowledges that the HUMB Engagement Rewards Program and Ecosystem Sustainability Pool (under which up to 14% of platform-generated revenue may be allocated to eligible active participants) are discretionary operational incentive programs of the HUMB ecosystem: they are not financial returns, dividends or profit-sharing entitlements; eligibility is subject to holding thresholds, minimum one-year holding periods, KYC and active participation requirements as published from time to time; and nothing in this Agreement entitles the Purchaser to participate in, or receive any amount under, such programs.

11.3 The Company and the Exchange Operator may amend the design, parameters, tiers and features of the HUMB ecosystem, the burn program mechanics and the roadmap described in the Whitepaper, acting in good faith, without the consent of the Purchaser, provided that no amendment may reduce the number of Purchased Tokens deliverable under this Agreement or materially worsen the Lock-up and Vesting Schedule without the Purchaser's written consent.

12. RISK FACTORS AND ACKNOWLEDGEMENTS

The Purchaser acknowledges and accepts each of the following risks, in addition to those set out in the Whitepaper:

(a) **Total loss.** The Purchase Amount may be lost in full. The Tokens may never be issued, may have no value or utility, and no market for them may develop or be sustained.

(b) **No registration; regulatory risk.** Neither this Agreement nor the Tokens have been registered with any regulator. Changes in law or regulatory characterisation (including under MiCA, securities laws or VASP/CASP regimes) may restrict or prohibit the issue, delivery, holding or trading of the Tokens, delay the TGE, or require restructuring of the offering.

(c) **Development and timeline risk.** The HUMB platform, the HUMB Chain and the roadmap phases described in the Whitepaper are under development; targeted dates (including the Q1 2027 TGE) are estimates and may be delayed or abandoned.

(d) **Technology risk.** Smart contracts, bridges, Layer 2 networks and exchange infrastructure may contain vulnerabilities and may be exploited; blockchain transactions are irreversible; loss of private keys results in permanent loss of Tokens.

(e) **Market and liquidity risk.** Token prices are highly volatile; lock-up and vesting restrictions prevent disposal for extended periods during which the value of the Tokens may decline materially; unlock events across all allocations may create sell pressure notwithstanding the burn program.

(f) **Counterparty and operational risk.** The Company is an early-stage venture; the Exchange Operator's services may be interrupted, suspended or discontinued, and cyber incidents may affect platform operations.

(g) **Tax risk.** The tax treatment of SAFTs and tokens is uncertain and varies by jurisdiction; the Company has elected exemption from direct taxes in Saint Vincent and the Grenadines under section 91(8)(b) of the Limited Liability Companies Act, and this election has no bearing on the Purchaser's own tax position.

(h) **No deposit protection.** Amounts paid and Tokens received are not deposits and are not protected by any deposit guarantee, investor compensation or insurance scheme.

13. TRANSFER AND ASSIGNMENT

13.1 The Purchaser may not assign, transfer, charge or deal with this Agreement or any rights under it without the prior written consent of the Company, which may be conditioned on the transferee completing KYC/AML verification and acceding to this Agreement. Any purported transfer in breach of this Clause is void.

13.2 The Company may assign this Agreement to an Affiliate or to a successor of all or substantially all of its business relating to the Tokens, provided the assignee assumes the Company's obligations hereunder.

14. CONFIDENTIALITY

14.1 Each Party shall keep confidential the terms of this Agreement and all non-public information received from the other Party in connection with it, and shall use such information only for the purposes of this Agreement, save for disclosures: (a) required by law, regulation or a competent authority; (b) to professional advisers, auditors and financiers under duties of confidence; (c) by the Company to Affiliates, the Exchange Operator, service providers and prospective investors under duties of confidence; and (d) of information already public other than through breach.

15. LIMITATION OF LIABILITY AND INDEMNITY

15.1 Nothing in this Agreement excludes or limits liability for fraud or for any liability that cannot be excluded or limited by applicable law.

15.2 Subject to Clause 15.1, neither the Company nor any of its Affiliates, members, managers, officers, employees, advisers or agents shall be liable to the Purchaser, whether in contract, tort (including negligence) or otherwise, for any loss of profit, loss of opportunity, loss of value of the Tokens or any digital asset, or any indirect, special or consequential loss arising out of or in connection with this Agreement, the Tokens, the Whitepaper, the HUMB Exchange or any delay or failure of the TGE.

15.3 Subject to Clause 15.1, the aggregate liability of the Company under or in connection with this Agreement shall not exceed the Purchase Amount actually received by the Company.

15.4 The Purchaser shall indemnify the Company and its Affiliates against all losses, liabilities and costs arising from any breach by the Purchaser of its representations, warranties or obligations under this Agreement, including any misstatement in KYC information.

16. TAXES

16.1 Each Party is responsible for its own taxes. All amounts payable by the Purchaser are exclusive of any applicable taxes, duties or levies, which shall be borne by the Purchaser. If the Company is required by law to withhold or deduct any amount from a refund or delivery, it may do so and shall not be required to gross up.

17. GOVERNING LAW AND DISPUTE RESOLUTION

17.1 This Agreement and any non-contractual obligations arising out of or in connection with it are governed by the laws of Saint Vincent and the Grenadines.

17.2 Any dispute, controversy or claim arising out of or in connection with this Agreement, including its existence, validity or termination, shall be referred to and finally resolved by arbitration under the UNCITRAL Arbitration Rules, by a sole arbitrator appointed in accordance with those Rules. The seat of arbitration shall be Kingstown, Saint Vincent and the Grenadines; the language of the arbitration shall be English; and the award shall be final and binding on the Parties. Either Party may seek interim or conservatory relief from any court of competent jurisdiction.

17.3 To the maximum extent permitted by law, each Party waives any right to participate in any class, collective or representative proceeding against the other in connection with this Agreement.

18. GENERAL PROVISIONS

18.1 **Entire agreement.** This Agreement (including the Schedules) constitutes the entire agreement between the Parties in relation to its subject matter and supersedes all prior agreements, statements and understandings. The Whitepaper is descriptive only and does not form part of this Agreement except where expressly incorporated. Each Party confirms it has not relied on any representation not set out in this Agreement.

18.2 **Amendments.** Subject to Clause 11.3, this Agreement may be amended only in writing signed by both Parties, save that the Company may amend the terms of the SAFT Round with the written consent of purchasers representing a majority of the aggregate Purchase Amounts in the SAFT Round, provided the amendment applies equally to all SAFT Round purchasers and does not reduce the Purchaser's Purchased Tokens or extend the Lock-up and Vesting Schedule.

18.3 **Notices.** Notices shall be in writing in English and delivered by hand, courier or email to the addresses on the signature page or in Schedule 2 (or as updated by notice). Email notices are deemed received on the Business Day of transmission if sent before 5.00 p.m. at the place of receipt, and otherwise on the next Business Day.

18.4 **Severance.** If any provision is or becomes illegal, invalid or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid and enforceable, and the remainder of this Agreement shall remain in full force.

18.5 **No waiver.** No failure or delay in exercising any right constitutes a waiver of it, nor does any single or partial exercise preclude further exercise.

18.6 **No partnership.** Nothing in this Agreement creates a partnership, joint venture, agency or fiduciary relationship between the Parties.

18.7 **Third parties.** A person who is not a Party has no right to enforce any term of this Agreement, save that the Exchange Operator and the Company's Affiliates may enforce Clauses 14 and 15.

18.8 **Force majeure.** Neither Party is liable for delay or failure in performance (other than payment obligations) caused by events beyond its reasonable control, including changes in law, regulator action, network outages, consensus failures and cyber attacks, provided the affected Party uses reasonable endeavours to mitigate.

18.9 **Counterparts; electronic execution.** This Agreement may be executed in counterparts, including by electronic or digital signature, each of which is an original and which together constitute one instrument.

EXECUTION PAGE

IN WITNESS WHEREOF, the Parties have executed this Simple Agreement for Future Tokens as of the Effective Date set out below.

Effective Date	
Purchase Amount (US$)	
Payment Method	☐ Bank wire (USD) ☐ USDT ☐ USDC
Token Price (per H2P)	US$ ___________ (Initial Listing Price US$0.25 less _______% SAFT discount)
Purchased Tokens (number)	

EXECUTED for and on behalf of HUMB LLC (the Company)

Signature: ____
Name: Dr. Richard Satur
Title: Chief Executive Officer / Authorised Signatory
Date: __________________________

EXECUTED by or on behalf of the Purchaser

Signature: ____
Name: ____
Title / Capacity: ____
Entity (if applicable): ____
Date: __________________________

SCHEDULE 1 — H2P TOKEN TERMS

Item	Terms
Token name / ticker	Health 2 Purpose (H2P)
Standard / network	ERC-20 on Ethereum Layer 2 (with permit and meta-transaction support); potential future migration to HUMB Chain with H2P as native gas token
Initial total supply	100,000,000 H2P
Long-term supply target	50,000,000 H2P (via structured and fee-based burn programs)
Initial listing price	US$0.25
Launch circulating supply	21,500,000 H2P (21.5%)
SAFT / Private Sale allocation	15,000,000 H2P (15% of Initial Total Supply), vested with cliff
SAFT vesting	0% at TGE; 6-month cliff from TGE; then 24-month linear monthly vesting (fully vested at month 30)
Team & Advisors vesting (for reference)	12-month cliff; 36-month linear vesting
Burn program	3 burns per year for 5 years (4,800,000 H2P total), executed by smart contract; thereafter perpetual quarterly fee-based buyback-and-burn (initially 1% of trading fees, governed on-chain subject to a minimum floor)
Core utility	Universal trading pair for healthcare tokens on the HUMB Exchange; fee payment and tier discounts; Launchpad access; healthcare and wellness payments; ecosystem governance voting
Ecosystem programs	Up to 14% of platform-generated revenue allocated to the Ecosystem Sustainability Pool; eligibility requires (inter alia) 10,000+ H2P held for 1 year, KYC and active participation — discretionary and not a financial return
TGE target	Q1 2027, following smart contract audits (indicative only)
Issuer	HUMB LLC (Saint Vincent and the Grenadines, LLC No. 3646 LLC 2024)
Exchange operator	HUMB UAB (Lithuania, code 306756840; VASP registered; MiCA CASP authorisation in progress; LEI 984500DI4B9F1D0E0446)

SCHEDULE 2 — PURCHASER DETAILS AND PAYMENT INSTRUCTIONS

Part A — Purchaser Details

Full legal name	
Entity type / jurisdiction (if entity)	
Registration / passport number	
Registered / residential address	
Email for notices	
Telephone	
Digital Wallet (EVM address for H2P delivery)	0x
Source of funds (brief description)	
Tax residency / TIN	

Part B — Subscription Details

Purchase Amount (US$)	
Token Price (per H2P)	US$
Purchased Tokens	
Payment method	☐ Bank wire ☐ USDT (network: __________) ☐ USDC (network: __________)

Part C — Company Payment Instructions

Bank wire and digital asset payment details will be issued by the Company by separate signed payment instruction referencing this SAFT number. The Purchaser must verify payment details directly with the Company through a verified channel before remitting funds, and should treat any unverified change of payment instructions as a fraud indicator.

Beneficiary	HUMB LLC
Bank / account details	[To be issued by separate payment instruction]
USDT / USDC address	[To be issued by separate payment instruction]
Payment reference	SAFT No. ____________ / Purchaser name

Part D — KYC Checklist (to accompany this SAFT)

Individuals: certified passport or national ID; proof of address (≤3 months); source-of-funds evidence. Entities: certificate of incorporation; register of directors and members; UBO declaration

(25%+ owners) with IDs; authorising resolution; proof of registered address; source-of-funds evidence. Additional documentation may be requested under AML/CFT Laws.