

This Agreement is made on the [DATE] day of [MONTH] 2026

Between

**PRANACHAIN**

And:

[INVESTOR NAME]

#### **Parties**

- (1) **PRANACHAIN**, a blockchain technology company incorporated in Canada, having its registered office at 167 Ferry St, Suite 204, Windsor, ON N9B 0C5, Canada (the "**Company**" or "**Issuer**"); and
- (2) [INVESTOR NAME], having its principal address at [INVESTOR ADDRESS] (the "**Investor**").

#### **Background**

- (A) The Company is a blockchain technology company focused on developing healthcare blockchain infrastructure and utility solutions through its PRANACHAIN ecosystem.
- (B) The Company has developed the PRN utility token, an ERC-20 standard token on the Ethereum blockchain, designed to facilitate network fees, healthcare event anchoring, consent management, identity verification, infrastructure access, and ecosystem participation within the healthcare blockchain network.
- (C) The Company is conducting a Stage One Pre-Listing Raise (the "**Stage One Raise**") via HUMB Launchpad to raise capital for orderly listing preparation, robust liquidity and market-making provision, and long-term healthcare ecosystem development.
- (D) The Stage One Raise is conducted exclusively through HUMB Launchpad pursuant to an IEO/IDO Listing Agreement – Stage 1 between the Company and HUMB, and is intended to support strategic growth rather than speculative trading activities.
- (E) The Investor wishes to participate in the Stage One Raise by purchasing the right to receive PRN utility tokens in the future, subject to the terms and conditions set forth in this Agreement.

- (F) The PRN tokens to be issued under this Agreement are intended as utility tokens for healthcare blockchain operations and are not intended to constitute equity, securities, or investment instruments.
- (G) The Company has established a total fixed supply of **[TOTAL SUPPLY]** PRN tokens, which supply shall remain frozen for six (6) months following the Token Generation Event to ensure market stability.
- (H) All PRN tokens issued under the Stage One Raise, including those allocated to the Investor, will be subject to a six (6) month lock-up period from the date of token distribution to align with the Company's strategic objectives and market stability requirements.

## **1. Definitions**

- 1.1. **Agreement** means this Simple Agreement for Future Tokens and all schedules, exhibits, and amendments hereto.
- 1.2. **Affiliate** means, with respect to any Person, any other Person that directly or indirectly controls, is controlled by, or is under common control with, such Person.
- 1.3. **AML** means anti-money laundering laws, regulations, and compliance procedures applicable in any relevant jurisdiction.
- 1.4. **Company** or **Issuer** means PRANACHAIN, a blockchain technology company incorporated in Canada, having its registered office at 167 Ferry St, Suite 204, Windsor, ON N9B 0C5, Canada.
- 1.5. **Confidential Information** means all non-public, proprietary, or confidential information disclosed by either Party to the other Party under this Agreement, whether orally, in writing, or in any other form.
- 1.6. **Effective Date** means **[EFFECTIVE DATE]**.
- 1.7. **ERC-20** means the technical standard used for smart contracts on the Ethereum blockchain for implementing tokens.

- 1.8. **Ethereum** means the decentralized, open-source blockchain platform that supports smart contracts and serves as the underlying blockchain for the PRN tokens.
- 1.9. **HUMB** means the cryptocurrency exchange and launchpad platform that will facilitate the Stage One Raise pursuant to the IEO/IDO Listing Agreement – Stage 1.
- 1.10. **HUMB Launchpad** means the token launch platform operated by HUMB through which the Stage One Raise is being conducted.
- 1.11. **IEO/IDO Listing Agreement – Stage 1** means the agreement between the Company and HUMB governing the Stage One Raise and related listing activities.
- 1.12. **Investment Amount** means [INVESTMENT AMOUNT] USD, being the total amount to be paid by the Investor for the right to receive PRN tokens under this Agreement.
- 1.13. **Investor** means [INVESTOR NAME], having its principal address at [INVESTOR ADDRESS].
- 1.14. **KYC** means know-your-customer procedures and requirements, including identity verification and customer due diligence processes.
- 1.15. **KYB** means know-your-business procedures and requirements applicable to corporate or institutional investors.
- 1.16. **Lithuanian Laws** means the laws of the Republic of Lithuania, which shall govern this Agreement.
- 1.17. **Lock-up Period** means the six (6) month period following the Token Generation Event during which PRN tokens issued under this Agreement may not be transferred, sold, pledged, or traded.
- 1.18. **Person** means any individual, corporation, partnership, joint venture, limited liability company, governmental authority, unincorporated organization, trust, association, or other entity.
- 1.19. **PRN or PRN Tokens** means the PRANACHAIN utility tokens, being ERC-20 standard tokens on the Ethereum blockchain with the symbol "PRN", designed to facilitate network fees,

healthcare event anchoring, consent management, identity verification, infrastructure access, and ecosystem participation.

- 1.20. **SAFT** means this Simple Agreement for Future Tokens.
- 1.21. **Smart Contract** means the computer program deployed on the Ethereum blockchain that governs the creation, distribution, and transfer of PRN tokens, located at **[SMART CONTRACT ADDRESS]**.
- 1.22. **Stage One Price** means USD \$0.03 per PRN token, being the purchase price applicable to all PRN tokens issued under the Stage One Raise.
- 1.23. **Stage One Raise** means the pre-listing fundraising round conducted by the Company via HUMB Launchpad to raise capital for listing preparation, liquidity provision, market-making, and healthcare ecosystem development.
- 1.24. **TGE or Token Generation Event** means the event at which PRN tokens are generated and allocated to investors, occurring after successful completion of Stage One milestones and satisfaction of compliance requirements.
- 1.25. **Token Entitlement** means the number of PRN tokens the Investor is entitled to receive, calculated as the Investment Amount divided by the Stage One Price.
- 1.26. **Total Supply** means 1,000,000,000 PRN tokens, being the fixed and frozen total supply of PRN tokens for six (6) months following the Token Generation Event.
- 1.27. **USDT** means Tether USD, a stablecoin cryptocurrency pegged to the US Dollar and used as the payment method for the Investment Amount.

## **2. Token Description and Specifications**

### **2.1. Token Identification and Technical Specifications**

(a) The PRN tokens shall have the following technical specifications:

- Token Name: PRANACHAIN Token

- Token Symbol: PRN

- Blockchain Standard: ERC-20

- Blockchain Network: Ethereum

- Smart Contract Address: **[TO BE INSERTED UPON DEPLOYMENT]**

- (b) The PRN tokens shall be fungible digital assets created and deployed on the Ethereum blockchain in accordance with the ERC-20 token standard.

## 2.2. **Total Supply and Supply Management**

- (a) The total supply of PRN tokens is fixed at one billion (1,000,000,000) PRN tokens.
- (b) The Total Supply shall remain frozen and no additional PRN tokens may be minted for a period of six (6) months following the Token Generation Event.
- (c) No PRN tokens may be burned or destroyed during the supply freeze period without express written consent of token holders representing at least sixty-seven percent (67%) of the Total Supply.

## 2.3. **Utility Functions and Use Cases**

- (a) PRN tokens are designed and intended to serve as utility tokens within the PRANACHAIN healthcare blockchain ecosystem for the following primary functions:
- (i) Payment of network transaction fees and gas costs within the PRANACHAIN network;
- (ii) Healthcare event anchoring and data verification services;
- (iii) Patient consent management and authorization processes;
- (iv) Digital identity verification and authentication within the healthcare network;

- (v) Access to PRANACHAIN infrastructure services and applications;
  - (vi) Participation in healthcare ecosystem governance and decision-making processes.
- (b) PRN tokens are not intended to represent or confer any equity interest, ownership rights, profit-sharing arrangements, or voting rights in the Company.

#### 2.4. **Smart Contract and Technical Implementation**

- (a) The PRN tokens shall be governed by a smart contract deployed on the Ethereum blockchain, the address of which shall be provided to the Investor upon deployment.
- (b) The Smart Contract shall implement standard ERC-20 functionality including transfer, approval, and balance inquiry functions.
- (c) The Smart Contract shall include technical restrictions to enforce the Lock-up Period for tokens distributed under this Agreement.

#### 2.5. **Proof of Reserves and Transparency**

- (a) The Company shall maintain and provide upon request proof of reserves demonstrating the existence and proper allocation of PRN tokens.
- (b) All token distributions and allocations shall be verifiable on the Ethereum blockchain through publicly available transaction records.

### 3. **Investment Terms and Pricing**

#### 3.1. **Investment Amount**

- (a) The Investor agrees to contribute the amount specified in Schedule A attached hereto (the "**Investment Amount**"), which shall be paid in USDT (Tether USD) via ERC-20 standard on the Ethereum blockchain.

- (b) The Investment Amount shall be denominated and calculated in United States Dollars (USD) for the purposes of determining Token Entitlement.

### 3.2. **Token Price**

- (a) The price per PRN Token under this Stage One Raise is USD \$0.03 (three cents) per token (the "**Stage One Price**").
- (b) The Stage One Price is fixed and shall not be subject to adjustment, discounts, or modifications except as expressly provided in this Agreement.

### 3.3. **Token Entitlement Calculation**

- (a) The Investor's entitlement to PRN Tokens shall be calculated as follows:

Token Entitlement = Investment Amount ÷ Stage One Price

- (b) Any fractional tokens resulting from the calculation in clause 3.3.1 shall be rounded down to the nearest whole token, with no refund or compensation for fractional amounts.

### 3.4. **Payment Methods and Procedures**

- (a) Payment of the Investment Amount shall be made exclusively in USDT (ERC-20) to the designated HUMB Launchpad wallet address as specified in Schedule A or as otherwise communicated by HUMB.
- (b) The Investor must notify PRN-Stage1@humb.io immediately upon making payment, providing the transaction hash (TXID) and proof of payment.
- (c) Payment shall be deemed complete only upon confirmation of receipt of the full Investment Amount by HUMB Launchpad and successful completion of all KYC/AML requirements.

### 3.5. **Payment Deadline**

- (a) Payment must be received within the timeframe specified by HUMB Launchpad for the Stage One Raise participation period.
- (b) Late or incomplete payments may result in forfeiture of allocation at the sole discretion of the Company.

#### **4. Token Generation Event (TGE)**

4.1. The Company shall generate and distribute PRN Tokens to the Investor following satisfaction of all conditions precedent set forth in this clause 4.

4.2. **Token Generation Conditions:** The TGE shall occur only after:

- (a) successful completion of the Stage One Raise and achievement of minimum funding thresholds as determined by the Company and HUMB;
- (b) completion of all necessary technical development milestones including smart contract deployment and security audits;
- (c) satisfaction of all regulatory compliance requirements applicable to the token distribution in relevant jurisdictions;
- (d) completion of KYC and AML procedures for all Stage One participants through HUMB Launchpad; and
- (e) execution of necessary agreements with exchanges or market makers to support post-launch liquidity.

4.3. **Timeline:** The Company anticipates that the TGE will occur within ninety (90) days following completion of the Stage One Raise, provided all conditions in clause 4.2 are satisfied.

4.4. The Company may, in its sole discretion, delay the TGE if additional time is required to satisfy the conditions precedent or to ensure optimal market conditions for token launch.

4.5. **Distribution Process:** Upon occurrence of the TGE:



- (a) PRN Tokens equal to the Investor's Token Entitlement shall be minted to a wallet address designated by the Company;
  - (b) the Investor shall be notified via email of the token distribution and provided with transaction details; and
  - (c) tokens shall be immediately subject to the Lock-up Period restrictions set forth in clause 5.
- 4.6. The Company shall provide the Investor with reasonable advance notice of the anticipated TGE date, but such notice shall not constitute a binding commitment to any specific timeline.
- 4.7. **No Interest or Compensation:** The Investor shall not be entitled to interest, dividends, or any other compensation during the period between execution of this Agreement and the TGE.
- 5. **Lock-up and Vesting Schedule**
  - 5.1. **Lock-up Period**

All PRN Tokens issued to the Investor under this Agreement shall be subject to a **Lock-up Period** of six (6) months commencing from the date of token distribution following the Token Generation Event.
  - 5.2. **Transfer Restrictions During Lock-up**
    - (a) During the Lock-up Period, the Investor shall not, and shall be technically prevented from, transferring, selling, pledging, hypothecating, granting security interests in, or otherwise disposing of any PRN Tokens received under this Agreement.
    - (b) The transfer restrictions shall be enforced through technical mechanisms at both the platform level and smart contract level to ensure compliance.

- (c) Any attempted transfer during the Lock-up Period shall be automatically rejected by the underlying smart contract infrastructure.

#### 5.3. **Uniform Application**

The Lock-up Period applies uniformly to all Stage One Raise participants, including PRN Tokens allocated to HUMB as fees, ensuring equitable treatment across all stakeholders.

#### 5.4. **No Vesting Schedule**

Following expiration of the Lock-up Period, 100% of the Investor's PRN Token allocation shall become immediately transferable without any graduated vesting schedule or additional restrictions.

#### 5.5. **Lock-up Release**

- (a) The Lock-up Period shall automatically expire at 11:59 PM UTC on the date that is six (6) months after the initial token distribution date.
- (b) Upon expiration of the Lock-up Period, all technical restrictions on token transfers shall be automatically removed from the smart contract.
- (c) The Company shall provide the Investor with written notice at least seven (7) days prior to the Lock-up Period expiration date.

#### 5.6. **Emergency Exceptions**

Notwithstanding the foregoing restrictions, PRN Tokens may be transferred during the Lock-up Period only in the following limited circumstances:

- (a) By operation of law pursuant to a court order or legal requirement;
- (b) To a qualified custodian for safekeeping purposes, provided such custodian agrees in writing to maintain the Lock-up Period restrictions; or
- (c) With the prior written consent of the Company, which consent may be withheld in the Company's sole discretion.

**6. Use of Proceeds**

6.1. The Company shall use the proceeds raised under this Agreement exclusively for the purposes specified in this Section 6 and in accordance with the Stage One Raise objectives as defined in the IEO/IDO Listing Agreement – Stage 1 between the Company and HUMB.

6.2. **Permitted Use Categories.** The Investment Amount and all other funds raised through the Stage One Raise shall be allocated solely to the following categories:

- (a) Initial liquidity pool creation and funding for exchange listings;
- (b) Market-making wallet establishment and ongoing market-making activities;
- (c) Exchange listing fees, compliance costs, and related infrastructure expenses;
- (d) Cross-chain integration costs, including migration from Solana to Ethereum blockchain;
- (e) Healthcare ecosystem development, growth initiatives, and user adoption programs;
- (f) Product development, platform enhancements, and operational expenses directly related to the PRANACHAIN ecosystem;
- (g) Legal, regulatory, and compliance costs associated with token operations and listings.

6.3. **Restrictions on Use.** The Company shall not use any proceeds from this Agreement for:

- (a) Purposes outside the categories specified in Section 6.2 without material justification and prior written notice to Stage One participants;
- (b) Personal compensation or benefits to founders, directors, or officers beyond standard operational salaries;
- (c) Acquisition of other businesses or assets unrelated to the healthcare blockchain ecosystem;

- (d) Speculative trading activities or investments in other cryptocurrencies or digital assets.

6.4. The Company may reallocate funds between the permitted categories in Section 6.2 as business needs require, provided such reallocation remains consistent with the overall Stage One Raise objectives.

6.5. Upon reasonable request from the Investor, the Company shall provide general updates on the use of proceeds, subject to confidentiality requirements and business sensitivity considerations.

## **7. Representations and Warranties**

7.1. **Company Representations and Warranties.** The Company represents and warrants to the Investor that:

- (a) The Company is a corporation duly incorporated, validly existing and in good standing under the laws of Canada.
- (b) The Company has full corporate power and authority to enter into this Agreement and to perform its obligations hereunder.
- (c) The execution and delivery of this Agreement by the Company and the performance of its obligations hereunder have been duly authorized by all necessary corporate action on the part of the Company.
- (d) This Agreement has been duly executed and delivered by the Company and constitutes a legal, valid and binding obligation of the Company, enforceable against the Company in accordance with its terms.
- (e) The execution, delivery and performance of this Agreement by the Company does not and will not violate any provision of the Company's articles of incorporation or bylaws, or any material agreement to which the Company is a party.
- (f) The Company has obtained all necessary licenses, permits and authorizations required to conduct its business as currently conducted.

- (g) The PRN Tokens, when issued, will be duly authorized and validly issued utility tokens in accordance with the Smart Contract specifications.
- (h) The Company has implemented appropriate security measures to protect the Smart Contract and token generation process.
- (i) The information provided to the Investor regarding the Company, the PRN Tokens, and the Stage One Raise is true and accurate in all material respects.

7.2. **Investor Representations and Warranties.** The Investor represents and warrants to the Company that:

- (a) If the Investor is an entity, it is duly organized, validly existing and in good standing under the laws of its jurisdiction of organization.
- (b) The Investor has full power and authority to enter into this Agreement and to perform its obligations hereunder.
- (c) The execution and delivery of this Agreement by the Investor and the performance of its obligations hereunder have been duly authorized by all necessary action on the part of the Investor.
- (d) This Agreement has been duly executed and delivered by the Investor and constitutes a legal, valid and binding obligation of the Investor, enforceable against the Investor in accordance with its terms.
- (e) The Investor is acquiring the PRN Tokens for its own account and not with a view to or for sale in connection with any distribution thereof.
- (f) The Investor understands that the PRN Tokens are utility tokens intended for use within the PRANACHAIN healthcare blockchain ecosystem and not investment securities.
- (g) The Investor has sufficient knowledge and experience in financial and business matters to evaluate the merits and risks of this investment.

- (h) The Investor acknowledges that no governmental authority has reviewed or approved this Agreement or the offer and sale of PRN Tokens.
- (i) The Investor's participation in the Stage One Raise complies with all applicable laws and regulations in the Investor's jurisdiction.
- (j) The Investor will comply with all KYC, AML and sanctions screening requirements administered by HUMB Launchpad.
- (k) The Investment Amount represents funds that the Investor can afford to lose without material adverse effect on the Investor's financial condition.

7.3. **Survival.** The representations and warranties contained in this Section 7 shall survive the execution and delivery of this Agreement and the Token Generation Event.

## **8. Regulatory Compliance and KYC**

- 8.1. The Investor must successfully complete all compliance procedures required by HUMB Launchpad, including but not limited to know-your-customer (**KYC**), know-your-business (**KYB**) where applicable, anti-money laundering (**AML**) verification, and sanctions screening procedures.
- 8.2. The compliance procedures referenced in Section 8.1 shall be administered by HUMB Launchpad in accordance with Lithuanian Laws and applicable international standards for digital asset platforms.
- 8.3. The Investor represents and warrants that:
  - (a) all information provided during the compliance process is true, accurate, complete, and current;
  - (b) they are not subject to any sanctions, embargoes, or restrictive measures imposed by any governmental authority;
  - (c) the funds used for the Investment Amount are derived from legitimate sources and are not connected to any illegal activities;

- (d) they comply with all applicable laws and regulations in their jurisdiction of residence and citizenship regarding digital asset investments.
- 8.4. The Company reserves the right to request additional documentation or information from the Investor to ensure compliance with applicable regulatory requirements.
- 8.5. Failure by the Investor to complete the compliance procedures to HUMB Launchpad's satisfaction may result in:
  - (a) rejection of the Investor's participation in the Stage One Raise;
  - (b) cancellation of any Token Entitlement; and
  - (c) refund of the Investment Amount, subject to HUMB Launchpad's terms and conditions and applicable processing fees.
- 8.6. The Investor acknowledges that regulatory requirements may change and agrees to provide additional information or documentation as may be reasonably required to maintain compliance.
- 8.7. All personal data and information collected during the compliance process will be handled in accordance with applicable data protection laws and HUMB Launchpad's privacy policy.
- 9. Risk Disclosures**
- 9.1. The Investor acknowledges and accepts that investing in PRN tokens involves significant risks, and by executing this Agreement, the Investor confirms that they have independently assessed and are willing to assume all such risks.
- 9.2. **Market and Economic Risks**
  - (a) The value of PRN tokens may be extremely volatile and could decline to zero, resulting in total loss of the Investment Amount.
  - (b) There is no guarantee that PRN tokens will be listed on any cryptocurrency exchange or that any secondary market will develop or be maintained.

- (c) Market liquidity for PRN tokens may be limited or non-existent, making it difficult or impossible to sell tokens even after the Lock-up Period expires.
- (d) Cryptocurrency markets are subject to manipulation, speculation, and extreme price fluctuations that may not reflect underlying utility or adoption.
- (e) Economic conditions, including recession, inflation, or financial crises, may adversely affect the blockchain industry and token values.

### 9.3. **Regulatory and Legal Risks**

- (a) Regulatory treatment of tokens and blockchain technology is uncertain and evolving, and future regulatory changes may prohibit or restrict token ownership, trading, or use.
- (b) Government authorities may classify PRN tokens as securities or other regulated instruments, which could impose additional compliance requirements or restrictions.
- (c) The Company may be required to modify, restrict, or cease operations due to regulatory developments, which could negatively impact token utility and value.
- (d) Tax treatment of tokens is uncertain and may change, potentially resulting in unexpected tax liabilities for the Investor.
- (e) Legal proceedings or regulatory enforcement actions against the Company or similar blockchain projects could adversely affect PRN tokens.

### 9.4. **Technical and Operational Risks**

- (a) Smart contracts and blockchain technology are experimental and may contain bugs, vulnerabilities, or security flaws that could result in loss or theft of tokens.
- (b) The Ethereum blockchain or other supporting infrastructure may experience technical failures, congestion, or attacks that could disrupt token functionality.



- (c) Cybersecurity breaches, hacking attacks, or technical vulnerabilities could compromise the security of PRN tokens or the Company's systems.
- (d) Loss of private keys or wallet access could result in permanent loss of PRN tokens with no possibility of recovery.
- (e) The Company may fail to successfully develop, maintain, or enhance the PRANACHAIN ecosystem, reducing or eliminating token utility.

#### 9.5. **Business and Development Risks**

- (a) The Company is an early-stage technology company with limited operating history, and there is no assurance of successful business execution or adoption.
- (b) The healthcare blockchain market is highly competitive and rapidly evolving, and the Company may fail to achieve market acceptance or compete effectively.
- (c) Key personnel may leave the Company, or the Company may fail to attract and retain qualified team members necessary for success.
- (d) The Company may experience funding shortfalls that could delay, limit, or prevent the development of the PRANACHAIN ecosystem.
- (e) Integration challenges, technical delays, or changes in project scope may impact the timeline or functionality of PRN tokens.

#### 9.6. **Specific Project Risks**

- (a) The Stage One Raise may not achieve its fundraising targets, which could affect the Company's ability to provide adequate liquidity or market-making support.
- (b) The planned cross-chain migration from Solana to Ethereum may encounter technical difficulties or delays that could impact token functionality.
- (c) Healthcare regulatory requirements may impose additional compliance costs or restrictions that could limit the utility or adoption of PRN tokens.

- (d) The six-month lock-up period may coincide with adverse market conditions, potentially limiting the Investor's ability to realize value upon unlock.

9.7. The risks described in this Section are not exhaustive, and other risks may emerge that could materially and adversely affect the Investment Amount, PRN tokens, or the Company's business.

9.8. The Investor represents that they have sufficient knowledge, experience, and financial resources to understand and bear these risks, and that the Investment Amount represents funds that the Investor can afford to lose entirely.

## **10. No Guarantees**

10.1. The Company makes no representations, warranties, or guarantees regarding the future listing of PRN tokens on any cryptocurrency exchange, trading platform, or secondary market.

10.2. The Company does not guarantee or represent that PRN tokens will:

- (a) increase in value or maintain any particular value;
- (b) be liquid or tradeable on secondary markets;
- (c) be accepted by third parties as payment or for any other purpose;
- (d) continue to have utility or functionality within the Company's ecosystem.

10.3. The Investor acknowledges that cryptocurrency and digital asset markets are highly volatile and speculative, and that the value of PRN tokens may decrease significantly or become worthless.

10.4. The Company makes no guarantees regarding:

- (a) the timing, success, or completion of any future fundraising stages beyond Stage One;

- (b) the development, launch, or continued operation of the PRANACHAIN ecosystem;
  - (c) regulatory approval or compliance in any jurisdiction;
  - (d) the technical performance or functionality of PRN tokens or underlying blockchain infrastructure.
- 10.5. The Investor acknowledges that this SAFT does not constitute any form of investment advice, and that the Company has made no recommendations regarding the suitability of this investment for the Investor's particular circumstances.
- 10.6. No oral or written statements, representations, or information provided by the Company, its employees, agents, or affiliates shall create any warranty or guarantee not expressly set forth in this Agreement.
- 11. Limitation of Liability**
  - 11.1. **Total Liability Cap.** Except in cases of fraud, wilful misconduct, or gross negligence, the Company's total aggregate liability to the Investor under this Agreement, whether in contract, tort, or otherwise, shall not exceed the Investment Amount paid by the Investor hereunder.
  - 11.2. **Exclusion of Consequential Damages.** In no event shall the Company be liable to the Investor for any indirect, incidental, special, consequential, or punitive damages, including but not limited to loss of profits, loss of data, loss of business opportunities, or diminution in value of tokens, regardless of whether such damages were foreseeable or the Company has been advised of the possibility of such damages.
  - 11.3. **Technology-Related Limitations.** The Company shall not be liable for any losses, damages, or delays resulting from:
    - (a) blockchain network congestion, failures, or technical issues;
    - (b) smart contract vulnerabilities or exploits not caused by the Company's gross negligence;

- (c) third-party platform failures, including exchanges or wallet providers;
  - (d) regulatory actions or changes in law affecting token utility or transferability.
- 11.4. **Market Performance Disclaimer.** The Company makes no representations or warranties regarding token price, market performance, or investment returns, and shall have no liability for market volatility or adverse price movements of PRN tokens.
- 11.5. **Force Majeure.** The Company shall not be liable for any failure or delay in performance under this Agreement due to circumstances beyond its reasonable control, including but not limited to acts of God, government actions, network attacks, or other unforeseeable events.
- 11.6. **Limitation Period.** Any claim against the Company must be commenced within twelve (12) months after the earlier of: (i) the date the claim accrued, or (ii) the date the Investor knew or reasonably should have known of the facts giving rise to the claim.
- 12. Confidentiality**
- 12.1. All non-public information disclosed by either Party to the other Party under this Agreement shall be deemed **Confidential Information** and shall be held in strict confidence.
- 12.2. Confidential Information includes but is not limited to technical specifications, business plans, financial information, Smart Contract code, tokenomics details, strategic partnerships, marketing plans, and any other proprietary information related to the Company's operations or the PRN token ecosystem.
- 12.3. Each Party agrees to:
- (a) maintain the confidentiality of all Confidential Information received from the other Party;
  - (b) not disclose such Confidential Information to any third party without the prior written consent of the disclosing Party;

- (c) use such Confidential Information solely for the purposes of this Agreement;
- (d) implement reasonable security measures to protect against unauthorized disclosure of Confidential Information.

12.4. The obligations in this Section 12 shall not apply to information that:

- (a) is or becomes publicly available through no breach of this Agreement;
- (b) was known to the receiving Party prior to disclosure hereunder;
- (c) is independently developed by the receiving Party without use of Confidential Information;
- (d) is required to be disclosed by law, regulation, or court order, provided that the receiving Party gives prompt notice to the disclosing Party of such requirement.

12.5. The confidentiality obligations under this Section 12 shall survive termination of this Agreement and continue for a period of **three (3) years** following such termination.

12.6. Each Party acknowledges that breach of this confidentiality provision may cause irreparable harm and agrees that the non-breaching Party shall be entitled to seek injunctive relief in addition to any other available remedies.

### **13. Governing Law and Dispute Resolution**

13.1. This Agreement shall be governed by and construed in accordance with the laws of Lithuania, without regard to its conflict of laws principles.

13.2. The Parties acknowledge that the governing law of Lithuania is consistent with the legal framework governing the IEO/IDO Listing Agreement – Stage 1 between the Company and HUMB Launchpad.

13.3. Any dispute, controversy, or claim arising out of or relating to this Agreement, or the breach, termination, or invalidity thereof, shall be submitted to the exclusive jurisdiction of the competent courts of Lithuania.

- 13.4. Each Party hereby irrevocably submits to the jurisdiction of the Lithuanian courts and waives any objection to proceedings in such courts on the grounds of venue or on the grounds that the proceedings have been brought in an inconvenient forum.
- 13.5. Notwithstanding the foregoing, either Party may seek interim or injunctive relief in any court of competent jurisdiction to protect its rights or prevent irreparable harm.
- 13.6. The Parties agree that any legal proceedings shall be conducted in the English language, with certified translations provided where required by Lithuanian law.
- 13.7. This Agreement may be executed in counterparts and by electronic signature, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

#### **14. Termination and Remedies**

##### **14.1. Termination by Company**

- (a) The Company may terminate this Agreement immediately upon written notice to the Investor if:
- (i) the Investor fails to complete required KYC, KYB, AML, or sanctions screening procedures within the timeframes specified by HUMB Launchpad;
  - (ii) the Investor materially breaches any representation, warranty, or covenant under this Agreement and fails to cure such breach within thirty (30) days of written notice;
  - (iii) the Investor is determined to be located in a jurisdiction where the Stage One Raise is prohibited or restricted;
  - (iv) the Stage One Raise is cancelled or suspended by HUMB Launchpad or regulatory authorities; or

- (v) the Company determines in good faith that continuation of this Agreement would violate applicable laws or regulations.

#### **14.2. Termination by Investor**

- (a) The Investor may terminate this Agreement by written notice to the Company if:
  - (i) the Company materially breaches this Agreement and fails to cure such breach within sixty (60) days of written notice; or
  - (ii) the TGE has not occurred within twenty-four (24) months of the Effective Date, provided that such delay is not due to regulatory requirements or Force Majeure events.

#### **14.3. Automatic Termination**

- (a) This Agreement shall terminate automatically if:
  - (i) the Stage One Raise fails to achieve its minimum funding requirements as determined by HUMB Launchpad;
  - (ii) the Company ceases operations or becomes insolvent; or
  - (iii) the PRN token project is permanently discontinued.

#### **14.4. Effect of Termination**

- (a) Upon termination prior to the TGE, the Company shall refund the Investment Amount to the Investor within sixty (60) days, less any applicable platform fees or transaction costs.
- (b) Upon termination after the TGE but during the Lock-up Period, the Investor's PRN tokens shall remain subject to existing restrictions until the natural expiry of the Lock-up Period.
- (c) Termination shall not affect any rights or obligations that accrued prior to the effective date of termination.

#### **14.5. Remedies**

- (a) The remedies set forth in this Agreement are cumulative and not exclusive of any other remedies available at law or in equity.
- (b) In the event of breach, the non-breaching party may seek specific performance, injunctive relief, or damages, subject to the limitations set forth in Section 11.
- (c) No failure or delay in exercising any right or remedy shall constitute a waiver of such right or remedy.

#### **15. Miscellaneous Provisions**

##### **15.1. Amendment**

- (a) This Agreement may only be amended, modified, or supplemented by a written instrument signed by both Parties.
- (b) No oral agreements, representations, or warranties shall modify or supplement the terms of this Agreement.

##### **15.2. Severability**

- (a) If any provision of this Agreement is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such provision shall be deemed severed from this Agreement.
- (b) The remaining provisions of this Agreement shall continue in full force and effect, and the Parties shall negotiate in good faith to replace any severed provision with a valid provision that achieves the same commercial purpose.

##### **15.3. Entire Agreement**

- (a) This Agreement, together with any exhibits, schedules, or attachments hereto, constitutes the entire agreement between the Parties with respect to the subject matter hereof.



- (b) This Agreement supersedes all prior negotiations, representations, agreements, and understandings between the Parties relating to the subject matter hereof, whether written or oral.

**15.4. Assignment**

- (a) The Investor may not assign, transfer, or delegate any of its rights or obligations under this Agreement without the prior written consent of the Company.
- (b) The Company may assign this Agreement without the Investor's consent in connection with a merger, acquisition, or sale of substantially all of its assets.

**15.5. Notices**

- (a) All notices, requests, consents, and other communications under this Agreement shall be in writing and delivered by email or registered mail to the addresses specified in the preamble of this Agreement.
- (b) Notices shall be deemed received upon confirmed email delivery or three (3) business days after posting if sent by registered mail.

**15.6. Waiver**

- (a) No failure or delay by either Party in exercising any right, power, or privilege under this Agreement shall operate as a waiver thereof.
- (b) Any waiver must be in writing and signed by the Party making such waiver.

**15.7. Counterparts**

- (a) This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.
- (b) Electronic signatures shall be deemed valid and binding for all purposes.

**15.8. Survival**

- (a) The provisions of Sections 10 (Risk Disclosures), 11 (Limitation of Liability), 12 (Confidentiality), 13 (Governing Law), and this Section 15 shall survive the termination or expiration of this Agreement.

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**PRANACHAIN**

By: \_\_\_\_\_

Name: [AUTHORIZED SIGNATORY NAME]

Title: [TITLE]

Date: [DATE]

[INVESTOR NAME]

By: \_\_\_\_\_

Name: [INVESTOR SIGNATORY NAME]

Title: [TITLE] (if applicable)

Date: [DATE]

**Witness** (if required by applicable law):

By: \_\_\_\_\_

Name: [WITNESS NAME]

Date: [DATE]

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**Schedule 1****1.1. Investor Details**

- (a) Investor Name: \_\_\_\_\_
- (b) Investor Entity Type: \_\_\_\_\_
- (c) Principal Address: \_\_\_\_\_
- (d) Contact Email: \_\_\_\_\_

**1.2. Investment Amount**

- (a) USD Investment Amount: \$ \_\_\_\_\_
- (b) Payment Currency: USDT (ERC-20)
- (c) USDT Payment Amount: \_\_\_\_\_

**1.3. Token Allocation**

- (a) Stage One Price: USD \$0.03 per PRN Token
- (b) Token Entitlement: \_\_\_\_\_ PRN Tokens
- (c) Calculation: Investment Amount ÷ \$0.03 = Token Entitlement

**1.4. Payment Information**

- (a) HUMB Wallet Address (USDT-ERC20): \_\_\_\_\_
- (b) Payment Deadline: \_\_\_\_\_
- (c) Notification Email: PRN-Stage1@humb.io

**1.5. Transaction Details**

- (a) Transaction Hash (TXID): \_\_\_\_\_

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(b) Payment Date: \_\_\_\_\_

(c) Confirmation Status: \_\_\_\_\_

## **SCHEDULE 2 - LOCK-UP AND VESTING SCHEDULE**

### **2.1 Lock-up Period**

All PRN Tokens issued to the Investor under this Agreement shall be subject to a Lock-up Period of six (6) months commencing from the date of token distribution following the Token Generation Event.

### **2.2 Transfer Restrictions During Lock-up**

- (d) During the Lock-up Period, the Investor shall not, and shall be technically prevented from, transferring, selling, pledging, hypothecating, granting security interests in, or otherwise disposing of any PRN Tokens received under this Agreement.
- (e) The transfer restrictions shall be enforced through technical mechanisms at both the platform level and smart contract level to ensure compliance.
- (f) Any attempted transfer during the Lock-up Period shall be automatically rejected by the underlying smart contract infrastructure.

### **2.3 Uniform Application**

The Lock-up Period applies uniformly to all Stage One Raise participants, including PRN Tokens allocated to HUMB as fees, ensuring equitable treatment across all stakeholders.

### **2.4 No Vesting Schedule**

Following expiration of the Lock-up Period, 100% of the Investor's PRN Token allocation shall become immediately transferable without any graduated vesting schedule or additional restrictions.

### **2.5 Lock-up Release**

- (g) The Lock-up Period shall automatically expire at 11:59 PM UTC on the date that is six (6) months after the initial token distribution date.

- (h) Upon expiration of the Lock-up Period, all technical restrictions on token transfers shall be automatically removed from the smart contract.
- (i) The Company shall provide the Investor with written notice at least seven (7) days prior to the Lock-up Period expiration date.

## **2.6 Emergency Exceptions**

Notwithstanding the foregoing restrictions, PRN Tokens may be transferred during the Lock-up Period only in the following limited circumstances:

- (j) By operation of law pursuant to a court order or legal requirement;
- (k) To a qualified custodian for safekeeping purposes, provided such custodian agrees in writing to maintain the Lock-up Period restrictions; or
- (l) With the prior written consent of the Company, which consent may be withheld in the Company's sole discretion.