

## NOTICE TO RESIDENTS OF THE UNITED STATES

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.

**TYKCOIN**, a product of **STAGEWOOD CONSORTIUM, INC.**

### **SAFT** **(Simple Agreement for Future Tokens)**

THIS CERTIFIES THAT in exchange for the payment by the undersigned purchaser (the “**Purchaser**”) of \$\_\_\_\_\_ (the “**Purchase Amount**”) on or about \_\_\_\_\_ 20\_\_, Stagewood Consortium, Inc., a Delaware corporation (the “**Company**”), hereby issues to the Purchaser the right (the “**Right**”) to certain units of TYKCOIN (the “**Token**” or “**TYKCOIN**”), subject to the terms set forth below.

#### **1. Events**

(a) **Network Launch.** If there is a Network Launch before the expiration or termination of this instrument, the Company will automatically issue to the Purchaser a number of units of the Token equal to the Purchase Amount divided by the Discount Price.

In connection with and prior to the issuance of Tokens by the Company to the Purchaser pursuant to this Section 1(a):

(i) The Purchaser will execute and deliver to the Company any and all other transaction documents related to this SAFT, including verification of accredited investor status or non-U.S. person status under the applicable securities laws; and

(ii) The Purchaser will provide to the Company a network address for which to allocate Purchaser's Tokens upon the Network Launch.

(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 multiplied by the Discount Rate (the “**Discounted 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 Discounted

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 Discounted Purchase Amounts they would otherwise be entitled to receive pursuant to this Section 1(b). Any distributed amounts shall be in U.S. Dollars.

(c) **Termination.**

The SAFT shall terminate upon the earlier of (i) the Network Launch; (ii) the payment or setting aside of payment of amounts due to the Investor upon a Dissolution Event, which shall include (a) a voluntary termination of operations of the Company, (b) a general assignment for the benefit of the Company's creditors or (c) any other liquidation, dissolution or winding up of the Company, whether voluntary or involuntary; or (iii) the failure to obtain net proceeds of more than US\$1,000,000.00 from the sale of all rights pursuant to the SAFTs, provided, that in the case of (iii), the Company shall have the obligation to repay to each Investor the full amount of such Investor's investment (the "Purchase Amount"). "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

## 2. **Definitions**

"**Discount Price**" means the starting bidding price per Token determined by the Company and offered to the public during the Initial Coin Offering and Network Launch multiplied by the Discount Rate.

"**Discount Rate**" is 40%.

"**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.

"**Network Launch**" means a *bona fide* transaction or series of transactions, pursuant to which the Company will sell the Tokens to the general public in a publicized product launch.

"**SAFT**" means an agreement containing a future right to units of Tokens purchased by Purchasers, similar in form and content to this agreement, which a significant portion of the amount raised under the SAFTs will be used to fund the Company's development of a decentralized blockchain-based computer network (the "**Network**") that enables reliable, secured and trusted business collaborations between all entities working under a common platform ultimately resulting in a reduction in transaction costs among the participants, which will have an impact on the price of the service for the user.

### **3. *Company Representations***

(a) The Company is a corporation duly organized, validly existing and in good standing under the laws of Delaware, and has the power and authority to own, lease and operate its properties and carry on its business as now conducted.

(b) 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 of incorporation 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.

(c) 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.

(d) 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 qualifications or filings under applicable securities laws.

(e) The Company is currently seeking registration of its trademarks and service marks from the United States Patent and Trademark Office (the Company's Marks). A schedule of the Company's Marks will be provided upon request. The Company intends to protect and defend its intellectual property rights in the future, including the Company's Marks, other trademarks or service marks, trade names, copyrights, trade secrets, information, inventions, processes and other intellectual property rights the Company may acquire, develop or possess.

### **4. *Purchaser Representations***

(a) The Purchaser has full legal capacity, power and authority to execute and deliver this instrument and to perform its obligations hereunder. This instrument constitutes 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.

(b) 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.

(c) The Purchaser enters into this SAFT with the predominant expectation that he, she or it, as the case may be, will profit upon the successful development and Network Launch arising from the efforts of the Company and its employees to develop and market the Stagewood Network and the launch and related sale of the Tokens.

#### **5. *Procedures for Purchase of Rights and Valuation of Purchase Amount.***

(a) The Company will accept payment for the Right purchased under this SAFT in U.S. Dollars, Bitcoin or Ether. Purchaser shall make the required payment to the Company in consideration for Purchaser's purchase of the Right pursuant to the SAFT through the procedures set forth on Exhibit A hereof.

(b) For purposes of this instrument, the value of the Purchase Amount shall be deemed in Ether whether the Purchaser pays in U.S. Dollars, Bitcoin or Ether, valued at the Applicable Exchange Rate for Ether. The term "**Applicable Exchange Rate**" shall mean the volume-weighted average daily price of Ether as listed by Coinbase Exchange at the time that the Company notifies the Purchaser, in writing, that the Company has accepted Purchaser's offer to purchase the Right under this SAFT. The exchange rate will be documented in the Company notification.

#### **6. *Miscellaneous***

(a) 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.

(b) 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.

(c) The Purchaser is not entitled, as a holder of this instrument, to vote or receive dividends or be deemed the holder of capital stock of the Company for any purpose, nor will anything contained herein be construed to confer on the Purchaser, as such, any of the rights of a stockholder of the Company or any right to vote for the election of directors or upon any matter submitted to stockholders at any meeting thereof, or to give or withhold consent to any corporate action or to receive notice of meetings, or to receive subscription rights or otherwise.

(d) 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.

(e) 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.

(f) All rights and obligations hereunder will be governed by the laws of Delaware, without regard to the conflicts of law provisions of such jurisdiction.

*(Signature page follows)*



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

**STAGEWOOD CONSORTIUM, INC.**

By: \_\_\_\_\_  
By: Santiago Figueroa  
Its: Chief Executive Officer

**PURCHASER:**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Email: \_\_\_\_\_

## Exhibit A

Procedures should include:

- Review of Documents by candidate investor including:
  - Private Placement Memorandum
  - SAFT Agreement
  
- Fill and sign:
  - Authorized Investor questionnaire
  - The SAFT agreement
  
- Turn in documents with Investment funds or confirmation of fund transfers to one of the StageWood Consortium Accounts by any of the following means:
  - Bank Check payable to StageWood Consortium, Inc. delivered to:  
4800 Alton Road, Miami Beach, FL 33140
  - Confirmation of Wire transfer to StageWood Consortium, Inc corporate bank account:
    - Account Number: 262705152
    - Routing Number: 267084131
    - Bank Name: JP Morgan Chase Bank, N. A.
    - Account Title: STAGEWOOD CONSORTIUM, INC
    - Address: 4800 Alton Road, Miami Beach, FL 33140
    - Phone Number: 786 607-5911
  
  - Confirmation of Bitcoin or Ether transfer to StageWood Consortium, Inc Corporate Account addresses:
    - Bitcoin Account Address:  
1F7DKv5GwgboLK2i3eqiTWNZH9atfdSSD



- Ether Account Address:  
0x78AE462cbb87ff967F3c9E29606114505F4B3f30

