

**Simple Agreement for Future Tokens
(‘SAFT’)**

effective as of 14 June 2022

between

OPP Systems Ltd on behalf of **SHAKA DeFi** (‘ASSOCIATION’)

whose registered address is

Spectrum House, Beehive Ring Road, Gatwick
Airport, RH6 OLG, UK

and

Gaxsys Holdings (‘CONTRIBUTOR’)

whose registered address at

Bahnhofplatz, 6300 Zug, Switzerland

By electronic way of accepting the terms and offer

Singly referred to as the “Party” and collectively the “Parties”

The Contributor is interested in making a contribution to the project and receiving allocated Tokens in return, as defined herein.

THIS SAFT CONSTITUTES THE AGREEMENT THAT in exchange for the Contribution by a registered Contributor in USDT to the Association, the Association hereby issues to the Contributor the right to obtain 125,000,000 cryptographic utility tokens (**SHAKA Utility Tokens “SHAKA”, Total Supply: 3,750,000,000**) on the terms set forth below.

1. Offer of Future Utility Tokens (Private Strategic Round)

In consideration of the Contributor’s contribution (“**Contribution**”) to the Project, the Association will issue 125,000,000 (in words: one hundred and twenty-five million) newly minted SHAKA Tokens (“Total Granted SHAKA Tokens”) in favor of the Contributors at a price of USDT \$0.002, (or the equivalent value in other currencies) per SHAKA Token. The performance by the Association of the obligations of the Association under this SAFT will

duly discharge the Association from its obligations to the Contributor.

In connection with the issuance of SHAKA Tokens by the Association to the Contributor pursuant to this Section the Contributor hereby acknowledges to have full understanding of the following terms:

- **Lock-Up/Vesting** – The SHAKA Tokens shall be subject to a Lock-Up/Vesting period as described below:

The Association shall distribute 20% of the Total Granted SHAKA Tokens (**'Initial Release'**) on the date and time on which the newly minted SHAKA Tokens are listed on any (centralised or decentralised) crypto exchange or any other marketplace that enables the trade of the newly minted SHAKA Tokens (**'First Unlock Date'**).

Following which the remaining Total Granted SHAKA Tokens (**'Vested Tokens'**) will be distributed in blocks of 20% as follows;

- 20% thirty days thereafter
 - 20% ninety days thereafter
 - 20% one hundred and eighty days thereafter
 - 20% two hundred and seventy days thereafter
- **Token Delivery** – The Initial Release will be delivered to the Contributor and the Vested Tokens will be redeemable via a smart contract that will activate on the **'First Unlock Date'**
 - **Payment Delivery** – The Contributor is obligated to deliver the payment, and the Association is obligated to deliver a fully executed copy of the SAFT agreement on the designated completion date.
 - In addition to the KYC/AML obligations within the registration process, the Contributor may be requested to provide additional identification documents which will allow the Association to fulfill its KYC compliance obligations, such but not limited to identity cards, UBO statement and any other requirements under the applicable anti-money laundering regulations.

If for any (legal) reason the Association determines that there are suspicions of money laundering activities or ties with the funding of terrorism, the Association will take precautionary measures, including notifying the authorities. The competence to evaluate the aforementioned issues will be at the sole discretion of the Association without any right to appeal for the Contributor. The Contributor acknowledges and agrees that the Association may be legally obligated to disclose the Contributor's information to the competent authorities if any of the aforementioned issues has been determined.

- **Contribution Amount** – The Contributor commits to contribute to the Association the amount selected in any of the accepted currencies at the time of the sale and as indicated in the Offer, which is individual to each contributor and includes indication of the currency, amount and address in the respective currency, including payment details. Token shall be allocated at a price of USDT \$0.002. If the Contribution Amount is transferred and received in any other currency than any of the accepted currencies at the time of the sale, the equivalent value of USDT will be calculated by the Association based on the exchange rates at the day the contributions arrive at the Association’s wallet on a best effort basis.
- The Contribution will be needed to develop the projects of the Association and is neither directly invested, nor subject to interest payments. The Contributor is herewith informed explicitly that neither is the Association supervised by the Swiss Financial Markets Supervisory Authority (FINMA), nor is his/her Contribution covered by any form of deposit protection.

2. Definitions

‘Affiliate’ means, with respect to any Person, any individual, partnership, corporation, trust or other entity that directly or indirectly controls, or is controlled by, or is under common control with, such Person, where control means the direct or indirect ownership of more than fifty percent (50%) of the outstanding shares or other ownership interests having ordinary voting power to elect directors or the equivalent. For the avoidance of doubt, (i) Affiliate of any Person that is an investment fund or account (or a subsidiary of any such investment fund or account) shall include each other investment fund or account (or a subsidiary of any such other investment fund or account) managed by the same fund manager, and (ii) Affiliate of any Person that is an individual shall include the spouse, offspring, and parents of such individual.

‘Person’ means any natural person, firm, partnership, association, corporation, company, trust, public body or government or other entity of any kind or nature.

‘Project’ means the development through fundraising efforts of a multi-token yield generating farm and DEX platform as described in the SHAKA White Paper.

“SAFT” means an instrument containing a future right to Utility Tokens, similar in form and content to this instrument, purchased by future members for the purpose of funding the Association’s business operations. References to this “SAFT” mean this specific instrument.

“Token” means the type of utility token native to the Project which is a digital unit resulting from the records in blockchain or other type of distributed ledger.

“Tokenization” refers to a process of issue of tokens.

“Offer” – refers to the offer as described in Appendix 1 at the end of this document.

3. Termination

This SAFT will expire and terminate (without relieving the Association or Contributor of any obligations arising from a prior breach of or non-compliance with this SAFT) upon the delivery of Total Granted SHAKA Tokens issued to the Contributor pursuant to Section 1.

4. Confidentiality

- Each Party acknowledges that in connection with this SAFT, such Party may have access to Proprietary Information (as defined below). Each Party agrees that, for five (5) years after agreement to this SAFT by the Parties hereto, it will not (i) use any Proprietary Information, except if the Party to which it belongs agrees to disclose this Proprietary Information on a case-by-case basis, or (ii) disclose to others any Proprietary Information, except to such extent as may be necessary in connection with this SAFT. In addition, the Contributor shall keep confidential the existence and content of this SAFT unless and until the Association discloses the existence and/or content of this SAFT. The Contributor will solely be entitled to disclose the same information concerning this SAFT as disclosed by the Association. However, if disclosure is required by law, in the reasoned opinion of counsel to the Contributor, the Contributor shall give the Association at least thirty (30) days written notice before such disclosure and shall disclose only such information as is required by law and shall work to maintain the confidential nature of such disclosure.
- For purposes of this SAFT, 'Proprietary Information' of a Party shall mean all information (whether patentable or copyrightable) owned, possessed, or used by a Party, including without limitation any trade secrets, know-how, data, processes, formulas, methods, technology, pricing, business plans, software, customers and prospective customers, partners and prospective partners, suppliers, development plans, and sales and marketing information. A 'Party's' obligations under this Section shall not apply to any information that:
 - (i) is or becomes known to the public under circumstances involving no breach by the other Party of the terms of this Section,
 - (ii) is generally disclosed to third parties by the disclosing Party without restriction on such third parties, or
 - (iii) is approved for release by written authorization of the disclosing

Party.

5. No Fiduciary Duty

The Contributor is not the agent or employee of the Association or the Association's Affiliates or the Project and each Party hereto is independently responsible for its own actions or omissions. The Parties agree that it is not their intention to create a fiduciary relationship between themselves. Without limiting the foregoing and irrespective of the receipt of Proprietary Information, the Association acknowledges and agrees that:

- (i) the Contributor has not acted, is not acting and will not act in a fiduciary or similar capacity with respect to, the Project or the Associate or the Association's Affiliates or any other third party and neither a previous nor existing relationship between the Contributor, the Association or the Association's Affiliate, or the Project will be deemed to create a fiduciary relationship; and
- (ii) the Contributor has not assumed and is not assuming any duties or obligations other than those expressly set out in any written agreement executed between the Parties and such duties, if any, shall be owed solely to the Project.

6. Association Representations

The Association is validly existing and in good standing under the laws of the United Kingdom, and has full legal capacity, power, and authority to execute and deliver this SAFT and to perform its obligations hereunder.

- This SAFT constitutes a legal, valid, and binding obligation of the Association, enforceable against the Association 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 its knowledge, the Association is at the date of this SAFT not in violation of (i) its current certificate of incorporation or bylaws, (ii) any material statute, rule or regulation applicable to the Association, or (iii) any material debt or contract to which the Association 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 Association.
- The performance and consummation of the transactions contemplated by this SAFT do not and will not: (i) violate any material judgment, statute, rule or

regulation applicable to the Association;(ii) result in the acceleration of any material debt or contract to which the Association is a party or by which it is bound; or (iii) result in the creation or imposition of any lien on any property, asset or revenue of the Association or the suspension, forfeiture, or nonrenewal of any material permit, license or authorization applicable to the Association, its business or operations.

No consents or approvals are required in connection with the performance of this SAFT, other than the Association's board approvals. To the knowledge of the Association, no qualifications or filings under applicable securities laws is necessary, and the Association makes no express or implied warranties as to any liabilities or requirements imposed on the Association by financial authorities under applicable securities regulations following the date of this SAFT, or from any consequences thereof. The Contributor accepts and acknowledges that the Association may have to refund the Total Granted SHAKA Utility Tokens to the Contributor at any point should it be required under applicable law or due to a significant change in the Association's legal position concerning securities regulations or otherwise.

- To the best of its knowledge, the Association owns or possesses (or can obtain on commercially reasonable terms) sufficient legal rights to all patents, trademarks, service marks, trade names, copyrights, trade secrets, licenses, information, processes, and other intellectual property rights necessary for its business as now conducted and as currently proposed to be conducted, without any conflict with, or infringement of the rights of, others.

7. Contributor Representations

- The Contributor declares to have full legal capacity, power, and authority to execute and deliver this SAFT and to perform its obligations hereunder. This SAFT constitutes a valid and binding obligation of the Contributor, enforceable in accordance with its terms, except as limited by bankruptcy, insolvency or other laws of general application relating to or affecting the enforcement of creditors' rights generally and general principles of equity.
- The Contributor is purchasing the SHAKA Tokens to contribute to the projects of the Association, for the financing and supporting of the Association's goals, to be acquired hereunder not as an investment, not as a nominee or agent, and not with a view to, or for resale in connection with, the distribution thereof, and the Contributor has no present intention of selling, granting any participation in, or otherwise distributing the same.
- The Contributor has the clear intention to support the Association and has such

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

- The Contributor confirms to have performed necessary investigations and due diligence of the Association and the SHAKA Tokens, including any Token attributes and the Association's White Paper. The Contributor waives any further right to carry out commercial, technical, financial or legal due diligence following the execution of this SAFT.

8. Miscellaneous

- This SAFT may not be amended, waived, or modified without the written consent of the Parties.
- Any notice required or permitted by this SAFT will be deemed sufficient when sent by email to the relevant address listed on the signature page.
- Neither this SAFT nor the rights in this SAFT are transferable or assignable, by operation of law or otherwise, by either party without the prior written consent of the other; provided, however, that this SAFT and/or its rights may be assigned without the Association's consent by the Contributor to any Affiliate of the Contributor; and provided, further, that the Association may assign this SAFT in whole, without the consent of the Contributor, in connection with a reincorporation, corporate restructuring or to any Affiliate as the case may be.
- Each Party is solely responsible for its own tax treatment of this SAFT. The Contributor shall bear its own risk of any taxes from its purchase, use and ownership of the SHAKA Utility Tokens. Under no circumstances shall the Association be responsible for the Contributor's tax treatment of this SAFT, the SHAKA Utility Tokens or any other related agreement between the Parties, whether direct or indirect taxes. The Contributor is solely liable for any other indirect taxes related to this SAFT, if applicable.
- Each Party carries its own costs and expenses incurred in connection with this SAFT.
- In the event any one or more of the provisions of this SAFT 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 SAFT operate or would prospectively operate to invalidate this SAFT, 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 SAFT and the remaining provisions of this SAFT will remain operative and in full force and effect and will not be affected, prejudiced, or disturbed thereby.

- This SAFT may be executed electronically, without a physical signature, by the way of effecting the Offer payment and all of which together evidence the same SAFT.
- This SAFT and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of the United Kingdom and shall be exclusively settled by the courts of England & Wales.

The parties have executed this SAFT agreement as of the Effective Date specified above.

Contributor

Signature  _____

Name _____

Association

Signature  _____

Name _____

Witnessed by

Signature  _____

Name _____

Date _____

Signature  _____

Name _____

Date _____

Appendix 1: Offer

The private strategic sale is offering SHAKA 125,000,000 tokens for the consideration of USDT \$250,000.

Token type	Utility token
Token ticker	SHAKA
Investment currency	USDT
Price per token	\$0.002
Investment amount	\$250,000 USDT
Wallet address	[REDACTED]