

# SAFT contract

... (hereinafter referred to as "**A**") and ... (hereinafter referred to as "**B**"); A and B individually "**Party**," collectively referred to as "**Parties**," enter into a token sales contract (hereinafter referred to as "**this Agreement**") as follows for cooperation in creating a ONEPAY (hereinafter referred to as "**ONT**") token ecosystem.

## Article 1 [Purpose]

This contract aims to establish rights, obligations, and agreements between the parties in relation to B's cooperation in creating an ecosystem through the diversification of ONEPAY (ONT) token holders issued by A and to implement them faithfully.

## Article 2 [Definition of Terms]

The meanings of the terms used in this Agreement are as follows.

1. "ONT" refers to tokens issued for the purpose of exercising voting rights on the ecosystem operation policy of Blockchain technology-based games.
2. "Lockup period" refers to the period during which ONEPAY (ONT) cannot be traded.
3. "Digital wallet" refers to a service that exchanges tokens and coins.
4. "Quantity" refers to the number of tokens and coins.

## Article 3 [B's rights and lock-up period]

1. B may use the ONEPAY (ONT) (hereinafter referred to as "ONT" transmitted through this contract signed with A to propose a governance vote and participate in the agenda for the operation of the blockchain game project.
2. ONEPAY (ONT) must go through the lock-up period (hereinafter referred to as the "lock-up period of this contract") by [December 15, 2023] according to the method specified by A. A shall release the digital wallet (c) lock-up for 1/36 of B's total ONEPAY (ONT) every month (30 days) from the date of release of the lock-up period of this contract.
3. B may transfer the ONEPAY (ONT) to a third party only with A's prior approval for the advisor ONEPAY (ONT) that has not been unlocked.

## Article 4 [Duties of the Parties]

1. B cannot use ONEPAY (ONT) for illegal activities such as money laundering and supporting them and must comply with relevant laws and regulations in relation to the use of ONEPAY (ONT).
2. B may freely transfer it to a third party only for ONEPAY (ONT) that lock-up has been released.

3. B's purchase of ONEPAY (ONT) is irrelevant to the loan of funds to A, and ONEPAY (ONT)'s ownership does not correspond to voting rights, repayment rights, other shareholder rights, or any other form of equity rights to A.
4. If B loses or is stolen the ONEPAY (ONT) held by Blockchain B, B must bear all the damage resulting therefrom.
5. B shall notify A of the loss or theft of the ONEPAY (ONT) by wire, wireless, or other possible means of communication as soon as it discovers that it has been lost or stolen.
6. A shall use the purchase price obtained through ONEPAY (ONT) sales according to the purpose described in the white paper, such as the development of ONEPAY (ONT)-related projects.

## Article 5 [Statement and Guarantee]

① A makes the following statements in connection with this Agreement and warrants that the contents of the statement are true and correct as of the date of conclusion of this Agreement.

1. A makes no statements or guarantees (including, but not limited to, any matters concerning ownership, non-infringement, commerciality, versatility, suitability for a particular purpose, completeness of technology and coding, and integrity) in relation to the ONEPAY (ONT).
2. A makes no statements or guarantees regarding the possibility of interruption or error in the ONEPAY (ONT) purchase procedure.
3. As of the date of signing this contract, A has a legitimate and complete right to ONEPAY (ONT).
4. No litigation or other legal proceedings with A as the counterparty is in progress in relation to the ONEPAY (ONT) of this Agreement.
5. The performance of obligations under this contract does not violate A's articles of association, statutes, judgments, decisions, orders, and any contract binding on A.
6. A is capable of fulfilling its obligations under this Agreement and has completed all internal authorization procedures necessary to enter into and perform this Agreement.
7. This Agreement shall be valid and legally binding on A and may be executed under the terms and conditions thereof.
8. The information provided by A to B for the conclusion of this contract is not false or exaggerated.

② B makes the following statements in connection with this Agreement and guarantees that the contents of the statement are true and correct as of the date of conclusion of this Agreement.

1. B has all the legal and factual powers, and capabilities necessary for the conclusion and implementation of this Agreement and has taken all the measures B must implement to conclude and maintain this Agreement.
2. B has sufficient management, financial and technical knowledge and experience to understand the contents of this Agreement and is capable of taking risks, such as liability to the company or third parties that may arise from the implementation of this Agreement.
3. Regarding the purchase of ONEPAY (ONT), B accurately reflects all data and information on B, such as B's actual name, actual owner information, and B's digital wallet address in B's name to be delivered to A.
4. In connection with this contract, B purchased ONEPAY (ONT) using only funds legally owned by him, and A is not liable for any third-party funds.

5. B does not purchase ONEPAY (ONT) to invest or speculate in A or A business.

#### Article 6 [Related Risks]

B fully understands the risks prescribed in the following subparagraphs in relation to the purchase of ONEPAY (ONT)s and bears them as its responsibility:

1. ONEPAY (ONT) does not have rights in matters other than projects related to Blockchain games.
2. Due to the decrease in the value of ONEPAY (ONT), lack of liquidity, and restrictions on transfer, B may not be able to make transactions such as the sale of ONEPAY (ONT) at the desired time.
3. Regarding security, ONEPAY (ONT) may be subject to confiscation or theft. Hackers or other malicious groups or organizations can attempt to disrupt ONEPAY (ONT) in various ways, including malware attacks, denial of service attacks, consensus-based attacks, Sybil attacks, smurfing, and spoofing.
4. If B keeps a ONEPAY (ONT) in a digital wallet using a private key, B may lose the ONEPAY (ONT) stored in the digital wallet by losing the private key, and A shall not bear any responsibility in this regard, even if a third party who has acquired the private key accesses B's ONEPAY (ONT) or other Blockchain assets.
5. A project related to ONEPAY (ONT) may be subject to significant changes in the process, the project may still need to be completed, and the project may proceed in a different direction from A's initial proposal.
6. Taxes may be imposed on B in connection with ONEPAY (ONT) purchases, and B bears the relevant tax obligations as its responsibility.

#### Article 7 [Cancellation of Contract and Compensation for Damages]

- ① The Parties may terminate this Agreement by mutual written agreement.
- ② Where the matters of Articles 3, 5, and 6 of this Agreement are not faithfully carried out for reasons attributable to one party, one party may request the other party to correct it for a period of seven days. If it is not corrected, the contract may be canceled immediately.
- ③ Notwithstanding the provisions of paragraph 2, the parties may terminate this Agreement immediately upon written notice to the other parties if either party falls under any of the following:

1. Where it is deemed impossible to achieve the purpose of this contract by seriously violating this contract or by violating relevant laws and regulations;
2. Where it is reasonably and objectively judged that the regular operation of the project is difficult or impossible due to seizure, provisional disposition, compulsory execution, bankruptcy, application for commencement of rehabilitation procedures, or inability to pay.
3. Where it is not possible to objectively implement this contract due to force majeure reasons such as natural disasters, wars, fires, or amendments to laws

- ④ The parties shall notify the other party without delay if any grounds for termination under paragraphs (2) and (3) arise.
- ⑤ The ending of a contract under this section shall not affect the claim for damages.

#### **Article 8 [Limitation of Liability]**

- ① A shall not bear any liability for damages to B in connection with the conclusion and performance of this Agreement to the extent permitted by relevant laws and regulations.
- ② Notwithstanding paragraph (1), even if A bears liability for damages against B, the penalty for damages borne by A is limited to the amount equivalent to the purchase amount acquired by A from B.
- ③ A shall not be liable for any transaction in which B transfers the ONEPAY (ONT) purchased from A to a third party.
- ④ A shall not bear any responsibility to B in connection with force majeure events such as natural disasters, wars, fires, or enactment or amendment of laws.

#### **Article 9 [General Matters]**

- ① In the performance of this Agreement, B and A cooperate in good faith with each other based on the principle of good faith.
- ② This Agreement may only be amended by written agreement of the parties. ③ If this Agreement is not provided for or if there is an interpretive opinion, mutual agreement or general commercial practice shall apply.

- ④ All taxes, utilities, and other expenses incurred by each party in connection with this Agreement shall be borne by each party.
- ⑤ The status of both parties under this Agreement may not be transferred without the prior consent of the other party.

Article 10 [Effective Date of Contract]

This Agreement shall become effective from the date of conclusion of the Agreement..

**Contact us:**

Website: [https://ONEPAY \(ONT\)tech.info](https://ONEPAY (ONT)tech.info)

Company name: Premier One Payments LLC

Presentative:

Tel:

Add: 9400 Topanga Canyon Blvd. Suite 220, Chatsworth, CA, 91311

