

Simple Agreement for Future Tokens for the Late Bird Pre-sale Round

This Simple Agreement for Future Tokens, hereinafter referred to as “Agreement”, outlines the terms governing the late bird pre-sale round, by Clinblocks Estonia OÜ, of tokens created on the Ethereum Blockchain titled TRL that are intended to be used on the Triall’s platform provided by the Company

Clinblocks Estonia OÜ is a limited liability company incorporated in the Republic of Estonia, with its principal place of business at Narva mnt 7, Tallinn 10117, Estonia, with identification number 16184806 in the Estonian business registry. “Company”, “We”, “Us” and “Our” shall hereinafter refer to Clinblocks Estonia OÜ.

The Company may be contacted at contact@triall.io.

This Agreement is concluded between the Company and the person purchasing TRL utility tokens, hereinafter referred to as “User”, “You” and “Your”.

Before purchasing TRL utility tokens and participating in the TRL’s ecosystem, please carefully read this Agreement. This Agreement governs the rights enjoyed by and the obligations imposed on You and the Company, and regulates the relationship between You and the Company. If You do not agree with the provisions contained in this Agreement, You must not purchase TRL utility tokens. This Agreement governs the relationship between You and the Company together with the Terms of Service, Privacy Policy and KYC/AML Policy of Clinblocks Estonia OÜ, and Your participation in the TRL’s ecosystem and your purchasing of TRL utility tokens requires Your assent to this Agreement as well as the aforementioned policies and documents.

Additionally, We strongly advise You to consider the TRL utility token’s White Paper, which is a legally non-binding document, but which outlines the general nature and functionality of the TRL’s ecosystem.

TRL tokens shall be used to provide access to the applications provided by the Company on Triall’s platform.

The User is obliged to provide personal data to the Company for KYC (Know Your Client) and identification purposes before entering into a transaction with the Company.

Purchasing and trading of virtual assets involves significant risk due to high volatility. The value of virtual assets might increase and decrease significantly in a short period of time. The value of the virtual assets may be influenced by various unpredictable factors, such as, but not limited to: changes in the global economy caused by an unprecedented

pandemic, loss of confidence in virtual currencies, development of new information technologies, decisions made by policy-makers, political statements, hacker attacks.

1. General terms

- 1.1. You acknowledge that You have familiarized Yourself with the legally non-binding TRL's White Paper and that You comprehend the working of the platform in at least basic terms and are aware of the possible risks that may arise from Your participation in the TRL's ecosystem.
- 1.2. You acknowledge that the TRL's White Paper is legally non-binding and does not establish or impose any rights and/or obligations on You, the Company, or any third party, and You acknowledge that the TRL's White Paper is of purely descriptive character and informative nature.
- 1.3. You acknowledge that TRL utility tokens are not a security, are not registered with any competent authority as a security, are not a commodity, are not any type of financial instrument, do not represent any ownership right in the Company, and do not represent any claim, including but not limited to claims to revenue and intellectual property rights.
- 1.4. You acknowledge that in order to be able to purchase TRL utility tokens and participate in the TRL's ecosystem You:
 - 1.4.1. must be 18 years of age or older;
 - 1.4.2. must be of the age of majority in Your jurisdiction and place of residence;
 - 1.4.3. must be a citizen, resident and are situated in a jurisdiction which permits engaging in activities related to cryptocurrencies and the sale and purchase of utility tokens.
- 1.5. The Company makes no representation as to the revenues, profits, forecasted financial performance and stability of the TRL utility tokens.
- 1.6. You are aware of the volatile nature of the cryptocurrency and utility token market and ecosystem and You agree that this Agreement is in no way an offer to invest, an investment advice or investment guidance.
- 1.7. By entering into this Agreement with the Company and by purchasing TRL utility tokens You acknowledge that there are certain risks associated with purchasing and transacting in utility tokens in general, and in TRL utility tokens in particular, and that there are certain risks associated with using of the Triall's platform, including but not limited to risk of losing access to tokens due to loss of passwords, passphrases or keys, risk of computer-based attacks and security vulnerability exploits, and that you assume any and all such risks; You acknowledge that as the TRL's ecosystem is in

early development stage the Company can make no warranty or representation as to the success and growth of the platform; You acknowledge that You shall not hold the Company liable for any disruption or cessation of service or loss of access to purchased utility tokens due to force majeure, changing regulations, court and administrative authorities' orders.

1.8. The User is not entitled to 14 day right of withdrawal in accordance with Law of Obligations of Republic of Estonia due to the fact that token is considered as an object which price is dependent of fluctuations in the financial market which is not under the control of the Company and which may occur within the withdrawal period.

2. Terms governing the late bird pre-sale round and purchase of TRL utility tokens

2.1. The Company shall conduct a late bird pre-sale round of the TRL utility token based on this Agreement before selling TRL utility tokens to the general public.

2.2. A maximum ticket size of \$250.000 shall apply to the late bird pre-sale round.

2.3. The Company aims to sell 13.125.000 TRL utility tokens, comprising 7,50% of the total TRL utility token supply, during the late bird pre-sale round.

2.4. Upon acquiring TRL utility tokens during the late bird pre-sale round, the User's acquired tokens shall be locked and will be vested based on the late bird pre-sale round conditions described in the table below. The token lockup period shall be based on the vesting schedule below and TRL utility tokens sold in the late bird pre-sale round. Purchase and delivery of the tokens shall be based on the Agreement.

Late bird pre-sale round				
Initial token price	Unlocked tokens after an appropriate vesting period	Percentage of tokens unlocked at the Token Generation Event (Vesting Schedule)	Tokens lockup time	Availability of tokens
\$0,20	0	0%	0 months	0
\$0,20	1.093.750	8%	1 months	1.093.750
\$0,20	2.187.500	17%	2 months	2.187.500
\$0,20	3.281.250	25%	3 months	3.281.250
\$0,20	4.375.000	33%	4 months	4.375.000

\$0,20	5.468.750	42%	5 months	5.468.750
\$0,20	6.562.500	50%	6 months	6.562.500
\$0,20	7.656.250	58%	7 months	7.656.250
\$0,20	8.750.000	67%	8 months	8.750.000
\$0,20	9.843.750	75%	9 months	9.843.750
\$0,20	10.937.500	83%	10 months	10.937.500
\$0,20	12.031.250	92%	11 months	12.031.250
\$0,20	13.125.000	100%	12 months	13.125.000

- 2.5. Initial Token Price during the late bird pre-sale round shall be equal to \$0,20 per token and may fluctuate based on the conduct and transacting behavior of the participants in the TRL utility token ecosystem.
- 2.6. The conversion smart contract protocol shall be created after the end of the late bird pre-sale round and Token Generation Event has occurred, which shall be published by the Company on their corresponding website with corresponding information regarding the Token Generation Event.
- 2.7. The User shall acquire TRL utility tokens through the built-in interface on the Company’s website during the rounds of private pre-sale, public pre-sale and late bird pre-sale, instructions on purchasing the tokens shall be published on the Company’s website.
- 2.8. TRL utility tokens acquired by the User shall be deposited to the Wallet associated with the User according to the vesting schedule referred to in clause 2.4 of the Agreement.
- 2.9. The Company aims at selling a total of 26.250.000 TRL utility tokens in the private pre-sale round, public pre-sale round and late bird pre-sale round comprising 15% of the total TRL utility token supply. The rest of the 42.000.000 tokens, comprising 24% of the total amount of the released tokens by the Company, shall be released to an appropriate virtual currency exchange to ensure accessibility for the general public that were not participating in the pre-sale rounds mentioned above.

3. Charges and taxation

- 3.1. You shall be solely liable for the paying of any applicable taxes, duties, charges or fees arising from Your purchasing of and transacting in TRL utility tokens. The Company shall bear no responsibility over Your compliance with applicable tax regulations.

4. Anti-money laundering related clauses

- 4.1. By purchasing TRL utility tokens and by participating in the TRL ecosystem, You confirm that the funds used for purchasing of the TRL utility tokens are not directly or indirectly connected to any illegal activity.
- 4.2. You confirm that no transaction conducted by You and involving TRL utility tokens shall be used to facilitate any criminal or illegal activity, including but not limited to money laundering and terrorism financing.
- 4.3. You agree to hold the Company harmless of any investigation or proceedings related to the source or nature of the funds used by You to purchase TRL utility tokens.
- 4.4. The Company reserves the right to refuse to accept or facilitate transactions with any person established in, resident in or operating from a country or territory subject to sanctions lists, including but not limited to sanctions lists compiled by the United Nations, the European Union and the United Kingdom Treasury.
- 4.5. The Company reserves the right to refuse to accept or facilitate transaction with any person suspected or convicted of terrorism-related activity, terrorism financing or money laundering.
- 4.6. The Company reserves the right to undertake or conduct any Know Your Customer measures or procedures required by applicable law, including but not limited to identification of customers, determination of source of funds and monitoring of transactions conducted on the Triall's platform or conducted using TRL utility tokens. You agree to cooperate with the Company in its conducting of Know Your Customer Principles.
- 4.7. You agree that the Company reserves the right to limit and/or remove Your access to the Triall's platform in the event of unsatisfactory completion of Know Your Customer procedures. The determination of the outcome of Know Your Customer procedures shall be in the sole discretion of the Company.

5. Limitations on purchasing

- 5.1. TRL utility tokens are not intended to be marketed or sold in any jurisdiction where they legally may not be marketed or offered for sale.
- 5.2. You confirm that You are not a citizen or resident of the United States of America, Puerto Rico, the U.S. Virgin Islands or any other possession of the United States, the People's Republic of China, Cuba, Iran, North Korea, Syria.
- 5.3. You confirm that You are not a citizen or resident of any country, state or territory where it is prohibited to purchase, hold or own cryptocurrency, virtual money, security tokens or utility tokens.
- 5.4. You confirm that You are not a citizen or resident of any country, state or territory where offering of utility tokens is considered offering of securities under applicable law.

6. Indemnification

- 6.1. You agree to indemnify and hold the Company, its parents, subsidiaries, affiliates, partners, offices, staff, agents and licensors harmless from any claim or demand arising from Your participation in the TRL's ecosystem and from Your using of TRL utility tokens.
- 6.2. You agree to indemnify and hold the Company, its parents, subsidiaries, affiliates, partners, offices, staff, agents and licensors harmless from any claim or demand arising from Your violation of any right of a third party.

7. Limitation of liability

- 7.1. To the greatest extent allowed by applicable law, the User assumes all responsibility and risks with respect to the purchase and use of TRL utility tokens.
- 7.2. The User agrees to be solely responsible for the User's compliance with any legislation relevant to the User's country of residence concerning the purchasing and use of TRL utility tokens.
- 7.3. To the greatest extent allowed by applicable law, the Company assumes no liability or responsibility for the change of the value of the TRL utility tokens.

8. Amendments to this Agreement

- 8.1. The Company reserves the right to unilaterally modify or replace this Agreement at any time. The changes shall be reflected in the Agreement available on the Company's website. By continuing You use of the Triall's platform and TRL utility tokens You agree to be bound by the revised terms.

9. Severability

- 9.1. If any one or several clauses are found to be in conflict with applicable law, such clauses shall be changed and interpreted to accomplish the objective of such clauses to the greatest extent possible under applicable law. The remaining clauses shall be enforceable and shall have full legal force in any event.

10. Termination.

- 10.1. The Company reserves the right to terminate this Agreement, in its sole discretion, in the event that Purchaser breaches this Agreement.

11. No Waivers.

- 11.1. The failure by the Company to enforce any right or provision of this Agreement will neither constitute a present or future waiver of such right or provision nor limit the Company to enforce such right or provision at a later time. All waivers of the Company must be specified in writing.

12. Applicable law

- 12.1. The governing law of this Agreement shall be the law of the Republic of Estonia.
- 12.2. In the case of any disputes or claims arising from this Agreement between the Company and You, such disputes shall be resolved through negotiation.
- 12.3. If it is not possible to resolve the dispute arising between the Company and You through negotiation the Harju County Court shall have exclusive jurisdiction to adjudicate on such disputes.