



## SAFT – Simple Agreement for Future Tokens (NES)

### NESTRA CAPITAL

*Real Estate • Blockchain • Investment*

Between the undersigned:

- Nestra Co. Ltd, a Thai company registered in Bangkok, acting as the project operator.
- Nomis Holding Ltd, a Dubai (UAE) registered company, acting as the holding and redistribution structure.
- The Investor (the “Subscriber”), an individual or legal entity, whose details will be specified in the present agreement.

### Article 1 – Purpose of the Agreement

This SAFT defines the terms under which the Investor subscribes to future NES tokens, representing a share in real estate assets acquired, renovated, and resold by Nestra. Each NES token has a unit value of 500 USD, divisible into 100 USD units. Each token represents a participation in tangible real estate assets managed by Nestra.

### Article 2 – Financial Terms

1. Contractual return: 10% gross per investment cycle.
2. Standard cycle duration: 12 months.
  - In case of operational delays, the cycle may be extended up to a maximum of 18 months, without constituting a contractual default.
  - If a project is completed and sold before 12 months, Nestra may, at its sole discretion, proceed with early repayment of capital and return.
3. Repayment: Invested capital + contractual return (e.g. 500 USD → 550 USD).
4. Fees: 2% (1% entry, 1% annual management).
5. Possible bonuses:
  - Project performance (+2% to +10%)
  - Loyalty / Staking (+2% on 2nd cycle, +5% on 3rd cycle)
  - Investment amount (+1% >10,000 USD, +2% >25,000 USD, +3% >50,000 USD)

## 2. Repayment modalities:

Repayments are made in USD, either:

- by international bank transfer (SWIFT), with fees and any conversion into EUR or other currency borne by the Investor; or
- by stablecoins USDT, USDC, BUSD, TUSD, DAI, pegged to USD, enabling instant, low-cost, and exchange-risk-free transfer.

The Investor selects the repayment method (bank USD or stablecoin) at subscription.

Initial raise: the present fundraising targets approximately 1,000,000 USD, with no fixed cap. The Issuer reserves the right to close the raise at its discretion, before or after this target.

Future raises: subsequent raises will be carried out project by project, on the basis of detailed budgets and timelines, which will be communicated to Investors beforehand.

## Article 3 – Use of Funds

Funds collected will be allocated to:

- Acquisition, renovation, and resale of real estate assets (initially in Bangkok, later expanded internationally).
- Legal and tax structuring (Thailand and Dubai).
- Technological development (platform, smart contracts, blockchain).
- Management fees (2% as indicated above).

## Article 4 – Governance & Partners

- Operator: Nestra Co. Ltd (Thailand)
- Holding: Nomis Holding Ltd (Dubai)
- Structuring partner: HBS Emirates (Dubai)
- Regulated partner: XSpring / ERX (SEC Thailand), in charge of KYC/AML
- Legal partners: specialized firms in Thailand and Dubai (structuring and taxation)

## Article 5 – Founder's Commitment

- Year 1: no salary, dividends reinvested.
  - Year 2: salary limited to 30,000 USD/year, with remuneration primarily from dividends.
- This commitment reinforces the alignment of interests between the founder and the investors.

## Article 6 – Risks & Warnings

The Investor acknowledges and accepts that:

- Past performance does not guarantee future results.
- Returns above 10% are variable and not guaranteed.
- Risks include: real estate market fluctuations, resale delays, regulatory changes, crypto and technological market volatility.
- Liquidity risk (potential delays in asset resale).
- Currency risk (USD/THB or USD/EUR).
- The investment is made under a private SAFT and does not constitute a public securities offering.

Force majeure: Nestra shall not be held liable for delays or failures due to events beyond its control (natural disasters, pandemics, financial crises, wars, legal prohibitions, etc.).

## Article 7 – Reporting & Transparency

- Nestra commits to providing regular reporting on project progress.
- Investments and transactions will be recorded and verifiable on the blockchain.
- Investors will have privileged access to follow-up documents (reports, updates, results).
- The Investor acknowledges having access to the Whitepaper and Pitch Deck, non-contractual but explanatory documents.
- KYC/AML compliance: all subscriptions are subject to approval by XSpring, a regulated service provider, in charge of investor compliance.

## Article 8 – Confidentiality & Intellectual Property

- Information related to the Nestra project is strictly confidential.
- The Investor undertakes not to disclose or transmit sensitive information without written authorization.
- The Nestra Capital brand, the NES token, and all intellectual property assets remain the exclusive property of Nomis Holding Ltd and Nestra Co. Ltd.

## Article 9 – Taxation

Each Investor is solely responsible for their local taxation, including taxes on income and capital gains related to the present investment. Nestra does not provide tax advice and recommends consulting a qualified professional in the Investor's jurisdiction of residence.

## **Article 10 – Governing Law & Arbitration**

This agreement is governed by Thai law. Any dispute shall be submitted to arbitration in Thailand (Thailand Arbitration Center – THAC). The language of the proceedings shall be English.

## **Article 11 – Acceptance**

The signature of this SAFT constitutes full acceptance of its terms and conditions.  
Executed in two original copies, one for each party.

The Issuer (Nomis Holding Ltd)

Signature: .....

The Investor (Subscriber)

Name: .....

Investment Amount (USD): .....

Signature: .....