

TERMS AND CONDITIONS OF THE ISSUANCE

Public Issuance of Income Tokens THKN1
(THKN1)



Effective Date	February 18th, 2026
Issuer	TOKENIZACIÓN SAFE 1, S.A.S. DE C.V.
Issue Administrator / DASP	MIO3, S.A. DE C.V. (PSAD-0016)
Type of Digital Asset	Digital Income Asset
Trading Label	THKN1
Registration entry with the CNAD	AD-00036

1. Acceptance of the Terms

The acquisition of the digital income assets THKN1 (the "Income Tokens THKN1") shall constitute the investor's (the "Token Holder") express, informed, voluntary, and irrevocable acceptance of these Terms and Conditions (the "T&Cs"), as well as of the Relevant Information Document for the issuance of the Income Tokens THKN1 (the "DIR") and all of its Annexes.

The Token Holder declares and acknowledges that:

- They have read, understood and fully accepted the contents of the DIR and the underlying instrument, the Simple Agreement for Future Equity (SAFE).
- Recognizes MIO3, S.A. de C.V., as a Digital Asset Service Provider (DASP), Issuing Agent and Payment Agent.
- Recognizes MIO3, S.A. de C.V., as the common representative of all Token Holders, vested with sufficient authority to act on their behalf and in their name, including the acceptance of the guarantees of the issuance and the representation of the decisions resulting from the matters submitted to a vote.
- Accepts that the Income Tokens THKN1, confer solely contingent economic rights, subject exclusively to the occurrence of the events set forth in the SAFE instrument.
- expressly waives the right to individually exercise any right of administration, control or disposition over the underlying asset.

2. Issuance Participants

2.1 Issuer

TOKENIZACIÓN SAFE 1, S.A.S. DE C.V.

Address: District of San Salvador and Capital of the Republic, municipality of San Salvador Centro, department of San Salvador, El Salvador.

Email: thkn1@tohkn.com

Website: www.tohkn.com/issuance/thkn1

The Issuer acts as a special purpose vehicle (SPV), with the sole purpose of subscribing the Simple Agreement for Future Equity (SAFE) and issuing the Income Tokens THKN1 that are representative of the economic rights derived from it.

2.2 Issuer Administrator and Digital Asset Service Provider (DASP)

MIO3, S.A. DE C.V.

CNAD Registration Number: PSAD-0016

Email: support@mio3.io

Website: www.mio3.io

The DASP is responsible for the structuring of the issuance, the custody, operational administration, settlement, revenue distribution, and the burn of the Income Tokens THKN1, as provided for and described in the DIR.

2.3 Issuance Certifier

ACTUARIAL CONSULTING SERVICE, S.A. DE C.V. (ACSER)

CNAD Registration Number: CERT-0002

Email: jrodriguez@actuarialconsultings.com

Website: www.actuarialconsultings.com

Independent entity responsible for certifying the technical, legal and regulatory compliance of the Issuance.

3. Object of the Token

The Income Tokens THKN1 strictly represent contingent economic rights derived from the Simple Agreement for Future Equity (SAFE) entered into between the Issuer and MIO3 Holdings Limited, a company incorporated under the laws of the Cayman Islands, under the terms and conditions described in the DAND.

The Income Tokens THKN1 do not, under any circumstances, confer:

- direct ownership rights, title or control over the SAFE;
- corporate, political, voting or management rights in the Issuer or in the Company that issued the SAFE; nor
- rights to periodic payments, interest, guaranteed returns or return of capital.

The potential economic value of the Income Tokens THKN1 depends exclusively on the actual occurrence of any of the following contractual events described in the SAFE:

- Equity Financing;
- a Liquidity Event;
- a Dissolution Event,

all in accordance with the terms and conditions of SAFE and as described in the DIR.

4. Amount, Unit Value and Structure of the Issuance

- **Maximum authorized amount of the Issuance:** until **USDT 1,200,000**
- **Reference unit value per Token:** **USDT 25** for each Income Token THKN1
- **Maximum number of tokens:** until **48,000** Income Tokens THKN1
- **Offer type:** Digital Income Assets Public Offering.
- **Tranches:** The Issuance of Income Tokens THKN1 will be made in a single tranche, with no subdivision into series or partial issuances.
- **Placement period:** up until **six (6) months** or until the maximum **authorized amount of the Issuance** has been reached, whichever occurs first.

5. Minimum Amount and Issuance Condition

The effective issuance of the Income Tokens THKN1 is conditional upon reaching a minimum placement amount (the Minimum Issuance Amount) equivalent to USDT 200,000, as established in the Relevant Information Document.

Until that Minimum Issuance Amount is reached:

- The funds contributed by the Investors will remain under operational custody within the technological infrastructure of the Digital Asset Service Provider (DASP); and

- The issuance will not be considered completed, nor shall the Income Tokens THKN1 be issued.

If the Minimum Issuance Amount is not reached within the stipulated period, the Issuance shall be deemed unsuccessful, and the contributed funds shall be reimbursed to the investors in accordance with the procedures, terms, and conditions described in the Relevant Information Document, without generating any additional right in their favor.

6. Term of the Tokens

Income Tokens THKN1 do not have a predetermined expiration date and shall remain valid until the following conditions have met:

- the effective termination of the SAFE (Simple Agreement for Future Equity) that constitutes the underlying asset of the Issuance; and
- the complete liquidation, distribution and extinguishment of all economic rights derived from the SAFE in favor of the Token Holders, in accordance with the provisions of the Relevant Information Document.

7. Income Distribution and Redemption

The income actually received by the Issuer as a result of the occurrence of a Liquidity Event or a Dissolution Event, as provided for in the Simple Agreement for Future Equity (SAFE), will be distributed pro rata among the Token Holders, in proportion to the number of Income Tokens THKN1 in circulation, net of the operating expenses authorized in accordance with the Relevant Information Document.

In the event that the SAFE is converted into shares or other equity instruments as a result of an Equity Financing:

- The Income Tokens THKN1 shall not be redeemed immediately;
- The Income Tokens THKN1 shall remain in force, representing the Issuer's contingent economic rights over such instruments;
- Once the shares or other equity instruments are liquidated, the net proceeds of such liquidation will be distributed proportionally among the Token Holders; and
- Once the distribution is complete, the Income Tokens THKN1 shall be redeemed and burned on-chain, thereby extinguishing the economic rights they represent.

All payments and distributions derived from this Issuance will be made exclusively in USDT, by crediting to the digital wallets designated by the Token Holders, in accordance with the operating procedures established in the Relevant Information Document.

8. Secondary Market

Income Tokens THKN1 may be traded exclusively through MIO3's TOHKN digital platform, in its capacity as an authorized Digital Asset Service Provider (DASP), when and to the extent that such platform enables secondary markets for this type of digital asset, and always subject to applicable laws and to the regulations issued by the National Digital Asset Commission (CNAD).

Secondary market trading shall be permitted only among previously verified participants who continuously comply with Know Your Customer (KYC), Know Your Business (KYB), and Know Your Transaction (KYT) requirements and policies, as well as the technical and regulatory restrictions implemented through the smart contract of the issuance.

No guarantee is provided regarding liquidity, market depth, price formation, or continuity of trading of the Income Tokens THKN1, and neither the Issuer nor the DASP assumes any obligation to repurchase, stabilize, provide liquidity, or maintain an active secondary market for the Income Tokens THKN1.

9. Rights and Restrictions of the Token Holder

9.1 Rights

Contingent economic rights:

Proportional and non-guaranteed participation in the income that the Issuer may, if applicable, receive exclusively as a result of the occurrence and execution of the contractual events provided for in the Simple Agreement for Future Equity (SAFE), in accordance with the terms established in the DIR.

This participation does not constitute a right to periodic income, interest, or return of capital.

Right to information:

Access to relevant information about the Issuance that the Issuer is required to disclose pursuant to the DIR and to the applicable regulations, including updates on the status of the SAFE, material events, and developments that may affect the contingent economic rights of the Income Tokens THKN1.

Collective participation rights:

Participation in collective voting processes, implemented through on-chain mechanisms, solely with respect to the matters expressly provided for in the Relevant Information Document, without such participation implying the attribution of corporate, political, or control rights over the Issuer or the Company that issued the SAFE.

9.2 Restrictions

- The Income Tokens THKN1 do not generate returns, interest or periodic flows, nor do they confer any guarantee of return of invested capital.

Any economic right is purely contingent in nature and is subject exclusively to the occurrence and outcome of the contractual events set forth in the Simple Agreement for Future Equity (SAFE), as described in the Relevant Information Document.

- The Income Tokens THKN1 do not confer corporate rights, administrative rights, or equity participation over the Issuer or the SAFE issuing Company.

The rights of the Token Holder are strictly limited to contingent economic rights, under the terms and conditions set forth in the DIR.

- Investment in Income Tokens THKN1 involves a high level of risk and may result in the total loss of the invested capital. If none of the SAFE events (Equity Financing, Liquidity Event, or Dissolution Event) effectively occurs, the Investor shall have no right to receive any income or to recover the capital contributed.

10. Technology and Custody

Blockchain

The issuance of the Income Tokens THKN1 will be carried out on the Polygon network, a second layer (Layer 2) scaling solution compatible with Ethereum Virtual Machine (EVM), which allows operational efficiency, traceability and secure on-chain transaction execution.

Technical Standard

The Income Tokens THKN1 are structured under the ERC-3643 standard (formerly T-REX), which enables the issuance of digital assets with integrated regulatory controls, including identity verification, transfer restrictions, and automated compliance mechanisms.

Issuance and Operational Platform:

The issuance, operational administration and technological execution of the Income Tokens THKN1 will be carried out through MIO3's TOHKN digital platform, in its capacity as a duly authorized Digital Asset Service Provider (DAS) by the National Commission of Digital Assets (CNAD).

The platform operates as technological and operational infrastructure and does not assume ownership over the tokens or over the economic rights they represent.

Token Custody:

Custody of the Income Tokens THKN1 will be performed through digital wallets custodied by MIO3, which must be previously verified in accordance with the KYC, KYB, and KYT procedures established by MIO3 and required under applicable regulations.

On-Chain Compliance and Control Mechanisms:

The issuance incorporates whitelisting, AML/KYC/KYT controls, transfer restrictions based on jurisdiction or holder profile, asset freezing when legally required, and on-chain burn mechanisms, all implemented through smart contracts in accordance with the ERC-3643 standard.

11. Applicable Law and Dispute Resolution

This Issuance is governed exclusively by the Digital Assets Issuance Law of the Republic of El Salvador and its complementary regulations.

All disputes shall be resolved by the competent courts of the Republic of El Salvador.

12. Language

The original and authentic version of this document is the one drafted in the Spanish language. In the event of any discrepancy of interpretation between the Spanish version and any translation, the Spanish version shall at all times prevail.

13. Acceptance Clause, Recognition of Risk and Exoneration of Liability

By acquiring the Income Tokens THKN1 (the "Tokens"), the Investor expressly, irrevocably, and under their sole responsibility declares that they have read, understood, and fully accepted the Relevant Information Document (DIR), its Annexes, and these Terms and Conditions. In particular, the investor acknowledges and accepts that the Tokens do not generate income, interest, returns, or periodic cash flows, and that there is no guarantee of recovery of the invested capital.

The Investor understands and accepts that any economic rights associated with the Tokens is purely contingent and is subject, exclusively and strictly to the occurrence and outcome of the contractual events provided for in the Simple Agreement for Future Equity, "SAFE"), including, without limitation, an Equity Financing, a Liquidity Event or a Dissolution Event, in accordance with the terms of such instrument and as described in the DIR.

The Investor expressly acknowledges that, in the absence of the effective occurrence of any of the SAFE events, they shall have no right to receive any income, return, reimbursement of capital, or compensation of any kind, and may even lose the entirety of the invested amount.

Consequently, the Investor expressly releases the Issuer and the Digital Asset Service Provider (DASP) from any liability arising from the lack of income generation, the absence of SAFE events, illiquidity, total or partial loss of invested capital, or any adverse economic outcome inherent to the contingent nature of the instrument, except in cases of willful misconduct or fraud duly proven in accordance with applicable law.