Convertible Token Warrant (SAFE-style Agreement)

Pre-Seed Round – C2C Consulting LLC

This Convertible Token Warrant Agreement (“Agreement”) is entered into as of [Insert Date], by and between:  
• C2C Consulting LLC, a Texas limited liability company with its principal office at 1702 Opal Ct, Augusta, GA 30907, USA (the “Company”), and

• [Investor Name], an individual or entity (the “Investor”).

# 1. Investment Amount

The Investor agrees to invest $[Amount] in USDC as a pre-seed contribution to the Company.   
This investment is made in exchange for the rights outlined below and is intended to support the development of the C2C ecosystem and the C2SD stablecoin.

# 2. Token Rights

In consideration of the investment, the Investor shall receive future rights to the C2C utility token,   
subject to the following terms:  
• Valuation Cap: $15,000,000  
• Discount Rate: 20% on token price at the time of conversion  
The tokens shall be delivered upon a conversion event as defined below.

# 3. Trigger Events for Conversion

This Agreement shall convert into tokens upon the occurrence of the earliest of the following:  
• A Token Generation Event (TGE) initiated by the Company, or  
• A priced equity round of $500,000 or more  
  
Conversion will be automatic unless otherwise agreed in writing by both parties.

# 4. Optional Advisory Rights

Upon mutual agreement, the Investor may be invited to participate in strategic discussions regarding roadmap, tokenomics,   
community growth, or liquidity provisioning. Such advisory input will remain non-binding unless formalized in a separate advisory agreement.

# 5. Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, USA,   
without regard to its conflict of laws principles.

# 6. Acknowledgment of Risk

The Investor acknowledges and agrees that:  
• The C2C token may not be classified as a security  
• Tokens may be subject to regulatory uncertainty  
• Liquidity is not guaranteed  
• The investment is speculative and may result in partial or total loss  
  
The Investor confirms full understanding of the associated risks and the unregulated nature of digital assets.

# 7. Legal Structure and Ownership

The Investor acknowledges that:  
• All rights to the C2C utility token and the C2SD stablecoin are owned and issued by C2C Consulting LLC, a Texas limited liability company.  
• Any affiliated Indian entity (C2C Consulting Pvt Ltd) operates solely as a licensed service provider and does not control or custody token smart contracts, reserves, or issuance mechanics.  
• All investor contracts, rights, and responsibilities reside with the U.S. entity (C2C Consulting LLC), which is the sole counterparty to this agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written:

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Authorized Signatory [Investor Name]

C2C Consulting LLC Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_