

### **Important Legal Notice:**

THE TERMS OF THIS AGREEMENT FORM A BINDING LEGAL CONTRACT BETWEEN YOU AND NUGGETS TOKENS LTD. CAREFULLY READ ALL OF THE TERMS OF THIS AGREEMENT BEFORE CLICKING THE “I AGREE” BUTTON. BY CLICKING THE “I AGREE” BUTTON YOU ACKNOWLEDGE YOUR CONSENT AND AGREEMENT TO ALL THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT. IF YOU DO NOT AGREE TO ALL THE TERMS OF THIS AGREEMENT, DO NOT CLICK “I AGREE.” PLEASE NOTE THAT THIS AGREEMENT CONTAINS A BINDING ARBITRATION CLAUSE, A CLASS ACTION WAIVER, CERTAIN WARRANTY DISCLAIMERS AND A LIMITATION OF LIABILITY. IF YOU HAVE ANY QUESTIONS REGARDING THE EFFECT OF THE TERMS IN THIS AGREEMENT, PLEASE CONSULT INDEPENDENT LEGAL COUNSEL.

### **TOKEN PURCHASE AGREEMENT**

This Token Purchase Agreement (this “Agreement”) is entered into as of the date you electronically agree to this Agreement by clicking the “I AGREE” button, and contains the terms and conditions that govern your use of the distribution smart contract (the “Distribution Contract”) and purchase of the ERC-20 compatible tokens distributed on the Ethereum blockchain (the “Tokens”). This is an agreement between you or the entity that you represent, (“Buyer” or “you”) and Nuggets Tokens Ltd a limited liability company incorporated in England and Wales (registered no. 11025085) whose registered office is at 12 – 18 Hoxton Street, London, England, N1 6NG (the “Company”). Buyer and Company are herein referred to individually as a “Party” and collectively as the “Parties.” Company has entered into or expects to enter into separate token purchase agreements with other buyers (the “Other Buyers”), providing for the sale to the Other Buyers of Tokens at various times, including without limitation on the Token Distribution Date. Other Buyers may purchase tokens on terms that differ from the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual representations, warranties and agreements contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Company and Buyer agree as follows:

### **IMPORTANT INFORMATION: PLEASE READ THIS AGREEMENT CAREFULLY AND IN ITS ENTIRETY.**

Buyer acknowledges, understands and agrees:

- **BINDING AGREEMENT:** BUYER IS SUBJECT TO AND BOUND BY THIS AGREEMENT BY VIRTUE OF BUYER’S PURCHASE OF TOKENS.
- **NO PROHIBITED PURCHASERS:** TOKENS ARE NOT BEING OFFERED OR DISTRIBUTED TO PROHIBITED PERSONS (AS DEFINED BELOW). IF BUYER IS A CITIZEN, RESIDENT OF, OR A PERSON LOCATED OR DOMICILED IN JAPAN OR ANY OTHER COUNTRY WHERE TOKEN SALES HAVE BEEN BANNED OR ARE BANNED DURING THE TERM OF THIS AGREEMENT, OR ANY ENTITY, INCLUDING, WITHOUT LIMITATION, ANY CORPORATION OR PARTNERSHIP

CREATED OR ORGANIZED IN OR UNDER THE LAWS OF JAPAN, ANY COUNTRY WHERE TOKEN SALES HAVE BEEN BANNED OR ARE BANNED DURING THE TERM OF THIS AGREEMENT OR ANY PROVINCE THEREOF (a “Prohibited Person”) DO NOT PURCHASE OR ATTEMPT TO PURCHASE TOKENS.

- **NO U.S. PURCHASERS:** TOKENS ARE NOT BEING OFFERED OR DISTRIBUTED TO U.S. PERSONS (AS DEFINED BELOW). IF BUYER IS A CITIZEN, RESIDENT OF, OR A PERSON LOCATED OR DOMICILED IN THE UNITED STATES OF AMERICA, INCLUDING ITS STATES, TERRITORIES OR THE DISTRICT OF COLUMBIA, OR ANY ENTITY, INCLUDING, WITHOUT LIMITATION, A CORPORATION OR PARTNERSHIP CREATED OR ORGANIZED IN OR UNDER THE LAWS OF THE UNITED STATES OF AMERICA, ANY STATE OR TERRITORY THEREOF OR THE DISTRICT OF COLUMBIA (A “U.S. Person”), DO NOT PURCHASE OR ATTEMPT TO PURCHASE TOKENS.
- **NO PRC PURCHASERS:** TOKENS ARE NOT BEING OFFERED OR DISTRIBUTED TO PRC PERSONS (AS DEFINED BELOW). IF BUYER IS A CITIZEN, RESIDENT OF, OR A PERSON LOCATED OR DOMICILED IN THE PEOPLE’S REPUBLIC OF CHINA, OR AN ENTITY, INCLUDING, WITHOUT LIMITATION, A CORPORATION OR PARTNERSHIP CREATED OR ORGANIZED IN OR UNDER THE LAWS OF THE PEOPLE’S REPUBLIC OF CHINA, OR ANY PROVINCE THEREOF (a “PRC Person”) DO NOT PURCHASE OR ATTEMPT TO PURCHASE TOKENS.
- **NO CANADA PURCHASERS:** TOKENS ARE NOT BEING OFFERED OR DISTRIBUTED TO CANADA PERSONS (AS DEFINED BELOW). IF BUYER IS A CITIZEN, RESIDENT OF, OR A PERSON LOCATED OR DOMICILED IN CANADA, OR AN ENTITY, INCLUDING, WITHOUT LIMITATION, A CORPORATION OR PARTNERSHIP CREATED OR ORGANIZED IN OR UNDER THE LAWS OF CANADA, OR ANY PROVINCE THEREOF (a “Canada Person”), DO NOT PURCHASE OR ATTEMPT TO PURCHASE TOKENS.
- TOKENS HAVE NO RIGHTS, USES OR ATTRIBUTES OUTSIDE OF THE ESTABLISHMENT AND OPERATION OF THE NUGGETS DECENTRALIZED IDENTITY VERIFICATION INFORMATION EXCHANGE AND PAYMENT APPLICATION (the “Project” or “Platform”).
- THE PURCHASE OF TOKENS IS NON-REFUNDABLE AND CANNOT BE CANCELLED. BUYER MAY LOSE ALL AMOUNTS PAID.
- TOKENS MAY HAVE NO VALUE.
- COMPANY RESERVES THE RIGHT TO REFUSE OR CANCEL TOKEN PURCHASE REQUESTS IN ITS SOLE DISCRETION AT ANY TIME.
- OTHER BUYERS MAY RECEIVE MORE TOKENS FOR THE SAME AMOUNT PAID.

- TOKENS ARE BEING SOLD TO OTHER BUYERS PURSUANT TO THE TERMS OF OTHER AGREEMENTS THAT MAY CONTAIN DIFFERENT TERMS, FOR DIFFERENT, OR LESS, CONSIDERATION THAN THE AMOUNTS SET FORTH IN THIS AGREEMENT.
- THE TOKENS ARE NOT INTENDED TO BE SECURITIES UNDER THE LAWS OF ANY JURISDICTION. HOWEVER, GIVEN THE UNCERTAINTY REGARDING HOW REGULATORS MAY INTERPRET THEIR LAWS, PARTICULARLY IN THE UNITED STATES, PLEASE NOTE THAT THE TOKENS ARE NOT BEING OFFERED OR SOLD TO U.S. PERSONS AND HAVE NOT BEEN REGISTERED UNDER U.S. LAWS OR REGULATIONS AND MAY NOT BE OFFERED OR SOLD IN THE UNITED STATES OR TO U.S. PERSONS UNLESS PROPERLY REGISTERED, OR THE OFFER OR SALE IS EXEMPT FROM REGISTRATION. THIS AGREEMENT DOES NOT CONSTITUTE THE APPOINTMENT OF BUYER AS A DISTRIBUTOR OF THE TOKENS FOR ANY PURPOSE.
- IT HAS READ AND UNDERSTOOD THE RISKS SET FORTH IN ARTICLE SEVEN CAREFULLY AND IN THEIR ENTIRETY.
- THE COMPANY RESERVES THE RIGHT TO AMEND THIS AGREEMENT UPON NOTICE TO BUYER, *PROVIDED* HOWEVER, THAT COMPANY WILL NOT AMEND THE FINANCIAL TERMS OF THIS AGREEMENT.
- THIS AGREEMENT INCLUDES PRE-DISPUTE RESOLUTION IN SECTION 9.1 AND REQUIRES ARBITRATION IN SECTION 9.2.

## **ARTICLE 1: DEFINITIONS**

Section 1.1 Definitions of Certain Terms. Unless stated otherwise, the terms defined in this Section 1.1, whenever used in this Agreement shall have the respective meanings indicated below.

(a) Affiliate: with respect to any Person, any other Person directly or indirectly controlling, controlled by or under common control with such Person.

(b) Agreement: as defined in the Preamble.

(c) Binding Arbitration: as defined in Section 9.2.

(d) Buyer: as defined in the Preamble.

(e) Buyer Event: as defined in Section 6.6.

(f) Canada Person: as defined in the Preamble.

(g) Company: as defined in the Preamble.

(h) Company Parties: as defined in Section 3.8.

(i) Distribution Contract: the Ethereum based smart contract governing the delivery of Tokens purchased pursuant to this Agreement on the Token Distribution Date.

(j) Dispute: as defined in Section 9.1.

(k) Governmental Authority: any nation or government, any state or other political subdivision thereof, any entity exercising legislative, executive, judicial or administrative functions of or pertaining to government, including without limitation any government authority, agency, department, board, commission or instrumentality and any court, tribunal or arbitrator(s) of competent jurisdiction and any self-regulatory organization. For the avoidance of doubt, Governmental Authority may include private bodies exercising quasi-governmental, regulatory or judicial-like functions to the extent they relate to either Parties, Tokens and/or the Project.

(l) Laws: (a) laws, statutes, ordinances, rules, regulations, judgments, injunctions, administrative interpretations, orders and decrees of any Governmental Authority, including amendments thereto. (b) rules and any statement of policy or guidance given pursuant to any power contained in any enactment given by any Government Authority, (c) judgments, resolutions, decisions, orders, notices or demands of a competent court, tribunal or Government Authority (in each case having jurisdiction over the business of the Party);

(m) Organizational Documents: the articles of incorporation, certificate of incorporation, charter, by-laws, articles of formation, certificate of formation, regulations, operating agreement, certificate of limited partnership, partnership agreement and all other similar documents, instruments or certificates executed, adopted or filed in connection with the creation, formation or organization of a Person, including any amendments thereto.

(n) Other Buyers: as defined in the Preamble.

(o) Party or Parties: as defined in the Preamble.

(p) Person: an individual or legal entity or person, including without limitation a Governmental Authority or political subdivision or an agency or instrumentality thereof.

(q) Platform: as defined in the Preamble.

(r) PRC Person: as defined in the Preamble.

(s) Prohibited Person: as defined in the Preamble.

(t) Project: as defined in the Preamble.

(u) Purchase Currency: BTC, ETH and USD.

(v) Purchase Price: the amount and type of Purchase Currency entered by Buyer as the Purchase Price on the Website purchase information page, which as of the date hereof is <https://nuggets.tokenhub.com/>.

(w) Sanctions: as defined in Section 6.11.

- (x) Tokens: as defined in Preamble.
- (y) Token Distribution Date: the date of the Token Distribution Event.
- (z) Token Distribution Event: the close of the final phase of the first sale of Tokens by Company or its Affiliates to the general public.
- (aa) Token Purchase Amount: one (1) Token for each USD 0.0086.
- (bb) U.S. Person: as defined in the Preamble.
- (cc) Website: the website of Company, available at <https://nuggets.tokenhub.com/>, and any successor Website as may be notified by the Company.
- (dd) White Paper: one or more documents (whether or not entitled “White Paper” or “Whitepaper”) as may be amended from time to time in Company’s sole discretion, explaining, among other things, the Project and Tokens.

## **ARTICLE 2: ACCEPTANCE OF AGREEMENT AND PURCHASE OF TOKENS**

Section 2.1 Effective and Binding. This Agreement shall be effective and binding on the Parties when Buyer: (a) clicks the check box on the Website to indicate that Buyer has read, understands and agrees to the terms of this Agreement; or (b) upon Company’s receipt of payment from Buyer. Buyer agrees to be bound on this basis, and confirms that Buyer has read in full and understands this Agreement and the terms on which Buyer is bound.

Section 2.2 Website Terms of Use. Company has established Terms of Use, as may be amended from time to time, for the Website. The Terms of Use are located at <https://argongroup.com/termsfuse/> and are hereby incorporated by reference. Buyer has read, understands and agrees to the Terms of Use.

Section 2.3 White Paper. Company has prepared a White Paper and other materials concerning the sale of Tokens and the Project, which have been shared with Buyer. The White Paper, as it may be amended from time to time in Company’s sole discretion, is hereby incorporated by reference. Buyer has read and understands the White Paper and its contents.

### Section 2.4 Tokens.

(a) Purpose. Tokens do not have any rights, uses, purposes, attributes, functionalities or features, express or implied, outside the Project and the license granted therein. Although Tokens may be tradable, Tokens are not intended to be an investment, currency, e-money, real property, security, commodity, a swap on a currency, security or commodity or any other type of financial instrument.

(b) Company’s Use of Proceeds. Buyer acknowledges and understands that the proceeds from the sale of Tokens will be utilized by Company in its sole discretion, as described in the White Paper.

### **ARTICLE 3: PURCHASE, SALE AND DISTRIBUTION OF TOKENS**

Section 3.1 Distribution of Tokens. Buyer hereby purchases from Company and Company hereby sells to Buyer, the Tokens at the Purchase Price.

Section 3.2 Purchase Price. Buyer shall deliver to Company Purchase Currency equivalent to the Purchase Price in immediately available form as directed on the Website or other means mutually agreed upon by the Parties. Buyer shall deliver the Purchase Price to Company upon execution of this Agreement.

Section 3.3 Sale and Distribution of Tokens. On or about the Token Distribution Date, Company shall deliver to Buyer a number of Tokens equal to the Token Purchase Amount. Buyer understands and acknowledges that title to, and risk of loss of, Tokens Buyer purchases from Company passes from Company to Buyer in the United Kingdom. Upon receipt of Tokens, Buyer agrees to be bound by any and all documents and agreements applicable to buyers in the Token Distribution Event. **BUYER UNDERSTANDS AND ASSUMES ALL RISKS ASSOCIATED WITH THIS AGREEMENT, INCLUDING WITHOUT LIMITATION THE RISK OF LOSING THE ENTIRE PURCHASE PRICE AND RECEIVING NO TOKENS.**

Section 3.4 Exchange Rate. For purposes of calculating the Maximum Purchase Price and the Token Purchase Amount, BTC and ETH shall be valued as of 12:01 am GMT on the Token Distribution Date as quoted on GDAX, Gemini, Bitstamp. USD shall be valued as quoted in the exchange rate published by the United States Federal Reserve at 12pm EST on the date of execution of the Agreement.

Section 3.5 Allocation and Sale of Tokens. Company intends to allocate and sell Tokens in accordance with this Agreement and the White Paper. Company will provide specific procedures on how Buyer may seek to purchase Tokens through the Website. By purchasing Tokens, Buyer acknowledges and understands and has no objection to such procedures and specifications. Failure to properly use the Website and follow such procedures may result in Buyer not receiving any Tokens. Any buyer of Tokens may lose some or all of the amounts paid for Tokens. Unauthorized access or use of the Website and/or the receipt or purchase of Tokens through any other means are not sanctioned or agreed to in any way by Company. Buyer should take great care to verify the accuracy of the universal resource locator for the Website used to purchase Tokens.

Section 3.6 Allocation and Sale of Tokens to Company Parties. Buyer understands and consents to the participation of Company's past, present and future employees, officers, directors, contractors, consultants, note holders, suppliers, vendors, service providers and any other stakeholders in the purchase and/or distribution of Tokens, including people who may work on the development and implementation of the Project or who may work for businesses that Company may establish with a portion of the proceeds from the Token Distribution Event. Buyer acknowledges and agrees that some of these people may receive Tokens without making a payment.

Section 3.7 No Representations and Warranties. Tokens will be distributed to buyers thereof pursuant to the Distribution Contract. Company makes no representations or warranties, express or implied, including, without limitation, any warranties of title or express or implied warranties of merchantability, satisfactory quality, or fitness for a particular purpose, or as described with respect to the Distribution Contract or Tokens or their utility, or the ability of anyone to purchase or use Tokens. Without limiting the foregoing, Company does not represent or warrant that the process of purchasing and/or receiving Tokens will be uninterrupted and/or error-free or that Tokens are reliable and/or error-free. As a result, Buyer acknowledges and understands that Buyer may never receive Tokens and may lose the entire amount Buyer paid to Company. Buyer shall provide an accurate digital wallet address to Company for receipt of Tokens distributed to Buyer pursuant to the Distribution Contract. Company is not responsible for inaccuracies in digital wallet addresses provided to Company.

Section 3.8 No Prohibited Buyers. The Tokens are not being offered to Prohibited Persons. Prohibited Persons are strictly prohibited and restricted from using the Distribution Contract or purchasing Tokens, and Company is not soliciting purchases by Prohibited Persons in any way. If a Prohibited Person uses the Distribution Contract and/or purchases Tokens, such Prohibited Person has done so and entered into this Agreement on an unlawful, unauthorized and fraudulent basis, and if the Prohibited Person has not yet received any Tokens this Agreement is null and void. Company is not bound by this Agreement if this Agreement has been entered into by a Prohibited Person as Buyer or if Buyer has entered into this Agreement or has purchased Tokens on behalf of a Prohibited Person, and Company may take all necessary and appropriate actions, in its sole discretion, to invalidate this Agreement, including referral of information to the appropriate authorities. Any Prohibited Person who uses the Distribution Contract and/or purchases Tokens or enters this Agreement on an unlawful, unauthorized or fraudulent basis shall be solely liable for, and shall indemnify, defend and hold harmless the Company and the Company Parties from any damages, losses, liabilities, costs or expenses of any kind, whether direct or indirect, consequential, compensatory, incidental, actual, exemplary, punitive or special and including, without limitation, any loss of business, revenues, profits, data, use, goodwill or other intangible losses incurred by the Company Parties that arises from or is a result of such Prohibited Person's unlawful, unauthorized or fraudulent use of the Distribution Contract and/or the receipt or purchase of Tokens.

Section 3.9 No U.S. Buyers. The Tokens are not being offered to U.S. Persons. U.S. Persons are strictly prohibited and restricted from using the Distribution Contract or purchasing Tokens, and Company is not soliciting purchases by U.S. Persons in any way. If a U.S. Person uses the Distribution Contract and/or purchases Tokens, such U.S. Person has done so and entered into this Agreement on an unlawful, unauthorized and fraudulent basis, and this Agreement shall be null and void. Company shall not be bound by this Agreement if this Agreement has been entered into by a U.S. Person as Buyer or if Buyer has entered into this Agreement or has purchased Tokens on behalf of a U.S. Person, and Company may take all necessary and appropriate actions, in its sole discretion, to invalidate this Agreement, including referral of information to the appropriate authorities. Any U.S. Person who uses the Distribution Contract and/or purchases Tokens or enters this Agreement on an unlawful, unauthorized or fraudulent basis shall be solely liable for, and shall indemnify, defend and hold harmless the Company and Company's respective past, present and future employees, officers, directors, contractors, consultants, equity holders, suppliers, vendors, service providers, parent companies, subsidiaries, affiliates, agents,

representatives, predecessors, successors and assigns (collectively, the “Company Parties”) from any damages, losses, liabilities, costs or expenses of any kind, whether direct or indirect, consequential, compensatory, incidental, actual, exemplary, punitive or special and including, without limitation, any loss of business, revenues, profits, data, use, goodwill or other intangible losses incurred by the Company Parties that arises from or is a result of such U.S. Person’s unlawful, unauthorized or fraudulent use of the Distribution Contract and/or the receipt or purchase of Tokens.

Section 3.10 No PRC Buyers. Tokens are not being offered to PRC Persons. PRC Persons are strictly prohibited and restricted from using the Distribution Contract or purchasing Tokens, and Company is not soliciting purchases by PRC Persons in any way. If a PRC Person uses the Distribution Contract and/or purchases Tokens, such PRC Person has done so and entered into this Agreement on an unlawful, unauthorized and fraudulent basis, and this Agreement shall be null and void. Company shall not be bound by this Agreement if this Agreement has been entered into by a PRC Person as Buyer or if Buyer has entered into this Agreement or has purchased Tokens on behalf of a PRC Person, and Company may take all necessary and appropriate actions, in its sole discretion, to invalidate this Agreement, including referral of information to the appropriate authorities. Any PRC Person who uses the Distribution Contract and/or purchases Tokens or enters this Agreement on an unlawful, unauthorized or fraudulent basis shall be solely liable for, and shall indemnify, defend and hold harmless the Company and the Company Parties from any damages, losses, liabilities, costs or expenses of any kind, whether direct or indirect, consequential, compensatory, incidental, actual, exemplary, punitive or special and including, without limitation, any loss of business, revenues, profits, data, use, goodwill or other intangible losses incurred by the Company Parties that arises from or is a result of such PRC Person’s unlawful, unauthorized or fraudulent use of the Distribution Contract and/or the receipt or purchase of Tokens.

Section 3.11 No Canada Buyers. Tokens are not being offered to Canada Persons. Canada Persons are strictly prohibited and restricted from using the Distribution Contract or purchasing Tokens, and Company is not soliciting purchases by Canada Persons in any way. If a Canada Person uses the Distribution Contract and/or purchases Tokens, such Canada Person has entered into this Agreement on an unlawful, unauthorized and fraudulent basis, and this Agreement shall be null and void. Company shall not be bound by this Agreement if this Agreement has been entered into by a Canada Person as Buyer or if Buyer has entered into this Agreement or has purchased Tokens on behalf of a Canada Person, and Company may take all necessary and appropriate actions, in its sole discretion, to invalidate this Agreement, including referral of information to the appropriate authorities. Any Canada Person who uses the Distribution Contract and/or purchases Tokens or enters this Agreement on an unlawful, unauthorized or fraudulent basis shall be solely liable for, and shall indemnify, defend and hold harmless the Company and the Company Parties from any damages, losses, liabilities, costs or expenses of any kind, whether direct or indirect, consequential, compensatory, incidental, actual, exemplary, punitive or special and including, without limitation, any loss of business, revenues, profits, data, use, goodwill or other intangible losses incurred by the Company Parties that arises from or is a result of such Canada Person’s unlawful, unauthorized or fraudulent use of the Distribution Contract and/or the receipt or purchase of Tokens.



Section 3.12 Not an Offering of Securities, Commodities or Swaps. Company represents that the sale of Tokens and Tokens themselves are not intended to be securities, commodities, swaps on either securities or commodities or financial instruments of any kind. Company represents and warrants that this Agreement is not intended to be an investment contract for the purposes of the U.S. federal securities laws. Company represents and warrants that the sale of Tokens and Tokens themselves are not intended to be a “financial instrument” subject to regulation in the EU under the EU Directive 2004/39/EC on Markets in Financial Instruments (“MiFID”), as implemented in the UK, a “specified investment” subject to regulation in the UK under the Financial Services and Markets Act 2000 (“FSMA”); a “security” subject to regulation under the EU Prospectus Directive, as implemented in the UK; “electronic money” subject to regulation under Directive 2009/110/EC (“e-Money Directive”), as implemented in the UK or a “payment instrument” or “money remittance” or “payment transactions” subject to regulation under Directive 2015/2366 (“Payment Services Directive No. 2”), as implemented in the UK. Purchases and sales of Tokens are not subject to the protections of any Laws governing those types of financial instruments. Company represents that this Agreement and all other documents referred to in this Agreement including without limitation the White Paper do not constitute a prospectus or offering document, and are not an offer to sell, nor the solicitation of an offer to buy an investment, a security, commodity, or a swap on either a security or commodity or any other type of financial instrument.

Section 3.13 Not an Investment. Company hereby discloses that: Buyer should not participate in the Token Distribution Event or purchase of Tokens for investment purposes. Tokens are not designed for investment purposes and should not be considered as a type of investment. Buyer acknowledges, understands and agrees that Buyer does not expect and there is no guarantee or representation or warranty by Company that: (a) the Project will ever be adopted; (b) the Project will be adopted as developed by Company and not in a different or modified form; (c) a blockchain utilizing or adopting the Project will ever be launched; and (d) a blockchain will ever be launched with or without changes to the Project.

Section 3.14 Not for Speculation. Buyer acknowledges and agrees that Buyer is not purchasing Tokens for purposes of investment, speculation, as some type of arbitrage strategy, for immediate resale or other financial purposes.

#### **ARTICLE 4: NO OTHER RIGHTS CREATED**

Section 4.1 No Claim, Loan or Ownership Interest. The purchase of Tokens: (a) does not provide Buyer with rights of any form with respect to Company or its revenues or assets, including, but not limited to, any voting, distribution, redemption, liquidation, proprietary (including all forms of intellectual property) or other financial or legal rights; (b) is not a loan to Company; and (c) does not provide Buyer with any ownership or other interest in Company.

Section 4.2 Intellectual Property. Company retains all right, title and interest in all of Company’s intellectual property, including, without limitation, inventions, ideas, concepts, code, discoveries, processes, marks, methods, software, compositions, formulae, techniques, information and data, whether or not patentable, copyrightable or protectable in trade mark, and any trade marks, copyright, database rights or patents based thereon. Buyer shall not use any of Company’s intellectual property for any reason without Company’s prior written consent.

## **ARTICLE 5: SECURITY AND DATA; TAXES**

### Section 5.1 Security and Data Privacy.

(a) Buyer's Security. Buyer will implement reasonable and appropriate measures designed to secure access to: (i) any device associated with Buyer and utilized in connection with Buyer's purchase of Tokens; (ii) private keys to Buyer's wallet or account; and (iii) any other username, passwords or other login or identifying credentials. In the event that Buyer is no longer in possession of Buyer's private keys or any device associated with Buyer's account or is not able to provide Buyer's login or identifying credentials, Buyer may lose all of Buyer's Tokens and/or access to Buyer's account. Company is under no obligation to recover any Tokens and Buyer acknowledges, understands and agrees that all purchases of Tokens are non-refundable and Buyer will not receive money or other compensation for any Tokens purchased.

(b) Additional Information. Upon Company's request, Buyer will immediately provide to Company information and documents that Company, in its sole discretion, deems necessary or appropriate to comply with any Laws, regulations, rules or agreements, including without limitation judicial process. Such documents include, but are not limited to, passport, driver's license, utility bills, photographs of associated individuals, government identification cards, or sworn statements. Buyer consents to Company disclosing such information and documents in order to comply with applicable Laws, regulations, rules or agreements. Buyer acknowledges that Company may refuse to distribute Tokens to Buyer until such requested information is provided.

Section 5.2 Taxes. Buyer acknowledges, understands and agrees that: (a) the purchase, receipt or transfer of and transactions in, Tokens may have tax consequences for Buyer; (b) Buyer is solely responsible for Buyer's compliance with Buyer's tax obligations; and (c) Company bears no liability or responsibility with respect to any tax consequences to Buyer. Each of Company and Buyer agree to treat this Agreement as a forward contract for U.S. federal, state and local income tax purposes, and will not take any position on any tax return, report, statement or other tax document that is inconsistent with such treatment, unless otherwise required by a change in law occurring after the date hereof, a closing agreement with an applicable tax authority or a final non-appealable judgment of a court of competent jurisdiction.

## **ARTICLE 6: REPRESENTATIONS AND WARRANTIES OF BUYER**

By buying Tokens, Buyer represents and warrants to Company that:

Section 6.1 Not a Prohibited Person. Buyer is not a Prohibited Person.

Section 6.2 Not a U.S. Person. Buyer is not a U.S. Person.

Section 6.3 Not a PRC Person. Buyer is not a PRC Person.

Section 6.4 Not a Canada Person. Buyer is not a Canada Person.

Section 6.5 Authority. Buyer has all requisite power and authority to execute and deliver this Agreement, to purchase Tokens, and to carry out and perform its obligations under this

Agreement. Buyer has all requisite power and authority to execute, issue and deliver this Agreement and purchase Tokens, and to carry out and perform its obligations under this Agreement. This Agreement constitutes a legal, valid and binding obligation of Buyer enforceable against Buyer in accordance with its terms, except that such enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium and similar laws of general application relating to or affecting creditors' rights generally and by equitable principles (regardless of whether enforcement is sought in a proceeding in equity or at law).

(a) If an individual, Buyer is at least eighteen (18) years old and of sufficient legal age and capacity to enter into this Agreement and purchase Tokens.

(b) If a legal entity, Buyer is duly organized, validly existing and in good standing under the Laws of its domiciliary jurisdiction and each jurisdiction where it conducts business.

(c) Buyer is not an individual acting for purposes that are wholly or mainly outside that individual's trade, business, craft or profession.

Section 6.6 No Conflict. The execution, delivery and performance of this Agreement will not result in: (a) any violation of, be in conflict with or constitute a material default under, with or without the passage of time or the giving of notice: (i) any provision of Buyer's Organizational Documents, if applicable; (ii) any provision of any judgment, decree or order to which Buyer is a party, by which it is bound, or to which any of its material assets are subject; (iii) any material agreement, obligation, duty or commitment to which Buyer is a party or by which it is bound; or (iv) any applicable Laws; or (b) the creation of any material lien, charge or encumbrance upon any material assets of Buyer.

Section 6.7 No Consents or Approvals. The execution and delivery of, and performance under, this Agreement require no approval or other action from any Governmental Authority or any other Person other than Buyer.

Section 6.8 Buyer Status. Buyer is not subject to any of the disqualifying events listed in Rule 506(d)(1) of Regulation D under the Securities Act of 1933 (attached as Exhibit A, each a "Buyer Event"), and there is no proceeding or investigation pending or, to the knowledge of Buyer, threatened by any Governmental Authority, that would reasonably be expected to become the basis for a Buyer Event. If Buyer is a legal entity, Buyer makes the same representations with respect to its directors (or equivalent) and senior executive officers, and its affiliates and their respective directors (or equivalent) and senior executive officers.

Section 6.9 Buyer Knowledge and Risks of Project. Buyer has received a copy of the current White Paper and carefully read it. Buyer acknowledges that the White Paper may change up to and after the Token Distribution Date and Buyer accepts the obligation to promptly read new versions of the White Paper as made available. Buyer has sufficient knowledge and experience in business, technology and financial matters, including a sufficient understanding of blockchain or cryptographic tokens and other digital assets, smart contracts, storage mechanisms (such as digital or token wallets), blockchain-based software systems and blockchain technology, to be able to evaluate the risks and merits of Buyer's purchase of Tokens, including but not limited to the matters set forth in this Agreement, and is able to bear the risks thereof, including loss of all

amounts paid, loss of Tokens; and liability to Company and others for its acts and omissions, including without limitation those constituting breach of this Agreement, negligence, fraud or willful misconduct. Buyer has obtained sufficient information in order to make an informed decision to purchase Tokens.

Section 6.10 Access to Information. Buyer has been provided an opportunity to ask questions of, and Buyer has received answers thereto satisfactory to Buyer from, Company and its representatives regarding the terms and conditions of the purchase of Tokens, and Buyer has obtained any and all additional information requested by Buyer of Company and its representatives to verify the accuracy of all information furnished to Buyer regarding the Project and the purchase of Tokens. Buyer acknowledges that Other Buyers may have received different information than Buyer regarding the purchase of Tokens, including because Other Buyers may have asked additional questions of, or requested additional information from, Company and its representatives. Buyer is not relying on Company or any of its owners, officers, counsel, employees, agents or representatives for legal, investment or tax advice. Buyer has sought independent legal, investment and tax advice to the extent that Buyer has deemed necessary or appropriate in connection with Buyer's decision to purchase Tokens described herein.

Section 6.11 Evaluation of and Ability to Bear Risks. Buyer has such knowledge and experience in financial matters, business and technology, including but not limited to blockchain technology, to be able to evaluate the risks and merits of purchasing, and other considerations relating to, Tokens to be purchased by Buyer pursuant to this Agreement, including but not limited to the risks outlined in Article 7 herein, and is able to bear such risks. Buyer's financial situation is such that Buyer can afford to bear the economic risk of holding Tokens for an indefinite period of time, and Buyer can afford to suffer the complete loss of the Purchase Price and Tokens.

Section 6.12 Funds; Payments.

(a) Funds. The funds, including any fiat, virtual currency or cryptocurrency, Buyer uses to purchase Tokens are not derived from or related to any unlawful activities, including but not limited to money laundering or terrorist financing, and Buyer will not use Tokens to finance, engage in or otherwise support any unlawful activities.

(b) Payments. All payments by Buyer under this Agreement will be made only in Buyer's name, from a digital wallet or bank account not located in a country or territory that has been designated as a "non-cooperative country or territory" by the Financial Action Task Force, and is not a "foreign shell bank" within the meaning of the U.S. Bank Secrecy Act (31 U.S.C. § 5311 *et seq.*), as amended, and the regulations promulgated thereunder by the Financial Crimes Enforcement Network, as such regulations may be amended from time to time.

Section 6.13 Anti-Money Laundering and Sanctions Compliance.

(a) Anti-Money Laundering; Counter-Terrorism Financing. To the extent required by applicable Laws, Buyer complies with all anti-money laundering and counter-terrorism financing requirements.

(b) Sanctions Compliance. Neither Buyer, nor any Person having a direct or indirect beneficial interest in Buyer or Tokens being acquired by Buyer, or any Person for whom Buyer is

acting as agent or nominee in connection with Tokens, is (i) the subject of sanctions administered or enforced by the United States (including without limitation the U.S. Department of the Treasury's Office of Foreign Asset Control, the United Kingdom, the European Union or any other Governmental Authority (collectively, "Sanctions")), (ii) organized or resident in a country or territory that is the subject of country-wide or territory-wide Sanctions or (iii) otherwise a party with which Company is prohibited from dealing with under applicable Laws.

## **ARTICLE 7: RISKS**

TOKENS MAY HAVE NO VALUE. BUYER MAY LOSE ALL AMOUNTS PAID. Buyer has carefully reviewed, acknowledges, understands and assumes the following risks, as well as all other risks associated with Tokens (including those not discussed herein), all of which could render Tokens worthless or of little value:

Section 7.1 No Rights, Functionality or Features. Tokens have no rights, uses, purpose, attributes, functionalities or features, express or implied, outside the Project.

Section 7.2 Platform. Buyer should not purchase Tokens in reliance on the Platform because Tokens may not be usable on the Platform and do not entitle Buyer to anything with respect to the Platform.

Section 7.3 Purchase Price Risk. The Purchase Price of Tokens purchased by Buyer may vary from the Purchase Price of Tokens purchased by other Persons, and the price per Token as determined by any secondary market may vary. Moreover, Company makes no guarantees or representations as to the development of a secondary market for Tokens. There is the possibility that the price per Token will fall below the price paid by initial buyers of Tokens as of the Token Distribution Date. Company reserves the right to change the duration of the Token Distribution Event for any reason, including, without limitation, bugs in the Distribution Contract or the unavailability of the Website or other unforeseen procedural or security issues.

Section 7.4 Ability to Transact or Resell. Buyer may be unable to sell or otherwise transact in Tokens at any time, or for the price Buyer paid. By using the Distribution Contract or by purchasing Tokens, Buyer acknowledges, understands and agrees that: (a) Tokens may have no value; (b) there is no guarantee or representation of liquidity for Tokens; and (c) Company is not and shall not be responsible for or liable for the market value of Tokens, the transferability and/or liquidity of Tokens and/or the availability of any market for Tokens through third parties or otherwise.

Section 7.5 Blockchain Delay Risk. On the Ethereum blockchain, timing of block production is determined by proof of work, so block production can occur at random times. For example, Purchase Currency contributed to the Distribution Contract in the final seconds of a distribution period may not get included for that period. Buyer acknowledges and understands that the Ethereum blockchain may not include Buyer's transaction at the time Buyer expects and Buyer may not receive Tokens the same day Buyer sends Purchase Currency.

Section 7.6 Ethereum Blockchain. The Ethereum blockchain may be prone to periodic congestion during which transactions can be delayed or lost. Individuals may also intentionally spam the Ethereum network in an attempt to gain an advantage in purchasing cryptographic tokens.

Buyer acknowledges and understands that Ethereum block producers may not include Buyer's transaction when Buyer wants or Buyer's transaction may not be included at all.

Section 7.7 Source Code. The source code underpinning the Tokens and token smart contracts may contain flaws, bugs, defects or inconsistencies that could compromise the predictability, usability, functionality, stability and security of the Tokens. The Company has attempted to perform quality assurance and audit procedures to ensure the source code accurately reflects the Tokens intended operation, though there can be no guarantee that any errors are identified or the source code will be error-free. In addition, source code modifications or updates may lead to unexpected or unintended outcomes that may adversely affect the utility or functionality of the Tokens or any associated services. Source code modifications that constitute upgrades may be required in connection with the development of the Tokens or associated services, and Buyer's failure to participate in any such upgrades may result in the loss of some or all Token functionality.

Section 7.8 Forks. The temporary or permanent existence of forked blockchains on the Ethereum blockchain could adversely impact the use and functionality of the Tokens.

Section 7.9 Token Security. Tokens may be subject to expropriation and /or theft. Hackers or other malicious groups or organizations may attempt to interfere with the Distribution Contract or Tokens in a variety of ways, including, but not limited to, malware attacks, denial of service attacks, consensus-based attacks, Sybil attacks, smurfing and spoofing. Furthermore, because the Ethereum platform and Tokens rest on open source software, there is the risk that Ethereum smart contracts may contain intentional or unintentional bugs or weaknesses that may negatively affect Tokens or result in the loss of Buyer's Tokens, the loss of Buyer's ability to access or control Buyer's Tokens or the loss of ETH in Buyer's account. In the event of such a software bug or weakness, there may be no remedy and holders of Tokens are not guaranteed any remedy, refund or compensation.

Section 7.10 Access to Private Keys. Tokens purchased by Buyer may be held by Buyer in Buyer's digital wallet or vault, which requires a private key, or a combination of private keys, for access. Accordingly, loss of requisite private key(s) associated with Buyer's digital wallet or vault storing Tokens will result in loss of such Tokens, access to Buyer's Token balance and/or any initial balances in blockchains created by third parties. Moreover, any third party that gains access to such private key(s), including by gaining access to login credentials of a hosted wallet or vault service Buyer uses, may be able to misappropriate Buyer's Tokens. Company is not responsible for any such losses.

Section 7.11 Invalid Wallet. It is Buyer's responsibility to ensure that the digital wallet address provided to Company for the receipt of Tokens is capable of accepting all types and categories of tokens, including ERC-20 compatible tokens. Company is not responsible if the wallet provided by Buyer is not capable of accepting Tokens distributed by Company. Buyer assumes all responsibility with respect to the foregoing, and Company accepts no liability whatsoever for wallets that do not accept Tokens distributed by Company.

Section 7.12 New Technology. The Project and the matters set forth in the White Paper are new and untested. The Project might not be capable of completion, implementation or

adoption. **It is possible that no blockchain use cases by the Project will ever be launched and there may never be an operational Platform. Even if the Project is completed, implemented and adopted, it might not function as intended, and any tokens associated with a blockchain adopting the Project may not have functionality that is desirable or valuable.** Technology changes rapidly, and Tokens and the Project may become outdated.

Section 7.13 Reliance on Third Parties. The Project will rely, in whole or partly, on third parties to adopt and implement it and to continue to develop, supply and otherwise support it. There is no assurance or guarantee that those third parties will complete their work, properly carry out their obligations or otherwise meet anyone's needs, all of which might have a material adverse effect on the Project.

Section 7.14 Failure to Map a Public Key to Buyer's Account. Buyer's failure to map a public key to Buyer's account may result in third parties being unable to recognize Buyer's Token balance on the Ethereum blockchain.

Section 7.15 Exchange and Counterparty Risks. If Buyer sends Purchase Currency to the Distribution Contract from an exchange or an account that Buyer does not control, pursuant to the Distribution Contract, Tokens will be allocated to the account that has sent Purchase Currency; therefore, Buyer may never receive or be able to recover Buyer's Tokens. Furthermore, if Buyer chooses to maintain or hold Tokens through a cryptocurrency exchange or other third party, Buyer's Tokens may be stolen or lost. **In addition, third parties may not recognize Buyer's claim to any derivative tokens if and when launched by third parties according to the distribution rules set in the Project.** By using the Distribution Contract and/or by purchasing Tokens, Buyer acknowledges and agrees that Buyer sends Purchase Currency to the Distribution Contract through an exchange account and/or holds Tokens on a cryptocurrency exchange or with another third party at Buyer's own and sole risk.

Section 7.16 Changes to the Project. The Project is still under development and may undergo significant changes over time. Although Company intends for the Project to have the features and specifications set forth in the White Paper, Company may make changes to such features and specifications for any number of reasons, any of which may mean that the Platform does not meet Buyer's expectations.

Section 7.17 Effect of Applicable Laws. The Project is subject to various Laws, including without limitation, laws and regulations of the United States, individual States and local jurisdictions, governing all aspects of the Project, and once launched globally, will be subject to the Laws of additional national jurisdictions. These Laws may require that features or functionalities of the Project be changed or discontinued in ways not expected, or may impose costs that make certain features and functionalities unprofitable. Laws may subject Company to oversight, enforcement, fines and other penalties that may damage the Company or force the Project to end prematurely.

Section 7.18 Project Completion. The development of the Project may be abandoned for a number of reasons, including, but not limited to, lack of interest from the public, lack of funding, lack of commercial success or prospects or departure of key personnel.

Section 7.19 Lack of Interest. The ongoing success of the Project relies on the interest and participation of third parties. There can be no assurance or guarantee that there will be sufficient interest or use of the Project.

Section 7.20 Uncertain Regulatory Framework. The regulatory status of cryptographic tokens, digital assets and blockchain technology is unclear or unsettled in many jurisdictions. It is difficult to predict how or whether governmental authorities will regulate such technologies. It is likewise difficult to predict how or whether any governmental authority may make changes to existing laws, regulations and/or rules that will affect cryptographic tokens, digital assets, blockchain technology and its applications. Such changes could negatively impact Tokens in various ways, including, for example, through a determination that Tokens are regulated financial instruments that require registration. Company may cease the distribution of Tokens, cease the development of the Project or cease operations in a jurisdiction in the event that governmental actions make it unlawful or commercially undesirable to continue to do so.

Section 7.21 Risk of Government Action. The industry in which Company operates is new and may be subject to heightened oversight and scrutiny, including investigations or enforcement actions. There can be no assurance that governmental authorities will not examine the operations of Company and/or pursue enforcement actions against Company. Such governmental activities may or may not be the result of targeting Company in particular. All of this may subject Company to judgments, settlements, fines or penalties, or cause Company to restructure its operations and activities or to cease offering certain products or services, all of which could harm Company's reputation or lead to higher operational costs, which may in turn have a material adverse effect on Tokens and/or the development of the Project.

Section 7.22 Business Risks. The Project may fail to secure the critical involvement and cooperation of key participants. Company and/or the Project may be subject to actions by private parties with respect to intellectual property and other contractual matters. Federal, state and even international laws, regulations and/or rules applicable to technology industries, including but not limited to those regarding the blockchain technology may impact or constrain the design, implementation and operation of the Project.

## **ARTICLE 8: LIMITATION OF LIABILITY; INDEMNIFICATION**

Section 8.1 No Consequential, Incidental or Punitive Damages. Notwithstanding anything to the contrary contained herein, Company shall not be liable to any Person, whether in contract, tort (including negligence), warranty or otherwise, for special, incidental, consequential, indirect, punitive, enhanced, or exemplary damages (including but not limited to lost data, lost profits or savings, loss of business or other economic loss) arising out of or related to this Agreement, whether or not Company has been advised or knew of the possibility of such damages, and regardless of the nature of the cause of action or theory asserted.

Section 8.2 Limitation of Liability. To the fullest extent permitted by applicable Law, Buyer disclaims any right or cause of action against Company of any kind in any jurisdiction that would give rise to any damages whatsoever, on the part of Company. Buyer agrees not to seek any refund, compensation or reimbursement from Company, regardless of the reason, and regardless of whether the reason is identified in this Agreement.



Section 8.3 Damages. In no circumstances will the aggregate joint liability of Company and any of its Affiliates, officers, directors or employees, whether in contract, warrant, tort or other theory, for damages to Buyer under this Agreement exceed the amount received by Company from Buyer.

Section 8.4 Force Majeure. Buyer understands and agrees that Company shall not be liable and disclaims all liability to Buyer in connection with any force majeure event, including acts of God, labor disputes or other industrial disturbances, electrical, telecommunications, hardware, software or other utility failures, software or smart contract bugs or weaknesses, earthquakes, storms, or other nature-related events, blockages, embargoes, riots, acts or orders of government, acts of terrorism or war, technological change, changes in interest rates or other monetary conditions and, for the avoidance of doubt, changes to any blockchain-related protocol.

Section 8.5 Release. To the fullest extent permitted by Law, Buyer releases Company from responsibility, liability, claims, demands and/or damages of every kind and nature, known and unknown (including, but not limited to, claims of negligence), arising out of or related to the acts or omissions of third parties.

Section 8.6 Indemnification.

(a) To the fullest extent permitted by applicable Law, Buyer will indemnify, defend and hold harmless and reimburse Company from and against any and all actions, proceedings, claims, damages and demands (including, without limitation, fees and expenses of counsel), incurred by Company arising from or relating to: (i) Buyer's purchase or use of Tokens; (ii) Buyer's responsibilities or obligations under this Agreement; (iii) Buyer's breach of or violation of this Agreement; (iv) any inaccuracy in any representation or warranty of Buyer; (v) Buyer's violation of any rights of any other Person or entity; and/or (vi) any act or omission of Buyer that is negligent, unlawful or constitutes willful misconduct.

(b) Company reserves the right to exercise sole control over the defense, at Buyer's expense, of any claim subject to indemnification under this Section 8.6. This indemnity is in addition to, and not in lieu of, any other indemnities set forth in any written agreement between Buyer and Company.

## **ARTICLE 9: DISPUTE RESOLUTION**

Section 9.1 Informal Dispute Resolution. Buyer and Company shall cooperate in good faith to resolve any dispute, controversy or claim arising out of, relating to or in connection with this Agreement, including with respect to the formation, applicability, breach, termination, validity or enforceability thereof (a "Dispute"). If the Parties are unable to resolve a Dispute within ninety (90) days of notice of such Dispute being received by all Parties, such Dispute shall be finally settled by Binding Arbitration as defined in Section 9.2 below.

Section 9.2 Binding Arbitration. Any Dispute not resolved within ninety (90) days as set forth in Section 9.1 shall be referred to and finally resolved by arbitration under the rules of the London Court of International Arbitration in effect at the time of the arbitration, except as they may be modified herein or by mutual agreement of the Parties. The number of arbitrators shall be one (1), who shall be selected by Company. The seat, or legal place, of arbitration shall be London.

The language to be used in the arbitral proceedings shall be English. The governing Law of this Agreement shall be as set forth in Section 12.1 herein. The arbitration award shall be final and binding on the Parties (“Binding Arbitration”). The Parties undertake to carry out any award without delay and waive their right to any form of recourse insofar as such waiver can validly be made. Judgment upon the award may be entered by any court having jurisdiction thereof or having jurisdiction over the relevant Party or its assets. Company and Buyer will each pay their respective attorneys’ fees and expenses.

Section 9.3 Forum. Company and Buyer irrevocably and unconditionally waive any objection to the laying of venue of any dispute and matters in such venue, and hereby further irrevocably and unconditionally waive and agree not to plead or claim in any such venue or any other court or arbitration that any such dispute or matter in such venue has been brought in an inconvenient forum. In furtherance of the foregoing, Buyer acknowledges and agrees that it does not have the right to a trial by jury or to engage in pre-arbitration discovery, or otherwise to litigate the claim in any court.

Section 9.4 No Class Arbitrations, Class Actions or Representative Actions. Any Dispute arising out of or related to this Agreement is personal to Buyer and Company and will not be brought as a class arbitration, class action or any other type of representative proceeding. There will be no class arbitration or arbitration in which an individual attempts to resolve a Dispute as a representative of another individual or group of individuals. Further, a Dispute cannot be brought as a class or other type of representative action, whether within or outside of arbitration, or on behalf of any other individual or group of individuals.

Section 9.5 Confidentiality. Except as may be required by law, neither party nor the arbitrator may disclose the existence, content or results of any arbitration without the prior written consent of both parties, unless to protect or pursue a legal right. Before making any such disclosure, a party shall give written notice to all other parties and shall afford them a reasonable opportunity to protect their interests, except to the extent such disclosure is necessary to comply with applicable Law, regulatory requirements or professional standards.

Section 9.6 Discovery. Discovery shall be permitted in connection with the arbitration only to the extent, if any, expressly authorized by the arbitrator upon a showing of substantial need by the party seeking discovery.

## **ARTICLE 10: REPRESENTATIONS AND WARRANTIES OF COMPANY**

Company hereby represents and warrants to Buyer, as of the date hereof, as follows:

Section 10.1 Corporate Status. Company is a private limited company duly organized, validly existing and in good standing under the laws of England and Wales and has all requisite corporate power and authority to carry on its business as now conducted.

Section 10.2 Company Power and Authority. Company has all requisite power and authority to execute and deliver this Agreement and sell Tokens to Buyer and to carry out and perform its obligations under this Agreement. The Agreement constitutes a legal, valid and binding obligation of Company enforceable against Company in accordance with its terms.

Section 10.3 No Conflict. The execution, delivery and performance of this Agreement will not result in: (a) any violation of, be in conflict with in any material respect, or constitute a material default under, with or without the passage of time or the giving of notice (i) any provision of Company's Organizational Documents, (ii) any provision of any judgment, decree or order to which Company is a party, by which it is bound, or to which any of its material assets are subject, (iii) any material contract, obligation or commitment to which Company is a party or by which it is bound, or (iv) any applicable Laws; or (b) the creation of any material lien, charge or encumbrance upon any material assets of Company.

Section 10.4 No Consents or Approvals. The execution and delivery of and performance under this Agreement require no approval or other action from any Governmental Authority or Person other than Company.

## **ARTICLE 11: DISCLAIMER**

Section 11.1 Tokens Provided on an "As Is" Basis. Buyer expressly acknowledges, understands and agrees that Buyer is using the Distribution Contract and purchasing Tokens at Buyer's sole risk and that the Distribution Contract and Tokens are each provided, used and acquired on an "AS IS" and on an "AS AVAILABLE" basis without representations, warranties, promises or guarantees whatsoever of any kind by Company, and that Buyer shall rely on its own examination and investigation thereof.

Section 11.2 No Representation or Warranty.

(a) COMPANY DOES NOT MAKE AND EXPRESSLY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS, IMPLIED OR STATUTORY.

(b) WITH RESPECT TO THE DISTRIBUTION CONTRACT AND TOKENS, COMPANY SPECIFICALLY DOES NOT REPRESENT OR WARRANT AND EXPRESSLY DISCLAIMS ANY REPRESENTATION OR WARRANTY, EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION, ANY REPRESENTATIONS OR WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, USAGE, SUITABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, OR AS TO THE WORKMANSHIP OR TECHNICAL CODING THEREOF, OR THE ABSENCE OF ANY DEFECTS THEREIN, WHETHER LATENT OR PATENT.

## **ARTICLE 12: MISCELLANEOUS**

Section 12.1 Governing Law. This Agreement shall be governed in all respects, including as to validity, interpretation and effect, by the Laws of the State of Delaware without giving effect to its principles or rules of conflict of Laws, to the extent such principles or rules are not mandatorily applicable by statute and would permit or require the application of the Laws of another jurisdiction.

Section 12.2 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Parties, and their respective heirs, successors and permitted assigns. This Agreement shall not be assignable or otherwise transferable without the prior written consent of

the other Party, *provided* that Company may assign or transfer this Agreement to an Affiliate. Any purported assignment in violation of this provision shall be void.

Section 12.3 Entire Agreement. This Agreement, including the exhibits attached hereto and the materials incorporated herein by reference, constitutes the entire agreement between the Parties and supersedes all prior or contemporaneous agreements and understandings, both written and oral, between the Parties with respect to the subject matter hereof, including, without limitation, any public or other statements or presentations made by Company about Tokens or the Project. To the extent any of the exhibits hereto or materials incorporated by reference contradict anything contained in this Agreement, the provisions of this Agreement shall prevail. No Party shall be liable or bound to other Party in any manner with regard to the subjects hereof or thereof by any warranties, representations or covenants except as specifically set forth herein or therein.

Section 12.4 Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, inoperative or unenforceable for any reason, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in an acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the fullest extent possible.

Section 12.5 Modification of Agreement. Company reserves the right to amend this Agreement upon notice to Buyer, *provided*, however, that Company shall not amend the financial terms of this Agreement. Company may modify this Agreement at any time by delivering a revised Agreement to Buyer or posting a revised version on the Website. It is Buyer's responsibility to check the Website regularly for modifications to this Agreement. Amendments will be effective on the day such amended Agreement is sent to Buyer or posted on the Website. This Agreement was last modified on the date listed at the beginning of this Agreement.

Section 12.6 Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which shall together constitute one and the same instrument.

Section 12.7 Termination of Agreement; Survival.

(a) Company may terminate this Agreement at its sole discretion, including without limitation, by reason of change in tax, securities, corporate or other law, or if Company determines, in its sole discretion, that this Agreement constitutes a security or other form of financial instrument subject to regulation by any Governmental Authority. Upon such termination, Buyer will not receive any Tokens; provided, however, that in the event that Buyer has made payment in full, Company shall reimburse Buyer the Purchase Price less an appropriate charge to cover the costs of the Token Distribution.

(b) Company further reserves the right to terminate this Agreement, in its sole discretion, in the event that Buyer breaches this Agreement. Upon any such termination, Buyer shall not be entitled to receive any Tokens. Buyer shall not be entitled to any other recourse.

(c) This Agreement shall otherwise terminate upon the completion of all sales in the Token Distribution Event.

(d) Upon termination of this Agreement: (i) all of Buyer's rights under this Agreement immediately terminate; (ii) Buyer is not entitled to a refund of any amount paid; and (iii) Article Four, Article Five, Article Seven, Article Eight, Article Nine, Article Eleven and Article Twelve will continue to apply in accordance with their terms.

Section 12.8 No Waivers. The failure by Company to exercise or enforce any right or provision of this Agreement will not constitute a present or future waiver of such right or provision nor limit Company's right to enforce such right or provision at a later time. All waivers by Company must be unequivocal and in writing to be effective.

Section 12.9 No Partnership; No Agency; No Third Party Beneficiaries. Nothing in this Agreement and no action taken by the Parties shall constitute, or be deemed to constitute, a partnership, association, joint venture or other co-operative entity between the Parties. Nothing in this Agreement and no action taken by the Parties pursuant to this Agreement shall constitute, or be deemed to constitute, either Party the agent of the other Party for any purpose. No Party has, pursuant to this Agreement, any authority or power to bind or to contract in the name of the other Party. This Agreement does not create any third party beneficiary rights in any person.

Section 12.10 Electronic Communications. Buyer agrees and acknowledges that all agreements, notices, disclosures and other communications that Company provides Buyer pursuant to this Agreement or in connection with or related to Buyer's purchase of Tokens, including this Agreement, may be provided by Company, in its sole discretion, to Buyer, in electronic form.

Section 12.11 Publications and Notifications, Fees and Expenses. The Parties shall agree to any press release or publication that jointly involves the names, brands or officers of both Parties. Written correspondence and notifications between the Parties, whether as a result of a Dispute or otherwise intended to be official correspondence, may be through email or other common forms of social media (Skype, Slack, WhatsApp, etc.). Each Party shall be solely liable for all of its own fees, costs and otherwise in connection with negotiation and execution of this Agreement and any future dealings between the Parties and/or future publications regarding the Parties.

Section 12.12 Confidentiality. This Agreement shall remain confidential between the Parties in perpetuity, except to the extent required to be disclosed pursuant to applicable Law.

## Exhibit A

### Events listed in Rule 506(d)(1) of Regulation D under the Securities Act of 1933

Do any of the following apply to Buyer? If yes, Buyer may not purchase Tokens under this Agreement.

- (i) Has been convicted, within ten years before such sale (or five years, in the case of issuers, their predecessors and affiliated issuers), of any felony or misdemeanor:
  - (A) In connection with the purchase or sale of any security;
  - (B) Involving the making of any false filing with the Commission; or
  - (C) Arising out of the conduct of the business of an underwriter, broker, dealer, municipal securities dealer, investment adviser or paid solicitor of purchasers of securities;
  
- (ii) Is subject to any order, judgment or decree of any court of competent jurisdiction, entered within five years before such sale, that, at the time of such sale, restrains or enjoins such person from engaging or continuing to engage in any conduct or practice:
  - (A) In connection with the purchase or sale of any security;
  - (B) Involving the making of any false filing with the Commission; or
  - (C) Arising out of the conduct of the business of an underwriter, broker, dealer, municipal securities dealer, investment adviser or paid solicitor of purchasers of securities;
  
- (iii) Is subject to a final order of a state securities commission (or an agency or officer of a state performing like functions); a state authority that supervises or examines banks, savings associations, or credit unions; a state insurance commission (or an agency or officer of a state performing like functions); an appropriate federal banking agency; the U.S. Commodity Futures Trading Commission; or the National Credit Union Administration that:
  - (A) At the time of such sale, bars the person from:
    - (1) Association with an entity regulated by such commission, authority, agency or officer;
    - (2) Engaging in the business of securities, insurance or banking; or
    - (3) Engaging in savings association or credit union activities; or

- (B) Constitutes a final order based on a violation of any law or regulation that prohibits fraudulent, manipulative or deceptive conduct entered within ten years before such sale;
- (iv) Is subject to an order of the Commission entered pursuant to section 15(b) or 15B(c) of the Securities Exchange Act of 1934 (15 U.S.C. §§ 78o(b) or 78o-4(c)) or section 203(e) or (f) of the Investment Advisers Act of 1940 (15 U.S.C. § 80b-3(e) or (f)) that, at the time of such sale:
  - (A) Suspends or revokes such person's registration as a broker, dealer, municipal securities dealer or investment adviser;
  - (B) Places limitations on the activities, functions or operations of such person; or
  - (C) Bars such person from being associated with any entity or from participating in the offering of any penny stock;
- (v) Is subject to any order of the Commission entered within five years before such sale that, at the time of such sale, orders the person to cease and desist from committing or causing a violation or future violation of:
  - (A) Any scienter-based anti-fraud provision of the federal securities laws, including without limitation section 17(a)(1) of the Securities Act of 1933 (15 U.S.C. § 77q(a)(1)), section 10(b) of the Securities Exchange Act of 1934 (15 U.S.C. § 78j(b)) and 17 CFR § 240.10b-5, section 15(c)(1) of the Securities Exchange Act of 1934 (15 U.S.C. § 78o(c)(1)) and section 206(1) of the Investment Advisers Act of 1940 (15 U.S.C. § 80b-6(1)) or any other rule or regulation thereunder; or
  - (B) Section 5 of the Securities Act of 1933 (15 U.S.C. § 77e);
- (vi) Is suspended or expelled from membership in, or suspended or barred from association with a member of, a registered national securities exchange or a registered national or affiliated securities association for any act or omission to act constituting conduct inconsistent with just and equitable principles of trade;
- (vii) Has filed (as a registrant or issuer), or was or was named as an underwriter in, any registration statement or Regulation A offering statement filed with the Commission that, within five years before such sale, was the subject of a refusal order, stop order or order suspending the Regulation A exemption, or is, at the time of such sale, the subject of an investigation or proceeding to determine whether a stop order or suspension order should be issued; or
- (viii) Is subject to a United States Postal Service false representation order entered within five years before such sale, or is, at the time of such sale, subject to a temporary restraining order or preliminary injunction with respect to conduct alleged by the

United States Postal Service to constitute a scheme or device for obtaining money or property through the mail by means of false representations.