

Token Purchase Agreement

Project: Vault Phoenix – Ember Token (\$EMBER)
Issuer: Vault Phoenix LLC (the “Company”)
Token Type: Utility Token

1. Purpose

This Token Purchase Agreement (“Agreement”) governs your purchase of Ember (\$EMBER) tokens during the presale conducted by the Company. By purchasing \$EMBER, you acknowledge and agree to the terms set out below.

2. Nature of Tokens

- \$EMBER is a utility token intended for use within the Vault Phoenix ecosystem, including location-based gameplay, marketing campaign activations, and redemption/rewards through the Ember SDK.
- \$EMBER is not a security, equity interest, debt instrument, or any regulated financial product.
- No representation is made that \$EMBER will have any market value or appreciation.

3. No Investment Advice

- Purchasing \$EMBER is not an investment in the Company.
- The Company does not guarantee profit, returns, or future value.
- You are solely responsible for evaluating the risks of purchasing and using \$EMBER.

4. Presale Terms

- Total Supply: 1,000,000,000 \$EMBER
- Presale Duration: 30 days or until hard cap is reached
- Use of Funds: Presale proceeds may be used for product development, legal/compliance expenses, and operational costs
- Distribution: Presale tokens will be delivered to the purchaser’s wallet following presale completion

5. Buyer Representations

By purchasing \$EMBER, you represent and warrant that:

1. You are at least 18 years of age.
2. You are not a citizen or resident of any jurisdiction where token sales are prohibited or restricted.
3. You are purchasing \$EMBER for its intended utility purpose, not as an investment.
4. You understand and accept the risks of cryptocurrency, including volatility and loss of value.

6. Risk Disclosure

You acknowledge that:

- The value of \$EMBER may fluctuate and could be zero.
- Regulatory changes may impact the availability or legality of \$EMBER.
- The Company may not succeed in developing the ecosystem as planned.

7. Limitation of Liability

- To the maximum extent permitted by law, the Company shall not be liable for any loss of profits, loss of value, or damages arising from your purchase or use of \$EMBER.

8. No Refunds

- All presale purchases of \$EMBER are final and non-refundable.

9. Governing Law

- This Agreement is governed by and construed in accordance with the laws of the State of Delaware, United States.

10. Acceptance

By ticking the checkbox on the presale page and proceeding with your purchase, you confirm that you have read and understood this Agreement and accept and agree to be bound by its terms.