



CRYPTO528

PLEASE READ THE THEASE GENERAL NOTICE AND TERMS OF THIS AGREEMENT AND TOKEN SALE CAREFULLY BEFORE PUCHASING THE TOKENS. NOTE THAT THIS AGREEMENT CONTAINS A BINDING ARBITRATION CLAUSE AND CLASS ACTION WAIVER, WHICH, IF APPLICABLE TO YOU, AFFECT YOUR LEGAL RIGHTS. IF YOU DO NOT AGREE TO THESE TERMS OF SALE, DO NOT PURCHASE TOKENS. WHEN YOU CLICK ON THE ACCEPT BUTTON AT THE BOTTOM OF THE DOCUMENT, YOU AGREE TO BE BOUND BY THE TERMS OF THE PRESENT DOCUMENT.

GENERAL NOTICE

THIS SIMPLE AGREEMENT FOR FUTURE TOKENS (“SAFT”) AND CRYPTO 528 TOKENS (THE “TOKENS”) ARE NOT BEING OFFERED OR DISTRIBUTED TO ANY RESIDENT OF OR ANY PERSON LOCATED OR DOMICILED WHERE SUCH OFFERING IS PROHIBITED, RESTRICTED OR UNAUTHORIZED IN ANY FORM OR MANNER WHETHER IN FULL OR IN PART UNDER THE LAWS, REGULATORY REQUIREMENTS OR RULES IN SUCH JURISDICTIONS.

NOTICE TO RESIDENTS OF THE UNITED STATES

THE OFFER AND SALE OF SAFT AND THE TOKENS DESCRIBED HEREUNDER HAS NOT BEEN REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED (“SECURITIES ACT”) OR UNDER THE SECURITIES LAWS OF ANY STATE OR FOREIGN JURISDICTION. THIS OFFERING IS BEING MADE ONLY OUTSIDE THE UNITED STATES TO NON-U.S. PERSONS (AS DEFINED IN SECTION 902 OF REGULATION S UNDER THE SECURITIES ACT) (AND ONLY IN JURISDICTIONS WHERE SUCH OFFER AND SALE IS PERMITTED UNDER APPLICABLE LAW) IN RELIANCE ON REGULATION S UNDER THE SECURITIES ACT. SAFT AND THE TOKENS MAY NOT BE OFFERED, SOLD OR OTHERWISE TRANSFERRED, PLEDGED OR HYPOTHECATED EXCEPT AS PERMITTED UNDER THE SECURITIES ACT AND APPLICABLE STATE AND FOREIGN SECURITIES LAWS PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT OR AN EXEMPTION THEREFROM.

NOTICE TO RESIDENTS OF CANADA

THE SAFT AND THE TOKENS ARE NOT BEING OFFERED OR DISTRIBUTED TO, AS WELL AS CAN NOT BE RESOLD OR OTHERWISE ALIENATED BY THEIR HOLDERS TO, PERSONS OF, NATUREAL AND LEGAL PERSONS, HAVING THEIR HABITUAL RESIDENCE, LOCATION OF THE SEAT OF INCORPORATION IN CANADA, EXCEPT AS PERMITTED BY THE SECURITIES LAW AND OTHER LAWS AND REGULATIONS OF CANADA. THE PERSONS OR



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REPRESENTTTIVES OF CANADA MUST NOT PURCHASE SAFT AND THE TOKENS UNDER THIS AGREEMENT.

NOTICE TO RESIDENTS OF THE EUROPEAN ECONOMIC AREA (“EEA”)

IN RELATION TO EACH MEMBER STATE OF THE EEA, NO OFFER OF SECURITIES MAY BE MADE TO THE PUBLIC IN THAT MEMBER STATE EXCEPT: (A) TO ANY LEGAL ENTITY WHICH IS A QUALIFIED INVESTOR AS DEFINED IN THE PROSPECTUS DIRECTIVE; (B) TO FEWER THAN 150 NATURAL OR LEGAL PERSONS (OTHER THAN QUALIFIED INVESTORS AS DEFINED IN THE PROSPECTUS DIRECTIVE) AS PERMITTED UNDER THE PROSPECTUS DIRECTIVE; OR (C) UNDER ANY OTHER CIRCUMSTANCES FALLING WITHIN ARTICLE 3(2) OF THE PROSPECTUS DIRECTIVE, PROVIDED THAT NO SUCH OFFER OF SECURITIES WILL REQUIRE THE ISSUER TO PUBLISH A PROSPECTUS PURSUANT TO ARTICLE 3 OF THE PROSPECTUS DIRECTIVE, OR SUPPLEMENT A PROSPECTUS PURSUANT TO ARTICLE 16 OF THE PROSPECTUS DIRECTIVE.

SAFT AND THE TOKENS ARE NOT INTENDED TO BE OFFERED, SOLD OR OTHERWISE MADE AVAILABLE TO AND SHOULD NOT BE OFFERED, SOLD OR OTHERWISE MADE AVAILABLE TO ANY RETAIL INVESTOR IN THE EEA. FOR THESE PURPOSES, A RETAIL INVESTOR MEANS A PERSON WHO IS ONE (OR MORE) OF: (I) A RETAIL CLIENT AS DEFINED IN POINT (11) OF ARTICLE 4(1) OF DIRECTIVE 2014/65/EU (“MIFID II”); OR (II) A CUSTOMER WITHIN THE MEANING OF DIRECTIVE 2002/92/EC, WHERE THAT CUSTOMER WOULD NOT QUALIFY AS A PROFESSIONAL CLIENT AS DEFINED IN POINT (10) OF ARTICLE 4(1) OF MIFID II; OR (III) NOT A QUALIFIED INVESTOR AS DEFINED IN THE PROSPECTUS DIRECTIVE. CONSEQUENTLY, NO KEY INFORMATION DOCUMENT IS REQUIRED BY REGULATION (EU) NO 1286/2014 (THE “PRIIPS REGULATION”) FOR OFFERING OR SELLING THE TOKENS OR OTHERWISE MAKING IT AVAILABLE TO RETAIL INVESTORS IN THE EEA HAS BEEN PREPARED AND THEREFORE OFFERING OR SELLING THE TOKENS OR OTHERWISE MAKING IT AVAILABLE TO ANY RETAIL INVESTOR IN THE EEA MAY BE UNLAWFUL UNDER THE PRIIPS REGULATION. IT IS A CONDITION OF YOU RECEIVING AND RETAINING THIS DOCUMENT THAT YOU WARRANT THAT YOU ARE A QUALIFIED INVESTOR.

FOR THE PURPOSES OF THIS NOTICE, THE EXPRESSION AN “OFFER TO THE PUBLIC” IN RELATION TO ANY SECURITIES IN ANY MEMBER STATE MEANS THE COMMUNICATION IN ANY FORM AND BY ANY MEANS OF SUFFICIENT INFORMATION ON THE TERMS OF THE OFFER AND THE SECURITY BEING OFFERED SO AS TO ENABLE AN INVESTOR TO DECIDE TO PURCHASE THE SECURITY, AS THE SAME MAY BE VARIED IN THAT MEMBER STATE BY



ANY MEASURE IMPLEMENTING THE PROSPECTUS DIRECTIVE IN THAT MEMBER STATE. THE EXPRESSION “PROSPECTUS DIRECTIVE” MEANS DIRECTIVE 2003/71/EC (AS AMENDED, INCLUDING BY DIRECTIVE 2010/73/EU), AND INCLUDES ANY RELEVANT IMPLEMENTING MEASURE IN ANY MEMBER STATE.

NOTICE TO RESIDENTS OF THE UNITED KINGDOM

TO THE EXTENT THE AGREEMENT IS A TRANSFERABLE SECURITY IN THE UNITED KINGDOM, THIS AGREEMENT IS BEING DISTRIBUTED ONLY TO, AND IS DIRECTED ONLY AT (AND ANY INVESTMENT ACTIVITY TO WHICH IT RELATES WILL BE ENGAGED ONLY WITH): (I) INVESTMENT PROFESSIONALS (WITHIN THE MEANING OF ARTICLE 19(5) OF THE FINANCIAL SERVICES AND MARKETS ACT 2000 (FINANCIAL PROMOTION) ORDER 2005 AS AMENDED (THE “FPO”)); (II) PERSONS OR ENTITIES OF A KIND DESCRIBED IN ARTICLE 49 OF THE FPO; (III) CERTIFIED SOPHISTICATED INVESTORS (WITHIN THE MEANING OF ARTICLE 50(1) OF THE FPO); AND (IV) OTHER PERSONS TO WHOM IT MAY OTHERWISE LAWFULLY BE COMMUNICATED (ALL SUCH PERSONS TOGETHER BEING REFERRED TO AS “RELEVANT PERSONS”).

THIS AGREEMENT HAS NOT BEEN APPROVED BY AN AUTHORISED PERSON. ANY INVESTMENT TO WHICH THIS AGREEMENT RELATES IS AVAILABLE ONLY TO (AND ANY INVESTMENT ACTIVITY TO WHICH IT RELATES WILL BE ENGAGED ONLY WITH) RELEVANT PERSONS. THIS AGREEMENT IS DIRECTED ONLY AT RELEVANT PERSONS AND PERSONS WHO ARE NOT RELEVANT PERSONS SHOULD NOT TAKE ANY ACTION BASED UPON THIS AGREEMENT AND SHOULD NOT RELY ON IT. IT IS A CONDITION OF YOU RECEIVING AND RETAINING THIS AGREEMENT THAT YOU WARRANT TO THE COMPANY, ITS MANAGERS, AND ITS OFFICERS THAT YOU ARE A RELEVANT PERSON.

NOTICE TO RESIDENTS OF CHINA

PERSONS DOMICILED IN OR PURCHASING FROM THE PEOPLE’S REPUBLIC OF CHINA (EXCLUDING THE SPECIAL ADMINISTRATIVE REGIONS OF HONG KONG AND MACAU, AND THE ISLAND OF TAIWAN) ARE EXCLUDED FROM PURCHASING, EITHER DIRECTLY OR INDIRECTLY, THE AGREEMENT.

NOTICE TO RESIDENTS OF HONG KONG

THE CONTENTS OF THIS AGREEMENT HAVE NOT BEEN REVIEWED OR APPROVED BY ANY REGULATORY AUTHORITY IN HONG KONG. YOU ARE ADVISED TO EXERCISE CAUTION IN RELATION TO THIS OFFER. IF YOU ARE IN ANY DOUBT ABOUT ANY OF THE CONTENTS OF THIS AGREEMENT, YOU SHOULD OBTAIN INDEPENDENT PROFESSIONAL ADVICE. THIS AGREEMENT DOES NOT CONSTITUTE AN OFFER OR INVITATION TO THE PUBLIC IN HONG



KONG TO ACQUIRE THE TOKENS BEING OFFERED HEREIN. ACCORDINGLY, UNLESS PERMITTED BY THE LAWS OF HONG KONG, NO PERSON MAY ISSUE OR HAVE IN ITS POSSESSION FOR THE PURPOSES OF ISSUE, THIS AGREEMENT RELATING TO THE TOKENS BEING OFFERED, WHETHER IN HONG KONG OR ELSEWHERE, WHICH IS DIRECTED AT, OR THE CONTENTS OF WHICH ARE LIKELY TO BE ACCESSED OR READ BY, THE PUBLIC IN HONG KONG OTHER THAN IN CIRCUMSTANCES WHICH DO NOT RESULT IN THIS AGREEMENT CONSTITUTING A “PROSPECTUS” AS DEFINED IN THE COMPANIES (WINDING UP AND MISCELLANEOUS PROVISIONS) ORDINANCE OF HONG KONG (CAP. 32 OF THE LAWS OF HONG KONG) (THE “C(WUMP)O”) OR WHICH DO NOT CONSTITUTE AN OFFER OR AN INVITATION TO THE PUBLIC FOR THE PURPOSES OF THE SECURITIES AND FUTURES ORDINANCE (CAP. 571 OF THE LAWS OF HONG KONG) OR THE C(WUMP)O. THE OFFER OF THE TOKENS IS PERSONAL TO THE PERSON TO WHOM THIS AGREEMENT HAS BEEN DELIVERED, AND THE TOKENS WILL ONLY BE ACCEPTED BY SUCH PERSON. NO PERSON TO WHOM A COPY OF THIS AGREEMENT IS ISSUED MAY ISSUE, CIRCULATE OR DISTRIBUTE THIS AGREEMENT IN HONG KONG OR MAKE OR GIVE A COPY OF THIS AGREEMENT TO ANY OTHER PERSON.

NOTICE TO PROSPECTIVE PURCHASERS IN AUSTRALIA

NEITHER THIS AGREEMENT, NOR ANY OTHER DISCLOSURE DOCUMENT IN RELATION TO THE OFFER OR SALE OF THE AGREEMENT OR RIGHTS UNDER THE AGREEMENT, HAS BEEN, WILL BE, OR NEEDS TO BE, LODGED WITH THE AUSTRALIAN SECURITIES & INVESTMENTS COMMISSION. THIS AGREEMENT IS NOT A PRODUCT DISCLOSURE STATEMENT UNDER DIVISION 2 OF PART 7.9 OF THE CORPORATIONS ACT 2001 (CTH) (“AUSTRALIAN CORPORATIONS ACT”) NOR IS IT A PROSPECTUS UNDER CHAPTER 6D OF THE AUSTRALIAN CORPORATIONS ACT, AND THE AGREEMENT HAS NOT BEEN, AND WILL NOT BE, REGISTERED AS A MANAGED INVESTMENT SCHEME UNDER THE AUSTRALIAN CORPORATIONS ACT.

THIS AGREEMENT IS NOT REQUIRED TO, AND DOES NOT, CONTAIN ALL THE INFORMATION WHICH WOULD BE REQUIRED IN A DISCLOSURE AGREEMENT OR PRODUCT DISCLOSURE STATEMENT, OR ALL THE INFORMATION THAT A PROSPECTIVE INVESTOR MAY DESIRE OR SHOULD OBTAIN IN ORDER TO MAKE AN INFORMED INVESTMENT DECISION. BY ACCEPTING RECEIPT OF THIS AGREEMENT, YOU REPRESENT AND WARRANT THAT YOU ARE A “SOPHISTICATED INVESTOR” AS DEFINED UNDER SECTION 708(8) OF THE CORPORATIONS ACT OR A “PROFESSIONAL INVESTOR” UNDER SECTION 708(11) OF THE CORPORATIONS ACT AND A “WHOLESALE CLIENT” UNDER SECTION 761G OF THE CORPORATIONS ACT. THE ISSUER OF THIS AGREEMENT IS NOT REGISTERED AS A MANAGED INVESTMENT SCHEME UNDER THE CORPORATIONS ACT. ANY PERSON TO



WHOM THIS AGREEMENT IS ISSUED MUST NOT, WITHIN 12 MONTHS AFTER SUCH ISSUE, OFFER, TRANSFER OR ASSIGN THIS AGREEMENT TO PERSONS IN AUSTRALIA EXCEPT IN CIRCUMSTANCES WHERE DISCLOSURE TO SUCH PERSONS IS NOT REQUIRED UNDER THE CORPORATIONS ACT.

NO PERSON REFERRED TO IN THIS AGREEMENT HOLDS AN AUSTRALIAN FINANCIAL SERVICES LICENCE. NEITHER THIS AGREEMENT, THE OFFERS CONTAINED HEREIN NOR ANY OTHER DISCLOSURE AGREEMENT IN RELATION TO THE AGREEMENT CAN BE PARTIALLY OR WHOLLY DISTRIBUTED, PUBLISHED, REPRODUCED, TRANSMITTED OR OTHERWISE MADE AVAILABLE OR DISCLOSED BY RECIPIENTS TO ANY PERSON IN AUSTRALIA OTHER THAN PROFESSIONAL INVESTORS.

NOTICE TO RESIDENTS OF GERMANY

IN THE FEDERAL REPUBLIC OF GERMANY THIS AGREEMENT IS DISTRIBUTED ONLY TO, AND IS DIRECTED ONLY AT, QUALIFIED INVESTORS WITHIN THE MEANING OF THE PROSPECTUS DIRECTIVE, THAT PROFESSIONALLY OR COMMERCIALY PURCHASE OR SELL SECURITIES OR INVESTMENT PRODUCTS (VERMÖGENSANLAGEN) WITHIN THE MEANING OF THE GERMAN INVESTMENT PRODUCT ACT (VERMÖGENSANLAGENGESETZ) FOR THEIR OWN ACCOUNT OR FOR THE ACCOUNT OF OTHERS. NO SECURITIES PROSPECTUS (WERTPAPIERPROSPEKT) OR INVESTMENT PRODUCT PROSPECTUS (VERMÖGENSANLAGENVERKAUFSPROSPEKT) HAS BEEN OR WILL BE FILED WITH THE GERMAN FEDERAL FINANCIAL SUPERVISORY AUTHORITY (BAFIN) OR OTHERWISE PUBLISHED IN THE FEDERAL REPUBLIC OF GERMANY. NO PUBLIC OFFER OR DISTRIBUTION OF COPIES OF ANY AGREEMENT RELATING TO THE NETWORK OR THE TOKENS INCLUDING THIS AGREEMENT, WILL BE MADE IN THE FEDERAL REPUBLIC OF GERMANY EXCEPT WHERE AN EXPRESS EXEMPTION FROM COMPLIANCE WITH THE PUBLIC OFFER RESTRICTIONS UNDER THE GERMAN SECURITIES PROSPECTUS ACT AND THE INVESTMENT PRODUCT ACT APPLIES.

NOTICE TO RESIDENTS OF FRANCE

THIS AGREEMENT HAS NOT BEEN PREPARED, AND IS NOT DISTRIBUTED, IN THE CONTEXT OF A PUBLIC OFFERING OF FINANCIAL SECURITIES IN FRANCE WITHIN THE MEANING OF ARTICLE L. 411-1 OF THE FRENCH CODE MONÉTAIRE ET FINANCIER. CONSEQUENTLY, NO FINANCIAL SECURITIES HAVE BEEN OFFERED OR SOLD OR WILL BE OFFERED OR SOLD, DIRECTLY OR INDIRECTLY, TO THE PUBLIC IN FRANCE, AND ANY OFFERING MATERIAL MAY NOT BE, AND WILL NOT BE, DISTRIBUTED OR CAUSED TO BE DISTRIBUTED TO THE PUBLIC IN FRANCE OR USED IN CONNECTION WITH ANY OFFER TO THE PUBLIC IN FRANCE.



OFFERS, SALES AND DISTRIBUTIONS OF SECURITIES WILL BE MADE ONLY TO QUALIFIED INVESTORS (INVESTISSEURS QUALIFIÉS) ACTING FOR THEIR OWN ACCOUNT, ALL AS DEFINED IN, AND IN ACCORDANCE WITH, ARTICLES L. 411-2, D. 411-1, D. 744-1 D. 754-1, AND D. 764-1 OF THE FRENCH CODE MONÉTAIRE ET FINANCIER AND APPLICABLE REGULATIONS THEREUNDER.

PROSPECTIVE INVESTORS ARE INFORMED THAT (I) THIS AGREEMENT HAS NOT BEEN AND WILL NOT BE SUBMITTED TO THE CLEARANCE OF THE FRENCH FINANCIAL MARKET AUTHORITY ("AMF"), (II) IN COMPLIANCE WITH ARTICLES L. 411-1, D. 411-1, D. 744-1, D. 754-1, AND D. 764-1 OF THE FRENCH CODE MONÉTAIRE ET FINANCIER, ANY QUALIFIED INVESTOR SHOULD BE ACTING FOR ITS OWN ACCOUNT, AND (III) THE DIRECT OR INDIRECT DISTRIBUTION OR SALE TO THE PUBLIC OF SECURITIES MAY ONLY BE MADE IN COMPLIANCE WITH ARTICLES L. 411-1, L. 411-2, L. 412-1, AND L. 621-8 THROUGH L. 621-8-3 OF THE FRENCH CODE MONÉTAIRE ET FINANCIER.

NOTICE TO RESIDENTS OF SWITZERLAND

THIS AGREEMENT (AND ANY OTHER OFFERING OR MARKETING MATERIAL WITH RESPECT TO THE INVESTMENT ACTIVITY TO WHICH THIS AGREEMENT RELATES) MAY BE DISTRIBUTED OR MADE AVAILABLE IN, INTO OR FROM SWITZERLAND ONLY TO QUALIFIED INVESTORS WITHIN THE MEANING OF THE SWISS COLLECTIVE INVESTMENT SCHEMES ACT ("CISA"), ITS IMPLEMENTING ORDINANCE AND REGULATORY GUIDANCE (EACH SUCH PERSON A "QUALIFIED INVESTOR"). THIS AGREEMENT (NOR ANY OTHER OFFERING OR MARKETING MATERIAL WITH RESPECT TO THE INVESTMENT ACTIVITY TO WHICH THIS AGREEMENT RELATES) HAS NOT BEEN AND WILL NOT BE FILED WITH, OR APPROVED BY, ANY SWISS REGULATORY AUTHORITY. THIS AGREEMENT DOES NOT CONSTITUTE AN OFFER TO SUBSCRIBE FOR, BUY OR OTHERWISE ACQUIRE ANY TOKENS AND IT DOES NOT CONSTITUTE A PROSPECTUS PURSUANT TO THE CISA, THE SWISS CODE OF OBLIGATIONS OR THE LISTING RULES OF ANY TRADING VENUE IN SWITZERLAND. ANY INVESTMENT TO WHICH THIS AGREEMENT RELATES IS AVAILABLE ONLY TO (AND ANY INVESTMENT ACTIVITY TO WHICH IT RELATES WILL BE ENGAGED ONLY WITH) QUALIFIED INVESTORS.

NOTICE TO RESIDENTS OF SINGAPORE

THE OFFER OR SALE OF THE AGREEMENT DOES NOT RELATE TO A COLLECTIVE INVESTMENT SCHEME WHICH IS AUTHORIZED UNDER SECTION 286 OF THE SECURITIES AND FUTURES ACT (THE "SFA") OR RECOGNIZED UNDER SECTION 287 OF THE SFA, CHAPTER 289 OF SINGAPORE. THIS AGREEMENT IS NOT AND HAS NOT BEEN REGISTERED



AS A PROSPECTUS WITH THE MONETARY AUTHORITY OF SINGAPORE AND, ACCORDINGLY, STATUTORY LIABILITY UNDER THE SFA IN RELATION TO THE CONTENT OF PROSPECTUSES DOES NOT APPLY, AND YOU SHOULD EXERCISE CAUTION IN RELATION TO THE OFFER AND CONSIDER CAREFULLY WHETHER THE PURCHASE OF THE AGREEMENT IS SUITABLE FOR YOU. IF YOU ARE IN ANY DOUBT ABOUT ANY OF THE CONTENTS OF THIS AGREEMENT, YOU SHOULD OBTAIN INDEPENDENT PROFESSIONAL ADVICE.

THIS AGREEMENT AND ANY OTHER AGREEMENT OR MATERIAL IN CONNECTION WITH THE OFFER OR SALE, OR INVITATION FOR SUBSCRIPTION OR PURCHASE, OF THE AGREEMENT MAY NOT BE CIRCULATED OR DISTRIBUTED, NOR MAY THE AGREEMENT BE OFFERED OR SOLD, OR BE MADE THE SUBJECT OF AN INVITATION FOR SUBSCRIPTION OR PURCHASE, WHETHER DIRECTLY OR INDIRECTLY, TO PERSONS IN SINGAPORE OTHER THAN TO AN ACCREDITED INVESTOR, AS SUCH TERM IS DEFINED IN THE SFA.

NOTICE TO RESIDENTS OF SOUTH KOREA

THIS AGREEMENT IS NOT, AND UNDER NO CIRCUMSTANCES IS TO BE CONSTRUED AS, AN OFFERING OF SECURITIES IN SOUTH KOREA UNDER THE FINANCIAL INVESTMENT SERVICES AND CAPITAL MARKETS ACT OF SOUTH KOREA (THE “FISCMA”). FOR THE PURPOSE OF THIS NOTICE, THE EXPRESSION “OFFERING” IN RELATION TO ANY SECURITIES UNDER FISCMA MEANS THE INVITATION OF SUBSCRIPTION FOR NEWLY ISSUED SECURITIES TO MORE THAN 50 RETAIL INVESTORS. THE TOKENS HAVE NOT BEEN REGISTERED UNDER THE FISCMA, AND THE TOKENS MAY NOT BE OFFERED, SOLD, TRANSFERRED, PLEDGED OR HYPOTHECATED, DIRECTLY OR INDIRECTLY, OR OFFERED OR SOLD TO ANY PERSON FOR RE-OFFERING OR RE-SALE, DIRECTLY OR INDIRECTLY, IN SOUTH KOREA OR TO ANY RESIDENT OF SOUTH KOREA.

NOTICE TO RESIDENTS OF TAIWAN

THIS AGREEMENT MAY BE MADE AVAILABLE OUTSIDE TAIWAN FOR PURCHASE OUTSIDE TAIWAN BY TAIWAN RESIDENT INVESTORS, BUT MAY NOT BE OFFERED OR SOLD IN TAIWAN.



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SIMPLE AGREEMENT FOR FUTURE TOKENS

NOTICE TO PURCHASERS

This document does not constitute investment advice or counsel or solicitation for investment in any security and shall not be construed in that way. This document does not constitute or form part of, and should not be construed as, any offer for sale or subscription of, or any invitation to offer to buy or subscribe for, any securities. **Neither Crypto 528 tokens nor this Agreement shall constitute an offer of securities for sale in the USA or any other jurisdictions.**

THIS CERTIFIES THAT in exchange for the payment by the undersigned purchaser ("**Purchaser**") of the Purchase Amount on or about the Effective Date, **528 Holdings Ltd.**, a company registered in the British Virgin Islands, a country, ("**Company**"), hereby issues to the Purchaser the right to receive ("**Right**") certain units of *Crypto 528* token ("**Token(s)**"), subject to the terms set forth below.

1. Events

- a. **Token Issuance.** In consideration for the Purchase Amount stated in the table above, the Company will issue, or cause an affiliate of the Company to issue to the Purchaser a number of units of the Token ("**Purchaser Tokens**") equal to the Purchase Amount divided by the Reference Price (as defined below) in accordance with the terms of this Agreement (the "**Token Issuance**"). In connection with and as a condition to the issuance of Purchaser Tokens by the Company to the Purchaser pursuant to this Clause 1(a):



- The Purchaser shall execute and deliver to the Company any and all documents related to this Agreement and the transaction contemplated herein; and
 - The Purchaser shall provide to the Company a network address for which to allocate Purchaser's Tokens upon the commencement of the Token Issuance.
- b. **Token Release Schedule.** The Company or an Affiliate, as applicable, shall begin releasing Tokens to the Purchaser in accordance with the Token Release Schedule in Exhibit C attached hereto. (the "**Token Release Schedule**").

2. Intended Purpose and Use of the Token in the Ecosystem

- a. The Token is a cryptographic utility token. The features and usage of the Token are described more fully in the **Material**, which is made available via the Website.
- b. Ownership of the Token carries no rights, express or implied, other than the right described in the Whitepaper. In particular, the Purchaser understands and accepts that the Token does not represent or confer any ownership right or stake, share, equity or security or equivalent rights, other than such rights on Crypto 528 Platform described in the **Material**. The Purchaser understands that the Token is not intended for investment or speculative purposes with the expectation of making profit on resale.
- c. The Company makes no warranties or representations and provides no guarantees (in each case whether express or implied) that the Token shall confer any actual and/or exercisable rights of use, functionality, features, purpose or attributes in connection with the provision and receipt of the services in the ecosystem on the Network.
- d. The Purchaser understands and accepts that the Token:
 - i. is not a loan to any Company;
 - ii. does not provide the Purchaser with any ownership or other interest in the Company, or any other company, enterprise or undertaking, or any kind of venture;
 - iii. is not intended to be a representation of currency or money (whether fiat or virtual or any form of electronic money), security, commodity, bond, debt instrument, unit in a collective investment scheme or any other kind of financial instrument or investment;
 - iv. is not intended to represent any rights under a contract for differences or under any other contract the purpose or pretended purpose of which is to secure a profit or avoid a loss;
 - v. is not a commodity or asset that any person is obliged to redeem or purchase;



- vi. is not any note, debenture, warrant or other certificate that entitles the holder to interest, dividend or any kind of return from any person;
- vii. is not intended to be a security, commodity instrument, financial derivative, commercial paper or negotiable instrument, or any other kind of financial instrument between the relevant holder and any other person, nor is there any expectation of profit; and
- viii. is not an offer or solicitation in relation to gaming, gambling, betting, lotteries and/or similar services and products.

Protections offered by applicable law in relation to the purchase and offering of the aforementioned financial instruments and/or investments do not apply to the sale and purchase of the Token and neither this Agreement nor the relevant documents constitute a prospectus or offering document, and are not an offer to sell, nor the solicitation of an offer to buy any investment or financial instrument in any jurisdiction.

3. Termination.

This Agreement will expire and terminate upon one of the following events occurring:

- a. the issuance of all Purchaser Tokens to the Purchaser;
- b. the return/refund of the Purchase Amount to the Purchaser (minus any expenses, fees or amounts incurred by the Company to facilitate the distribution to the Purchaser), which may occur in cases where the Company decides to no longer offer any Tokens to the Purchaser for whatever reason pursuant to Clause 11 of this Agreement;
- c. in the event that the Company determines, in its sole discretion, that the Purchaser has pooled their funds, formed a syndicate and/or utilized crowd sourced funding in connection with purchasing the Tokens;
- d. the Purchaser fails to satisfy the KYC, anti-money laundering and counter terrorist financing checks prescribed by the Company in accordance with Clauses 10.c and 10.d of this Agreement; or
- e. the dissolution or winding up of the Company.

Notwithstanding the above, either party may terminate this Agreement by written notice to the other party if the terminating party has reasonable grounds to believe that the other party has materially breached or failed to perform any of its representations, warranties, covenants or agreements set forth in this Agreement. The terminating party must provide at least ten (10) days' prior written notice of such intention to the other party.

Upon termination of this Agreement:



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- f. all of the Purchaser's rights under this Agreement immediately terminate;
- g. the Purchaser shall not be entitled to receive any further Purchaser Tokens beyond such Purchaser Tokens that the Company has delivered to the Purchaser prior to such termination;
- h. the Purchaser shall not be entitled to any refund of any amount paid whatsoever, save in the case where this Agreement is terminated by the Company without any breach by the Purchaser of this Agreement; and
- i. Clauses 5, 6, 7, 8, 9, 12, 13 and 14 will survive the termination of this Agreement.

4. Definitions

"Affiliate" means, with respect to any party, a Person that controls, is controlled by or under common control with such party; where "control" means, with respect to any Person, ownership by another Person of more than 50% of such Person's voting securities.

"Agreement" means this Token Sale Agreement.

"Governmental Authority" means any nation or government, any state or other political subdivision thereof, any entity exercising legislative, 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.

"Material" means the presentation deck, whitepaper and other relevant information in relation to the Company, and the Network, in each case as amended or updated from time to time available at www.crypto528.com (**"Website"**).

"Material Adverse Effect" means a material adverse effect on a party's business, assets (including intangible assets), liabilities, financial condition or results of operations, except to the extent any such effect results from (i) changes in accounting requirements applicable to any industry in which the party operates, (ii) changes in applicable Laws, (iii) changes in global, national or regional political conditions (including the outbreak of war or acts of terrorism) or in general economic business, regulatory, political or market conditions or in national or global financial markets, (iv) any proposed law, rule or regulation or any proposed amendment to any existing law, rule or regulation, in each case affecting the party or (v) any actions taken by the party which is required pursuant to this Agreement.

"Person" means individual or legal entity or person, including a government or political subdivision or an agency or instrumentality thereof.

"Prohibited Person" means any Person that is (i) a national or resident of any United States embargoed or restricted country, (ii) included on, or affiliated with any Person on, the United States Commerce



Department's Denied Persons List, Entities List, or Unverified List; the U.S. Department of the Treasury's Specially Designated Nationals and Blocked Persons List, Specially Designated Narcotics Traffickers or Specially Designated Terrorists, or the Annex to Executive Order No. 13224; the Department of State's Debarred List; or UN Sanctions; (iii) a Person with whom business transactions, including exports and re-exports, are restricted by a United States Governmental Authority, including, each item listed in the foregoing clauses (i), (ii) and (iii) and any updates or revisions thereto and any newly published rules therefor; or (iv) a subject or target of any other economic sanctions administered or enforced by the United Nations, the European Union or the United Kingdom.

"US\$" means, in connection with a sum, such sum in the lawful currency of the United States of America.

5. Representations and Warranties of Company

The Company represents and warrants the following as of the Effective Date:

- a. The Company is a company duly organized, validly existing and in good standing under the Laws of its jurisdiction of incorporation, and has the power and authority to own, lease and operate its properties and carry on its business as now conducted.
- b. The execution, delivery and performance by the Company of this Agreement is within the power of the Company and, other than with respect to the actions to be taken when Tokens are to be issued to the Purchaser, has been duly authorized by all necessary actions on the part of the Company. This Agreement constitutes a legal, valid and binding obligation of the Company, enforceable against the Company in accordance with its terms, except as limited by bankruptcy, insolvency or other Laws of general application relating to or affecting the enforcement of creditors' rights generally and general principles of equity. To the knowledge of the Company, it is not in violation of (i) its current memorandum & articles of association, (ii) any material Laws applicable to the Company, or (iii) any material indenture or contract to which the Company is a party or by which it is bound, where, in each case, such violation or default, individually, or together with all such violations or defaults, could reasonably be expected to have a Material Adverse Effect on the Company.
- c. To the knowledge of the Company, the performance and consummation of the transactions contemplated by this Agreement do not and will not: (i) violate any material Laws applicable to the Company; (ii) result in the acceleration of any material indenture or contract to which the Company is a party or by which it is bound; or (iii) result in the creation or imposition of any lien upon any property, asset or revenue of the Company or the suspension, forfeiture, or nonrenewal of any material permit, license or authorization applicable to the Company, its business or operations.
- d. No consents or approvals are required in connection with the performance of this Agreement, other than the Company's corporate approvals.
- e. To the knowledge of the Company, the Company or an Affiliate of the Company owns or possesses (or can obtain on commercially reasonable terms) sufficient legal rights to all patents,



trademarks, service marks, trade names, copyrights, trade secrets, licenses, information, processes and other intellectual property rights necessary for the Company's business as now conducted and as currently proposed to be conducted, without an infringement of the rights of others.

6. Representations and Warranties and Covenants of Purchaser

The Purchaser represents and warrants the following as of the Effective Date and on each day the Purchaser receives the Purchaser Tokens in accordance with Clause 1:

- a. If the Purchaser is a natural Person, Purchaser is of sound mind, has the legal capacity to enter into this Agreement, has entered into this Agreement on his or her own will, and understands the nature of the obligations to be assumed by him or her under this Agreement; and if the Purchaser is an entity, it is duly incorporated, validly existing and in good standing under the Laws of its jurisdiction of incorporation.
- b. The Purchaser has full legal capacity, power and authority to execute and deliver this Agreement and to perform its obligations hereunder. This Agreement constitutes a legal, valid and binding obligation of the Purchaser, enforceable in accordance with its terms, except as may be limited by bankruptcy, insolvency or other laws of general application relating to or affecting the enforcement of creditors' rights generally and general principles of equity.
- c. The execution and delivery of and performance under this Agreement by the Purchaser require no approval or other action from any governmental authority or person.
- d. The Purchaser has read and understood all the terms of this Agreement (including all Exhibits) and the Material.
- e. The Purchaser has received a copy of the current Material prepared in relation to the Tokens and has carefully read it. The Purchaser acknowledges and consents that the Material may change during the time leading up to the Public Sale Date.
- f. The Purchaser is entering into this Agreement for its own account for investment, not as a nominee or agent, and not with a view to, or for resale in connection with, the distribution thereof, and the Purchaser has no present intention of selling, granting any participation in, or otherwise distributing the same. The Purchaser has such knowledge and experience in financial and business matters that the Purchaser is capable of evaluating the merits and risks of such investment, is able to incur a complete loss of such investment without impairing the Purchaser's financial condition and is able to bear the economic risk of such investment for an indefinite period of time. The Purchaser understands that the Tokens to be delivered to the Purchaser may be deemed to be securities and may not be able to be resold or transferred unless in compliance with applicable securities Laws or unless and until the Company reasonably determines, based on the advice of legal counsel, and notifies the Purchaser that the Tokens are not securities and freely tradable. The Purchaser further represents that it has been provided the opportunity to ask the Company questions, and where applicable, has received answers from the Company regarding this Agreement.



- g. The Purchaser understands that the Purchaser Tokens are non-refundable and cannot be exchanged for cash (or its equivalent value in any other virtual currency) or any payment obligation from the Company or any Affiliates.
- h. THE PURCHASER RECOGNIZES THAT NOTHING IN THIS AGREEMENT NOR THE PURCHASE OF THE PURCHASER TOKENS (I) PROVIDES THE PURCHASER WITH ANY CLAIM WHATSOEVER WITH RESPECT TO THE COMPANY, ITS AFFILIATES OR ITS OR THEIR RESPECTIVE ASSETS, (II) PROVIDES THE PURCHASER WITH ANY OWNERSHIP OR ECONOMIC INTEREST WHATSOEVER IN THE COMPANY OR (III) PROVIDES THE PURCHASER WITH ANY RIGHTS OF A MEMBER OR SHAREHOLDER OF THE COMPANY OR ANY RIGHT TO VOTE FOR THE ELECTION OF DIRECTORS OR UPON ANY MATTER SUBMITTED TO MEMBERS OR SHAREHOLDERS OF THE COMPANY AT ANY MEETING THEREOF, OR TO GIVE OR WITHHOLD CONSENT TO ANY CORPORATE ACTION OR TO RECEIVE NOTICE OF MEETINGS, OR TO RECEIVE SUBSCRIPTION RIGHTS OR OTHERWISE, OR TO RECEIVE ANY DIVIDEND OR OTHER DISTRIBUTION FROM THE COMPANY.
- i. The Purchaser is a “sophisticated investor”, “professional investor”, “accredited investor”, “expert investor” or as such similar term is defined in the securities Laws of the jurisdiction of the Purchaser or the Purchaser falls under another Purchaser exception to securities Laws applicable in the jurisdiction of the Purchaser.
- j. The Purchaser is not a, or is acting on behalf of a, “United States person” (as defined by Section 7701(a)(30) of the Internal Revenue Code of 1986, as amended).
- k. If the Purchaser is not a “United States Person”, the Purchaser hereby represents that it has satisfied itself as to the full observance of the Laws of its jurisdiction (with respect to the Purchaser’s nationality and residence) in connection with any invitation to subscribe for the Tokens, including (i) the legal requirements within its jurisdiction (with respect to the Purchaser’s nationality and residence) for the purchase of the Tokens, (ii) any foreign exchange restrictions applicable to such Token purchase, (iii) any governmental or other consents that may need to be obtained, and (iv) the income tax and other tax consequences, if any, that may be relevant to the purchase, holding, redemption, sale, or transfer of the Tokens. The Purchaser’s subscription and payment for and continued ownership of the Tokens will not violate any applicable securities or other Laws of the jurisdiction(s) of the Purchaser’s nationality and residence. The Purchaser is not a resident of any country in which the ownership of the Token is prohibited.
- l. The Purchaser acknowledges that: (A) the Tokens do not have any intrinsic value and the Tokens may never recover any cash, cryptocurrency or other assets which are used directly or indirectly to acquire the Tokens; (B) there is no market-standard valuation process to determine the value of the Tokens at any given time; and (C) the Company gives no guarantees whatsoever on the value of the Tokens which may be highly volatile and could reduce to zero.
- m. THE PURCHASER REPRESENTS AND WARRANTS THAT: (A) IT UNDERSTANDS THAT THE VALUE OF THE TOKENS MAY FALL OR RISE; AND (B) THE POSSIBILITY THAT THE TOKENS MAY INCREASE IN VALUE IS NOT A CONSIDERATION IN ITS DECISION TO PURCHASE THE TOKENS AND ITS DECISION IS BASED SOLELY ON ITS PLANNED USE OF THE TOKENS ON THE NETWORK.



- n. The Purchaser acknowledges and accepts that the Company reserves the right, at its own and complete discretion acting in good faith, to modify or to temporarily or permanently suspend or eliminate its software, the Network, and/or disable any access to its software and the Network.
- o. The Purchaser accepts, agrees with, undertakes, represents, and warrants to the anti-money laundering and counter financing of terrorism representations and warranties.
- p. The Purchaser acknowledges and agrees that: (A) it is familiar with all related regulations in the specific jurisdiction in which it is based and that acquiring the Tokens (through purchase or otherwise) in that jurisdiction is not prohibited, restricted or subject to additional conditions of any kind; (B) no regulatory authority has examined or approved of the information set out in the Material or any other material in connection with the Tokens; (C) it will not use the Tokens if such use would constitute a public offering of Tokens in any country or jurisdiction where action for that purpose is required; (D) the distribution or dissemination of the Material, any part thereof or any copy thereof, or any use of the Tokens by the Purchaser, is not prohibited or restricted by the applicable laws, regulations, or rules in its jurisdiction, and where any restrictions in relation to possession are applicable, it has observed and complied with all such restrictions at its own expense and risk without liability to the Company; (E) it shall ensure that no obligations are imposed on the Company in any such jurisdiction as a result of any of the actions taken by it in the preceding sub-clause; and (F) the Company will have no responsibility for and it will not obtain any consent, approval or permission required by the Purchaser for, the acquisition, offer, sale or sale by it of the Tokens under the laws and regulations in force in any jurisdiction to which it is subject or in or from which it uses the Tokens.
- q. The Purchaser has sufficient knowledge and experience in business and financial matters to be able to evaluate the risks and merits of its purchase of the Tokens and is able to bear the risks thereof. The Purchaser has acquired sufficient information about the Company to reach an informed and knowledgeable decision to execute this Agreement. The Purchaser understands that the Tokens involve risks, all of which the Purchaser fully and completely acknowledges and assumes, including, but not limited to, the risk that (i) the technology associated with the Tokens will not function as intended; (ii) due to Layer 1 protocol deficiencies or other technological failures among other reasons, the Token will not be completed and the Token Issuance will not occur and thus the Company and any of its Affiliates shall be not responsible for any delay in the development and distribution of Tokens; (iii) the Token will fail to attract sufficient interest from key stakeholders; (iv) the Company may be subject to investigation and punitive actions from Governmental Authorities; and (v) the risks set forth in Exhibit B. The Purchaser understands and expressly accepts that the Tokens will be created and delivered to the Purchaser at the sole risk of the Purchaser on an "AS IS" and "UNDER DEVELOPMENT" basis. The Purchaser understands and expressly accepts that the Purchaser has not relied on any representations or warranties made by the Company outside of this Agreement, including, but not limited to, conversations of any kind, whether through oral or electronic communication, or any white paper or litepaper. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE PURCHASER ASSUMES ALL RISK AND LIABILITY FOR THE RESULTS OBTAINED BY THE USE OF ANY TOKENS AND REGARDLESS OF ANY ORAL OR WRITTEN STATEMENTS MADE BY THE COMPANY, BY WAY OF TECHNICAL ADVICE OR OTHERWISE, RELATED TO THE USE OF THE TOKENS.



- r. The Purchaser has sufficient understanding of cryptographic tokens, token storage mechanisms (such as token wallets), and blockchain technology to understand the terms in this Agreement and to appreciate the risks and implications of purchasing the Tokens. The Purchaser represents that the Purchaser has obtained sufficient information about the Tokens to make an informed decision to purchase the Tokens, and has read and understood the terms in this Agreement.
- s. The Purchaser understands that the Purchaser has no right against the Company or any other Person except in the event of willful default, intentional fraud or gross negligence committed by the Company, in each case as determined by a court of competent jurisdiction. THE COMPANY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT OR OTHERWISE, SHALL NOT EXCEED THE TOTAL OF THE AMOUNTS PAID TO THE COMPANY PURSUANT TO THIS AGREEMENT. NEITHER THE COMPANY NOR ITS REPRESENTATIVES SHALL BE LIABLE FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR ENHANCED DAMAGES, LOST PROFITS OR REVENUES OR DIMINUTION IN VALUE, ARISING OUT OF OR RELATING TO ANY BREACH OF THIS AGREEMENT.
- t. The Purchaser understands that the Purchaser bears sole responsibility for any taxes as a result of the matters and transactions the subject of this Agreement, and any future acquisition, ownership, use, sale or other disposition of Tokens held by the Purchaser. It is Purchaser's own responsibility to withhold, collect, report and remit the correct taxes to the appropriate tax authorities. To the extent permitted by Law, the Purchaser agrees to indemnify, defend and hold the Company or any of its Affiliates, employees or agents (including developers, auditors, contractors or founders) harmless for any claim, liability, assessment or penalty with respect to any taxes (other than any net income taxes of the Company that result from the issuance of Tokens to the Purchaser pursuant to Clause 1(a) of this Agreement) associated with or arising from the Purchaser's purchase of Tokens hereunder, or the use or ownership of Tokens.
- u. Neither the Purchaser nor any of the Purchaser's Affiliates is a Prohibited Person; nor has the Purchaser or any of the Purchaser's Affiliates engaged in any dealings or transactions with any Prohibited Persons; and the Purchaser and its Affiliates have complied with all requirements of Laws, government orders or resolutions of United Nations relating to anti-money laundering, anti-terrorism, trade embargos and economic sanctions applicable to its or its Affiliates' activities.
- v. The Purchaser represents, warrants and agrees that no payment or other transfer of value to the Company and no payment or other transfer of value by the Company in connection with the Token Issuance will cause the Company to be in violation of applicable U.S. federal or state or non-U.S. laws or regulations, including, without limitation, anti-money laundering, economic sanctions, anti-bribery or anti-boycott laws or regulations, the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (the "**PATRIOT Act**"), the various statutes, regulations and Executive Orders administered by the OFAC and the Foreign Corrupt Practices Act of 1977.
- w. The Purchaser represents, warrants and agrees that no payment or other transfer of value to the Company is or will be derived from, pledged for the benefit of, or related in any way to, (1)



the government of any country designated by the U.S. Secretary of State as a country supporting international terrorism, (2) property that is blocked under any laws, orders or regulations administered by the OFAC (the “**OFAC Regulations**”), or that would be blocked under the OFAC Regulations if it were in the custody of a U.S. national, (3) persons to whom U.S. nationals cannot lawfully export services, or with whom U.S. nationals cannot lawfully engage in transactions, under the OFAC Regulations, or (4) directly or indirectly, any illegal activities.

- x. The Purchaser is not a citizen, resident (tax or otherwise), domiciliary and/or green card holder or other similar certificate of residency of a country (A) where participation in token sales is prohibited, restricted or unauthorized by applicable law, decree, regulation, treaty, or administrative act, or (B) where it is likely that the sale of the Tokens would be construed as the sale of a security (howsoever named), financial service or investment product (including without limitation the United States of America and People's Republic of China (each a “**Restricted Country**”)), nor is the Purchaser purchasing the Tokens from any Restricted Country, nor is the Purchaser an entity (including but not limited to any corporation or partnership) incorporated, established or registered in or under the laws of a Restricted Country, nor is the Purchaser purchasing the Tokens on behalf of any person or entity from a Restricted Country.

The Purchaser covenants to the Company that:

- a. The Purchaser is responsible for implementing reasonable measures for securing, if applicable, the wallet, vault or other storage mechanism used to receive and hold Tokens purchased under this Agreement, including any requisite private key(s) or other credentials necessary to access such storage mechanism(s). If the private key(s) or other access credentials are lost, the Purchaser may lose access to the Tokens. The Company is not responsible for any such losses.
- b. The Purchaser will not use the Tokens in connection with any activity that violates applicable Laws in any relevant jurisdiction, including, but not limited to, use of the Tokens in connection with transactions that violate U.S. federal or state securities or commodity laws.
- c. The Purchaser agrees to be bound by any affirmation, assent or agreement that it transmits to the Company or the Company's Affiliates by computer or other electronic device, including internet, telephonic and wireless devices, including, but not limited to, any consent it gives to receive communications from the Company or any of the Company's Affiliates through electronic transmission. The Purchaser agrees that the Company and any of the Company's Affiliates may send the Purchaser electronic copies of any and all communications associated with its purchase of Tokens.

7. No Warranty

The Tokens are sold and distributed “*as is*” and “*as available*”. THE COMPANY MAKES NO WARRANTY OF ANY KIND, IMPLIED, EXPRESS OR STATUTORY, INCLUDING ANY WARRANTIES OF TITLE, NON-INFRINGEMENT OF THIRD-PARTY RIGHTS, MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE AND FREEDOM FROM COMPUTER VIRUS OR OTHER MALICIOUS, DESTRUCTIVE OR CORRUPTING CODE, AGENT, PROGRAM OR MACROS, IS GIVEN IN CONJUNCTION WITH THE TOKENS, THE



RIGHT, THIS AGREEMENT OR ANY INFORMATION AND MATERIALS PROVIDED TO THE PURCHASER. Except as expressly set forth herein, the Purchaser acknowledges that it has not relied upon any representation or warranty made by the Company, or any other Person on the Company's behalf.

8. Limitation of Liability

- a. Except as covenanted under Clause 5, the Company shall in no event be liable, even if the Company has been advised of the possibility of such damages, losses or expenses, for any damages, loss or expense, including direct, indirect, special, or consequential damage, or economic loss, arising from or in connection with: (i) the Tokens, the right(s) and/or this Agreement; (ii) any system, server or connection failure, error, omission, interruption, delay in transmission, computer virus or other malicious, destructive or corrupting code, agent program or macros; or (iii) any images, services, products, information, data or other material made available by the Company.
- b. Without prejudice to the generality of the foregoing and covenants provided in this Agreement, the Purchaser will not hold the Company or its related corporations and their officers, employees or agents responsible or liable, in contract, tort (including ordinary negligence or breach of statutory duty), equity or otherwise, for any damages, losses, expenses or costs (whether direct or indirect, or whether foreseeable or not) suffered or incurred by the Purchaser arising out of or in connection with: (i) the purchase or the use of the Tokens by the Purchaser or other third party; or (ii) the Purchaser's exercise of the Right.
- c. A failure, delay, or error by a party which prevents that party from complying with any of its obligations under this Agreement will not be considered a breach of this Agreement if the failure, delay or error is directly caused by an event beyond reasonable control of such party ("**Force Majeure**"), including but not limited to, floods, typhoons, earthquakes, wars or hostilities, acts or threats of terrorism, hacking or attempts at hacking, riots, social unrest, protests, strikes, loss of power, epidemics / pandemics, embargoes, fires, other acts of God, nuclear disaster, damage to communication facilities, damage to web hosts, or network failures from internet service providers. The party affected by Force Majeure shall notify the other party of such event within fifteen (15) days of the Force Majeure event. Subject to the party asserting Force Majeure notifying the other party in writing of the cause and its estimate of the likely duration of the delay as soon as practicable, the performance of the obligations of the party affected by Force Majeure under this Agreement, to the extent affected by the delay, shall be suspended during the period that the cause persists. However, the performance of the obligations of the party affected by Force Majeure under this Agreement shall be resumed from the date of the cessation of Force Majeure or the elimination of the event's effects.

9. Indemnity

- a. The Purchaser agrees to indemnify and hold harmless the Company and its Affiliates and its and their respective related corporations, and any of its and their respective officers, directors, agents, employees and licensors (the "**Indemnified Parties**"), from and against any and all



claims, actions, proceedings, suits, liabilities, damages, settlements, penalties, fines, costs or expenses (including legal fees on a solicitor-client basis) arising out of or relating to:

- the Purchaser's use of the Tokens and/or its exercise of the right;
 - the Purchaser's responsibilities or obligations under this Agreement;
 - the Purchaser's violation of any applicable Law or any rights of another Person or entity;
 - the breach or non-fulfillment of any representation and warranty or covenant made by the Purchaser in this Agreement;
 - the Purchaser's provision of false, incomplete or misleading information (including, without limitation, citizenship, residency, nationality or place of incorporation); or
 - the Purchaser's failure to secure a wallet, vault or other storage mechanism to receive or hold Tokens.
- b. Each party will cooperate fully in the defense of any allegation or third-party legal proceeding. Each party, as defendant in an allegation or third-party legal proceeding, reserves the right to assume the exclusive control and defense of any indemnified matter under this Clause 9.

10. Procedures for Purchase of Rights and Valuation of Purchase Amount

- a. The Company will only accept payment for the Tokens purchased under this Agreement in the payment form specified in the table above ("**Payment Form**"). The Purchaser shall make the required payment to the Company in consideration for the Purchaser's purchase of the Tokens pursuant to the Agreement by sending an amount of such Payment Form equal to the Purchase Amount to the wallet address set forth Payment Form above.
- b. The Purchaser acknowledges and agrees that the Purchase Amount shall not be refundable, in whole or in part, under any circumstances.
- c. The Purchaser acknowledges and agrees that the Purchaser is required to provide user information and must pass a Know Your Customer ("**KYC**") test, whereby the Purchaser will be screened against Office of Foreign Assets Control lists and other watch lists. The benefits provided by the Tokens shall be denied for any party that fails to meet the KYC suitability screening requirements. After accepting the Purchase Amount, the Company, or its nominee, shall perform the relevant KYC checks from a suitable independent KYC provider and keep a copy for its records, and the Purchaser agrees to provide any and all relevant information and assistance in this process in a timely manner. To the extent that the Company determines in its sole and absolute discretion that it is reasonably necessary to obtain certain information about the Purchaser in order to comply with any applicable Laws in connection with the Agreement, the Purchaser shall provide the Company with such information promptly upon request, and the Purchaser acknowledges and agrees that the Company may refuse to proceed with the



Token Issuance or withhold delivery of the Purchaser Tokens to the Purchaser until such requested information has been provided to the reasonable satisfaction of the Company in its sole discretion.

- d. The Purchaser acknowledges and agrees that the Purchaser's signature on this Agreement may be held in escrow until the Purchaser satisfies the Company's KYC and anti-money laundering process. In the event that the Purchaser fails to satisfy the Company's KYC and anti-money laundering process, the Company has the right to immediately terminate this Agreement and will fully refund or refuse to accept the Purchase Amount (as applicable) from the Purchaser.
- e. The Company reserves the right to refuse or reject any offer to sell the Tokens to the Purchaser in the event that, based on information available to the Company, the Company is suspected of receiving the Purchase Amount from the Purchaser, in connection with any money laundering, terrorism financing, or any other illegal activity. In addition, the Company shall be entitled to use any possible efforts for preventing money laundering, terrorism financing or any other illegal activity, including without limitation blocking of the Purchaser's digital wallet or providing information regarding the Purchaser to any regulatory authority.

11. CANCELLATION; REFUSAL OF PURCHASE REQUESTS

- a. The Purchaser's purchase of the Tokens (whether through an intermediary or otherwise) from the Company is final, and there are no refunds or cancellations except as may be required by applicable law or regulation; and the Purchaser waives any rights to be refunded any amounts which it has paid to the Company in exchange for the Tokens or to cancel any purchase.
- b. At any time prior to the date that the Tokens are issued and delivered to the Purchaser, the Company reserves the right to refuse or cancel any request(s) to purchase or purchases of the Tokens, or any part thereof, and return the corresponding proportion of the purchase price to the Purchaser.
- c. Notwithstanding the foregoing, the Company reserves the right to refuse or cancel any request(s) to purchase or purchases of the Tokens (as the case may be), or any part thereof, at any time in the Company's sole and absolute discretion (without giving reasons), including, without limitation, in connection with an adverse change of the regulatory environment.
- d. Any refund of the price under this Clause 11 shall be less network fees, calculated at the USD exchange rate of the relevant token which had been paid to the Company, at the time of payment or refund, whichever would result in a lower fiat / USD value of the refund (as the same may be conclusively determined by the Company). No interest will accrue on the value of any refund and the Company shall be entitled to charge a processing fee not exceeding 15% of the refund amount.
- e. At any time during the sale of the Tokens, the Company may either temporarily suspend or permanently abort the Token sale (whether relating to the private sale or public sale phase, or both) at its sole discretion without providing any reasons whatsoever. During any period of



suspension or in the event that the Token sale is aborted (whether relating to the private sale or public sale phase, or both), the Tokens will not be available for purchase.

12. DISPUTE RESOLUTION; ARBITRATION

PLEASE READ THE FOLLOWING CLAUSE CAREFULLY BECAUSE IT CONTAINS CERTAIN PROVISIONS, SUCH AS A BINDING ARBITRATION CLAUSE AND CLASS ACTION WAIVER, WHICH AFFECTS THE PURCHASER'S LEGAL RIGHTS. THIS CLAUSE REQUIRES THE PURCHASER TO ARBITRATE CERTAIN DISPUTES AND CLAIMS WITH THE COMPANY AND LIMITS THE MANNER IN WHICH THE PURCHASER CAN SEEK RELIEF FROM THE COMPANY.

- a. Each Party (i) waives all its respective right(s) to have any and all disputes, claims, suits, actions, causes of action, demands or proceedings (collectively, "**Disputes**") arising from or related to this Agreement resolved in a court, and (ii) waives all its respective right(s) to have any Disputes heard before a court. Instead, each Party shall arbitrate Disputes through binding arbitration (which is the referral of a Dispute to one or more persons charged with reviewing the Dispute and making a final and binding determination to resolve it instead of having the Dispute decided by a judge or jury in court).
- b. Any dispute, controversy, difference or claim arising out of or relating to this Agreement, including the existence, validity, interpretation, performance, breach or termination thereof or any dispute regarding non-contractual obligations arising out of or relating to it shall be referred to and finally resolved by arbitration administered under the Cayman Islands Arbitration Act (2012). The seat of arbitration shall be the Cayman Islands. The number of arbitrators shall be one. The arbitration proceedings shall be conducted in English.
- c. Prior to commencing arbitration proceedings in accordance with this Clause 12, each Party will notify the other Party in writing of any Dispute within thirty (30) calendar days of the date it arises, so that the Parties can attempt in good faith to resolve the Dispute informally. Notice to the Company shall be sent by e-mail to the Company at info@crypto528.com. Notice to the Purchaser shall be either posted on the Website or, if available, will be sent by email to any email address provided by the Purchaser in connection with its purchase of Tokens. Such notice to the Company must include (i) the Purchaser's full name, postal address, email address and telephone number, (ii) a full and sufficient description of the nature or basis of the Dispute, and (iii) the specific relief sought by the Purchaser. If the Purchaser and the Company cannot agree how to resolve the Dispute within thirty (30) calendar days after the date the notice is received by the applicable Party, then either the Purchaser or the Company may, as appropriate and in accordance with this Clause 12, commence an arbitration proceeding.
- d. Each Party agrees to keep all matters relating to this arbitration, including the arbitral awards, confidential, except as is otherwise required by court order or as is necessary to confirm, set aside or enforce the arbitral award and for disclosure in confidence to each Party's respective legal, financial or other professional advisors.



- e. Any claim or dispute arising under the terms of this Agreement or relating to the Token sales will take place on an individual basis without resort to any form of class or representative action, including any class arbitration (“**Class Action Waiver**”). THIS CLASS ACTION WAIVER PRECLUDES ANY PARTY FROM PARTICIPATING IN OR BEING REPRESENTED IN ANY CLASS OR REPRESENTATIVE ACTION REGARDING A CLAIM. Regardless of anything else in this Agreement to the contrary, the validity and effect of the Class Action Waiver may be determined only by a court or referee and not by an arbitrator. The arbitrator may only conduct an individual arbitration and may not consolidate more than one individual’s claims, preside over any type of class or representative proceeding or preside over any proceeding involving more than one individual. The Purchaser acknowledges that this Class Action Waiver is material and essential to the arbitration of any disputes between the Parties and is non-severable from the terms of this Agreement.

13. Release

To the fullest extent permitted by applicable law, the Purchaser releases the Company and the Indemnified Parties from responsibility, liability, claims, demands and/or damages (actual and consequential) of every kind and nature, known and unknown (including, but not limited to, claims of negligence), arising out of or related to disputes between users of the Network and the acts or omissions of third parties. The Purchaser expressly waives any rights the Purchaser may have under any statute or common law principles that would otherwise limit the coverage of this release to include only those claims which the Purchaser may know or suspect to exist in its favour at the time of agreeing to this release.

14. Miscellaneous

- a. This Agreement sets forth the entire agreement and understanding of the parties relating to the subject matter herein and supersedes all prior or contemporaneous disclosures, discussions, understandings and agreements, whether oral or written, between them. This Agreement is one of a series of similar agreements entered into by the Company from time to time. Any provision of this Agreement may be amended, waived or modified only upon the written consent of the parties hereto.
- b. Any notice required or permitted by this Agreement will be deemed sufficient when sent by email to the relevant address listed on the signature page, as subsequently modified by written notice received by the appropriate party.
- c. The Purchaser is not entitled, as a holder of the Token, to vote or receive dividends or be deemed the holder of capital stock of the Company for any purpose, nor will anything contained herein be construed to confer on the Purchaser, as such, any of the rights of a stockholder of the Company or any right to vote for the election of directors or upon any matter submitted to stockholders at any meeting thereof, or to give or withhold consent to any corporate action or to receive notice of meetings, or to receive subscription rights or otherwise.



- d. Neither this Agreement nor the rights contained in this Agreement may be assigned, by operation of law or otherwise, by either party without the prior written consent of the other; *provided*, however, that the Company may assign this Agreement in whole or in part, without the consent of the Purchaser, to any of the Company's Affiliates or in connection with a reincorporation or restructure to change the Company's domicile.
- e. In the event any one or more of the provisions of this Agreement is for any reason held to be invalid, illegal or unenforceable, in whole or in part or in any respect, or in the event that any one or more of the provisions of this Agreement operate or would prospectively operate to invalidate this Agreement, then and in any such event, such provision(s) only will be deemed null and void and will not affect any other provision of this Agreement and the remaining provisions of this Agreement will remain operative and in full force and effect and will not be affected, prejudiced, or disturbed thereby.
- f. All representations and warranties in this Agreement will survive the execution and delivery of this Agreement.
- g. The Purchaser must, at its own expense, whenever requested by the Company, promptly do or cause to be done everything reasonably necessary to give full effect to this Agreement and the transactions contemplated by this Agreement.
- h. The rights, remedies and powers of the parties under this Agreement are cumulative and not exclusive of any rights, remedies or powers provided to the parties hereto by law.
- i. The provisions of this Agreement will enure for the benefit of and be binding on the parties to this Agreement and their respective successors and permitted substitutes and assigns and (where applicable) legal personal representatives.
- j. This Agreement (including any non-contractual obligations arising out of or in connection herewith) shall be governed by, and construed in accordance with, the laws of the British Virgin Islands, without reference to the choice of law principles thereof.
- k. This Agreement may be signed in counterparts, each of which will constitute an original and all of which taken together will constitute one and the same instrument.



CRYPTO528

EXHIBIT B

RISK FACTORS ASSOCIATED WITH CRYPTO 528 TOKENS

Important Note: As noted elsewhere in the Token Sale Agreement, the Tokens are not being structured or sold as securities or any other form of investment product. Accordingly, none of the information presented in this **Exhibit B** is intended to form the basis for any investment decision, and no specific recommendations are intended. Company expressly disclaims any and all responsibility for any direct or consequential loss or damage of any kind whatsoever arising directly or indirectly from: (i) reliance on any information contained in this **Exhibit B**, (ii) any error, omission or inaccuracy in any such information or (iii) any action resulting from such information.

By purchasing, holding and using CRYPTO 528 TOKENS, you expressly acknowledge and assume the following risks:

1. **Risk of Losing Access to Tokens Due to Loss of Private Key(s), Custodial Error or Purchaser Error**
A private key, or a combination of private keys, is necessary to control and dispose of Tokens stored in your CRYPTO 528 account. Accordingly, loss of requisite private key(s) associated with your CRYPTO 528 account storing Tokens will result in loss of such Tokens. Moreover, any third party that gains access to such private key(s), including by gaining access to login credentials of a CRYPTO 528 account, may be able to misappropriate your Tokens. Any errors or malfunctions caused by or otherwise related to CRYPTO 528 account you choose to receive and store CRYPTO 528 TOKENS, including your own failure to properly maintain or use such CRYPTO 528 account, may also result in the loss of your Tokens. Additionally, your failure to follow precisely the procedures for buying and receiving Tokens, including, for instance, if you provide the wrong address for receiving Tokens, may result in the loss of your Tokens.
2. **Risk of Mining Attacks**
As with other decentralized cryptographic Tokens based on the Blockchain protocol, Tokens are susceptible to attacks by miners in the course of validating Tokens transactions on the Blockchain, including, but not limited to, double-spend attacks, majority mining power attacks, and selfish-mining attacks. Any successful attacks present a risk to the Platform and Tokens, including, but not limited to, accurate execution and recording of transactions involving Tokens.
3. **Risk of Hacking and Security Weaknesses**
Hackers or other malicious groups or organizations may attempt to interfere with the Platform 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, there is a risk that a third party or a member of the Company may intentionally or unintentionally introduce weaknesses into the core infrastructure of the Platform, which could negatively affect the Platform and Tokens, including Tokens' utility for using the Platform.
4. **Risk of Uninsured Losses**



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Unlike bank accounts or accounts at some other financial institutions, Tokens are uninsured unless you specifically obtain private insurance to insure them. Thus, in the event of loss or loss of utility value, there is no public insurer or private insurance arranged by us, to offer recourse to you.

5. ***Risks Associated with Uncertain Regulations and Enforcement Actions***

The regulatory status of Tokens and distributed ledger technology is unclear or unsettled in many jurisdictions. It is difficult to predict how or whether regulatory agencies may apply existing regulation with respect to such technology and its applications. It is likewise difficult to predict how or whether legislatures or regulatory agencies may implement changes to law and regulation affecting distributed ledger technology and its applications, including the Platform and Tokens. Regulatory actions could negatively impact the Platform and Tokens in various ways. Company may cease operations in a jurisdiction in the event that regulatory actions, or changes to law or regulation, make it illegal to operate in such jurisdiction, or commercially undesirable to obtain the necessary regulatory approval(s) to operate in such jurisdiction.

6. ***Risks Arising from Taxation***

The tax characterization of Tokens is uncertain. You must seek your own tax advice in connection with purchasing Tokens, which may result in adverse tax consequences to you, including withholding taxes, income taxes and tax reporting requirements.

7. ***Risk of Weaknesses or Exploitable Breakthroughs in the Field of Cryptography***

Advances in cryptography, or technical advances such as the development of quantum computers, could present risks to crypto currencies and the Platform and Tokens, which could result in the theft or loss of Tokens.

8. ***Risk of Insufficient Interest in the Platform or Distributed Applications***

It is possible that the Platform will not be used by a large number of individuals, companies and other entities or that there will be limited public interest in the creation and development of distributed platforms (such as the Platform) more generally. Such a lack of use or interest could negatively impact the development of the Platform and the potential utility of Tokens.

9. ***Risks Associated with the Development and Maintenance of the Platform***

The Platform is still under development and may undergo significant changes over time. Although Company intends for Tokens and the Platform to follow the specifications set forth in **Whitepaper**, and will take commercially reasonable steps toward those ends, Company may have to make changes to the specifications of Tokens or the Platform for any number of legitimate reasons. This could create the risk that Tokens or the Platform, as further developed and maintained, may not meet your expectations at the time of purchasing Tokens. Furthermore, despite our good faith efforts to develop and maintain the Platform, it is still possible that the Platform will experience malfunctions or otherwise fail to be adequately developed or maintained, which may negatively impact the Platform and the potential utility of Tokens.

10. ***Risk of an Unfavorable Fluctuation of Ether and Other Currency Value***



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The Company intends to use the proceeds from selling Tokens to fund the maintenance and development of the Platform. If the value of Ether or other currencies fluctuates unfavorably during or after the Sale Periods, the Company may not be able to fund development, or may not be able to develop or maintain the Platform in the manner that it intended.

11. *Risk of Dissolution of Company*

It is possible that, due to any number of reasons, including, but not limited to, an unfavorable fluctuation in the value of cryptographic and fiat currencies, decrease in Tokens' utility, the failure of commercial relationships, or intellectual property ownership challenges, the Platform may no longer be viable to operate and Company may dissolve.

12. *Unanticipated Risks*

In addition to the risks included in this **Exhibit B**, there are other risks associated with your purchase, holding and use of Tokens, including those that Company cannot anticipate. Such risks may further materialize as unanticipated variations or combinations of the risks discussed in this **Exhibit B**.