

Token Purchase Agreement (TPA)

This Token Purchase Agreement (“Agreement”)

is between:

Issuer: NexusWealth Foundation, a non-profit entity organized under the laws of British Virgin Island (the “Issuer”).

Purchaser: The individual or entity executing this Agreement (the “Purchaser”).

Operating Entity: NexusWealth LLC, a U.S.-based entity managing the NexusWealth Investment Solutions ecosystem (the “Operating Entity”).

1. Purpose and Intent

1.1 The Purchaser agrees to buy, and the Issuer agrees to sell, NWIS tokens (“Tokens”) for use within the NexusWealth Investment Solutions ecosystem (the “Ecosystem”).

1.2 Tokens are **not securities**, do not represent equity or ownership, and carry **no profit-sharing, dividend, or distribution rights**.

1.3 Tokens are **solely for governance and participation** purposes as outlined in the Governance Token Policy incorporated herein.

2. Purchase Terms

2.1 **Purchase Price:** Starting at \$0.001 per Token, payable in ETH / USDC / USDT at the time of purchase.

2.2 **Delivery:** Tokens will be delivered to the Purchaser’s designated blockchain wallet address upon:

- Receipt of payment
- Confirmation of jurisdictional eligibility

3. Representations of the Purchaser

The Purchaser represents and warrants that:

- a. They have **read and accepted the Token Purchase Disclaimer**;
- b. They are **not purchasing Tokens for speculative or investment purposes**;
- c. If located in the U.S., they are an **accredited investor** under **Regulation D**;
- d. If outside the U.S., they qualify under **Regulation S** for non-U.S. persons;
- e. They comply with all laws of their jurisdiction regarding digital assets.

4. Token Utility & Governance

4.1 Tokens may be used for:

- Voting on proposals
- Participating in community governance
- Accessing certain features within the Ecosystem

4.2 Tokens grant **no rights to company equity, no claims on assets, and no entitlement to profits.**

5. Transfer Restrictions

5.1 Tokens purchased under **Reg D** may not be resold in the U.S. for at least **12 months** unless permitted by applicable law.

5.2 Tokens may not be offered or sold to prohibited jurisdictions or sanctioned individuals/entities (OFAC, FATF lists).

5.3 The Issuer reserves the right to implement **geofencing** and **KYC requirements** to enforce these restrictions.

6. Risk Disclosure

The Purchaser acknowledges the following risks:

- **Regulatory Risk:** Future laws may affect the use, transfer, or legality of Tokens.
- **Technology Risk:** Smart contracts, blockchain systems, or wallets may fail or be hacked.

- **Market Risk:** Token value may fluctuate; there is **no guarantee of liquidity** or secondary market availability.

7. No Investment Advice

The Purchaser agrees that neither the Issuer nor the Operating Entity has provided legal, financial, or tax advice regarding the purchase or holding of Tokens.

8. Governing Law and Dispute Resolution

9.1 This Agreement shall be governed by the laws of British Virgin Islands.

9.2 Any disputes shall be resolved by **binding arbitration** in BVI, under [ICC or LCIA Rules].

9. Liability Limitation

The Issuer and Operating Entity shall not be liable for:

- Loss of funds due to private key mismanagement
- Unauthorized transactions by third parties
- Losses arising from regulatory or technological changes

10. Entire Agreement

This Agreement, together with the **Governance Token Policy** and **Token Purchase Disclaimer**, constitutes the entire understanding between the parties regarding the purchase and use of Tokens.

Exhibits

- **Exhibit A:** Governance Token Policy
- **Exhibit B:** Token Purchase Disclaimer

Exhibit A – Governance Token Policy

1. Purpose

This Governance Token Policy (“Policy”) governs the rights, responsibilities, and limitations associated with the **NWIS Governance Tokens** (“Tokens”) issued by **NexusWealth Foundation** (the “Foundation”) for use in the **NexusWealth Investment Solutions Ecosystem** (the “Ecosystem”).

This Policy is incorporated by reference into the **Token Purchase Agreement** (“Agreement”) and the **Operating Agreement** of NexusWealth LLC where applicable.

2. Nature of Governance Tokens

2.1 Non-Security Status

- Tokens are **not securities** under U.S. or international law to the fullest extent permissible.
- Tokens do **not** represent equity, ownership, or membership interests in the NexusWealth Foundation, NexusWealth LLC, or any related entity.
- Tokens carry **no rights to dividends, profit-sharing, or distributions** of any kind.

2.2 Non-Investment Nature

- Tokens are issued for **functional, governance, and participation purposes only** within the Ecosystem.
- The Foundation makes **no promises or representations** regarding token value, appreciation, or liquidity.

3. Governance Rights

3.1 Voting Rights

- Each Token provides holders with the right to **vote on proposals** affecting the Ecosystem, including:
 - Treasury allocations for community initiatives
 - Protocol feature upgrades or improvements

- Governance parameter changes (e.g., quorum, voting thresholds)
- Ecosystem grants or incentive programs

3.2 Proposal Submission

- Token holders holding at least **X% of circulating tokens** may submit proposals for voting.

3.3 Quorum & Approval

- Votes require at least **X% quorum** of total circulating tokens.
- A **simple majority** (>50%) or **supermajority** (e.g., 67%) may be required depending on proposal type.

4. Treasury Governance

4.1 The Foundation may establish an **on-chain treasury** for ecosystem development and grant funding.

4.2 Token holders may vote on treasury allocations, subject to **multi-signature (multi-sig) execution** for security.

4.3 Treasury votes are binding only within the scope defined by this Policy and the Operating Agreement.

5. Decentralization Roadmap

- The Foundation may transfer certain governance powers to token holders over time as the Ecosystem matures.
- Initial phases may require **multi-sig approval** or **Foundation oversight** until full decentralization is feasible.

6. Compliance & Legal Restrictions

- Tokens are subject to **KYC/AML requirements** as determined by the Foundation.
- Tokens may not be offered or sold in **prohibited jurisdictions** or to **restricted persons**.

- The Foundation reserves the right to modify governance processes to comply with applicable laws.

7. No Ownership or Profit Rights

- Holding Tokens does not provide **any ownership claim** over the Foundation, NexusWealth LLC, or affiliated entities.
- Tokens do not entitle holders to **financial returns, liquidation rights, or equity distributions**.

8. Disclaimers & Risk Acknowledgment

- The Foundation disclaims all liability for **token value, liquidity, or market performance**.
- Token holders assume full responsibility for compliance with **local laws and tax obligations**.

9. Amendments

This Policy may be amended by:

- (a) a majority vote of token holders under the governance process, and
- (b) approval by the Foundation and NexusWealth LLC where legally required.

Token Buyer Disclaimer

Important Notice to All Purchasers of NexusWealth Investment Solutions Governance Tokens (“NWIS”):

By purchasing or otherwise acquiring Tokens issued by **NexusWealth LLC** (the “Foundation”) in connection with the **NexusWealth Investment Solutions** ecosystem (the “Ecosystem”), you acknowledge and agree to the following terms:

1. No Investment or Equity Rights

- The Tokens **do not represent equity, ownership, or membership interests** in NexusWealth Investment Solutions LLC, the Foundation, or any affiliated entity.
- The Tokens **do not grant any right to profits, dividends, revenue-sharing, or distributions** of any kind.
- The purchase of Tokens **does not constitute an investment** in the Foundation, LLC, or any related business entity.

2. Purpose of Tokens

- The Tokens are issued **solely for governance and participation** within the Ecosystem.
- Token holders may use Tokens to **create and vote on proposals**, participate in community governance, or access certain features of the Ecosystem.
- Tokens are intended to have **immediate functional utility** and are **not sold for speculative purposes**.

3. No Expectation of Profit

- You acknowledge that **no representations, warranties, or guarantees** have been made regarding the future value, appreciation, or liquidity of the Tokens.
- The Foundation and its affiliates expressly **disclaim any responsibility** for any change in Token value.

4. Regulatory Compliance

- The Tokens are **not registered securities** under the laws of the United States or any other jurisdiction.
- Tokens may only be offered or sold pursuant to **applicable exemptions** (e.g., Regulation D, Regulation S) or in compliance with the laws of the purchaser's jurisdiction.
- Purchasers are **solely responsible** for ensuring compliance with the laws of their jurisdiction prior to purchasing Tokens.

5. Restrictions on U.S. Persons (if applicable)

- Tokens may **not be offered or sold to U.S. Persons** except as permitted under Regulation D of the Securities Act of 1933.
- The Foundation may use **geofencing** or other technological measures to restrict access by U.S. Persons where required.

6. No Professional Advice

- Nothing contained in the offering of Tokens constitutes legal, financial, or tax advice.
- Purchasers should consult with their own **legal, financial, and tax advisors** prior to any purchase.

7. Assumption of Risk

- Purchasing Tokens involves **significant risks**, including regulatory, technological, and market risks.
- By acquiring Tokens, you acknowledge and accept these risks **without recourse** against the Foundation, LLC, or their affiliates.

8. Acknowledgment and Acceptance

- By proceeding with the purchase of Tokens, you acknowledge that you have **read, understood, and accepted** this disclaimer and agree to abide by all applicable terms and conditions set forth by the Foundation and its affiliates.