This Initial Coin Offering Agreement ("Agreement") is made as of [Date], by and between [Company Name], a [Incorporation Type] incorporated in [Jurisdiction] ("Company"), and the undersigned ("Purchaser").

1. Definitions

"Tokens" refer to the digital tokens issued by the Company as part of this ICO.

"Blockchain" refers to the decentralized ledger technology on which the Tokens are recorded.

2. Offer and Sale of Tokens

The Company hereby agrees to sell to the Purchaser, and the Purchaser hereby agrees to purchase from the Company, [specified number] of Tokens at a price of [price] per Token.

The total purchase price ("Purchase Price") shall be paid by the Purchaser by transferring [acceptable forms of payment, e.g., fiat currency, major cryptocurrencies].

3. Purpose of the Token Offering

The Tokens are being sold to raise funds for [specific project or business activity]. The proceeds from the ICO will be used as outlined in the attached White Paper, which forms an integral part of this Agreement.

4. Conditions to Token Sale

The sale of the Tokens under this Agreement is subject to the satisfaction of certain conditions precedent by the Company, including but not limited to [e.g., obtaining necessary regulatory approvals, completion of technology platform].

5. Representations and Warranties of the Company

The Company represents and warrants that it is duly incorporated, validly existing, and in good standing under the laws of its jurisdiction of incorporation.

The Tokens, once issued, will be duly authorized and validly issued.

6. Representations and Warranties of the Purchaser

The Purchaser represents and warrants that they are of legal age to enter into this Agreement.

The Purchaser is aware of the risks associated with purchasing Tokens, including the potential loss of the entire Purchase Price.

7. Compliance with Securities Laws

The Purchaser acknowledges that the Tokens may be subject to restrictions under the securities laws of various jurisdictions and agrees to comply with all such applicable laws.

8. Token Delivery

The Tokens will be delivered to the Purchaser's blockchain address within [time frame] following the full payment of the Purchase Author.

9. Limitation of Liability

The Company's liability in connection with this Agreement shall be limited to the total Purchase Price received from the Purchaser.

10. Miscellaneous

This Agreement constitutes the entire agreement between the parties with respect to the ICO and supersedes all prior agreements and understandings.

Any disputes arising out of or related to this Agreement shall be resolved through arbitration in New York