



GIZA TOKEN PURCHASE AGREEMENT

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This GIZA Token Purchase Agreement (this “Agreement”) contains the terms and conditions that govern your use of the GIZA distribution smart contract (the “GIZA Smart Contract”); use and purchase of the related ERC-20 compatible GIZA tokens distributed on the Ethereum blockchain (the “GIZA Token ”); and is an agreement between you or the entity that you represent (“Buyer” or “you”) and Giza Device Ltd (“Giza Device Ltd,” together with its parent company, subsidiaries and affiliates, “Company”). Buyer, Giza Device Ltd are herein referred to individually as a “Party” and collectively, as the “Parties”. 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 hereby agree as follows:

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

Buyer acknowledges, understands and agrees to the following:

- **BINDING AGREEMENT:**

Buyer understands and agrees that Buyer is subject to and bound by this Agreement by virtue of Buyer’s purchase of GIZA Tokens.

- **NO U.S. OR CHINESE BUYERS:**

GIZA Tokens are not being offered or distributed to U.S. persons (as defined below) or Chinese persons (as defined below). If you are 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, any 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”), or if you are citizen, resident of, or a person located or domiciled in, or any entity, including, without limitation, any corporation or partnership created or organized in or under the laws of the People’s Republic of China, do not purchase or attempt to purchase GIZA Tokens (a “Chinese person”).

- **GIZA TOKENS HAVE NO REAL VALUE, PURPOSE, ATTRIBUTES, FUNCTIONALITIES OR FEATURES.**

The GIZA Tokens do not have any real value. Company does not guarantee and is not representing in any way to Buyer that the GIZA Tokens have any real value, purpose, attributes, functionalities or features.

- **PURCHASE OF GIZA TOKENS ARE NON-REFUNDABLE AND PURCHASES CANNOT BE CANCELLED. BUYER MAY LOSE ALL AMOUNTS PAID.**

- **GIZA TOKENS MAY HAVE NO VALUE.**



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- COMPANY RESERVES THE RIGHT TO REFUSE OR CANCEL GIZA TOKEN PURCHASE REQUESTS AT ANY TIME IN ITS SOLE DISCRETION.
- PLEASE READ THE RISKS SET FORTH IN SECTION 7 CAREFULLY AND IN THEIR ENTIRETY.
- THIS AGREEMENT INCLUDES PRE-DISPUTE RESOLUTION IN SECTION 9.1 AND REQUIRES ARBITRATION IN SECTION 9.2.

1. ACCEPTANCE OF AGREEMENT AND PURCHASE OF GIZA TOKENS

1.1 This Agreement shall be effective and binding on the Parties when Buyer:

(a) clicks the check box on the official <https://www.gezadevice.com/> website (the "Website") to indicate that Buyer has read, understands and agrees to the terms of this Agreement; or, if earlier (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.

1.2 Company has prepared the White Paper, which is available at link, describing matters relating to the GIZA device, GIZA token and Giza Device Ltd. The White Paper, as it may be amended from time to time, is hereby incorporated by reference. Buyer has read and understands the White Paper and its contents.

1.3 GIZA Tokens.

(a) No Purpose. As mentioned above, the GIZA Tokens do not have any value, uses, purpose, attributes, functionalities or features, express or implied. Although GIZA Tokens may be tradable, they are not an investment, currency, security, commodity, a swap on a currency, security or commodity or any other kind of financial instrument.

(b) Company's Use of Proceeds. Buyer acknowledges and understands that the proceeds from the sale of the GIZA Tokens will be utilized by Company in its sole discretion.

2. GIZA TOKEN DISTRIBUTION

2.1. Allocation and Distribution of GIZA Tokens. Giza Device Ltd intends to allocate and distribute GIZA Tokens (the "GIZA Token Distribution") in accordance with the material specifications as set forth in Exhibit A to this Agreement which includes details regarding the timing (the "GIZA Distribution Period") and pricing of the GIZA Token Distribution and the amount of GIZA Tokens that will be distributed. During the GIZA Distribution Period, Giza Device Ltd will provide specific procedures on how Buyer should purchase GIZA Tokens through the official Website. By purchasing GIZA Tokens, Buyer acknowledges and understands and has no objection to such procedures and



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material specifications. Failure to use the official Website and follow such procedures may result in Buyer not receiving any GIZA Tokens. Any buyer of GIZA Tokens may lose some or all of the amounts paid in exchange for GIZA Tokens, regardless of the purchase date. The access or use of the GIZA Smart Contract, access or use of the GIZA Token and/or the receipt or purchase of GIZA through any other means other than the official Website are not sanctioned or agreed to in any way by the Giza Device Ltd Parties. Buyer should take great care that the website used to purchase GIZA Tokens has the following universal resource locator (URL): <https://www.gizadevice.com/>.

2.2. No U.S. or Chinese Buyers. The GIZA Tokens are not being offered to U.S. persons or Chinese persons. U.S. persons and Chinese persons are strictly prohibited and restricted from using the GIZA Smart Contract, using the GIZA Token and/or purchasing GIZA Tokens and Company is not soliciting purchases by U.S. persons or Chinese persons in any way. If a U.S. person or a Chinese person uses the GIZA Smart Contract, uses the GIZA Token and/or purchases GIZA Tokens, such person has done so and entered into this Agreement on an unlawful, unauthorized and fraudulent basis and this Agreement is null and void. Company is not bound by this Agreement if this Agreement has been entered into by a U.S. person or a Chinese person as Buyer or Buyer has entered into this Agreement or has purchased GIZA Tokens on behalf of a U.S. person or a Chinese 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 or Chinese person who uses the GIZA Smart Contract, uses the GIZA Tokens and/or purchases GIZA Tokens or enters this Agreement on an unlawful, unauthorized or fraudulent basis shall be solely liable for, and shall indemnify, defend and hold harmless Giza Device Ltd and Giza Device Ltd'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 "Giza Device Ltd 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 (collectively, the "Damages") incurred by a Giza Device Ltd Party that arises from or is a result of such U.S. person's or Chinese person's unlawful, unauthorized or fraudulent use of the GIZA Smart Contract, unauthorized use of the GIZA Tokens and/or the receipt or purchase of GIZA Tokens.

2.3. Allocation and Sale of GIZA Tokens to Giza Device Ltd Parties. Buyer understands and consents to the participation of the Company's past, present and future employees, officers, directors, contractors, consultants, equity holders, suppliers, vendors and service providers in the purchase of GIZA Tokens, including people who may work on the development and



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implementation of the GIZA DEVICE Software or who may work for Giza Device Ltd's future businesses which Giza Device Ltd may establish with a portion of the proceeds from the GIZA Token Distribution. All such Giza Device Ltd Parties will participate on the same terms as every other buyer of GIZA Tokens and will be bound by this Agreement.

2.4. No Representations and Warranties. The GIZA Tokens will be distributed to buyers thereof pursuant to the GIZA Smart Contract. None of the Giza Device Ltd Parties makes any representations or warranties, express or implied, including, without limitation, any warranties of title or implied warranties of merchantability or fitness for a particular purpose with respect to the GIZA Smart Contract, the GIZA Tokens or their utility, or the ability of anyone to purchase or use the GIZA Tokens. Without limiting the foregoing, none of the Giza Device Ltd Parties represent or warrant that the process of purchasing the GIZA Tokens or receiving the GIZA Tokens will be uninterrupted or error-free or that the GIZA Tokens are reliable and error-free. As a result, Buyer acknowledges and understands that Buyer may never receive GIZA Tokens and may lose the entire amount Buyer paid to Company. Buyer shall provide an accurate digital wallet address to Company for receipt of any GIZA Tokens distributed to Buyer pursuant to the GIZA Smart Contract.

2.5. Not an Offering of Securities, Commodities or Swaps. The sale of GIZA Tokens and the GIZA Tokens themselves are not securities, commodities, swaps on either securities or commodities or a financial instrument of any kind. Purchases and sales of GIZA Tokens are not subject to the protections of any laws governing those types of financial instruments. This Agreement and all other documents referred to in this Agreement including 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.

2.6. Not an Investment. Buyer should not participate in the GIZA Token Distribution or purchase GIZA Tokens for investment purposes. GIZA Tokens are not designed for investment purposes and should not be considered as a type of investment. Within forty eight (48) hours from the end of the GIZA Distribution Period all GIZA Tokens will no longer be transferable and the GIZA Token Contract will prevent all further transfers and public key mappings. At this point, the distribution of GIZA Tokens will be complete. Buyer acknowledges, understands and agrees that Buyer should not expect and there is no guarantee or representation or warranty by Company that: (a) the GIZA DEVICE Software will ever be adopted; (b) the GIZA DEVICE Software will be adopted as developed by Giza Device Ltd and not in a different or modified form; (c) a blockchain will ever be launched with or without changes to the GIZA DEVICE Software. Furthermore, holding GIZA Tokens is not a guarantee, representation or warranty that the holder will be able to use the GIZA Token,



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or receive any tokens utilized on the GIZA DEVICE Platform, even if the GIZA DEVICE Platform is launched and the GIZA DEVICE Software is adopted, of which there is no guarantee, representation or warranty made by Company.

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

3. NO OTHER RIGHTS CREATED

3.1. No Claim, Loan or Ownership Interest. The purchase of GIZA Tokens: (a) does not provide Buyer with rights of any form with respect to the 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.

3.2. 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 trademark, and any trademarks, copyright or patents based thereon. Buyer may not use any of Company's intellectual property for any reason without Company's prior written consent.

4. SECURITY AND DATA; TAXES

4.1. Security and Data Privacy.

4.1.1. Buyer's Security. Buyer will implement reasonable and appropriate measures designed to secure access to: (a) any device associated with Buyer and utilized in connection with Buyer's purchase of GIZA Tokens; (b) private keys to Buyer's wallet or account; and (c) 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 GIZA Tokens and/or access to Buyer's account. Company is under no obligation to recover any GIZA Tokens and Buyer acknowledges, understands and agrees that all purchases of GIZA Tokens are non-refundable and Buyer will not receive money or other compensation for any GIZA Tokens purchased.

4.1.2. 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.



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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 GIZA Tokens to Buyer until such requested information is provided.

4.2. Taxes. Buyer acknowledges, understands and agrees that: (a) the purchase and receipt of GIZA 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.

5. REPRESENTATIONS AND WARRANTIES OF BUYER

By buying GIZA Tokens, Buyer represents and warrants to each of the Giza Device Ltd Parties that:

5.1. Not a U.S. Person or Chinese Person: Buyer is not a U.S. person or a Chinese person.

5.2. Authority. Buyer has all requisite power and authority to execute and deliver this Agreement, to use the GIZA Smart Contract, purchase GIZA Tokens, and to carry out and perform its obligations under this Agreement. a. If an individual, Buyer is at least 18 years old and of sufficient legal age and capacity to purchase GIZA Tokens. b. If a legal person, Buyer is duly organized, validly existing and in good standing under the laws of its domiciliary jurisdiction and each jurisdiction where it conducts business.

5.3. No Conflict. The execution, delivery and performance of this Agreement will not result in 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: (a) any provision of Buyer's organizational documents, if applicable; (b) 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; (c) any material agreement, obligation, duty or commitment to which Buyer is a party or by which it is bound; or (d) any laws, regulations or rules applicable to Buyer.

5.4. 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 Buyer.

5.5. 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 (a "Buyer Event"), and 7 there is no proceeding or investigation pending or, to the



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knowledge of Buyer, threatened by any governmental authority, that would reasonably be expected to become the basis for a Buyer Event.

5.6. Buyer Knowledge and Risks of Project. Buyer has sufficient knowledge and experience in business 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 GIZA 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 GIZA Tokens, and liability to the Giza Device Ltd Parties and others for its acts and omissions, including with 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 GIZA Tokens.

5.7. Funds; Payments.

5.7.1. Funds. The funds, including any virtual currency or cryptocurrency, Buyer uses to purchase GIZA 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 the GIZA Tokens to finance, engage in, or otherwise support any unlawful activities.

5.7.2. 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 there under by the Financial Crimes Enforcement Network, as such regulations may be amended from time to time.

5.8. Miscellaneous Regulatory Compliance.

5.8.1. Anti-Money Laundering; Counter-Terrorism Financing. To the extent required by applicable law, Buyer complies with all anti-money laundering and counterterrorism financing requirements.

5.8.2. Sanctions Compliance. Neither Buyer, nor any person having a direct or indirect beneficial interest in Buyer or GIZA Tokens being acquired by Buyer, or any person for whom Buyer is acting as agent or nominee in connection with GIZA Tokens, is the subject of sanctions administered or enforced by any country or government (collectively, "Sanctions") or is organized or resident in a country or territory that is the subject of country-wide or territory-wide Sanctions.



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6. DISCLAIMERS

6.1. Buyer expressly acknowledges, understands and agrees that Buyer is using the GIZA Smart Contract, the GIZA Token Contract and purchasing GIZA Tokens at the Buyer's sole risk and that the GIZA Smart Contract, the GIZA Token Contract and GIZA 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 Buyer shall rely on its own examination and investigation thereof.

6.2. No Representation or Warranty.

6.2.2. COMPANY DOES NOT MAKE AND EXPRESSLY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS, IMPLIED OR STATUTORY; AND

6.2.3. WITH RESPECT TO THE GIZA SMART CONTRACT AND THE GIZA TOKENS, COMPANY SPECIFICALLY DOES NOT REPRESENT AND WARRANT AND EXPRESSLY DISCLAIMS ANY REPRESENTATION OR WARRANTY, EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION, ANY REPRESENTATIONS OR WARRANTIES OF TITLE, NONINFRINGEMENT, 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.

EXHIBIT A GIZA TOKEN ALLOCATION

We foresee the following allocation of GIZA tokens:

Bounty = 1 390 000 (3.78%)
Team = 2 000 000 (5.43%)
Founder = 2 500 000 (6.79%)
Sale = 30 910 000 (84.00%)
Total = 36 800 000 (100%)

The preliminary distribution of funds is as follows:

1. 5% repayment of borrowed funds used to launch GIZA token
2. 3% legal costs and other bureaucratic expenses
3. 10% hardware development
4. 12% software development
5. 7% browser extensions development
6. 9% mobile app development
7. 25% marketing campaign
8. 29% launch of mass production