

SIGNAL TOKEN SALE TERMS AND CONDITIONS

These SIGNAL Token Sale Terms and Conditions ("**Terms**") apply to the sale of \$SIGNAL Tokens to persons interested in supporting the Platform and holding the \$SIGNAL Tokens for the purposes of their utility as described herein. If you do not agree to any of the provisions of these Terms you should not purchase \$SIGNAL Tokens.

These Terms are a binding agreement between M.M World Media Ltd, with registered company number 2071352, and registered address located at Trinity Chambers, PO Box 4301, Road Town, Tortola, British Virgin Islands ("**Company**") and you, the person who purchases the \$SIGNAL Token via our Landing Page ("**Purchaser**" or "**You**").

These Terms and offer of \$SIGNAL Tokens herein have not been registered or qualified under the securities Laws or anti-money laundering and counterterrorism financing Laws of any jurisdiction. Accordingly, this offer is only made in jurisdictions where such registration or qualification is not required.

You will not be entitled, as a holder of \$SIGNAL Tokens, to receive dividends or vote as a shareholder or be deemed a shareholder of Company for any other purpose, nor will anything contained herein be construed to confer upon you, as such, any of the rights of a shareholder or any right to vote for the election of directors or upon any matter submitted to the board of directors at any meeting thereof, or to give or withhold consent to any corporate action or to receive notice of or attend shareholder or board meetings, or to receive subscription rights or otherwise.

Ownership of the \$SIGNAL Tokens carries no rights, express or implied, other than the right to purchase and use the \$SIGNAL Tokens as a means to enable usage of and interaction with the Platform, and confers no other rights of any form with respect to the Platform or Company. In particular, Purchaser understands and accepts that the \$SIGNAL Tokens do not represent or confer any ownership right or stake, share or security or equivalent rights, or any right to receive future revenue shares, intellectual property rights or any other form of participation in or relating to the Platform or Company and its corporate affiliates, other than rights relating to use of the Platform, subject to limitations and conditions in these Terms.

You confirm that you have read, fully understand and agree with these Terms, White Paper and all other documents and disclosures regarding \$SIGNAL Tokens ("**Company Documents**") and expressly accept all terms, conditions, obligations, affirmations, representations and warranties described in the Company Documents and agree to be bound by them.

IMPORTANT INFORMATION: PLEASE READ THESE TERMS CAREFULLY AND IN THEIR ENTIRETY.

1. DEFINITIONS

"Discount Price" means the price per Token offered by Company when Purchasers purchase \$SIGNAL Tokens pursuant to these Terms.

"**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.

“**Landing Page**” means Company’s landing pages which is dedicated to the sale of the \$SIGNAL Tokens and located at <http://raise.solidsignal.ai/>

“**Laws**” means laws, statutes, ordinances, rules, regulations, judgments, injunctions, orders and decrees.

“**\$SIGNAL Tokens**” means the tokens created by the Company.

“**Platform**” means the smart contract system developed by the Company as more fully described in the White Paper, the use of which, or any part thereof, may be subject to additional terms and conditions.

“**Website**” means Company’s website located at <https://solidsignal.ai/>

“**White Paper**” means the Company’s White Paper as located at <https://ss-whitepaper.gitbook.io/ss-whitepaper/>.

2. PURCHASE AND ISSUANCE OF \$SIGNAL TOKENS

2.1 **Purchase.** Purchaser agrees to purchase a total amount of \$SIGNAL TOKENS for a total cryptocurrency price as will be set out on the Landing Page and agreed between the Company and Purchaser, subject the limitations and restrictions set out in these Terms, and subject to all limitations and restrictions set out in applicable Laws (the “**Purchase Amount**”).

2.2 **Payment.** Purchaser agrees to make payment to Company or its designee, in accordance with instructions provided to Purchaser, at the time of acceptance of these Terms or at such time as indicated by the Company on the Landing Page, except as otherwise agreed to by Company. The Purchase Amount shall be deemed in USD (USDC) regardless of accepted payment type, valued at the exchange rate quoted to Purchaser at the time of payment.

2.3 **White Paper.** Company has prepared the White Paper which describe matters relating to the \$SIGNAL Token and the Platform. The White Paper as it may be amended from time to time, are hereby incorporated by reference. Purchaser has read and understands the White Paper and its contents. Purchaser affirms and acknowledges that he / she has read and understands the White Paper and its contents. Company has the right to change or add to the terms of the White Paper at any time, and to change, delete, discontinue, or impose conditions on any feature or aspect of the Platform or the \$SIGNAL Token with a notice that the Company, in its sole discretion, deems to be reasonable in the circumstances, including providing notice on the Company's Website. Any use of the Platform or the \$SIGNAL Token after Company's publication of any such changes shall constitute the Purchaser's acceptance of the modified White Paper as applicable.

2.4 **Sales are Final.** There shall be no refunds available hereunder. ALL SALES ARE

FINAL.

- 2.5 **Right of Recall.** Company reserves the right to recall any \$SIGNAL Token purchase, and void these Terms due to regulatory restrictions, legal changes, or other regulatory policies affecting the sale of \$SIGNAL Tokens to any particular token purchasers, and provide the affected token purchaser the USD value of the recalled \$SIGNAL Tokens, valued from the time of the original date of sale.
- 2.6 **Verification.** Purchaser understands that Company may require certain information and documentation to verify Purchaser's identity, source of funds and such other details to ensure that Purchaser is eligible to enter into these Terms and agrees to provide all such information and documentation as a condition precedent to issuance of the \$SIGNAL Tokens purchased hereunder. Purchaser acknowledges and agrees that as a condition of any receipt of the \$SIGNAL Tokens, Purchaser may be required, at Company's sole discretion to execute and deliver to the Company or to any other entity on its behalf, any and all transaction documents related to the \$SIGNAL Token delivery, including verification of qualified or accredited investor status or any other status (including, among others, proving that you do not come from a specific country which may currently, or in the future, be restricted by the Company at Company's sole discretion) under any applicable Laws, including any securities Laws or anti-money laundering and counterterrorism financing Laws in any jurisdiction.
- 2.7 **\$SIGNAL Tokens:**
- a) **Purpose:** Purchase of the \$SIGNAL Tokens will provide Purchaser with access to the \$SIGNAL Token's utility as more specifically described in the White Paper as applicable. Although \$SIGNAL Tokens may be tradable at some future date, they are not themselves 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:** Purchaser acknowledges and understands that the proceeds from the sale of the \$SIGNAL Tokens may be utilized by Company in the development of the Platform in its sole discretion. Company's current projected \$SIGNAL Token sale proceeds and intended use of funds is described in White Paper.
 - c) **Issuance:** \$SIGNAL Tokens will be allocated to Purchaser by Company upon Company's receipt of the purchase price thereof. In connection with and prior to the issuance of \$SIGNAL Tokens by Company to Purchaser pursuant to this Section 2.7:
 - i. Purchaser will provide Company with the information and documents requested by Company pursuant to Section 2.6; and
 - ii. Purchaser will provide to Company a network address for which to allocate Purchaser's \$SIGNAL Tokens upon Company's receipt of the

Purchase Amount thereof. The Company will not be in any way responsible or liable to the Purchaser or any other person or entity for any loss and take no responsibility or representation for, including but not limited to, any losses, damages, or claims arising from errors, including incorrect transactions, made by Purchaser or on its behalf, forgetting the Purchaser's password(s) or keys, the provision of mistyped or otherwise wrong network address, including but not limited to digital wallet address.

3. COMPANY REPRESENTATIONS

- 3.1 The execution, delivery and performance by Company of this instrument is within the power of Company and, other than with respect to the actions to be taken when Tokens are to be issued to Purchaser, has been duly authorized by all necessary actions on the part of Company. This instrument constitutes a legal, valid and binding obligation of Company, enforceable against 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 Company, it is not in violation of (i) its current articles of association; (ii) any material statute, rule or regulation applicable to Company; or (iii) any material indenture or contract to which 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 Company.
- 3.2 To the best knowledge of Company, the performance and consummation of the transactions contemplated by this instrument do not and will not: (i) violate any material judgment, statute, rule or regulation applicable to Company; (ii) result in the acceleration of any material indenture or contract to which 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 Company or the suspension, forfeiture, or nonrenewal of any material permit, license or authorization applicable to Company, its business or operations.
- 3.3 No consents or approvals are required in connection with the performance of this instrument, other than: (i) Company's corporate approvals; and (ii) any qualifications or filings under any applicable Laws, including applicable securities Laws as well as anti-money laundering and counterterrorism financing Laws.
- 3.4 To its knowledge, Company owns, leases 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 its business as now conducted and as currently proposed to be conducted, without an infringement of the rights of others.
- 3.5 COMPANY MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE \$SIGNAL TOKENS, INCLUDING ANY (i) WARRANTY OF MERCHANTABILITY; (ii) WARRANTY OF FITNESS FOR A PARTICULAR

PURPOSE; (iii) WARRANTY OF TITLE; OR (iv) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE. EXCEPT AS EXPRESSLY SET FORTH HEREIN, PURCHASER ACKNOWLEDGES THAT IT HAS NOT RELIED UPON ANY REPRESENTATION OR WARRANTY MADE BY COMPANY, OR ANY OTHER PERSON ON COMPANY'S BEHALF.

4. PURCHASER REPRESENTATIONS

- 4.1 Purchaser is not a citizen of, natural or legal person, having habitual residence, location or their seat of incorporation in any country or territory where transactions with cryptographic tokens, or offering of cryptographic tokens, or any use of any cryptographic tokens, are prohibited or in any manner restricted by applicable Laws, or will become so prohibited or restricted at any time after these Terms become effective.
- 4.2 Purchaser will not be allowed to purchase the \$SIGNAL Tokens if the Purchaser is a citizen of, natural or legal person, having habitual residence, location or the seat of incorporation, in any of the following locations: United States of America (USA).
- 4.3 Purchaser represents that it meets the criteria prescribed under any Laws applicable to Purchaser in all relevant jurisdictions, required in order to prevent its Purchase hereunder from constituting a breach of the local securities Laws in Purchaser's jurisdiction or any other applicable Laws. The purchase of Tokens will not constitute a violation of any Laws, including, inter alia, any securities Laws or investment advice Laws in Purchaser's jurisdiction, and Purchaser acknowledges the Company's right to request any documentation supporting this declaration and/or perform any further inquiry in his/her/its respect in order to verify it. The Purchaser understands that applicable Laws may limit his ability to resell the \$SIGNAL Tokens. It is Purchaser's responsibility to ensure that all offers and sales of the \$SIGNAL Tokens within any jurisdiction comply with applicable securities and other Laws. The Company has not agreed to or otherwise undertaken to register the \$SIGNAL Tokens in any jurisdictions, and do not have any intention to do so in the future.
- 4.4 Purchaser represents that it has satisfied itself as to the full observance of the Laws of its jurisdiction and any other relevant jurisdiction in connection with the purchase and ownership of \$SIGNAL Tokens.
- 4.5 Purchaser has full legal capacity, power and authority to accept these Terms and to perform its obligations hereunder. These Terms constitute valid and binding obligations of Purchaser, enforceable 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.
- 4.6 Purchaser understands that the \$SIGNAL Tokens involve risks, all of which Purchaser fully and completely assumes, including, but not limited to, the risk that

(i) the technology associated with the Platform will not function as intended; (ii) the \$SIGNAL Token will not be listed or tradeable on any exchanges; (iii) the Platform will fail to attract sufficient interest from key stakeholders; and (iv) Company or the Platform may be subject to investigation and punitive actions from Governmental Authorities. Purchaser understands and expressly accepts that the \$SIGNAL Tokens will be created and delivered to Purchaser at the sole risk of Purchaser on an “AS IS” and “UNDER DEVELOPMENT” basis. Purchaser understands and expressly accepts that Purchaser has not relied on any representations or warranties made by Company outside of these Terms, including, but not limited to, conversations of any kind, whether through oral or electronic communication. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, 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 COMPANY, BY WAY OF TECHNICAL ADVICE OR OTHERWISE, RELATED TO THE USE OF THE \$SIGNAL TOKENS.

- 4.7 Purchaser understands that Purchaser bears sole responsibility for any taxes as a result of the matters and transactions that are the subject of these Terms, and any future acquisition, ownership, use, sale or other disposition of \$SIGNAL Tokens held by Purchaser. To the extent permitted by law, Purchaser agrees to indemnify, defend and hold 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 Company that result from the issuance of \$SIGNAL Tokens to Purchaser pursuant to Section 2.1 of these Terms) associated with or arising from Purchaser’s purchase of \$SIGNAL Tokens hereunder, or the use or ownership of \$SIGNAL Tokens.
- 4.8 Purchaser is entering into these Terms and purchasing the \$SIGNAL Tokens for the exclusive purpose of using the \$SIGNAL Tokens on the Platform for Purchaser’s own account, not as a nominee or agent, and not with a view to resale, speculation, or investment, and Purchaser has no present intention of selling, granting any participation in, or otherwise distributing tokens and is not otherwise acting as an underwriter, dealer or other person participating in a distribution of the \$SIGNAL Tokens. Purchaser has no expectation of profits associated with the purchase of the \$SIGNAL Tokens, and Purchaser is not entering into any common enterprise with Company. Purchaser understands that Company has not applied to qualify the \$SIGNAL Tokens for listing on any crypto asset trading platform or exchange and makes no representations as to whether Company will do so in the future. Purchaser understands that any liquidity for the \$SIGNAL Tokens or ability to resell the \$SIGNAL Tokens may be limited, understands that applicable Laws, including securities Laws, may limit his ability to resell or to transfer the \$SIGNAL Tokens, and that it should not be acquiring the \$SIGNAL Tokens with an expectation of reselling at a profit.
- 4.9 Purchaser has read and understands these Terms and any exhibits, as well as the description of the \$SIGNAL Tokens. Purchaser will not purchase the \$SIGNAL Tokens for any uses or purposes other than to use on the Platform, including, but not limited to, any investment, speculative or other financial purposes.

4.10 Funds; Payments.

- a) **Funds:** The funds, including any fiat, virtual currency or cryptocurrency, Purchaser uses to purchase \$SIGNAL Tokens are not derived from or related to any unlawful activities, including but not limited to money laundering or terrorist financing, and Purchaser will not use the \$SIGNAL Tokens to finance, engage in, or otherwise support any unlawful activities.
- b) **Payments:** All payments by Purchaser under these Terms will be made only in Purchaser'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, or in a country or territory which is subject to any country-wide or territory-wide restrictive measures or sanctions or embargoes administered or enforced by any country or government, including any updates to the list of countries, territories, or regulations as may be amended from time to time.

4.11 Miscellaneous Regulatory Compliance:

- a) **Anti-Money Laundering; Counter-Terrorism Financing:** To the extent required by applicable Laws, Purchaser complies with all anti-money laundering and counterterrorism financing requirements.
- b) **Sanctions Compliance:** Neither Purchaser, nor any person having a direct or indirect beneficial interest in Purchaser or \$SIGNAL Tokens being acquired by Purchaser, or any person for whom Purchaser is acting as agent or nominee in connection with \$SIGNAL Tokens, is the subject of sanctions, embargoes, or other restrictive measures administered or enforced by any country or government or inter-governmental organization (collectively, "**Sanctions**") or is organized or a resident of a country or territory that is the subject of country-wide or territory wide Sanctions.

5. RISKS

Purchaser has carefully reviewed, acknowledges, understands and assumes the following risks, which could render the \$SIGNAL Tokens worthless or of little value:

- 5.1 Rights, Functionality and Features: Purchase of the \$SIGNAL Tokens does not guarantee that the Platform will be launched or that the Platform's development will be finished or that the \$SIGNAL Token will be adopted and implemented.
- 5.2 \$SIGNAL Token Price: The sale and purchase of tokens in general, is very risky and its outcomes are highly speculative. The price of tokens is typically extremely volatile, and Purchasers may not be able to redeem, sell, or transfer the \$SIGNAL Tokens for a prolonged period, or the price of the \$SIGNAL Tokens can be reduced to as low as zero, or may have limited to no value.

The price of the \$SIGNAL Tokens and other terms of this Agreement have been arbitrarily determined. Unless a valuation opinion or other professional advice has

been sought in connection with this Agreement, Purchaser will pay a price that was not established in a competitive market or by professional evaluation. Rather, Purchaser will pay a price that was arbitrarily determined by the Company and the price for the \$SIGNAL Tokens bears no relationship to any established criterion of value, and is not indicative of the fair value thereof. The value, if any, of the \$SIGNAL Tokens that may prevail in any market, or that may develop in the future, for which there can be no assurance, may be higher or lower than the price paid by the Purchaser.

5.3 Ability to Transact or Resell: Purchaser may be unable to sell or otherwise transact in \$SIGNAL Tokens at any time, or for the price Purchaser paid. Purchaser acknowledges, understands and agrees that:

- a) \$SIGNAL Tokens may have no value;
- b) the Purchaser may not be able to redeem, sell, or transfer the \$SIGNAL Tokens for a prolonged period;
- c) there is no guarantee or representation of liquidity for the \$SIGNAL Tokens; and
- d) the Parties are not and shall not be responsible for or liable for the market value of \$SIGNAL Tokens, the transferability or liquidity of \$SIGNAL Tokens or the availability of any market for \$SIGNAL Tokens through third parties or otherwise.

There are currently no exchanges upon which the \$SIGNAL Tokens are traded and there may never be a secondary market for the \$SIGNAL Tokens. This could impact your ability to sell the \$SIGNAL Tokens and may negatively impact the value of the \$SIGNAL Tokens. The liquidity of any market for the \$SIGNAL Tokens will depend upon the number of holders of the \$SIGNAL Tokens, the performance of the Platform, the market for similar tokens, and the interest of market participants in making a market in the \$SIGNAL Tokens and other factors. Any such impact could be negative and material and could result in the \$SIGNAL Token having little or no value whatsoever.

The \$SIGNAL Tokens may not be listed on any exchanges. Even if the \$SIGNAL Tokens are listed they may be thinly traded, or removed from listing on such exchanges for various reasons, including, without limitation, regulatory developments and a lack of purchaser interest. This could impact your ability to sell the \$SIGNAL Tokens and may negatively impact the value of the \$SIGNAL Tokens. Any such impact could be negative and material and could result in the \$SIGNAL Token having little or no value whatsoever.

5.4 Security Weaknesses: Hackers or other malicious individuals or groups or organizations may attempt to interfere with the Platform, the Arbitrum network or any other network, or the \$SIGNAL 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, because the Arbitrum platform or any other network may rest on open source software and \$SIGNAL Tokens are based on open source software, there is the risk that Arbitrum smart contracts, or

any other network's smart contracts, or any other part thereof, may contain intentional or unintentional bugs or weaknesses which may negatively affect the \$SIGNAL Tokens or result in the loss of Purchaser's \$SIGNAL Tokens, the loss of Purchaser's ability to access or control Purchaser's \$SIGNAL Tokens or the loss of USDC, ETH or any other token in Purchaser's account. In addition, advances in cryptography, or technical advances such as the development of quantum computers, could present risks to cryptographic tokens (including, without limitation, the \$SIGNAL Tokens) and the Platform, which could result in the theft or loss of \$SIGNAL Tokens. As with other cryptographic tokens and cryptocurrencies, the network that the Platform may be built on, has inherent risks and is susceptible to mining attacks, including, without limitation, double-spend attacks, majority mining power attacks, "selfish-mining" attacks, race condition attacks, and other attacks. Any successful attacks present a risk to the Platform, the \$SIGNAL Tokens, and expected proper execution and sequencing of contract computations, and the Company will have no ability to mitigate any such attacks happening on the network. Additionally, centralized access portals on internet servers are subject to similar attacks such as denial-of-service (DoS) and distributed DoS (DDoS) attacks, which can also present issues of security to the network. In the event of a software bug or weakness, there may be no remedy and holders of \$SIGNAL Tokens are not guaranteed any remedy, refund or compensation. These Security Weaknesses may also apply to networks other than Arbitrum, and in particular may apply to networks to which the Platform may migrate in the future.

- 5.5 Malfunction due to Problems with Underlying Network: the Platform is intended to be based on the Arbitrum blockchain and might migrate to another blockchain. As such, any malfunction, unintended function, unexpected functioning of or attack on Arbitrum or any other blockchain may cause the Platform to malfunction or function in an unexpected or unintended manner. The impact of any such malfunction or unexpected or unintended function could be negative and material and could result in the \$SIGNAL Token having little or no value whatsoever.
- 5.6 Platform Migration to Another Network: The Platform may, but not necessarily will, migrate to a network other than Arbitrum, and in such case in order to use the \$SIGNAL Tokens and the Platform you may be required to swap your \$SIGNAL Tokens which are compatible with Arbitrum to tokens which would be compatible with a network to which the Platform will be migrating. In order to execute such swap, you may be required to use a third-party cross-chain bridging services, over which the Company has no control and therefore makes no representation regarding their reliability or quality. The use of such third party cross-chain bridging services may be subject to the terms and conditions of the provider of such services. The use of such services may bear various risks, and the Company is not responsible for any damages that may be caused to you due to the use of such third party cross-chain bridging services.
- 5.7 Access to Private Keys: \$SIGNAL Tokens purchased by Purchaser may be held by Purchaser in Purchaser's digital wallet or vault, which requires a private key, or a combination of private keys, for access. Accordingly, loss of requisite private key(s) associated with Purchaser's digital wallet or vault storing \$SIGNAL Tokens

will result in loss of such \$SIGNAL Tokens, access to Purchaser's \$SIGNAL Token balance or any initial balances in blockchains created by third parties. Moreover, any third party that gains access to such private key(s), including by gaining access to login credentials of a hosted digital wallet or vault service Purchaser uses, may be able to misappropriate Purchaser's \$SIGNAL Tokens. In such case, the Company does not have the ability to restore \$SIGNAL Tokens that have been misappropriated. Company is not responsible for any such losses.

- 5.8 New Technology: The \$SIGNAL Token and all of the matters set forth in the are new and untested. The Platform might not be capable of completion, implementation or adoption. Even if the Platform is completed, implemented and adopted, it might not function as intended, and the \$SIGNAL Tokens may not have functionality that is desirable or valuable. Also, technology is changing rapidly, so the \$SIGNAL Tokens or their utility may become outdated.
- 5.9 Competitive Technologies: If a competitive technology is launched, users interested in a project like the Platform may use that technology in lieu of the Platform. In such case, the lack of use could limit the utility and value of the \$SIGNAL Tokens. Any such impact could be negative and material and could result in the \$SIGNAL Token having little or no value whatsoever.
- 5.10 Reliance on Third-Parties: Even if completed, the Platform will rely, in whole or partly, on third parties to adopt and implement it and to continue to develop, supply, and otherwise support it. There is no assurance or guarantee that those third parties will complete their work, carry out their obligations, or otherwise meet anyone's needs, all of which might have a material adverse effect on the \$SIGNAL Tokens.
- 5.11 Risk of Uninsured Loss: Unlike bank accounts or accounts at some other financial institutions, \$SIGNAL 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 Company, to offer recourse to the Purchaser.
- 5.12 Taxes: The tax characterization of \$SIGNAL Tokens is uncertain. Purchaser must seek his own tax advice in connection with purchasing \$SIGNAL Tokens, which may result in adverse tax consequences to the Purchaser, including withholding taxes, income taxes which are likely to be required to be paid in fiat currency and tax reporting requirements. Purchaser should consult with and must rely upon the advice of its own professional tax advisors with respect to the tax treatment of the Agreement and the \$SIGNAL Tokens.
- 5.13 Intellectual Property Claims: Third parties may assert intellectual property claims relating to the operation of the Platform or the holding or transfer of the \$SIGNAL Tokens. Regardless of the merit of any intellectual property or other legal action, any threatened action that reduces confidence in the Platform's long-term viability or the ability of end-users to hold and transfer \$SIGNAL Tokens may adversely affect the usefulness and value of the \$SIGNAL Tokens. Additionally, a meritorious intellectual property claim could prevent the Company from improving, or end users from accessing

the Platform or holding or transferring their \$SIGNAL Tokens which could adversely impact the utility of the Platform or the value of the \$SIGNAL Tokens, and such impact could be material and could result in the \$SIGNAL Tokens having little or no value whatsoever.

- 5.14 Exchange Risk: Company team intends to use the proceeds from selling \$SIGNAL Tokens to the Purchaser in order to fund the maintenance and development of the Platform, as the Platform is described further in the White Paper, as applicable. The proceeds of the \$SIGNAL Tokens sale may be received in different types of cryptocurrency. If these types of cryptocurrency fluctuate unfavorably during or after the sale period, Company may not be able to fund development in the manner that it intended.
- 5.15 Project Completion: The development of the Platform may be abandoned for a number of reasons, including, but not limited to, lack of interest from the public, lack of funding, lack of commercial success or prospects, or departure of key personnel.
- 5.16 Lack of Interest in the Platform or in the Underlying Technology: Even if the Platform is finished and the \$SIGNAL Token adopted, the ongoing success of the Platform relies on the interest and participation of third parties like developers. There can be no assurance or guarantee that there will be sufficient interest or participation in the Platform.

In addition, the Platform may not be used by a large number of businesses, individuals, and other organizations and there may be limited public interest in the creation and development of distributed applications. Such a lack of interest could negatively impact the utility of the \$SIGNAL Tokens. Any such impact could be negative and material and could result in the \$SIGNAL Tokens having little or no value whatsoever.

While the \$SIGNAL Tokens should not be viewed as an investment, they may have value over time. That value may be limited or zero if the Platform lacks use and adoption. In such event, there may be few or no markets following the launch of the application, potentially having an adverse impact on the value of the \$SIGNAL Tokens. Any such impact could be negative and material and could result in the \$SIGNAL Tokens having little or no value whatsoever.

- 5.17 Platform's Success and Operations Dependence on Company's Personnel: The loss of key personnel or any inability to attract and retain additional personnel could affect the Company's ability to successfully develop and operate the Platform. The Company's performance is substantially dependent on the continued services and on the performance of its senior management and other key personnel. The loss of the services, of any such person for any reason could harm the Company's development of the Platform. The Platform's future success also depends on Company's ability to identify, attract, hire, train, retain and motivate other highly-skilled technical, managerial, marketing and service personnel. Competition for such personnel is intense. The failure to retain and attract the necessary personnel could harm the Platform.
- 5.18 Uncertain Regulatory Framework: Blockchain technologies and their use

cases have been the subject of scrutiny by various regulatory bodies around the world, and the regulatory status of cryptographic tokens, virtual assets and blockchain technology is unclear or unsettled in many jurisdictions. It is difficult to predict how or whether Governmental Authorities will regulate such technologies. It is likewise difficult to predict how or whether any Governmental Authority may make changes to existing Laws that will affect cryptographic tokens, virtual assets, blockchain technology and its applications. Such changes could negatively impact \$SIGNAL Tokens in various ways, including, for example, through a determination that \$SIGNAL Tokens are regulated financial instruments that require certain registrations or controls. Company may cease the distribution of \$SIGNAL Tokens, the ongoing development of the Platform or cease operations in a jurisdiction in the event that governmental actions make it unlawful or commercially undesirable to continue to do so.

- 5.19 Risk of Government Action: As noted above, the industry in which Company operates is new, and may be subject to heightened oversight and scrutiny, including investigations or enforcement actions. There can be no assurance that Governmental Authorities will not examine the operations of Company or pursue enforcement actions against Company. Such governmental activities may or may not be the result of targeting Company in particular. All of this may subject Company to judgments, settlements, fines or penalties, or cause Company to restructure its operations and activities or to cease offering certain products or services, all of which could harm Company's reputation or lead to higher operational costs, which may in turn have a material adverse effect on the \$SIGNAL Tokens or the development of the Platform.
- 5.20 Stress on Network: As with any blockchain networks, a large transaction volume can put a strain on the network, slowing down the transaction time or increasing costs for the transactions. For example, in the case of Arbitrum blockchain, the Platform is not the only application that is or will be built on Arbitrum. Increasing saturation of applications on the Arbitrum or on other network and high volume of transactions on such network from other participants on the network can slow down the transactions happening through the Platform or increase costs associated with the transactions on the network which may negatively impact Platform's operations.
- 5.21 Unanticipated Risks: Cryptographic tokens such as the \$SIGNAL Tokens are a new and untested technology. In addition to the risks included in this Article 5, there are other risks associated with your purchase, holding and use of \$SIGNAL Tokens, including those that Company cannot anticipate. These unanticipated risks may have a material adverse impact on the utility of the \$SIGNAL Tokens and the ongoing viability of the Platform.

6. LIMITATION OF LIABILITY; INDEMNIFICATION

- 6.1 Limitation of Liability: UNDER NO CIRCUMSTANCES SHALL COMPANY BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, INDIRECT, ECONOMIC OR PUNITIVE DAMAGES, OR LOSS OF PROFIT RESULTING FROM THE PURCHASE OF \$SIGNAL TOKENS, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY

OTHER LEGAL THEORY, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. COMPANY'S LIABILITY ARISING OUT OF THESE TERMS TO YOU OR ANY THIRD PARTIES IN ANY CIRCUMSTANCES ARISING FROM THESE TERMS IS LIMITED TO TEN THOUSAND USD.

6.2 Force Majeure: Purchaser understands and agrees that Company shall not be liable and disclaims all liability to Purchaser in connection with any force majeure event, including acts of God, labour disputes or other industrial disturbances, electrical, telecommunications, hardware, software or other utility failures, software or smart contract bugs or weaknesses, earthquakes, storms, or other nature-related events, blockages, embargoes, riots, acts or orders of government, acts of terrorism or war, epidemic, pandemic, technological change, changes in interest rates or other monetary conditions, and, for the avoidance of doubt, changes to any blockchain related protocol.

6.3 Indemnification:

- a) To the fullest extent permitted by applicable Laws, Purchaser will indemnify, defend and hold harmless and reimburse Company from and against any and all actions, proceedings, claims, damages, demands and actions (including without limitation fees and expenses of counsel), incurred by Company arising from or relating to:
 - i. Purchaser's purchase of \$SIGNAL Tokens;
 - ii. Purchaser's breach of or violation of these Terms;
 - iii. any inaccuracy in any representation or warranty of Purchaser;
 - iv. Purchaser's violation of any rights of any other person or entity; or
 - v. Any act or omission of Purchaser that is negligent, unlawful or constitutes willful misconduct.
- b) Company reserves the right to exercise sole control over the defense, at Purchaser's expense, of any claim subject to indemnification under this Section 6.3.
- c) Purchaser understands, accepts and acknowledges the meaning and legal consequences of the representations and warranties contained in these Terms, and except as otherwise agreed to in writing with Company, hereby agrees to indemnify and hold harmless Company, its affiliates and its employees, officers, directors, equity holders, agents and other representatives (each, an "**Indemnified Party**") from and against any and all losses, claims, damages, liabilities or expenses whatsoever (including any legal costs, fees and disbursements) (collectively, "**Losses**") due to, arising out of or based upon (i) any inaccurate representation or warranty made by Purchaser, or breach or failure by Purchaser to comply with these Terms or in any other document furnished by Purchaser to any of the foregoing in connection with entering into these Terms or effecting the transactions contemplated herein; or (ii) any

action instituted by or on behalf of Purchaser against an Indemnified Party that is finally resolved against Purchaser or in favor of an Indemnified Party. Notwithstanding the foregoing, nothing contained in these Terms shall constitute a waiver by Purchaser of any of Purchaser's legal rights under any applicable Laws or any other Laws whose applicability is not permitted to be contractually waived.

7. DISPUTE RESOLUTION

- 7.1 Informal Dispute Resolution: Purchaser and Company shall cooperate in good faith to resolve any dispute, controversy or claim arising out of, relating to or in connection with these Terms, including with respect to the formation, applicability, breach, termination, validity or enforceability thereof (a "**Dispute**"). If the Parties are unable to resolve a Dispute within ninety (90) days of notice of such Dispute being received by all Parties, such Dispute shall be finally settled by Binding Arbitration as defined in Section 7.2 below.
- 7.2 Binding Arbitration: Any Dispute not resolved within ninety (90) days as set forth in Section 7.1 shall be referred to and finally resolved by arbitration in accordance with the British Virgin Island IAC Arbitration Rules in effect at the time of the arbitration, except as they may be modified herein or by mutual agreement of the parties. The number of arbitrators shall be one who shall be selected by Company. The seat, or legal place, of arbitration shall be the British Virgin Islands. The language to be used in the arbitral proceedings shall be English. The governing law of these Terms shall be as set forth in Section 8.1 herein. The arbitration award shall be final and binding on the Parties ("**Binding Arbitration**"). The parties undertake to carry out any award without delay and waive their right to any form of recourse insofar as such waiver can validly be made. Judgment upon the award may be entered by any court having jurisdiction thereof or having jurisdiction over the relevant party or its assets. Company and Purchaser will each pay their respective attorneys' fees and expenses, and the parties agree to share evenly in the direct costs of the Binding Arbitration.
- 7.3 No Class Arbitrations, Class Actions or Representative Actions: Any dispute arising out of or related to these Terms is personal to Purchaser and Company and will not be brought as a class arbitration, class action or any other type of representative proceeding. There will be no class arbitration or arbitration in which an individual attempts to resolve a dispute as a representative of another individual or group of individuals. Further, a dispute cannot be brought as a class or other type of representative action, whether within or outside of arbitration, or on behalf of any other individual or group of individuals.

8. MISCELLANEOUS

- 8.1 Governing Law and Venue: These Terms shall be governed in all respects, including as to validity, interpretation and effect, by the laws of the British Virgin Islands without giving effect to its principles or rules of conflict of laws, to the extent such principles or rules are not mandatorily applicable by statute and would permit or require the application of the laws of another jurisdiction.

- 8.2 Assignment: Purchaser may not assign its rights and obligations hereunder without the prior written consent of Company. Any assignment or transfer in violation of this Section 8.2 will be void. Company may assign the rights and obligations set out in these Terms to any third party. Subject to the foregoing, these Terms, and the rights and obligations of the parties hereunder, will be binding upon and inure to the benefit of their respective successors, assigns, heirs, executors, administrators and legal representatives.
- 8.3 Entire Terms. These Terms constitute the entire agreement between the parties in relation to its subject matter and supersedes all previous agreements, understandings and undertakings. No representation whether made orally or in writing or before or after the acceptance of these Terms shall form part of these Terms or be used in its interpretation.
- 8.4 Terms and Amendatory Procedure. These Terms shall become valid upon the Purchaser digital acceptance of them. The terms shall be valid for an indefinite time until its cancellation from either the Company or the Purchaser or both. The Company reserves to itself the right to amend the Terms in the following cases:
- a) Legislative or due to any other applicable authority issues decisions or binding Laws which are compulsory to follow for the Company. In any such case, the Company shall unilaterally amend the Terms and notify the Purchaser of such amendment either in writing or per electronic mail or through its webpage.
 - b) When the amendment of the Agreement is required by Company's interests then the Company shall notify the Purchaser of the relevant amendment through its webpage.
- 8.5 Severability: If any provision of these Terms is determined by a court of competent jurisdiction to be invalid, inoperative or unenforceable for any reason, the provision shall be modified to make it valid and, to the extent possible, effectuate the original intent of the Company as closely as possible in an acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the fullest extent possible.
- 8.6 Electronic Communications: Purchaser agrees and acknowledges that all agreements, notices, disclosures and other communications that Company provides Purchaser pursuant to these Terms or in connection with or related to Purchaser's purchase of \$SIGNAL Tokens, including these Terms, may be provided by Company, in its sole discretion, to Purchaser, in electronic form.
- 8.7 No Waivers: The failure by Company to exercise or enforce any right or provision of these Terms will not constitute a present or future waiver of such right or provision nor limit Company's right to enforce such right or provision at a later time. All waivers by Company must be unequivocal and in writing to be effective.
- 8.8 Interpretation. Wherever from the context it appears appropriate, each word or phrase stated in either the singular or the plural shall include the singular and the plural, and each pronoun stated in the masculine, feminine or neuter gender shall

include the masculine, feminine, and neuter.

These Terms are effective as of 28 APRIL 2023.