

TOKEN SALE AGREEMENT

TERMS AND CONDITIONS

Last Updated:

By purchasing RDM Tokens from RedMoon, ("RedMoon") Purchaser shall be bound by these Terms of token sale and all terms incorporated herein.

Note that Section 12 contains a binding arbitration clause and class action waiver, which affect the relevant party's legal rights.

If Purchaser do not agree to these terms of token sale, it is not advisable to make any contributions to RedMoon and not advisable to purchase RDM tokens.

The purchase of RDM Tokens during the private sale from RedMoon shall be subject to these terms of token sale (hereafter the "Terms and Conditions"). Each participant is a "Party" and, together, the "Parties" hereafter and hereto.

For any questions regarding the Terms and Conditions outlined herein, please contact us at team@redmoonrise.com

The following Token Purchase Agreement (hereafter the "Agreement") contains the Terms and Conditions that govern the purchaser's use of the purchased goods and services (the "RDM Tokens") and is an agreement between the party or the entity represented ("Purchaser" hereafter) and RedMoon. The Purchaser and RedMoon are herein referred to individually as a "Party" and collectively, as the "Parties".

IMPORTANT INFORMATION: PLEASE READ THE FOLLOWING AGREEMENT CAREFULLY IN ITS ENTIRETY.

RedMoon is issuing and selling up to 21,000,000 ("RDM Tokens") during the Private Sale event, commencing on December 07, 2021. The tokens are tokens of utility, which can be used to participate in RedMoon decentralized platform.

After the Private Sale Event, RedMoon shall issue 121,788,000 digital tokens, which are BEP20 compliant liquidity tokens, called "RDM Tokens", which shall be issued in several Token Sale rounds that shall hold value and utility in RedMoon decentralized platform.

For the purposes of mutual representations, warranties and agreements prescribed in the given Agreement, the receipt and sufficiency of which are acknowledged and agreed, RedMoon and Purchaser hereby agree as follows:

1. Private-Sale of RDM Tokens.

(a) Issuance and Sale Cap. RedMoon shall issue up to 21,000,000 RDM Tokens in the Private Sale stage (the "Private Sale Cap").

(b) Private Sale Allocation. Should (i) RedMoon reach the Private Sale Cap (ii), the Parties agree that RedMoon shall allocate RDM tokens amongst Private Sale Purchasers.

2. Issuance and Sale of RDM Tokens during the Private Sale Event.

(a) Issuance and Sale Cap. RedMoon shall issue up to 21,000,000 RDM tokens during the Private Sale. All tokens not sold at the Private Sale event shall be offered at a later period. The total amount of RDM tokens offered at the Private Sale shall not exceed 21,000,000.

(b) Price. The price of RDM Tokens during the Pre-Sale Event shall be 1 RDM = 0,016 BUSD

A detailed description of the token distribution mechanism shall be published at <https://redmoonrdm.medium.com>

(c) Payments

RedMoon shall accept payment in BUSD or BNB.

3. Issuance and Sale of RDM Tokens.

(a) Issuance and Sale Cap. After the end of the Private Sale, RedMoon shall issue and sell more than 121,788,000 RDM Tokens, which shall be issued at the Main Sale Event after the end of the Private Sale, which will have utility in RedMoon decentralized platform.

4. Delivery of RDM Tokens.

(a) The Purchaser is obliged to provide all personal information requested by RedMoon. If the Purchaser fails to provide the requested information, RedMoon reserves the right to refuse delivery of the RDM Tokens and shall not be liable for any refunds of the Purchaser's contribution.

(b) If the Purchaser has provided a token delivery wallet address and personal information, RedMoon shall deliver the quantity of RDM Tokens acquired by the Purchaser within 7 days of the end of the Pre-Sale Event (the "Token Delivery Deadline").

5. Eligibility

(a) In order to be eligible to participate in token sale, the Purchaser must have an BSC wallet in order to receive any Tokens purchased from RedMoon (the "Token Receipt Address"). RedMoon reserves the right to amend any requirements regarding wallet requirements.

(b) In order to be eligible for participation in RedMoon token sale, Purchasers must be eighteen (18) years of age.

(c) In order to be eligible for participation in RedMoon token sale, Purchasers must submit all required personal information.

(d) The Purchaser is not eligible to purchase any RDM Tokens if the Purchaser is a citizen or resident (tax or otherwise) of Singapore, or other Singapore Person. "Singapore Person" is generally defined as a natural person, residing in Singapore, or any entity organized or incorporated under the laws of Singapore.

(e) The Purchaser is not eligible to purchase any RDM Tokens if the Purchaser is a citizen or resident (tax or otherwise) of the People's Republic of China ("PRC"), or other PRC Person. "PRC Person" is generally defined as a natural person, residing in the People's Republic of China, or any entity organized or incorporated under the laws of the People's Republic of China.

(f) The Purchaser is not eligible to purchase any RDM Tokens if the Purchaser is a citizen or resident (tax or otherwise) of South Korea.

6. Cancellation; Refusal of Purchase

All purchases use a soft cap, If the soft cap is not met the token will be returned. RedMoon reserves the right to refuse or cancel Token purchase requests at any time at its sole discretion.

7. Token Allocation.

Important information about RedMoon and intended use of the Tokens is provided in whitepaper at <https://redmoonrise.com/whitepaper.pdf>. By purchasing Tokens, the Purchaser acknowledges that the Purchaser has read and understands the whitepaper.

8. Acknowledgment and Assumption of Risks.

The Purchaser acknowledges and agrees that there are risks associated with purchasing Tokens, owning Tokens, and using Tokens for the provision or receipt of services. By purchasing Tokens, the Purchaser expressly acknowledges and assumes all risks associated herein and hereafter.

9. Security.

The Purchaser is responsible for implementing reasonable measures for securing the Wallet or other storage mechanism the Purchaser uses to receive and hold Tokens purchased from RedMoon. If the Purchaser's private key(s) or other access credentials are lost, the Purchaser may lose access to the Purchaser's Tokens. RedMoon does not bear responsibility for any losses, costs or expenses related to lost access credentials.

10. Personal Information.

RedMoon reserves the right to determine, at its sole discretion, that it is necessary to obtain certain information about the Purchaser in order to comply with applicable laws or regulations in relation to the sale of Tokens to the Purchaser. The Purchaser agrees to provide RedMoon with such information promptly upon request. The Purchaser acknowledges that RedMoon reserves the right to refuse selling Tokens to the Purchaser, until the Purchaser provides all requested information and determines that it is permissible to sell Tokens to the Purchaser under applicable laws or regulations.

11. Taxes.

Any amounts that the Purchaser pays for Tokens are exclusive of all applicable taxes. The Purchaser is responsible for determining if any taxes apply to the Purchaser's acquisition of Tokens, including sales, use, value added, or any other taxes. It is also the Purchaser's responsibility to withhold, collect, report and remit the correct taxes to the appropriate tax authorities.

RedMoon is not responsible for withholding, collecting, reporting, or remitting any sales, use, value added, or similar tax arising from the Purchaser's acquisition of Tokens.

12. Dispute Resolution; Arbitration

(a) Binding Arbitration.

Except for any disputes, claims, lawsuits, actions, causes of action, demands or proceedings (collectively, "Disputes") in which either Party seeks to invoke action in claims courts or seeks injunctive or other equitable relief for alleged unlawful use of intellectual property, including, without limitation of copyrights, trademarks, trade names, logos, trade secrets or patents relevant hereto, the Purchaser and RedMoon:

(i) Waive the Purchaser and RedMoon respective rights to have all Disputes arising from or related to the Terms outlined herein resolved in a court, and;

(ii) Waive the Purchaser and RedMoon respective rights to a jury trial. Instead, the Purchaser and RedMoon shall arbitrate Disputes through binding arbitration (which is the referral of a Dispute to one or more entities 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) No Class Arbitrations, Class Actions or Representative Actions.

Any Dispute arising out of or related to the Terms outlined herein is personal to the Purchaser and RedMoon and shall be resolved solely through individual arbitration, and shall not be brought as a class arbitration, class action or any other type of Representative proceeding. There shall 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.

A Dispute cannot be presented as a class or other type of representative action within or outside of arbitration, or on behalf of any other entity, individual or group of individuals.

(c) Notice; Informal Dispute Resolution.

Each Party shall notify the other Party in writing of any arbitration or small claims Dispute within thirty (30) days of the date it arises, so the Parties can attempt to resolve the Dispute informally in good faith and amicably. Notice to RedMoon shall be sent via email to RedMoon at team@redmoonrise.com. Notice to the Purchaser shall be sent via email to the email address the Purchaser provides. The Purchaser's notice must include the following;

(i) The Purchaser's name, postal address, email address and telephone number,

(ii) A description in reasonable detail of the nature or basis of the Dispute, and;

(iii) The specific relief that the Purchaser seeks. If the Purchaser and RedMoon cannot agree on Dispute resolution grounds within thirty (30) days after the date the notice is received by the applicable Party, either the Purchaser or RedMoon are allowed to commence, in accordance with this Section 12, an arbitration proceeding or file a claim in court as provided for in clause 12(a).

(d) Process.

Any Dispute arising out of or in connection with the Terms and Conditions outlined herein, including any questions regarding their existence or validity, in which the Parties fail to resolve informally in accordance with clause 12(c), shall be referred to and finally resolved in accordance with the arbitration rules by reference in this clause. The tribunal shall consist of one arbitrator.

(e) Authority of Arbitrator.

As limited by the Terms and Conditions outlined herein, and the SIAC Rules, the arbitrator shall have;

(i) The exclusive authority and jurisdiction to make all procedural and substantive decisions regarding a Dispute, including the determination of whether a Dispute is eligible for arbitration, and;

(ii) The authority to grant any remedy that would otherwise be available in court; provided, however, that the arbitrator does not have the authority to conduct a class arbitration or a representative action, which is prohibited by the Terms and Conditions outlined herein. The arbitrator reserves the authority only to conduct an individual arbitration and does not reserve the right to 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 or entity.