

## **TOKEN PURCHASE AGREEMENT**

This Token Purchase Agreement (this “Agreement”) contains the terms and conditions that govern your use of the distribution smart contract (the “Distribution Contract”) and purchase of the ERC-20 compatible tokens distributed on the Ethereum blockchain (the “Tokens”) and is an agreement between you or the entity that you represent (“Buyer” or “you”) and DisLedger Ltd. (together with its affiliates, “Company”). Buyer and Company 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 agree as follows:

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

Buyer acknowledges, understands and agrees:

- **BINDING AGREEMENT:** Buyer understands and agrees that Buyer is subject to and bound by this Agreement by virtue of Buyer’s purchase of Tokens.
- **TOKENS HAVE NO RIGHTS, USES OR ATTRIBUTES** outside of use with DisLedger’s distributed ledger transaction processing technology (the “Project”).
- **PURCHASES OF TOKENS ARE NON-REFUNDABLE AND CANNOT BE CANCELLED. BUYER MAY LOSE ALL AMOUNTS PAID.**
- **TOKENS MAY HAVE NO VALUE** outside of the license to use the Project set forth in the license agreement incorporated by reference into each Token and attached hereto as Exhibit A (the “License Agreement”).
- **COMPANY RESERVES THE RIGHT TO REFUSE OR CANCEL TOKEN PURCHASE REQUESTS AT ANY TIME IN ITS SOLE DISCRETION.**
- **PEOPLE WHO PURCHASE EARLIER THAN YOU MAY RECEIVE MORE TOKENS FOR THE SAME AMOUNT PAID.**
- **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.**

## **ARTICLE ONE: ACCEPTANCE OF AGREEMENT AND PURCHASE OF TOKENS**

Section 1.1 This Agreement shall be effective and binding on the Parties when Buyer: (a) clicks the “Start” button on the official <http://www.disledger.com/> website (the “Website”) to indicate that Buyer has read, understands and agrees to the terms of this Agreement and/or (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.

Section 1.2 Website Terms of Use. Company has established Terms of Use, as may be amended from time to time, for the [Website](#), which are hereby incorporated by reference. Buyer has read, understands and agrees to those terms.

Section 1.3 White Paper. Company has prepared a white paper and other materials concerning the sale of Tokens and the Project, which are available at the [Website](#) (the “White Paper”). The White Paper, as it may be amended from time to time in the Company’s sole discretion, is hereby incorporated by reference. Buyer has read and understands the White Paper and its contents.

### Section 1.4 Tokens.

(a) Purpose. The Tokens do not have any rights, uses, purpose, attributes, functionalities or features, express or implied, outside the Project and the license granted therein. Although 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 Tokens will be utilized by Company in its sole discretion, as described in the White Paper or elsewhere.

## **ARTICLE TWO: TOKEN DISTRIBUTION**

Section 2.1 Allocation and Distribution of Tokens. Company intends to allocate and distribute Tokens (the “Token Distribution”) in accordance with the White Paper, including without limitation, that the distribution will take place over several days with earlier buyers receiving more Tokens for the same amount paid. Company will provide specific procedures on how Buyer may seek to purchase Tokens through the [Website](#). By purchasing Tokens, Buyer acknowledges and understands and has no objection to such procedures and specifications. Failure to use the Website and follow such procedures may result in Buyer not receiving any Tokens. Any buyer of Tokens may lose some or all of the amounts paid for Tokens. The access or use of the Distribution Contract and/or the receipt or purchase of Tokens through any other means are not sanctioned or agreed

to in any way by Company. Buyer should take great care that the website used to purchase Tokens has the following universal resource locator (URL): <http://www.disledger.com/>.

Section 2.2 Allocation and Sale of Tokens to Company Parties. Buyer understands and consents to the participation of Company's past, present and future employees, officers, directors, contractors, consultants, equity holders, suppliers, vendors and service providers in the purchase of Tokens, including people who may work on the development and implementation of the Project or who may work for businesses that Company may establish with a portion of the proceeds from the Token Distribution.

Section 2.3 No Representations and Warranties. The Tokens will be distributed to buyers thereof pursuant to the Distribution Contract. Company makes no 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 Distribution Contract or the Tokens or their utility, or the ability of anyone to purchase or use the Tokens. Without limiting the foregoing, Company does not represent or warrant that the process of purchasing and/or receiving the Tokens will be uninterrupted or error-free or that the Tokens are reliable and error-free. As a result, Buyer acknowledges and understands that Buyer may never receive 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 Tokens distributed to Buyer pursuant to the Distribution Contract.

Section 2.4 Not an Offering of Securities, Commodities, or Swaps. The sale of Tokens and the Tokens themselves are not securities, commodities, swaps on either securities or commodities, or a financial instrument of any kind. Purchases and sales of 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.

Section 2.5 Not an Investment. Buyer should not participate in the Token Distribution or purchase Tokens for investment purposes. Tokens are not designed for investment purposes and should not be considered as a type of investment. Buyer acknowledges, understands and agrees that the Tokens are a license to use the Project and Company does not make any guarantee, representation or warranty that: (a) the Project will remain in the same or similar form as described in the White Paper; and (b) the Tokens will have the same or similar use and function for purposes of the Project as described in the White Paper. The license is governed by the terms of the License Agreement.

Section 2.6 Not for Speculation. Buyer acknowledges and agrees that Buyer is not purchasing Tokens for purposes of investment, speculation, as some type of arbitrage strategy, for immediate resale or other financial purposes, but rather as a license for the use of the Project.

### **ARTICLE THREE: NO OTHER RIGHTS CREATED**

Section 3.1 No Claim, Loan or Ownership Interest. The purchase of 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.

Section 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, except as otherwise provided under the License Agreement.

### **ARTICLE FOUR: SECURITY AND DATA; TAXES**

#### Section 4.1 Security and Data Privacy.

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

(b) 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. 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 Tokens to Buyer until such requested information is provided.

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

## **ARTICLE FIVE: REPRESENTATIONS AND WARRANTIES OF BUYER**

By buying Tokens, Buyer represents and warrants to Company that:

Section 5.1 Authority. Buyer has all requisite power and authority to execute and deliver this Agreement, to use the Distribution Contract and purchase 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 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.

Section 5.2 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.

Section 5.3 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.

Section 5.4 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 there is no proceeding or investigation pending or, to the knowledge of Buyer, threatened by any governmental authority, that would reasonably be expected to become the basis for a Buyer Event. If Buyer is a legal entity, Buyer makes the same representations with respect to its directors (or equivalent) and senior executive officers, and its affiliates and their respective directors (or equivalent) and senior executive officers.

Section 5.5 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 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 Tokens, and liability to Company 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 Tokens.

Section 5.6 Funds; Payments.

(a) Funds. The funds, including any fiat, virtual currency or cryptocurrency, Buyer uses to purchase 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 Tokens to finance, engage in, or otherwise support any unlawful activities.

(b) 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 thereunder by the Financial Crimes Enforcement Network, as such regulations may be amended from time to time.

Section 5.7 Miscellaneous Regulatory Compliance.

(a) Anti-Money Laundering; Counter-Terrorism Financing. To the extent required by applicable law, Buyer complies with all anti-money laundering and counter-terrorism financing requirements.

(b) Sanctions Compliance. Neither Buyer, nor any person having a direct or indirect beneficial interest in Buyer or Tokens being acquired by Buyer, or any person for whom Buyer is acting as agent or nominee in connection with 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.

## **ARTICLE SIX: DISCLAIMERS**

Section 6.1 Buyer expressly acknowledges, understands and agrees that Buyer is using the Distribution Contract and purchasing Tokens at the Buyer's sole risk and that

the Distribution Contract and 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.

Section 6.2 No Representation or Warranty. EXCEPT AS OTHERWISE PROVIDED IN THE LICENSE AGREEMENT, (A) COMPANY DOES NOT MAKE AND EXPRESSLY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS, IMPLIED OR STATUTORY; AND (B) WITH RESPECT TO THE DISTRIBUTION CONTRACT AND THE TOKENS, COMPANY SPECIFICALLY DOES NOT REPRESENT OR WARRANT AND EXPRESSLY DISCLAIMS ANY REPRESENTATION OR WARRANTY, EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION, ANY REPRESENTATIONS OR WARRANTIES OF TITLE, NON-INFRINGEMENT, 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.

## **ARTICLE SEVEN: RISKS**

TOKENS MAY HAVE NO VALUE, EXCEPT AS OTHERWISE PROVIDED IN THE LICENSE AGREEMENT. BUYER MAY LOSE ALL AMOUNTS PAID. Buyer has carefully reviewed, acknowledges, understands and assumes the following risks, as well as all other risks associated with the Tokens (including those not discussed herein), all of which could render the Tokens worthless or of little value:

Section 7.1 No Rights, Functionality or Features. Tokens have no rights, uses, purpose, attributes, functionalities or features, express or implied, outside the Project or as otherwise provided pursuant to the License Agreement.

Section 7.2 Platform. Buyer understands and agrees that Tokens are designed only to be utilized with the Project and pursuant to the License Agreement.

Section 7.3 Purchase Price Risk. The distribution of Tokens will occur at the end of the Token Distribution. There are no guarantees as to the price of Tokens purchased by Buyer. Company reserves the right to change the duration of the Token Distribution for any reason, including, without limitation, bugs in the Distribution Contract or the unavailability of the [Website](#) or other unforeseen procedural or security issues.

Section 7.4 Blockchain Delay Risk. On the Ethereum blockchain, timing of block production is determined by proof of work so block production can occur at random times. For example, ETH contributed to the Distribution Contract in the final seconds of a distribution period may not get included for that period. Buyer acknowledges and understands that the Ethereum blockchain may not include the Buyer’s

transaction at the time Buyer expects and Buyer may not receive Tokens the same day Buyer sends ETH.

Section 7.5 Ethereum Blockchain. The Ethereum blockchain is prone to periodic congestion during which transactions can be delayed or lost. Individuals may also intentionally spam the Ethereum network in an attempt to gain an advantage in purchasing cryptographic tokens. Buyer acknowledges and understands that Ethereum block producers may not include Buyer's transaction when Buyer wants or Buyer's transaction may not be included at all.

Section 7.6 Ability to Transact or Resell. Buyer may be unable to sell or otherwise transact in Tokens at any time, except for use with the Project pursuant to the terms of the License Agreement. By using the Distribution Contract or by purchasing Tokens, Buyer acknowledges, understands and agrees that: (a) Tokens have no value away from the Project; (b) there is no guarantee or representation of liquidity for the Tokens; and (c) Company is not and shall not be responsible for or liable for the market value of Tokens, the transferability and/or liquidity of Tokens and/or the availability of any market for Tokens through third parties or otherwise.

Section 7.7 Token Security. Tokens may be subject to expropriation and/or theft. Hackers or other malicious groups or organizations may attempt to interfere with the Distribution Contract or the 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 Ethereum platform rests on open source software and Tokens are based on open source software, there is the risk that Ethereum smart contracts may contain intentional or unintentional bugs or weaknesses that may negatively affect the Tokens or result in the loss of Buyer's Tokens, the loss of Buyer's ability to access or control Buyer's Tokens or the loss of ETH in Buyer's account. In the event of such a software bug or weakness, there may be no remedy and holders of Tokens are not guaranteed any remedy, refund or compensation.

Section 7.8 Access to Private Keys. Tokens purchased by Buyer may be held by Buyer in Buyer'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 Buyer's digital wallet or vault storing Tokens will result in loss of such Tokens, access to Buyer's Token balance and/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 wallet or vault service Buyer uses, may be able to misappropriate Buyer's Tokens. Company is not responsible for any such losses.

Section 7.9 New Technology. The Project and its usage are subject to the terms of the License Agreement and might not be capable of implementation or adoption. Technology is changing rapidly, so the Tokens and the Project may become outdated.



Section 7.10 Reliance on Third-Parties. The Project 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, properly carry out their obligations, or otherwise meet anyone's needs, all of which might have a material adverse effect on the Project.

Section 7.11 Failure to Map a Public Key to Buyer's Account. Failure of Buyer to map a public key to Buyer's account may result in third parties being unable to recognize Buyer's Token balance on the Ethereum blockchain.

Section 7.12 Exchange & Counterparty Risks. If Buyer sends ETH to the Distribution Contract from an exchange or an account that Buyer does not control, pursuant to the Distribution Contract, Tokens will be allocated to the account that has sent ETH; therefore, Buyer may never receive or be able to recover Buyer's Tokens. Furthermore, if Buyer chooses to maintain or hold Tokens through a cryptocurrency exchange or other third party, Buyer's Tokens may be stolen or lost. By using the Distribution Contract and/or by purchasing Tokens, Buyer acknowledges and agrees that Buyer sends ETH to the Distribution Contract through an exchange account and/or holds Tokens on a cryptocurrency exchange or with another third party at Buyer's own and sole risk.

Section 7.13 Changes to the Project. The Project may undergo significant changes over time. Although Company intends for the Project to have the features and specifications set forth in the White Paper, Company may make changes to such features and specifications for any number of reasons, any of which may mean that the Project does not meet Buyer's expectations.

Section 7.14 Lack of Interest. The ongoing success of the Project relies on the interest and participation of third parties. There can be no assurance or guarantee that there will be sufficient interest or use of the Project.

Section 7.15 Uncertain Regulatory Framework. The regulatory status of cryptographic tokens, digital 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, regulations and/or rules that will affect cryptographic tokens, digital assets, blockchain technology and its applications. Such changes could negatively impact Tokens in various ways, including, for example, through a determination that Tokens are regulated financial instruments that require registration. Company may cease the distribution of Tokens, the licensing of the Project or cease operations in a jurisdiction in the event that governmental actions make it unlawful or commercially undesirable to continue to do so.

Section 7.16 Risk of Government Action. 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 and/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 Tokens and/or the licensing of the Project.

## **ARTICLE EIGHT: LIMITATION OF LIABILITY; INDEMNIFICATION**

Section 8.1 Limitation of Liability. To the fullest extent permitted by applicable law, Buyer disclaims any right or cause of action against Company of any kind in any jurisdiction that would give rise to any Damages whatsoever, on the part of Company. Company shall not be liable to Buyer for any type of damages, whether direct, indirect, incidental, special, punitive, consequential or exemplary (including damages for lost profits, goodwill, use or data), even if and notwithstanding the extent to which Company has been advised of the possibility of such damages. Buyer agrees not to seek any refund, compensation or reimbursement from Company, regardless of the reason, and regardless of whether the reason is identified in this Agreement.

Section 8.2 Damages. In no circumstances will the aggregate joint liability of Company, whether in contract, warrant, tort or other theory, for damages of any kind under this Agreement exceed the amount received by Company from Buyer.

Section 8.3 Force Majeure. Buyer understands and agrees that Company shall not be liable and disclaims all liability to Buyer in connection with any force majeure event, including acts of God, labor 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, technological change, changes in interest rates or other monetary conditions, and, for the avoidance of doubt, changes to any blockchain-related protocol.

Section 8.4 Release. To the fullest extent permitted by applicable law, Buyer releases Company from responsibility, liability, claims, demands, and/or damages of every kind and nature, known and unknown (including, but not limited to, claims of negligence), arising out of or related to disputes between Buyer and the acts or omissions of third parties.

Section 8.5 Indemnification.

(a) To the fullest extent permitted by applicable law, and except as otherwise provided in the License Agreement, Buyer 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) Buyer's purchase or use of Tokens; (ii) Buyer's responsibilities or obligations under this Agreement; (iii) Buyer's breach of or violation of this Agreement; (iv) any inaccuracy in any representation or warranty of Buyer; (v) Buyer's violation of any rights of any other person or entity; and/or (vi) any act or omission of Buyer that is negligent, unlawful or constitutes willful misconduct.

(b) Company reserves the right to exercise sole control over the defense, at Buyer's expense, of any claim subject to indemnification under this Section. This indemnity is in addition to, and not in lieu of, any other indemnities set forth in a written agreement between Buyer and Company, including those provided under the License Agreement.

## **ARTICLE NINE: DISPUTE RESOLUTION**

Section 9.1 Informal Dispute Resolution. Except as otherwise provided under the License Agreement, Buyer and Company shall cooperate in good faith to resolve any dispute, controversy or claim arising out of, relating to or in connection with this Agreement, 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 9.2 below.

Section 9.2 Binding Arbitration. Any Dispute not resolved within 90 days as set forth in Section 9.1 shall be referred to and finally resolved by arbitration under the rules of the American Arbitration Association 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 the Agreement shall be as set forth in Section 10.1 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 Buyer will each pay their respective attorneys' fees and expenses.

Section 9.3 No Class Arbitrations, Class Actions or Representative Actions. Any dispute arising out of or related to this Agreement is personal to Buyer 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.

## **ARTICLE TEN: MISCELLANEOUS**

Section 10.1 Governing Law and Venue. This Agreement 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.

Section 10.2 Assignment. Buyer shall not assign this Agreement without the prior written consent of Company. Any assignment or transfer in violation of this Section will be void. Company may assign this Agreement to an affiliate. Subject to the foregoing, this Agreement, 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.

Section 10.3 Entire Agreement. This Agreement, including the exhibits attached hereto and the materials incorporated herein by reference, constitutes the entire agreement between the Parties and supersedes all prior or contemporaneous agreements and understandings, both written and oral, between the Parties with respect to the subject matter hereof, including, without limitation, any public or other statements or presentations made by Company about the Tokens or the Project.

Section 10.4 Severability. If any provision of this Agreement 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 Parties 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.

Section 10.5 Modification of Agreement. Company may modify this Agreement at any time by posting a revised version on the Website, available at <http://www.disledger.com/>. The modified terms will become effective upon posting. It is Buyer's responsibility to check the Website regularly for modifications to this Agreement. This Agreement was last modified on the date listed at the beginning of this Agreement.

Section 10.6 Termination of Agreement; Survival.

(a) In the event that Buyer has made payment in full and Company determines, in its sole discretion, that this Agreement constitutes a security or other form of financial instrument subject to regulation by any Governmental Authority, Company may immediately terminate this Agreement. Upon such termination, (a) Buyer will not receive any Tokens, and (b) Company shall reimburse Buyer an amount equal to 95% of the Purchase Price.

(b) Company reserves the right to terminate this Agreement, in its sole discretion, in the event that Buyer breaches this Agreement. Upon any such termination, Buyer shall not be entitled to receive any Tokens and Company shall refund to Buyer 75% of the Purchase Price, provided that the funds are not subject to Sanctions. Buyer shall not be entitled to any other recourse.

(c) This Agreement shall otherwise terminate upon the completion of all sales in the Token Distribution; however the License Agreement shall continue to apply to any use of the Tokens with the Project.

(d) Upon termination of this Agreement: (a) all of Buyer's rights under this Agreement immediately terminate; (b) Buyer is not entitled to a refund of any amount paid; and (c) Articles 3, 4, 6, 7, 8, 9, and 10 will continue to apply in accordance with their terms.

Section 10.7 No Waivers. The failure by Company to exercise or enforce any right or provision of this Agreement 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.

Section 10.8 No Partnership; No Agency; No Third Party Beneficiaries. Nothing in this Agreement and no action taken by the Parties shall constitute, or be deemed to constitute, a partnership, association, joint venture or other co-operative entity between the Parties. Nothing in this Agreement and no action taken by the Parties pursuant to this Agreement shall constitute, or be deemed to constitute, either Party the agent of the other Party for any purpose. No Party has, pursuant to this Agreement, any authority or power to bind or to contract in the name of the other Party. This Agreement does not create any third party beneficiary rights in any person.

Section 10.9 Electronic Communications. Buyer agrees and acknowledges that all agreements, notices, disclosures and other communications that Company provides Buyer pursuant to this Agreement or in connection with or related to Buyer's purchase of Tokens, including this Agreement, may be provided by Company, in its sole discretion, to Buyer, in electronic form.

\* \* \*

Schedule 1

Digital Wallet Address: 0x0cFf2ed2f99cd3c889ED19d3BC9c5d8a934A9a17

Exhibit A: DisLedger License Agreement

## License Agreement

This Software License Agreement (the "Agreement") is a legal document that binds users ("User" or "Users") to certain obligations contained herein. You should read this Agreement carefully before accepting its terms. You understand and agree that the technology described below is provided to Users exclusive under this Agreement by DisLedger Ltd. (referred to hereunder as "DisLedger", "we," or "us") with principal office at Craigmuir Chambers, Road Town, Tortola VG 1110, British Virgin Islands. By purchasing this license, you are acknowledging and agreeing that you are of legally sufficient age, that you have read and understand this Agreement, that you agree to be bound by the terms of this Agreement currently in effect and as updated by DisLedger from time to time.

DisLedger provides the DisLedger Distributed Concurrence Ledger architecture for non-blockchain, distributed ledger applications. User desires to license such technology from DisLedger, and DisLedger desires to grant a license to conduct an individual transaction on a DisLedger system pursuant to the terms and conditions hereof. In consideration of the agreements contained below, the Parties hereby agree as follows:

### 1. DEFINITIONS

For purposes of this Agreement, the following terms will have the meanings ascribed to them below.

1.1 "Confidential Information" means any information disclosed by one Party to the other, which, (i) if in written, graphic, machine readable or other tangible form is marked "Confidential" or "Proprietary" or which, if disclosed orally or by demonstration, is identified at the time of disclosure as confidential and reduced to a writing marked "Confidential" and delivered to the receiving party within thirty (30) days of such disclosure; or (ii) by the nature of the circumstances surrounding the disclosure, ought in good faith to be treated as confidential. Notwithstanding any failure to so identify them, all technology or proprietary information underlying the Software and DisLedger shall be deemed Confidential Information of DisLedger, and the User Data shall be deemed Confidential Information of User.

1.2 "Documentation" means any documentation provided by DisLedger for use with the Intellectual Property under this Agreement.

1.3 "Intellectual Property Rights" means all rights in, to, or arising out of: (i) any U.S., international or foreign patent or patent application, or any Software therefore and any

and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof; (ii) inventions (whether patentable or not in any country), invention disclosures, improvements, trade secrets, proprietary information, know-how, technology and technical data; (iii) copyrights, copyright registrations, mask works, mask works registrations, software, moral rights, trademarks, and rights of personality, privacy and likeness, whether arising by operation of law, contract, license or otherwise; and (iv) any other similar or equivalent proprietary rights anywhere in the world.

1.4 "Licensed Materials" means the Intellectual Property and the Documentation.

1.5 "User's Data" means the User data within the DisLedger distributed ledger architecture, expressly excluding DisLedger Intellectual Property including but not limited to Software, and Documentation.

1.6 "DisLedger Distributed Concurrence Ledger" means the technology, Intellectual Property, software and hardware comprising DisLedger's distributed ledger architecture.

1.7 "DisLedger System" means a User implemented, operated, accessed, or maintained system that implements DisLedger's Intellectual Property in whole or in part.

1.8 "Transaction" means the processing or attempted processing of an individual entry within a single Counterparty Ledger in a DisLedger architecture.

1.9 "User Employees" means an employee of User authorized to use the DisLedger system.

## **2. RESPONSIBILITIES OF DISLEDGER LTD.**

2.1 DisLedger will authorize User to process or attempt to process a single transaction on a single Counterparty Ledger within a DisLedger system.

## **3 RESPONSIBILITIES OF USER**

3.1 The User will cooperate in setting up the User's system within the architecture established by DisLedger's Intellectual Property and Documentation.

3.2 The User will be responsible for obtaining and maintaining at the User's expense all the necessary computer hardware, software, modems, connections to the Internet and other items required to utilize the DisLedger system.

## **4. RIGHT TO MONITOR**



4.1 DisLedger will have the right to review and monitor all use of DisLedger systems to ensure compliance with the terms of this Agreement.

## **5. LICENSE GRANT**

5.1 Grant. Subject to the terms and conditions of this Agreement, DisLedger grants to Users a limited, per-transaction, non-exclusive, transferable license, without the right to sublicense, to permit User Employees to use the DisLedger Intellectual Property and Documentation.

5.2 License Restrictions. User shall not, and shall not permit any third party to: (i) use the Licensed Materials except to the extent permitted in Section 5.1; (ii) modify or create any derivative work of any part of the Licensed Materials; (iii) permit any third parties to use the Licensed Materials; or (iv) market, sublicense, publish, distribute, reproduce, assign, transfer, rent, lease or loan the Licensed Materials.

5.3 Copies of Documentation. User may make a reasonable number of copies of the Documentation solely to support User's use of the DisLedger architecture as authorized under this Agreement, provided that such copies shall include DisLedger's copyright and any other proprietary notices that appear on the original copies of the Licensed Materials. Any copies of the Documentation made by User are the exclusive property of DisLedger.

5.4 Reservation of Rights. DisLedger reserves all rights to DisLedger Intellectual Property and Documentation not otherwise expressly granted in this Section 5.

## **6. PAYMENT; TAXES**

6.1 License Fees. User agrees to deliver to DisLedger a DisLedger generated per-transaction IP license token ("token") which contains this Agreement or includes this Agreement by reference for each individual transaction the User processes within a DisLedger architecture. User will submit the token within a reasonable amount of time after the transaction and in no case more than 45 calendar days after the transaction date.

6.2 For each calendar month User shall provide DisLedger with a written statement in a form acceptable to DisLedger. Such statement shall be certified as accurate by a duly authorized officer of User reciting the actual number of transactions during the previous calendar month. Such statements shall be furnished to DisLedger regardless of whether any transaction occurred during the applicable Period.

6.3 User's obligations for the submission of the token shall survive expiration or termination of this Agreement and will continue for as long as User continues to use the DisLedger architecture.

6.4 Taxes. User shall, in addition to the other amounts payable under this Agreement, pay all applicable customs, duties, sales, use, value added or other taxes, federal, state or otherwise, however designated, which are levied or imposed by reason of the transactions contemplated by this Agreement, excluding only taxes based on DisLedger's net income. User agrees to indemnify, defend, and hold DisLedger, its officers, directors, consultants, employees, successors and assigns harmless from all claims and liability arising from User's failure to report or pay any such taxes, duties or assessments.

## **7. RECORD INSPECTION AND AUDIT**

7.1 DisLedger shall have the right, upon reasonable notice, to inspect User's books and records and all other documents and material in User's possession or control with respect to the subject matter of this Agreement. DisLedger shall have free and full access thereto for such purposes and may make copies thereof.

7.2 In the event that such inspection reveals an underpayment by User of the actual tokens owed DisLedger, User shall pay the difference, plus interest calculated at the rate of one Percent (1.0%) per month. If such underpayment be in excess of ten Percent (10.0%) for any calendar month, User shall also reimburse DisLedger for the cost of such inspection.

7.3 All books and records relative to User's obligations hereunder shall be maintained and made accessible to DisLedger for inspection for at least five years after User's final use of the DisLedger architecture.

## **8. OWNERSHIP**

8.1 Users. As between User and DisLedger, the User shall retain all right, title and interest in and to the User Data and all Intellectual Property Rights therein. Nothing in this Agreement will confer on DisLedger any right of ownership or interest in the User Data or the Intellectual Property rights therein.

8.2 DisLedger. As between User and DisLedger, DisLedger shall retain all right, title and interest in and to the Licensed Materials, the DisLedger architecture, any changes, corrections, bug fixes, enhancements, updates and other modifications thereto, and all Intellectual Property Rights therein, and as between the parties all such rights shall vest in and be assigned to DisLedger. Nothing in this Agreement will confer on User any right of ownership or interest in the Licensed Materials, DisLedger, or the Intellectual Property rights therein.

## **9. IMPROVEMENTS**

9.1 Each party shall advise the other party of any technical improvements and inventions relating to the Technology and its use. All such improvements and inventions shall become the property of DisLedger, and User agrees to execute any and all documents requested by DisLedger in order to perfect DisLedger's right in same. If such improvement and invention is later incorporated in an improved or modified product by DisLedger, such improved product shall be subject to the submission of a token.

## **10. TECHNICAL INFORMATION**

10.1 DisLedger represents that the technical information and assistance relating to the Technology conveyed under this Agreement shall be provided with reasonable care and will, where applicable, be of the same types as currently offered by DisLedger to other Users.

## **11. USER'S OBLIGATIONS**

11.1 User represents that it has the financial resources and business operations that will enable it to use the Technology covered by this Agreement, and that it shall use its best efforts to incorporate such Technology in its DisLedger system.

11.2 User shall fully comply with the marking provisions of the Intellectual Property laws of the applicable countries.

## **12. LIMITED WARRANTY**

12.1 Scope of Limited Warranty. DisLedger warrants to User that the Documentation will provide adequate information for a person of significant technical proficiency to create, modify or operate a DisLedger system. The foregoing warranty shall not apply to performance issues of DisLedger (i) caused by factors outside of DisLedger's reasonable control; (ii) that result from any actions or inactions of User or any third parties; or (iii) that result from User's data structure, operating environment or equipment.

12.2 Sole Remedy. Should the DisLedger architecture not perform or function as expressly warranted herein, DisLedger shall use its commercially reasonable efforts to correct the nonconformities giving rise to such breach. The foregoing remedy is available only if User notifies DisLedger in writing of such non-conformity within fifteen (15) days of its discovery by User, and DisLedger's examination of the architecture discloses that such non-conformity exists. The foregoing remedies shall be User's sole and exclusive remedies and DisLedger's entire liability for any breach of the warranty set forth in Section 12.1.

12.3 Disclaimer of Any Other Warranties. EXCEPT FOR THE EXPRESS, LIMITED WARRANTY PROVIDED IN THIS SECTION 12, DISLEDGER LTD. MAKES NO

WARRANTIES, EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, WITH RESPECT TO THE LICENSED MATERIALS, DISLEDGER, OR ANY OTHER ACCOMPANYING MATERIAL PROVIDED HEREUNDER. DISLEDGER LTD. SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS AND IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT, THOSE ARISING FROM A COURSE OF DEALING OR USAGE OR TRADE, AND OF UNINTERRUPTED OR ERROR-FREE SERVICE, AND ALL SUCH WARRANTIES ARE HEREBY EXCLUDED TO THE FULLEST EXTENT PERMITTED BY LAW. EXCEPT AS EXPRESSLY PROVIDED HEREIN, THE ARCHITECTURE IS PROVIDED ON AN AS IS, AS AVAILABLE BASIS.

### **13 TERM; TERMINATION**

The following termination rights are in addition to the termination rights which may be provided elsewhere in the Agreement:

13.1. Immediate Right of Termination. DisLedger shall have the right to immediately terminate this Agreement in the event that User does any of the following:

A. Files a petition in bankruptcy or is adjudicated a bankrupt or insolvent, or makes an assignment for the benefit of creditors or an arrangement pursuant to any bankruptcy law, or if User discontinues or dissolves its business or if a receiver is appointed for User or for User's business and such receiver is not discharged within 120 days; or

B. Fails to commence use of the Technology within twelve months from the purchase date of this Agreement; or

C. Upon the commencement of use of the Technology, discontinues use for a period of at least twelve consecutive calendar months; or

D. Utilizes any intellectual property license provided by this agreement that would be in violation of any E.U., U.K., or U.S. economic or trade sanctions, such license shall be null and void.

13.2 Right to Terminate Upon Notice. Either party may terminate this Agreement on [number] days' written notice to the other party in the event of a breach of any provision of this Agreement by the other party, provided that, during the [number]-day period, the breaching party fails to cure such breach.

13.3 User Right to Terminate. User shall have the right to terminate this Agreement at any time upon three months' written notice to DisLedger for any reason.

## **14. POST-TERMINATION RIGHTS**

14.1 Upon the expiration or termination of this Agreement, all rights granted to User under this Agreement shall forthwith terminate and immediately revert to DisLedger and User shall discontinue all use of the Technology.

14.2 Upon the expiration or termination of this Agreement, DisLedger may require that User transmit to DisLedger, at no cost, all material relating to the Technology, provided, however, that User shall be permitted to retain a full copy of all material subject to the confidentiality provisions of this agreement.

14.3 All other rights and obligations of the Parties under this Agreement shall expire upon termination of this Agreement, except that all token delivery obligations accrued hereunder prior to termination or expiration shall survive such termination.

## **15. CONFIDENTIALITY**

15.1 Nondisclosure. Each Party (each a "Receiving Party") agrees that it shall use and reproduce the Confidential Information of the other Party (the "Disclosing Party") only for purposes of exercising its rights and performing its obligations under this Agreement and only to the extent necessary for such purposes; shall restrict disclosure of such Confidential Information to the Receiving Party's employees, consultants, or advisors who have a need to know; and shall not disclose such Confidential Information to any third party without the prior written approval of the Disclosing Party. The foregoing obligations shall be satisfied by the Receiving Party through the exercise of at least the same degree of care used to restrict disclosure and use of its own information of like importance, but not less than reasonable care. All third parties to whom the Receiving Party discloses Confidential Information must be bound in writing by obligations of confidentiality and non-use at least as protective of such information as this Agreement. Notwithstanding the foregoing, it shall not be a breach of this Agreement for the Receiving Party to disclose Confidential Information if compelled to do so under law, in a judicial or other governmental investigation or proceeding, provided that, to the extent permitted by law, the Receiving Party has given the Disclosing Party prior notice and reasonable assistance to permit the Disclosing Party a reasonable opportunity to object to and/or limit the judicial or governmental requirement to disclosure.

15.2 Exceptions. Notwithstanding anything to the contrary herein, neither Party shall be liable for using or disclosing information that such Party can prove: (i) was in the public domain at the time it was disclosed or has entered the public domain through no fault of the Receiving Party; (ii) was known to the Receiving Party, without restriction, at the time of disclosure, as demonstrated by files in existence at the time of disclosure; (iii) is disclosed with the prior written approval of the Disclosing Party; (iv) was independently developed by the Receiving Party without any use of the Confidential Information, as

demonstrated by files created at the time of such independent development; (v) becomes known to the Receiving Party, without restriction, from a source other than the Disclosing Party without breach of this Agreement by the Receiving Party and otherwise not in violation of the Disclosing Party's rights; or (vi) is disclosed generally to third parties by the Disclosing Party without restrictions similar to those contained in this Agreement.

15.3 Remedies. The Receiving Party agrees that a breach of this Section 15 may result in immediate and irreparable harm to the Disclosing Party that money damages alone may be inadequate to compensate. Therefore, in the event of such a breach, the Disclosing Party will be entitled to seek equitable relief, including but not limited to a temporary restraining order, temporary injunction or permanent injunction without the posting of a bond or other security.

## **16. LIMITATION ON DAMAGES**

16.1 EXCLUSION OF INCIDENTAL AND CONSEQUENTIAL DAMAGES. EXCEPT FOR BREACH OF SECTION 5 OR SECTION 15 AND INDEMNIFICATION FOR THIRD-PARTY DAMAGES ARISING UNDER SECTION 17 OF THIS AGREEMENT, NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHETHER SUCH LIABILITY SOUNDS IN CONTRACT, NEGLIGENCE, TORT, STRICT LIABILITY, WARRANTY, OR OTHERWISE.

16.2 MAXIMUM AGGREGATE LIABILITY. EXCEPT FOR BREACH OF SECTION 5 OR SECTION 15 AND INDEMNIFICATION LIABILITY ARISING UNDER SECTION 17 OF THIS AGREEMENT, THE MAXIMUM LIABILITY OF EITHER PARTY FOR ANY CLAIMS ARISING IN CONNECTION WITH THIS AGREEMENT WILL NOT EXCEED THE AGGREGATE AMOUNT OF PAYMENTS MADE UNDER THIS AGREEMENT IN THE ONE-MONTH PERIOD PRIOR TO THE EVENT GIVING RISE TO LIABILITY. USER ACKNOWLEDGES THAT THE AMOUNTS PAYABLE HEREUNDER ARE BASED IN PART ON THESE LIMITATIONS. THE PARTIES AGREE THAT THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

## **17. INDEMNIFICATION**

17.1 User agrees to defend, indemnify, and hold DisLedger, and its officers, directors, agents, and employees, harmless against all costs, expenses, and losses (including

reasonable attorney fees and costs) incurred through claims of third Parties against DisLedger based on its use of the Technology including, but not limited to, actions founded on product liability.

17.2 DisLedger agrees to defend, indemnify, and hold User, and its officers, directors, agents, and employees, harmless against all costs, expenses and losses (including reasonable attorney fees and costs) incurred through claims of third Parties against User based on a breach by DisLedger of any representation or warranty made in this Agreement. This indemnity does not apply to, and DisLedger will have no obligation to the User for, any infringement or misappropriation claim that arises from (i) modifications to the DisLedger architecture by anyone other than DisLedger, (ii) modifications to the DisLedger architecture based upon specifications furnished by the User, (iii) User's use of the DisLedger architecture other than as specified in this Agreement or in the applicable documentation, (iv) use of the DisLedger architecture in conjunction with third-party software, hardware or data other than that approved by DisLedger, or (v) any combination of the foregoing. User shall indemnify, defend and hold DisLedger and its officers, directors, employees, agents, successors and assigns harmless from and against all third-party claims, suits, actions, damages, settlements, losses, liabilities, costs (including without limitation reasonable attorney's fees) and expenses to the extent they arise from any Claim based on any of the factors in the foregoing sentence, and shall give DisLedger all reasonable information and assistance regarding such claim.

**17.3 THIS SECTION 17 SETS FORTH EACH PARTY'S ENTIRE LIABILITY AND OBLIGATION, AND EACH PARTY'S SOLE REMEDY FOR ANY CLAIM OF INFRINGEMENT OR MISAPPROPRIATION OF ANY INTELLECTUAL PROPERTY RIGHTS.**

## **18. MISCELLANEOUS**

18.1 User represents and warrants that the individual agreeing to the terms of this Agreement by purchasing a token is empowered to agree to this Agreement on behalf of User.

18.2 Assignment. Neither Party may assign, sublicense, delegate or otherwise transfer any of its rights or obligations under this Agreement without the prior written consent of the other Party. Notwithstanding the foregoing, DisLedger may, without the consent of Users, assign this Agreement to an entity merging with, consolidating with, or purchasing substantially all its assets or stock, provided that the assignee shall assume all rights and obligations under this Agreement. Any permitted assignment of this Agreement shall be binding upon and enforceable by and against the Parties' successors and assigns, provided that any unauthorized assignment shall be null and void and constitute a breach of this Agreement.

18.3 Entire Agreement. This Agreement, and any exhibits and amendments thereto, constitute the entire agreement between the Parties and supersede all previous agreements, oral or written, with respect to the subject matter of this Agreement. This Agreement may be amended by DisLedger with notification of a new version published on DisLedger's website.

18.4 Restricted Rights. If Users is an agency, department or entity of the United States Government ("Government"), Users agrees, that (i) use, reproduction, release, modification or disclosure of the DisLedger architecture, or any part thereof, including technical data, is restricted in accordance with Federal Acquisition Regulation ("FAR") 12.212 for civilian agencies and Defense Federal Acquisition Regulation Supplement ("DFARS") 227.7202 for military agencies, (ii) the DisLedger architecture is a commercial product, which was developed at private expense, and (iii) use of the architecture by any Government agency, department or other agency of the Government is further restricted as set forth in this Agreement.

18.5 Import and Export Requirements. Users acknowledges and agrees that the Licensed Materials are subject to export control laws and regulations. Users may not download or otherwise export or re-export the Licensed Materials or any underlying information or technology except in full compliance with all applicable laws and regulations, in particular, but without limitation, United States export control laws. None of the Licensed Materials or any underlying information or technology may be downloaded or otherwise exported or re-exported: (a) into, or to a national or resident of, any country to which the United States has embargoed goods; or (b) to anyone on the U.S. Treasury Department's list of specially designated nationals or the U.S. Commerce Department's list of prohibited countries or debarred or denied persons or entities. Users hereby agrees to the foregoing and warrants that Users is not located in, or under the control of, or a national or resident of any such country or on any such list.

18.6 Force Majeure. Except for payment obligations, if either Party is prevented from performing or is unable to perform any of its obligations under this Agreement due to causes beyond the reasonable control of the Party invoking this provision, including but not limited to acts of God, acts of civil or military authorities, riots or civil disobedience, wars, strikes or labor disputes (each, a "Force Majeure Event"), such Party's performance shall be excused and the time for performance shall be extended accordingly provided that the Party immediately takes all reasonably necessary steps to resume full performance.

18.7 Governing Law; Arbitration.

**PLEASE READ THE FOLLOWING PARAGRAPH CAREFULLY BECAUSE IT REQUIRES USER TO ARBITRATE DISPUTES WITH DISLEDGER AND IT LIMITS THE MANNER IN WHICH USER CAN SEEK RELIEF.**



User and DisLedger agree to arbitrate any dispute arising from this Agreement, except for disputes in which either party seeks equitable and other relief for the alleged unlawful use of copyrights, trademarks, trade names, logos, trade secrets or patents. **ARBITRATION PREVENTS YOU FROM SUING IN COURT OR FROM HAVING A JURY TRIAL.** User and DisLedger agree to notify each other in writing of any dispute within thirty (30) days of when it arises. Notice to DisLedger shall be sent to info@DisLedger.com. User and DisLedger further agree: (a) to attempt informal resolution prior to any demand for arbitration; (b) that any arbitration will occur in the British Virgin Islands; (c) that arbitration will be conducted confidentially by a single arbitrator in accordance with the rules of arbitration in the British Virgin Islands set out in the British Virgin Islands Arbitration Act, 2013; and (d) that the court in British Virgin Islands have exclusive jurisdiction over any appeals of an arbitration award and over any suit between the parties not subject to arbitration. Other than class procedures and remedies discussed below, the arbitrator has the authority to grant any remedy that would otherwise be available in court. Any dispute between the parties will be governed by this Agreement and the laws of the British Virgin Islands, without giving effect to any conflict of laws principles that may provide for the application of the law of another jurisdiction. Whether the dispute is heard in arbitration or in court, User and DisLedger will not commence against the other a class action, class arbitration or representative action or proceeding.

18.8 Notices. All notices and other communications hereunder shall be in writing and shall be deemed to have been duly given when delivered in person (including by overnight courier) or three days after being mailed by registered or certified mail (postage prepaid, return receipt requested), and on the date the notice is sent when sent by verified facsimile, in each case to the respective Parties. In the case of DisLedger at the address first set forth hereto. In the case of User at the address provided during license registration. Either Party may change its contact information by providing the other Party with notice of the change in accordance with this section.

18.9 Relationship of Parties. The Parties are independent contractors and will have no right to assume or create any obligation or responsibility on behalf of the other Party. Neither Party shall hold itself out as an agent of the other Party. This Agreement will not be construed to create or imply any partnership, agency, joint venture or formal business entity of any kind.

18.10 Severability. If any provision of this Agreement is held invalid or unenforceable, it shall be replaced with the valid provision that most closely reflects the intent of the Parties and the remaining provisions of the Agreement will remain in full force and effect.

18.11 Waiver. No delay or failure by either Party to exercise any right or remedy under this Agreement will constitute a waiver of such right or remedy. All waivers must be in writing and signed by an authorized representative of the Party waiving its rights. A

waiver by any Party of any breach or covenant shall not be construed as a waiver of any succeeding breach of any other covenant.

18.12 Headings. The headings of the articles and paragraphs contained in this Agreement are inserted for convenience and are not intended to be part of or to affect the interpretation of this Agreement.

## Exhibit B

### Events listed in Rule 506(d)(1) of Regulation D under the Securities Act of 1933

Do any of the following apply to Buyer? If yes, you may not purchase tokens under this Agreement.

**(i)** Has been convicted, within ten years before such sale (or five years, in the case of issuers, their predecessors and affiliated issuers), of any felony or misdemeanor:

**(A)** In connection with the purchase or sale of any security;

**(B)** Involving the making of any false filing with the Commission; or

**(C)** Arising out of the conduct of the business of an underwriter, broker, dealer, municipal securities dealer, investment adviser or paid solicitor of purchasers of securities;

**(ii)** Is subject to any order, judgment or decree of any court of competent jurisdiction, entered within five years before such sale, that, at the time of such sale, restrains or enjoins such person from engaging or continuing to engage in any conduct or practice:

**(A)** In connection with the purchase or sale of any security;

**(B)** Involving the making of any false filing with the Commission; or

**(C)** Arising out of the conduct of the business of an underwriter, broker, dealer, municipal securities dealer, investment adviser or paid solicitor of purchasers of securities;

**(iii)** Is subject to a final order of a state securities commission (or an agency or officer of a state performing like functions); a state authority that supervises or examines banks, savings associations, or credit unions; a state insurance commission (or an agency or officer of a state performing like functions); an appropriate federal banking agency; the U.S. Commodity Futures Trading Commission; or the National Credit Union Administration that:

**(A)** At the time of such sale, bars the person from:

**(1)** Association with an entity regulated by such commission, authority, agency, or officer;

**(2)** Engaging in the business of securities, insurance or banking; or

**(3)** Engaging in savings association or credit union activities; or

- (B)** Constitutes a final order based on a violation of any law or regulation that prohibits fraudulent, manipulative, or deceptive conduct entered within ten years before such sale;
- (iv)** Is subject to an order of the Commission entered pursuant to section 15(b) or 15B(c) of the Securities Exchange Act of 1934 ( 15 U.S.C. §§ 78o(b) or 78o-4(c)) or section 203(e) or (f) of the Investment Advisers Act of 1940 ( 15 U.S.C. § 80b-3(e) or (f)) that, at the time of such sale:
- (A)** Suspends or revokes such person's registration as a broker, dealer, municipal securities dealer or investment adviser;
  - (B)** Places limitations on the activities, functions or operations of such person; or
  - (C)** Bars such person from being associated with any entity or from participating in the offering of any penny stock;
- (v)** Is subject to any order of the Commission entered within five years before such sale that, at the time of such sale, orders the person to cease and desist from committing or causing a violation or future violation of:
- (A)** Any scienter-based anti-fraud provision of the federal securities laws, including without limitation section 17(a)(1) of the Securities Act of 1933 ( 15 U.S.C. § 77q(a)(1)), section 10(b) of the Securities Exchange Act of 1934 ( 15 U.S.C. § 78j(b)) and 17 CFR 240.10b-5, section 15(c)(1) of the Securities Exchange Act of 1934 ( 15 U.S.C. § 78o(c)(1)) and section 206(1) of the Investment Advisers Act of 1940 ( 15 U.S.C. § 80b-6(1)), or any other rule or regulation thereunder; or
  - (B)** Section 5 of the Securities Act of 1933 (15 U.S.C. § 77e).
- (vi)** Is suspended or expelled from membership in, or suspended or barred from association with a member of, a registered national securities exchange or a registered national or affiliated securities association for any act or omission to act constituting conduct inconsistent with just and equitable principles of trade;
- (vii)** Has filed (as a registrant or issuer), or was or was named as an underwriter in, any registration statement or Regulation A offering statement filed with the Commission that, within five years before such sale, was the subject of a refusal order, stop order, or order suspending the Regulation A exemption, or is, at the time of such sale, the subject of an investigation or proceeding to determine whether a stop order or suspension order should be issued; or
- (viii)** Is subject to a United States Postal Service false representation order entered within five years before such sale, or is, at the time of such sale, subject to a temporary restraining order or preliminary injunction with respect to conduct alleged by the United States Postal Service to constitute a scheme or device for obtaining money or property through the mail by means of false representations.

