

NEITHER THIS AGREEMENT NOR ANY SECURITIES FOR WHICH THIS AGREEMENT MAY BE ISSUED HAVE BEEN REGISTERED WITH THE SECURITIES AND EXCHANGE COMMISSION OR THE SECURITIES COMMISSION OF ANY STATE IN RELIANCE UPON AN EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT OF 1933, AS AMENDED (“**SECURITIES ACT**”), AND STATE SECURITIES LAWS AND, ACCORDINGLY, MAY NOT BE OFFERED OR SOLD WITHIN THE UNITED STATES EXCEPT PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT OR PURSUANT TO A QUALIFIED OFFERING STATEMENT PURSUANT TO REGULATION A OF THE SECURITIES ACT UNDER THE SECURITIES ACT OR PURSUANT TO AN AVAILABLE EXEMPTION FROM, OR IN A TRANSACTION NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND IN ACCORDANCE WITH APPLICABLE STATE SECURITIES LAWS.

SIMPLE AGREEMENT FOR FUTURE TOKENS

The parties whose details are provided on the signature page below (“**Company**” and “**Purchaser,**” respectively) have entered into this Simple Agreement For Future Tokens (“**Agreement**”) on the date of the later signature (“**Effective Date**”).

KEY TERMS

| | |
|---------------------------------|--|
| Purchase Amount | \$- |
| Purchaser’s Tokens | - \$XYRO Tokens |
| Token Price | \$0.015 |
| Total Token Supply | 1,000,000,000 |
| Fully Diluted Valuation: | US\$15,000,000 |
| Lock-up | Immediately after Initial Token Launch Purchaser will receive 7% of the Tokens, followed by 2-month cliff, and a 12-month linear vesting as defined in Section 5 |
| Governing Law | State of New York as defined in Section 14.5 |

Other capitalized terms appearing in this Agreement are defined below.

[Signature Page Follows]

SIGNATURES OF THE PARTIES

COMPANY

Name of Company:

Xyro Global Inc.

Date:

Name:

Vladislav Sadkov

Title:

CEO

Email:

ceo@xyro.io

Address:

Quijano Chambers, P.O. Box 3159, Road
Town, Virgin Islands (British)

PURCHASER

Name of Company:

Date:

Name:

Email:

Address:

* * *

1. DEFINITIONS

“**Affiliate**” means, with respect to any specified Person, any other Person who, directly or indirectly controls, is controlled by, or is under common control with such Person.

“**Claim**” means private or governmental action, suit, proceeding, claim, arbitration, or investigation before any foreign or domestic agency, court, or tribunal.

“**Company Representative**” means Company, any of its Affiliates, or any individuals authorized to act on their behalf.

“**Confidential Information**” means:

- all information designated by either party as confidential or which is otherwise manifestly confidential and disclosed by one party to the other party;
- the terms of this Agreement and information exchanged by the parties in the course of performing under this; and
- all information relating to trade secrets, markets, marketing plans, business opportunities, research, assets, liabilities, prices, costs, revenues, profits, finances, investors, products, product plans, development efforts, know-how, patents, inventions, algorithms, formulae, programs, user interfaces, designs, schematics, procedures, processes, techniques, methods, strategies, organization, employees, agents, resellers, contracts, customer data, and customer information,

but excluding information that is generally available to the public; either party has received from a third party without any obligation of confidentiality; was in the possession of either party prior to receipt without any related obligation of confidentiality; or either party has independently developed without using material or information received from the other party.

“**Initial Token Launch**” means the date when the Tokens are minted, generated, or created, if ever, and available for issuance. Tokens are deemed available for issuance when the Platform’s development is finished, as Company determines in its sole discretion and announces on the Website.

“**Locked Tokens**” has the meaning attached to it in Section 5.1.

“**Payment Date**” means the date on or about the Effective Date on which Purchaser transfers the Purchase Amount to Company.

“**Person**” means an individual, legal entity, or governmental authority.

“**Platform**” means Xyro platform developed by Company or its Affiliates and available on the Website.

“**Securities Act**” means the U.S. Securities Act of 1933, as amended.

“**Token**” means XYRO token, a unit of value on the Ethereum blockchain issued by Company or its Affiliate.

“**Token Documentation**” means the information and materials on the functionality of the Platform and Token available on the Website.

“**USD**” means the U.S. dollar, the lawful currency of the United States of America.

“**Website**” means the website available at <https://xyro.io/>.

“**Wallet Address**” means the blockchain address of a digital wallet belonging to Purchaser or Company described in Annex 1 respectively.

2. PURCHASE AND SALE OF TOKENS

- 2.1. On or before the Payment Date, Purchaser will transfer the Purchase Amount by (a) wire transfer of funds to Company’s bank account, (b) transfer to Company’s Wallet Address, or (c) any other way agreed upon by the parties in writing.
- 2.2. On or before the Initial Token Launch and subject to the receipt by Company of the Purchase Amount, Company will transfer Purchaser’s Tokens to Purchaser’s Wallet Address.
- 2.3. If the Initial Token Launch has not occurred within 12 months from the Effective Date (the “**Long Stop Date**”), Purchaser shall have the option to terminate this Agreement and receive the Purchase Amount within 30 days after the Long Stop Date.

3. COMPANY’S RIGHTS AND OBLIGATIONS

- 3.1. Company may exchange, fork, hard-spoon, or otherwise migrate all the Tokens generated in connection with the token distribution to another smart contract, whether on the same or a different blockchain network protocol. Company may also replace the Tokens with another digital token if Company determines, in its sole discretion, that doing so is necessary or useful for the operation of the Platform, legal compliance reasons, or to achieve technical and operational efficiencies. If Company decides to exchange or migrate the Tokens or the existing chain state, Company may no longer provide support for the Tokens relating to the Platform, its services, or any other operational matters, except with respect to the exchange, migration, or replacement process.
- 3.2. Company will use reasonable efforts to complete the development of the Platform as described in the Token Documentation and to ensure that the Platform remains operational. However, if there are newly identified legal risks that restrict or prohibit

the development of the Platform or the operations of Company or its Affiliates, Company may suspend or terminate the development of the Platform.

- 3.3. Company may update the Token Documentation from time to time if business circumstances make such updates advisable. Once the updated Token Documentation is published on the Website and Company has notified Purchaser by email of such updates, Purchaser will be deemed to have read and accepted it.
- 3.4. Company may use, collect, or disclose Purchaser's personal information that is necessary to verify Purchaser's identity, deliver products and services to Purchaser, analyze Purchaser's preferences, inform Purchaser of upcoming promotions or events organized by Company, and any other purposes as set out in Company's privacy policy on its Website.

4. CANCELLATION; REFUSAL OF PURCHASE REQUESTS; REFUNDS

- 4.1. Purchaser's purchase of Tokens (whether through an intermediary or otherwise) from Company is final, and there are no refunds or cancellations except as may be required by applicable laws or regulations or as provided in this Agreement. Purchaser waives any rights to a refund of any amounts it has paid to Company for Purchaser's Tokens or to cancel any purchase except as provided in this Agreement.
- 4.2. Company may refuse or cancel any purchases of or requests to purchase the Tokens at any time in Company's sole discretion, including because of:
 - (a) Purchaser's failure to complete any know-your-customer, anti-money laundering, and counter-terrorist financing checks that Company requires;
 - (b) a change in Company's business or development plan; or
 - (c) an adverse change in the regulatory environment.
- 4.3. If Company refuses or cancels any purchases of or requests to purchase Purchaser's Tokens, Company will refund the Purchase Amount to Purchaser (if applicable laws permit such a refund), less network and processing fees and expenses incurred in connection with the marketing or development of the Tokens and the Platform, save and except that such fees and expenses shall not be deducted in events of gross negligence or wilful misconduct by Company. No interest will accrue on the value of any refund.
- 4.4. Company has no duty to notify Purchaser of the outcome of any of Company's customer identification procedures, due diligence, or anti-money-laundering checks or to provide reasons for the unsatisfactory results of these checks.
- 4.5. Company may require Purchaser to provide Purchaser's personal information, including full legal name, address, and Purchaser's Wallet Address details, and Purchaser warrants that any information Purchaser provides in response to such request will be true and correct. If Purchaser does not provide the requested information, Company will be unable to deliver Purchaser's Tokens to Purchaser's Wallet Address.

4.6. At any time during the sale of Tokens, Company may temporarily suspend the sale in its sole discretion. During any period of suspension, the Tokens will not be available for purchase.

5. COVENANTS

5.1. Purchaser hereby agrees that, without the prior written consent of Company, Purchaser will not (a) offer, pledge, sell, contract to sell, sell any option or contract to purchase, purchase any option or contract to sell, grant any option, right or warrant to purchase, lend, or otherwise transfer or dispose of, directly or indirectly, this Agreement or any Locked Tokens, as defined below; or (b) enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of this Agreement or any Locked Tokens; provided, however, that Purchaser may stake, vote or otherwise participate in the Platform with respect to all of its Locked Tokens. For purposes of this Agreement, “Locked Tokens” means:

- (a) prior to the Initial Token Launch, 100% of the Tokens;
- (b) immediately following the Initial Token Launch, 93% of the Tokens;
- (c) following the two-month anniversary of the Initial Token Launch, on each subsequent monthly anniversary, that percentage of the Tokens equal to the immediately preceding percentage of the Locked Tokens less 7.75% such that none of Purchaser’s Tokens shall be deemed Locked Tokens on the date that is 14 months after the date of the Initial Token Launch.

5.2. No Requirement. Nothing in this Agreement shall require Company or any person to mint, generate, or create Token or launch a Platform. Company does not make any promises as to the timing, value, or creation of any future Tokens or Platform.

6. TOKEN DOCUMENTATION

6.1. Purchaser agrees and acknowledges that the Token Documentation:

- (a) has been issued for informational purposes only and is merely intended to be an introduction to the concept of the Platform;
- (b) does not constitute a prospectus or offering document of any kind;
- (c) is not intended to be a solicitation for investment or an offering of securities in any jurisdiction;
- (d) has not been reviewed, examined, or approved by any regulatory authority;
- (e) is subject to amendment in accordance with changes in Company’s business plan or applicable law; and
- (f) may change materially prior to the Initial Token Launch or at any time thereafter.

7. MUTUAL REPRESENTATIONS

7.1. As of the Effective Date, each party represents to the other party that:

- (a) it has the power and authority to enter into and perform its obligations under this Agreement;
- (b) its execution, delivery, and performance of this Agreement will constitute its legal, valid, binding, and enforceable obligations; and
- (c) it is not insolvent and is able to pay its debts as and when they fall due.

8. PURCHASER'S REPRESENTATIONS AND WARRANTIES

- 8.1. **Organization.** Purchaser is (a) duly organized, formed, validly existing and in good standing under the laws of its jurisdiction of formation, or (b) an individual with full legal capacity and of suitable age to enter this Agreement under the laws of its place of residency.
- 8.2. **Authorization; Enforceability.** The execution, delivery and performance by Purchaser of this Agreement is within the power of Purchaser and has been duly authorized by all necessary actions on the part of Purchaser. Purchaser has full power and authority to enter into this Agreement. This Agreement constitutes a legal, valid, and binding obligation of Purchaser, enforceable against Purchaser in accordance with its terms, except as limited by bankruptcy, insolvency, or other laws of general application.
- 8.3. **Purchase Entirely for Own Account.** Purchaser is acquiring this Agreement for investment for Purchaser's own account, not as a nominee or agent, and not with a view to the resale or distribution of Purchaser's Portion or any part thereof, and Purchaser has no present intention of selling, granting any participation in, or otherwise distributing Purchaser's Portion or any part thereof, except for an ordinary market sale arising out of Purchaser's personal investment strategy. Purchaser further represents that Purchaser does not presently have any contract, undertaking, agreement, or arrangement with any Person to sell, transfer, distribute, or grant participations to such Person or to any third Person, with respect to this Agreement, Purchaser's Tokens, or any part hereof. Purchaser has not been formed for the specific purpose of acquiring this Agreement.
- 8.4. **Disclosure of Information.** Purchaser has had an opportunity to discuss Company's business, management, financial affairs and the terms and conditions of the offering of this Agreement with Company's management.
- 8.5. **Accredited Investor.** Purchaser is either an accredited investor as defined in Rule 501(a) of Regulation D promulgated under the Securities Act, or is not, nor is it acting on behalf of, a "United States person" (within the meaning of Regulation S of the Securities Act, as amended).
- 8.6. **Securities.** Purchaser has been advised that this Agreement and the underlying Tokens may be deemed securities and have not been registered under the Securities Act, or any state securities laws and, therefore, may not be able to be resold unless

they are registered pursuant to the Securities Act and applicable state securities laws or unless an exemption from such registration requirements is available.

- 8.7. **Taxes.** Purchaser is responsible for determining what, if any, taxes apply in connection with this Agreement and Purchaser's Tokens, including sales, use, and value-added taxes. It is also the responsibility of Purchaser to withhold, collect, report, and remit its own taxes to the appropriate tax authorities. Company is not responsible for withholding, collecting, reporting, or remitting any sales, use, value-added, or similar tax in connection with this Agreement or Purchaser's Tokens.
- 8.8. **Additional Rights.** Purchaser acknowledges that Purchaser's Tokens carry no rights, express or implied, other than the right to use Purchaser's Tokens for interaction with the Platform if it is successfully completed and deployed.
- 8.9. **Risks.** Purchaser is aware of the risks associated with its payment of the Purchase Amount and that it may lose some or all of that amount, and, by purchasing Purchaser's Tokens, Purchaser expressly acknowledges, accepts, and assumes these risks. Purchaser has such knowledge and experience in financial and business matters to be capable of evaluating the merits and risks of such investment, able to incur a complete loss of such investment without impairing Purchaser's financial condition and is able to bear the economic risk of such investment for an indefinite period of time. Purchaser understands and expressly accepts that the Tokens, if any, will involve risks, all of which Purchaser will fully and completely assume as a condition to receipt of this Agreement and any future Tokens, including, but not limited to, the risk that (a) the technology associated with any Platform will not function as intended; (b) the Platform may not be completed; (c) the Platform will fail to attract sufficient interest from key stakeholders, and (d) Company may be subject to investigation and punitive actions from governmental authorities.
- 8.10. **No Ownership.** Purchaser acknowledges that Purchaser's Tokens do not give Purchaser any ownership rights to Company, including any stake, share, security, or equivalent rights, any right to receive a share of future revenue, or any intellectual property rights.
- 8.11. **Independent Advice.** Purchaser has obtained or has had the opportunity to obtain its own independent advice on the risks and merits of entering into this Agreement.

9. ASSUMPTION OF RISKS

- 9.1. Purchaser agrees that, to the maximum extent permitted by applicable law, it will assume sole responsibility for all risks involved in its purchase of Purchaser's Tokens, including those set out in this Section 9. Purchaser further acknowledges that this Section 9 does not set out an exhaustive list of the risks involved and agrees that it is its sole responsibility to identify and understand any additional risks that may be relevant in its circumstances and seek appropriate legal, tax, and financial advice in connection with these risks.
- 9.2. **Value.** The Tokens may not have any value or may decrease in value over time or lose all of their value. Company provides no assurance or guarantee about the value of the Tokens in the future or whether any price determined on any secondary market that develops will be equal to or higher than the Token Price.

- 9.3. **Liquidity and Volatility.** An active or liquid market for the Tokens may never develop, and their price may be highly volatile. Company provides no assurance or guarantee that the Tokens will be easily transferable to third parties in the future.
- 9.4. **Platform Completion.** The Platform may never be completed, and the Tokens may never have any utility. This may arise due to a lack of funding, fluctuations in the value of funding received, the departure of key team members, inability to recruit additional personnel required, lack of public support, competition, or the failure of third-party service providers and partners to properly perform their obligations.
- 9.5. **Platform Development.** The Platform is currently under development. While Company intends to develop the Platform with features and concept described in the Token Documentation, the ultimate version of the Platform may be materially different from what is described in the Token Documentation for a variety of reasons. This may result in the Platform not meeting Purchaser's expectations or the Token not functioning as originally intended.
- 9.6. **Wallet Access.** Company will deliver Purchaser's Tokens to Purchaser's Wallet Address. If Purchaser loses access to Purchaser's Wallet Address, Purchaser may be unable to retrieve Purchaser's Tokens. If a third party gains access to Purchaser's Wallet Address, it may result in the theft of Purchaser's Tokens.
- 9.7. **Security Risks.** While Company will use reasonable efforts to provide a high level of security for its issuance of the Tokens and the future operation of the Platform, Company cannot guarantee that such security will be successful in preventing hackers or malicious groups from stealing or interfering with the use of Purchaser's Tokens.
- 9.8. **Technology Flaws.** The Tokens, the Platform, and all software underpinning them remains untested. Company provides no assurances or guarantees that the process for creating the Tokens will be uninterrupted or error-free, or that the software or related smart contracts will not contain bugs or vulnerabilities that may lead to total loss of Purchaser's Tokens.
- 9.9. **Commercial Success.** The utility and value of the Tokens will to a great extent depend on the commercial success of the Platform, which, in turn, will depend on a broad range of factors beyond Company's control. Company makes no assurances or guarantees about the future success of the Platform.
- 9.10. **Authorizations.** Company may require various authorizations in order to operate the Platform. Company makes no assurances or guarantees that it will be able to obtain all such authorizations required to provide the Platform either to users in Purchaser's jurisdiction or at all.
- 9.11. **Regulatory Uncertainty.** The regulatory landscape governing cryptocurrencies, virtual assets, digital tokens, blockchain technology, decentralized exchanges, and exchange aggregators is continuously evolving and remains unsettled in many jurisdictions. Changes in applicable law or in the manner in which it is interpreted may prevent Purchaser from acquiring or using Purchaser's Tokens or accessing the Platform, or Company from issuing the Tokens or operating the Platform.

9.12. **Tax.** The tax treatment of the acquisition of digital tokens such as the Token is uncertain in many jurisdictions, and Purchaser may face adverse tax consequences of entering into this Agreement. Purchaser should seek professional tax advice with respect to its acquisition of Purchaser's Tokens.

9.13. **Hedging Costs.** On receipt of any funds in stablecoins from Purchaser, Company may elect to convert such funds into BTC, ETH, or other cryptocurrency for the purpose of further fund usage in the cryptocurrency ecosystem, such as privacy liquidity incentives. In such circumstances, depending on market fluctuations, the amount of BTC, ETH, or other cryptocurrency made available for incentives may be significantly lower than the original value that Company received.

10. LIMITATION OF LIABILITY AND INDEMNIFICATION

10.1. If any Company Representatives are found liable to Purchaser for any Claim arising under this Agreement, the aggregate liability of the applicable Company Representatives to Purchaser will not exceed the Purchase Amount. Beyond this, to the maximum extent permitted by applicable law, Company Representatives will not be liable to Purchaser under or in connection with this Agreement, and Purchaser releases Company Representatives from all Claims for loss under or in connection with this Agreement.

10.2. Purchaser will be liable to a Company Representative for any judgments, fees, expenses, and other costs (including reasonable attorney's fees) arising from any Claim against that Company Representative under or in connection with this Agreement or the Tokens due to Purchaser's breach of this Agreement, even if Company Representative is not named as party defendant in that Claim.

10.3. Company may exercise sole control over the defense, at Purchaser's expense, of any Claim due to Purchaser's breach of this Agreement, subject to indemnification under the preceding section. This indemnity is in addition to, and not in lieu of, any other indemnities set forth in a written agreement between Purchaser and any Company Representative.

10.4. Any liability for actions of gross negligence, fraud or intentional, willful or reckless misconduct by either party shall not be limited by the foregoing provisions of this Section 10.

11. KNOW YOUR CUSTOMER AND ANTI-MONEY LAUNDERING

11.1. Company reserves the right to conduct "Know Your Customer" and "Anti-Money Laundering" checks on Purchaser if Company deems it necessary or such checks become required under applicable laws in any jurisdiction.

11.2. Upon Company's request, Purchaser will within reasonable time provide Company with information and documents that Company, in its sole discretion, deems necessary or appropriate to conduct "Know Your Customer" and "Anti-Money Laundering" checks. Such documents may include passports, driver's licenses, utility bills, photographs of associated individuals, government identification cards, or sworn statements before notaries or other equivalent professionals.

- 11.3. Company may refuse to distribute Purchaser's Tokens to Purchaser until Purchaser provides the requested information. Company may refuse or reject any offer to purchase Tokens from Purchaser if, based on information available to Company, Purchaser is suspected of receiving funds that Purchaser intends to use to purchase Tokens from money laundering, terrorism financing, or any other illegal activity. Company may take any measures to prevent money laundering, terrorism financing, or any other illegal activity, including blocking Purchaser's Wallet Address or providing information about Purchaser to any regulatory authority.
- 11.4. All payments by Purchaser under this Agreement 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 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 under it by the Financial Crimes Enforcement Network, as such regulations may be amended from time to time.

12. CONFIDENTIALITY

- 12.1. Each party agrees to take reasonable measures to prevent disclosure of any Confidential Information received from the other party. The parties are prohibited from using Confidential Information for any purposes other than those set forth in this Agreement.
- 12.2. The parties may provide access to Confidential Information if required to do so by law, rule, or regulation, provided that the receiving party gives as much notice as is reasonably practical and provides reasonable assistance to the disclosing party in challenging the disclosure required by law, rule, or regulation.
- 12.3. The obligations with respect to Confidential Information will survive until the Confidential Information is destroyed.
- 12.4. If a party breaches any of its obligations with respect to confidentiality or unauthorized use of Confidential Information, the non-breaching party will be entitled to equitable relief to protect its interest in its Confidential Information, which includes injunctive relief and monetary damages.
- 12.5. No public announcement or press release in connection with the subject matter of the Agreement will be made or issued by or on behalf of Purchaser without the prior written approval of Company, unless the announcement or press release is required by law or by any governmental authority.

13. TERMINATION

- 13.1. This Agreement will terminate upon the first of the following events to occur:
- (a) delivery of Purchaser's Tokens to Purchaser;
 - (b) mutual agreement of the parties; or
 - (c) Company's or Purchaser's action under Section 4.

14. MISCELLANEOUS PROVISIONS

- 14.1. **Successors and Assigns.** This Agreement will be binding on the parties' successors, assigns, heirs, executors, administrators, and other legal representatives.
- 14.2. **Independent Contractors.** In the performance of their obligations under this Agreement, both parties will act only as independent contractors. It is not the intent of the parties to create under this Agreement a joint venture, partnership, business association, or other form of business entity.
- 14.3. **Modification; Waiver.** This Agreement may only be modified or amended by a written instrument signed by both parties. No waiver will be implied from the party's conduct or failure to enforce rights, and no waiver will be effective unless in writing signed on behalf of the party. Each party's exercise of any right or remedy provided in this Agreement will be without prejudice to its right to exercise any other right or remedy provided by law or equity, except as expressly limited in this Agreement.
- 14.4. **Notices.** If notices required by this Agreement to be in writing are provided using the parties' contact information on the signature page of this Agreement or such other contact information as either party may from time to time designate by notice to the other party pursuant to this Section 14.4, such notices will be effective (a) immediately upon personal delivery or e-mail transmission, (b) 1 day after being deposited with a nationally recognized carrier assuring overnight delivery, or (c) 2 days after being sent by registered or certified mail, return receipt requested, postage prepaid.
- 14.5. **Governing Law.** This Agreement shall be governed by and construed under the laws of the State of New York, without regard to the conflicts of law provisions of such jurisdiction.
- 14.6. **Dispute Resolution.** Any dispute, claim or controversy arising out of or relating to this Agreement, including but not limited to a claim or controversy regarding the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this Agreement to arbitrate, shall be determined and resolved by arbitration in New York, New York before an arbitrator chosen by mutual consent of the parties. The arbitration shall be administered by American Arbitration Association under its rules and procedures. This Section shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. In any arbitration arising out of or related to this Agreement, the arbitrator shall award to the prevailing party, if any, the costs and attorneys' fees reasonably incurred by the prevailing party in connection with the arbitration. If the arbitrator determines a party to be the prevailing party under circumstances where the prevailing party won on some but not all of the claims and counterclaims, the arbitrator may award the prevailing party an appropriate percentage of the costs and attorneys' fees reasonably incurred by the prevailing party in connection with the arbitration.
- 14.7. **Equitable Relief.** Each party will have the right to seek injunctive or other equitable relief from a court of competent jurisdiction in case of a breach of any of the other party's duties under this Agreement or in the context of a bona fide emergency or prospective irreparable harm to the other party.

- 14.8. **Third-Party Rights.** Except as otherwise provided in this Agreement, this Agreement is intended solely for the benefit of Purchaser and Company and is not intended to confer third-party beneficiary rights upon any other person or entity.
- 14.9. **Assignment.** Purchaser may not assign this Agreement or any interest in it or delegate any of its duties under it to any third party without Company's prior written consent, save and except to its Affiliates, successors, and assigns, in which case Company's obligations under this Agreement will continue in full force. Any attempted assignment or delegation without that consent will be void. Company may assign this Agreement to its Affiliates, successors, and assigns, in which case Purchaser's obligations under this Agreement will continue in full force.
- 14.10. **Force Majeure.** Each party will not be liable to the other party for any delay or failure in the performance under this Agreement due to causes beyond such party's reasonable control, including strikes, shortages, failure of suppliers, pandemics, riots, insurrection, fires, floods, storms, earthquakes, acts of god, war, governmental action, labor conditions, and power outages.
- 14.11. **Survival.** Termination of this Agreement does not release any party from liabilities or obligations set forth in the Agreement that (a) the parties have expressly agreed would survive termination or (b) remain to be performed.
- 14.12. **Severability.** If any of the provisions of this Agreement are or become illegal, unenforceable, or invalid, the remainder of this Agreement will remain in full force and effect without being impaired or invalidated.
- 14.13. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which will be deemed an original for the purposes of this Agreement. In the event that any signature is delivered by facsimile transmission or by email delivery of a ".pdf" or other similar format data file or in the event that said signature be an electronic or digital signature, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile page or ".pdf" signature or electronic or digital signature was an original thereof.
- 14.14. **Entire Agreement.** This Agreement contains the entire understanding of the parties with respect to the matters contained in it and supersedes all previous agreements and undertakings of the parties relating to the same subject matter.

* * *

ANNEX 1

WALLET ADDRESSES

Company's Wallet Address: 0x6cE1FeC4E0132EDf942599F54Db9E77F68BF5E4B

Blockchain network: Ethereum

Purchaser's Wallet Address:

Blockchain network: Ethereum