

WECAN TOKEN PURCHASE AGREEMENT

PLEASE READ THE TERMS OF THIS TOKEN PURCHASE AGREEMENT (THE “AGREEMENT” or “SUBSCRIPTION AGREEMENT”) CAREFULLY BEFORE PURCHASING THE WECAN TOKEN(S).

THIS AGREEMENT CONTAINS THE TERMS AND CONDITIONS THAT GOVERN THE PURCHASE OF WECAN TOKENS.

IT AFFECTS YOUR OBLIGATIONS AND LEGAL RIGHTS, INCLUDING, BUT NOT LIMITED TO, WAIVERS OF RIGHTS AND LIMITATION OF LIABILITY.

This offering is strictly private and confidential and is being issued to a limited number of purchasers who are professional investors upon their request and confirmation that they understand this Agreement.

The seller is not an entity regulated by the Swiss Financial Market Supervisory Authority (the “FINMA”) or any other supervisory/regulatory authority.

This offering is not available to anyone who are citizens, residing or otherwise established in a jurisdiction where similar tokens and/or their use contravenes applicable laws and where similar tokens are deemed to be securities or financial instruments. This Agreement shall therefore not be submitted to any citizens, residents, or otherwise established in such jurisdictions, such as the United States of America, the People’s Republic of China or the Russian Federation.

If you have any question regarding the legality and/or the risks associated with the Tokens and/or tokens in general and/or if you have any question regarding the effect of the terms and conditions in this Agreement, you are advised to consult an independent legal counsel and/or financial advisor.

PREAMBLE

WHEREAS WeCanGroup SA (CHE-414.469.523) is a Swiss company incorporated within the commercial register of Geneva, with corporate seat at Avenue de Sécheron 15, 1202 Geneva, Switzerland (the “**Seller**”)

WHEREAS the Seller is mainly active in the field of distributed ledger technology, especially in the development and management of platforms based on the distributed ledger technology.

WHEREAS the Seller aims at developing a specific blockchain architecture named Wecan Chain and based on two layers, a Proof of Authority blockchain named 3AChain and Proof of Stake blockchain named Ethereum (the “**Blockchain**”) to collect, store and share data in a

structured and secured way (the “**Project**”) as described in the White Paper (the “**White Paper**”).

WHEREAS the Seller issued Wecan tokens (the “**Token(s)**”) on the Blockchain.

WHEREAS the Tokens are native utility tokens of the Blockchain, to be used to register data on the Blockchain to guarantee security, auditability, and decentralization.

WHEREAS, considering the foregoing, the purchaser (“**The Purchaser**” or “**Participant**”) wants to purchase Tokens from the Seller and the Seller wants to sell Tokens to the Purchaser in accordance with this Agreement.

WHEREAS the Seller and the Purchaser are hereafter jointly referred to as “**Parties**” and individually a “**Party**”.

WHEREAS the Seller and the Purchaser desire to use **Mt Pelerin Group SA**, with registered office at rue de la Pierre-à-Mazel 39, 2000 Neuchâtel et registered, with the register of commerce under N° CHE-188.552.084 (the “**Agent**”) to provide certain escrow services (KYC-AML procedures) in connection with the funds to be transferred via their Escrow Account (the “**Escrow Account**”) in relation to the Agreement.

WHEREAS the Agent is a financial intermediary duly affiliated with SO-FIT (<https://so-fit.ch/>) a Self- Regulatory Organization (SRO) officially recognized by Switzerland's Federal Financial Market Supervisory Authority (FINMA).

WHEREAS this offering (the “**Offering**” or “**Sale**”) is a Public Presale.

NOW THEREFORE, the Parties agree as follows

ARTICLE 1 - PURCHASE OF TOKENS

1.1 Subject to the terms and conditions set forth herein, the Purchaser, hereby irrevocably agrees to purchase Tokens (the “**Purchased Tokens**”) from the Seller (the “**Purchase**”), and the Seller agrees to sell to the Purchaser the Tokens at a purchase price of **CHF 0.00085** (the “**Purchase Price**”) excluding sales tax or any other charges that may be applicable, and which are to be supported exclusively by the Purchaser (the “**Purchase Charges**”).

1.2 The Purchase can be paid exclusively in USD, CHF, EUR, USDC or USDT.

The Purchaser is the sole responsible for any conversion fees applicable at this occasion and bank / network transaction fees are to be supported exclusively by the Purchaser.

The Seller bears absolutely no responsibility for the exchange rate applicable and the moment of conversion.

1.4 The Purchaser commits to transfer the funds of the Purchase as follows:

- Fiat: from a bank account opened in his/her own name;
- Crypto: from the wallet of which the Purchaser has communicated the public address to the Agent to allow verification that the payment has been done by him/her

- 1.5 The Seller, via the Agent, commits to transfer the Purchased Tokens to the Purchaser on the following public address as communicated by the Purchaser (the “**Public Address**”).
- 1.6 The Purchaser represents and warrants that the Public Address corresponds to a wallet on a blockchain interoperable with Ethereum and of which he/she controls exclusively the private key. The Purchaser shall not use any online exchange services or multi-signature wallet to receive the Purchased Tokens. In the event of breach of this obligation, the Purchaser shall be exclusively liable (to the exclusion of the Seller) for any loss of the Purchased Tokens or phishing of his/her wallet’s private key.
- 1.7 To receive the Purchased Tokens, the Purchaser shall comply with any technical requirements and procedures communicated in written form by the Seller or the Agent in the agreement signed with the Agent (the “**Escrow Services Agreement**”).
- 1.8 If, for any reason, the Purchased Tokens cannot be provided, the Seller will return the funds of the Purchase to the bank account or public address from which it has been transferred by the Purchaser, subject to applicable Anti-Money-Laundering (“**AML**”) restrictions.
- 1.9 The Purchaser agrees that he/she has absolutely no claim against the Seller to get the funds of the Purchase refunded upon transfer of the Purchased Tokens to him/her.

ARTICLE 2 – ELIGIBILITY

- 2.1 The Purchaser accepts to provide without undue delay the information required to comply with any AML and Know-Your-Customer (“**KYC**”) procedures which may be required by law and/or requested by the Agent. Personal data communicated at this occasion will be processed in accordance with the applicable laws, by the Agent, as agreed in the Escrow Services Agreement.

The Purchaser expressly consents to the processing by the Agent of his/her personal data he/she communicated to the Agent and understands that the collection and processing of his/her personal data is mandatory to execute this Agreement. No data is processed by the Seller.

- 2.2 The Purchaser understands and agrees that, if transferred prior to the completion of AML and KYC procedures, the funds of the Purchase becomes acquired to the Seller, but the Purchased Tokens are not yet acquired to the Purchaser until these procedures are duly completed.
- 2.3 If the Purchaser refuses to provide the requested AML or KYC information, or the Seller has legitimate doubts about the accuracy and completeness of the information provided, the Seller is entitled to terminate this Agreement with immediate effect. In such a case, the Seller may refuse at its sole and entire discretion to transfer the Token(s).
- 2.4. In the event the Seller terminates this Agreement pursuant to Article 2.3 or 2.4 of this Agreement, the Seller will return the funds of the Purchase to the bank account or the public address where it comes from, subject to applicable AML restrictions.

ARTICLE 3 – RESTRICTED JURISDICTIONS

- 3.1 The purchase of the Tokens is not directed at any person or entity that is citizen, resides or is otherwise established in a jurisdiction
 - in which applicable laws prohibit or otherwise restrict owning tokens or transacting therewith, or in which public authorities inflicted administrative or criminal sanctions

which result in a prohibition of specific activities involving tokens, such as the **People's Republic of China**;

- in which tokens are deemed securities and/or in which the sale would require the Seller to comply with financial regulations, notably any filings and authorizations required thereby, such as notably the **United States of America**;
- which is subject to economic and financial sanctions as imposed by the United Nations and transposed by an ordinance adopted by the Federal Council under the Federal Act on the Implementation of International Sanctions, such as notably the **Russian Federation**; or
- which is blacklisted by the Financial Action Task Force.

(all of the above, "**Restricted Jurisdictions**").

THE TOKENS MAY NOT BE ACCESSED OR USED BY OR OTHERWISE OFFERED, SOLD, ASSIGNED, PLEDGED, DELIVERED OR TRANSFERRED TO OR WITHIN A RESTRICTED JURISDICTION, INCLUDING THE UNITED STATES OF AMERICA, RUSSIA AND/OR PEOPLE'S REPUBLIC OF CHINA.

3.2 The Purchaser represents and warrants that:

- he/she is not a citizen, residing or otherwise established in a Restricted Jurisdiction;
- any person having a direct or indirect beneficial interest in the Purchaser or the Purchased Tokens, or any person for whom the Purchaser is acting as agent or nominee in connection the Purchased Tokens is not residing or otherwise established in a Restricted Jurisdiction;
- he/she will not redistribute this Agreement or any other related marketing materials in a Restricted Jurisdiction; and
- he/she will not transfer or offer by any other mean the Purchased Tokens to anyone residing or being otherwise established in a Restricted Jurisdiction.

3.3 If the Seller becomes aware that the Purchaser resides or is otherwise established in a restricted jurisdiction, instructs to transfer the Purchased Tokens to an account located in a restricted jurisdiction, or intends to transfer the Purchased Tokens to someone residing or otherwise established in a restricted jurisdiction, the Seller will refuse to proceed with the sale, and will return the funds of the Purchase to the bank account or public address from which it has been transferred, subject to applicable AML restrictions.

ARTICLE 4 – USE OF TOKENS

4.1 The Purchaser acknowledges and agrees that:

- the Tokens are to be used exclusively as exposed in the White Paper;
- the Tokens grant no right or claim against their Seller as their issuer;
- the sole functionality of the Tokens is to be used as utility tokens to finance each transaction/registration on the Blockchain to guarantee security, auditability, and decentralization.

- the Seller may unilaterally modify, suspend, or terminate the functionality or any other aspects of the Tokens, immediately and without prior notice if:
 - the Seller ascertains that there has been a change in any law or any regulation applicable to any matter arising under or in connection with the Tokens, and that such action is necessary or prudent to ensure continued legal and regulatory compliance; or
 - the Seller identifies any technical inaccuracies;
 - the functionality attached to the Tokens may vary over time and the Tokens may evolve as the projects of the Seller develop;
- 4.2 The Purchaser acknowledges and agrees that false or misleading AML or KYC information may result in a freeze of the functionality attached to the Purchased Tokens.
- 4.3 The Purchaser further acknowledges and agrees that:
- the Seller does not guarantee the future value of the Purchased Tokens and that he/she is entitled to no interests based on the mere ownership of the Purchased Tokens;
 - the Seller does not guarantee any income, advantage, or benefit of any kind from the mere ownership of the Purchased Tokens; and
 - nothing in this Agreement shall be deemed or is intended to be deemed as an investment in the Seller, its shares capital or the Project by means of the funds of the Purchase, nor shall it cause, the Purchaser and/or the Seller to be treated as partners (including simple partnership – “*société simple*”), joint ventures, or otherwise as associates for profit, or agent of one another.
- 4.4 Purchased Tokens may be sold and transferred by the Purchaser after the Sale, in accordance with this Agreement, at his/her own risk and without any interference of the Seller, privately or, if applicable, through centralized or decentralized exchanges provided the Tokens are listed on such exchanges. The Seller does not guarantee the future listing of the Purchased Tokens on exchanges.

ARTICLE 5 – SECURITIES

- 5.1 The Tokens are without any type of link to the financial markets and do not constitute nor are intended to constitute securities or financial instruments under Swiss law. Nothing in this Agreement, the White Paper or any other communication made to the Purchaser constitutes an offer to sell, transfer or exchange, or a solicitation of any offer to buy, transfer or exchange what constitutes securities nor a public offer for financial instruments.
- 5.2 If the Tokens constitute securities or financial instruments according to the laws and regulations applicable in a jurisdiction, then the Tokens, the White Paper and any other communication made by the Seller are not intended for distribution in such jurisdiction.
- 5.3 **The Purchaser acknowledges and agrees that this Agreement, the White Paper and communications made by the Seller concerning the Tokens have not been approved or disapproved by FINMA** or by any securities commission or regulatory authority in any jurisdiction. In particular, this Agreement and the White Paper have not been reviewed or approved by the FINMA nor have been reviewed or approved by any other regulatory authority in Switzerland and abroad. However, FINMA has confirmed that the Tokens would qualify as utility tokens if issued as detailed in the White Paper. The Purchaser is advised to exercise caution and, if the Purchaser is in any doubt

about any of the contents of these documents, he/she should obtain independent professional advice.

- 5.4 If the Tokens are deemed to qualify as a security pursuant to the laws and regulations applicable to the Purchaser, the Purchaser shall inform the Seller about it and refrain from entering into this Agreement. The Purchaser represents and warrants that such is not the case at the date of signing this Agreement.

The Purchaser shall notify the Seller should it become the case before the receipt of the Purchased Tokens. In such an event, the Seller has the right to terminate the Agreement with immediate effect and will return the funds of the Purchase to the bank account or public address where it comes from (if already paid), subject to applicable AML restrictions.

ARTICLE 6 – RISKS

- 6.1 The Purchaser acknowledges and agrees that the Seller does not verify his/her suitability, experience, and ability to bear the risks associated with the Purchased Tokens and/or the underlying blockchain and/or the nodes and/or ability to lose anything due to market volatility or other factors.
- 6.2 The Purchaser hereby confirms that he/she has carefully assessed his/her financial situation and risk tolerance, and consequently, that he/she has conducted any additional research, or asked advice, as she/he may have deemed necessary, before entering into this Agreement.
- 6.3 The Purchaser hereby agrees to assume all responsibility for any of the risks related to Purchased Tokens, and to hold the Seller free from any claim with respect to these risks.
- 6.4 The Purchaser hereby acknowledges and agrees that he/she has specifically considered the non-exhaustive list of risks identified by the Seller in relation to the Tokens as attached in Appendix A. This list is not exhaustive, and both the Seller and the Purchaser may be exposed to other risks. Therefore, the Purchaser further acknowledges and agrees that he/she has in any case considered to the following types of risks: general risks associated to blockchain technology, volatility risks and financial losses, cyber security attacks, legal and regulatory risks, reputational risks, risks related to exchanges and/or smart contracts.
- 6.4. The Purchaser is aware that the value of the Tokens may be subject to various factors of volatility. Accordingly, the Purchased Tokens may not retain their value and important losses may be incurred with potentially no profit or return. The factors of volatility include, but are not limited to:
- adoption rate of the Token;
 - announcements of developments related to the Seller's projects;
 - actual or anticipated fluctuations in the financial condition of the crypto market;
 - market expectations for the financial performance of the Tokens;
 - the perception of the success and impact of crypto assets in general;
 - the entrance of new individuals within the market;
 - the leverage level of the market;
 - new products in the markets;
 - actual or anticipated sales of the Purchased Tokens;
 - hacks or vulnerability of other blockchain projects;
 - the (il)liquidity of the market;
 - new laws or regulations or changes in interpretations of existing laws and regulations affecting the market;
 - general market and economic conditions;

- confidence in the Fintech industry and/or in distributed ledger technology and/or in the market;
- local market conditions;
- the absence of a secondary market or demand for the Tokens.

The Purchaser confirms that he/she/it can afford losing the funds of the Purchase in the event it does not appear to be of any value for whatever reason or materialized risk.

ARTICLE 7 – NO WARRANTY

- 7.1 To the maximum extent permitted by applicable law, the tokens and its functionality are provided “as is” and on an “as available” basis without any representations, warranties, promises or guarantees whatsoever made by the Seller.
- 7.2 In particular, the Seller does not give any warranty of any kind as to:
- the future value of the Tokens;
 - the income, advantage or benefit of any kind from the mere ownership of the Purchased Tokens;
 - the functionality attached to the Tokens;
 - the listing on exchange(s), centralized or decentralized, of the Tokens;
 - the security of the Token;
 - the maintenance of the Blockchain and/or other blockchain networks with which the Tokens are interoperable;
 - the fact that there will be no fork or other type of duplication of the Blockchain;
 - the fact that the Blockchain remains error-free and without any bug or issues whatsoever;
 - the fact that the Token is or will be regulated in any way by market supervisory authorities;
 - the fact that the Token will be listed on exchanges (centralized or decentralized).

ARTICLE 8 – LIABILITY

- 8.1 Neither Party shall be held liable for any failure to perform that is due to any cause or circumstance beyond the reasonable control of such Party, such as force majeure events as specified under Article 8.2 of this Agreement. In such circumstances the time for performance shall be extended by a period equivalent to the period during which performance of the concerned obligation has been delayed or failed to be performed. No such inability to deliver or delay in delivery shall invalidate the remainder of this Agreement.
- 8.2 Constitutes a “force majeure event” any event which is neither foreseeable nor objectively attributable to the Parties and which is objectively likely to delay the performance of its contractual obligations, including but not limited to natural phenomena, government measures, acts of terrorism, demonstrations, fires, explosions, floods, epidemics, pandemics, lock downs, quarantines, factory blockages, telecommunication problems, internet unavailability, strikes or other labor disputes (whether or not such disputes involve the Parties’ employees), accidents, plant breakdowns, impediments or delays by carriers, impossibility or delay in obtaining supplies or appropriate and necessary equipment, seizures, sequestrations or other measures taken by or on the order of an apparently competent authority and all other acts.
- 8.3 To the maximum extent permitted by applicable law, the Purchaser hereby expressly releases the Seller for any responsibility or liability whether in contract, tort (including negligence), breach of statutory duty, misrepresentation, restitution, breach of trust, breach of fiduciary duty or otherwise, for any claims, damages, liabilities, losses, costs or expenses of any kind, whether direct or indirect, consequential, compensatory,

incidental, actual, exemplary, punitive or special (including damages for loss of business, revenues, profits, investment opportunities, data use, goodwill or other intangible losses) regardless of whether (or not) the Seller has been advised of the possibility of such damages, liabilities, losses, costs or expenses, especially but not only arising out of or in connection with:

- The Purchased Tokens and the functionality associated therewith;
- A breach of the regulatory framework applicable to the Purchaser's situation;
- Any reliance on, or decision made on the basis of, information or material provided by the Seller (which especially but not only include this agreement, its appendices and the White Paper).
- Any acts, omissions, statements or representations of any third party;
- Any matter affecting the utility, legitimacy, legality or characterization of the Purchased Tokens or any associated services caused by circumstances beyond the Seller's reasonable control;
- Unauthorized access, use or alteration of the Purchased Tokens, the blockchain supporting the token and/or any platform that may be used by the Seller;
- The failure of the Project infrastructure to operate in a manner that is consistent with the White Paper.

8.4 The Purchased Tokens carry a high degree of risk which shall be exclusively borne by the Purchaser to the entire release of the Seller even if the Purchased Tokens are worth zero.

The Purchaser therefore has no claim of any kind against the Seller.

8.5 This Agreement does in no way constitute investment advice or an offer to invest.

8.6 The Seller cannot be held liable for any loss or damages resulting from the Purchased Tokens, their purchase and/or from any loss, especially but not only arising out as a result of market volatility, absence of market or absence of value of the Purchased Tokens.

8.7 The Seller cannot be held responsible or liable in any way for any information that reveal to be untrue or that becomes inaccurate or misleading concerning the Purchased Tokens contained in the White Paper or in this agreement. The Purchaser hereby fully releases the Seller for any such information, except in the event it results in a fraud. The purchaser hereby acknowledges and agrees that he/she does not have any right against the Seller for the information provided to the Purchaser in the White Paper, in this agreement and/or by any other mean (especially but not only orally or by written) with respect to the Purchased Tokens in the absence of fraud. The White Paper is not and shall not be considered as a prospectus in the meaning of Art. 35 ff FINSA. The Investor hereby waives any type of claim against the Seller based on prospectus rules and/or liabilities based on prospectus requirements.

8.8 The Purchaser acknowledges and agrees that certain jurisdictions restrict or may restrict in future their residents or citizens from owning and/or transacting with tokens. The Seller cannot be held liable for any possible current or future impossibility to use Purchased Tokens because of such restrictions, nor in the event of illegitimate or illegal purchase by the Purchaser indicating false or misleading information regarding his/her nationality or residence.

8.9 To the maximum extent permitted by applicable law, in no circumstances will the aggregate liability of the Seller, whether in contract, tort (including negligence), breach of statutory duty, misrepresentation, restitution, breach of trust, breach of fiduciary duty or otherwise, arising under or in connection with this agreement exceed the funds of the Purchase paid in accordance with this Agreement.

ARTICLE 9 – REPRESENTATIONS AND WARRANTIES

- 9.1 To the maximum extent permitted by applicable law, the Seller disclaims all representations and warranties, whether express, implied or statutory, with regard to the Purchased Tokens.
- 9.2 By executing this Agreement, the Purchaser represents and warrants that:
- he/she is fully able and legally competent to enter into this Agreement;
 - he/she has read carefully this Agreement and White Paper;
 - he/she is not the citizen or resident of a Restricted Jurisdiction;
 - he/she will not transfer the Purchased Tokens to a Restricted Jurisdiction and/or to anyone who is a citizen or resident of a Restricted Jurisdiction;
 - he/she is not in breach of the laws of his/her country of residence or of the country on which territory he/she is located;
 - he/she acknowledges and agrees to the liability limitations set forth in this Agreement;
 - he/she acknowledges and accepts to bear the risks highlighted in this Agreement and in the White Paper;
 - he/she has the necessary knowledge about, and understanding of the distributed ledger technology and the blockchain ecosystem, especially tokens and crypto markets;
 - he/she is aware of, and knows how to manage all the merits, risks and any restrictions associated with the distributed ledger technology and the blockchain ecosystem, especially tokens and crypto markets;
 - he/she has understood the nature of the Purchased Tokens and renounces to get any additional documentation or information sheet about the Purchased Tokens;
 - he/she undertakes to provide the Seller with reliable and complete AML and KYC information as requested by the Seller, the Agent or any authorities;
 - he/she does not know or have any reason to suspect that the funds used for the payment of the funds of the Purchase do, directly or indirectly, come from any criminal, tax fraud or illegal sources or do constitute any proceeds of criminal, tax or illegal activities; and
 - the Purchased Tokens will not be used to facilitate any criminal or illegal activity, including, but not limited to, money laundering and financing terrorism.

ARTICLE 10 – TAXES

- 10.1 All taxes are the responsibility of each Party respectively. The Purchaser is solely responsible to pay the taxes and duties that may apply to him/her, including the Purchase Charges.
- 10.2 The Purchaser acknowledges to have verified and understood regulations applicable to the Purchased Tokens in his/her jurisdiction for tax purposes with regards to income tax, corporation tax, capital gains tax or sales tax or any other tax framework and charges of any kind in place that may be applicable.
- 10.3 All payments by a Party shall be made without withholding or deduction of, or in respect of, any tax unless required by law. If any such withholding or deduction is required, that Party shall promptly notify the other Party of that requirement.
- 10.4 All payments by the Purchaser shall be made in accordance with Article 1 of this Agreement regarding Purchase Charges.

ARTICLE 11 – INDEMNITY

- 11.1 To the fullest extent permitted by applicable law, the Purchaser will indemnify, defend and hold harmless the Seller and the Seller's respective past, present and future employees, officers, directors, contractors, consultants, equity holders, suppliers,

vendors, service providers, parent companies, subsidiaries, affiliates, agents, representatives, predecessors, successors and assigns (each, a “**Seller Party**”, and collectively, the “**Seller Parties**”) from and against all claims, damages, liabilities, losses, costs and expenses (including lawyers’ fees, internal fees, court’s fees and including for the avoidance of doubt any fines or other sanctions imposed on the Seller and/or any other Seller Party as a result of any alleged breach of applicable law or regulation) that arise from or relate to: (i) the Purchaser’s access to, acquisition, retention, use or disposal of any Purchased Tokens; (ii) the Purchaser’s access to or use of any of the services attached to Tokens, (iii) the Purchaser’s access to or use of any of the services and the platforms that may be developed as part of the Project, (iv) the behavior of any third party acting on behalf of or in the name of the Purchaser; or (v) any other violation of this Agreement and/or the White Paper by the Purchaser.

- 11.2 The Seller reserves the right to exercise sole control over the defense, at the Purchaser’s expense, of any claim subject to indemnification pursuant to this Agreement. This indemnity is in addition to, and not in lieu of, any other indemnities set forth in this Agreement or any other written agreement between the Purchaser and any one or more of the Seller Parties.

ARTICLE 12 – MISCELLANEOUS

12.1 Severability

If any provision or part-provision of this Agreement is or becomes invalid, illegal, or unenforceable in any relevant jurisdiction, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable.

If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this severance provision shall not affect the validity and enforceability of the rest of this Agreement.

12.2 Communication

All notices, consents and other communications required or permitted under this Agreement shall be in writing.

12.3 Assignment

The Purchaser may not assign this Agreement, nor any right or obligation resulting from this Agreement, without the prior written consent of the Seller.

The Seller shall be free to assign this Agreement, as well as any right or obligation resulting from this Agreement, without the consent of the Purchaser.

12.4 Entire agreement

This Agreement represents the entire agreement between the Parties with respect to the subject matter contained herein and supersedes any and all written communications, representations and arrangements whether written or oral (whether given or made before or after the date hereof).

No alteration, modification, waiver, or addition to this Agreement shall be valid unless made in writing and signed by both Parties.

ARTICLE 13 – GOVERNING LAW AND JURISDICTION

- 13.1 The Agreement shall be governed by the laws of Switzerland.

13.2 Any dispute regarding this Agreement shall be subject to the exclusive jurisdiction of the courts of the Canton of Geneva, Switzerland.

Date: _____

Date: _____

For the Seller:

For the Purchaser or Participant:

APPENDIX A – RISKS

Certain Risks Relating to Purchase, Sale and Use of the Tokens

The Seller expressly disclaims any and all responsibility for any direct or consequential loss or damage of any kind whatsoever arising directly or indirectly from: (i) reliance on any information contained in this Appendix A, (ii) any error, omission, or inaccuracy in any such information or (iii) any action resulting from such information.

Regulatory risk

The Purchaser is aware that **new or changing laws and regulations or interpretations of existing laws and regulations** in various jurisdictions may materially and adversely impact the value and/or functionality of the Purchased Tokens, or other parameters related thereto (for instance, (i) liquidity, marketplaces, rights, transferability). Such regulatory developments could negatively impact the Purchased Tokens notably through a determination that they are regulated financial instruments that require registration, that their use is unlawful or subject to conditions which render it commercially undesirable and prevents the continuation of the Project.

The industry 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 Seller and/or pursue enforcement actions against it. Such governmental activities may or may not be the result of targeting the Seller in particular. All of this may subject the Seller to judgments, settlements, fines, or penalties, or cause the Seller to restructure its operations and activities or to cease offering certain products or services, all of which could harm its reputation or lead to higher operational costs, which may in turn have a material adverse effect on the Tokens.

The **tax characterization** of Tokens is uncertain. The Purchaser must seek his/her own tax advice in connection with the Tokens, which may result in adverse tax consequences to the Purchaser, including withholding taxes, income taxes and tax reporting requirements.

Blockchain ecosystem risk

The growth of the blockchain industry is subject to a high degree of uncertainty. The factors affecting the further development of the cryptocurrency industry, as well as blockchain networks, include, without limitation:

- worldwide growth in the adoption and use of tokens, and other blockchain technologies;
- government and quasi-government regulation of tokens and their use, or restrictions on or regulation of access to and operation of blockchain networks or similar systems;
- the maintenance and development of the open-source software protocol of blockchains;
- changes in consumer demographics and public tastes and preferences;
- the availability and popularity of other forms or methods of buying and selling goods and services, or trading assets including new means of using fiat currencies or existing networks;
- general economic conditions and the regulatory environment relating to tokens ;
- a decline in the popularity or acceptance of tokens would adversely affect our results of operations;

- a hack or security weakness of the smart contract;
- phishing websites may impact the reputation of blockchain projects;
- the slowing or stopping of the development, general acceptance and adoption and usage of blockchain networks and tokens may deter or delay the acceptance and adoption of the Tokens.
- the prices of blockchain assets are extremely volatile. Fluctuations in the price of tokens could materially and adversely affect our business, and the Tokens may also be subject to significant price volatility.
- the prices of tokens have historically been subject to dramatic fluctuations and are highly volatile, and the market price of the Tokens may also be highly volatile.

A decrease in the price of a single blockchain asset may cause volatility in the entire blockchain asset industry and may affect other blockchain assets including the Tokens. For example, a security breach that affects investor or user confidence in Bitcoin may affect the industry as a whole and may also cause the price of the Tokens and other blockchain assets to fluctuate.

Blockchain technology risk

Blockchain itself

Because the Tokens are based on a blockchain, any malfunction, breakdown or abandonment of such protocol may have a material adverse effect on the Tokens.

Advances in cryptography, or technical advances such as the development of quantum computing, could present risks to the Tokens by rendering ineffective the cryptographic consensus mechanism that underpins the blockchain.

Any blockchain is prone to periodic congestion during which transactions can be delayed or lost.

Source Code

The source code underpinning the Blockchain, and the Tokens may contain flaws, bugs, defects or inconsistencies that could compromise the predictability, usability, functionality, stability and security thereof.

The Seller will attempt to perform quality assurance and audit procedures to ensure the source code accurately reflects the intended functionality, though there can be no guarantee that any errors are identified, or the source code will be error-free.

In addition, source code modifications or updates may lead to unexpected or unintended outcomes that may adversely affect the Blockchain or the Tokens. Source code modifications that constitute upgrades may be required in connection with the development of the Tokens, and the Purchaser failure to participate in any such upgrades may result in the loss of the Tokens functionality.

Hacking and Security Weakness

The Tokens may be subject to expropriation and or/theft. Hackers or other malicious groups or organizations may attempt to interfere with the Tokens in a variety of ways, including, but not limited to, malware attacks, denial of service attacks, consensus-based attacks, Sybil attacks and spoofing.

Furthermore, there is the risk that Tokens may contain intentional or unintentional bugs or weaknesses which may negatively affect the Tokens or result in the loss of the Tokens of the Purchaser, the loss of his/her ability to access or control his/her Tokens. In the event of such a software bug or weakness, there may be no remedy and holders of the Tokens are not guaranteed any remedy, refund, or compensation.

Losing Access to the Tokens Due to Loss of Private Key(s)

The Tokens purchased by the Purchaser may be held in a digital wallet or vault, which requires a private key, or a combination of private keys, for access. Accordingly, in case of loss of requisite private key(s) associated with his/her digital wallet, 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 the Purchaser uses, may be able to misappropriate the Purchaser's Tokens. The Seller is not responsible for any such losses. In case of loss of the Purchaser's private key, please immediately inform the Seller which will freeze the relevant Tokens.

Uninsured Losses

Unlike bank accounts or accounts at some other financial institutions, the Tokens are uninsured unless he/she specifically obtain private insurance to insure them. Thus, in the event of loss or loss of their functionality or value, there is no public insurer or private insurance arranged by the Seller, to offer recourse to the Purchaser.

Lack of governance rights

Because the Tokens confer no governance rights of any kind with respect to the Blockchain or the Seller or its corporate affiliates, all decisions involving the Seller and the Project will be made by the Seller at its sole discretion, including, but not limited to sell or liquidate the Seller or cease the Project. These decisions could adversely affect the Tokens held by the Purchaser.

In addition to the risks included in this Appendix A, there are other risks associated with the Purchaser's purchase, holding and use of the Purchased Tokens, including such that the Seller cannot anticipate. These risks may further materialize as unanticipated variations or combinations of the risks discussed in this Appendix A.