

**SIMPLE AGREEMENT FOR FUTURE TOKENS
("SAFT")**

<https://revived.game>

hereinafter "Form" for the Agreement

Entered into on 16 October 2024 r. by and between:

1. COMPANY:

NAME:	GAO Technology Ltd /company limited by shares/
REGISTERED ADDRESS:	P.O. Box 146, Road Town, Tortola, British Virgin Islands.
COMPANY NUMBER:	Company Number: 2145591
REPRESENTED BY:	Tomasz Cichocki
E-MAIL:	tom@fvestudios.com

2. RECIPIENT:

NAME/COMPANY NAME:	
CONTACT/REGISTERED ADDRESS:	
REGISTRATION NUMBER (IF APPLICABLE):	
ID NUMBER (IF APPLICABLE):	
REPRESENTED BY:	
E-MAIL:	

3. BASIC AGREEMENT TERMS AND CONDITIONS:

TOKEN PRICE:	\$0,020
TOKEN AMOUNT:	
PURCHASE AMOUNT:	
PAYMENT FORM:	<input type="checkbox"/> USDT (ERC-20) on Ethereum blockchain <input type="checkbox"/> USDT (BEP-20) on BNB blockchain
COMPANY'S WALLET ADDRESS FOR PAYMENTS:	
RECIPIENT'S WALLET ADDRESS FOR PAYMENT:	
RECIPIENT'S WALLET ADDRESS FOR TOKENS/CLAIM:	
DATE OF PAYMENT:	
TOKEN GENERATION EVENT:	14 January 2024 r.

An integral part of the Agreement, apart from the Form above, are the General Terms and Conditions of the Agreement which the Company provided to the Recipient prior to concluding the Agreement.

COMPANY

RECIPIENT

GENERAL TERMS AND CONDITIONS

<https://revived.game>

SAFT (hereinafter "Agreement")

PREAMBLE

The Company intends to conduct a sale of the rights to the future utility Tokens (hereinafter referred to as "the Tokens"), which shall be made available to a number of Recipients prior to a wider Public Token Sale or Sales (hereinafter referred to as "the Public Token Sale). The terms and conditions of the Tokens offer in accordance with the Token Pre-Sale (hereinafter referred to as "Token Pre-Sale") is specified below. Please read the Agreement carefully before signing and accepting it.

THIS DOCUMENT IS ADDRESSED ONLY TO RELEVANT PERSONS AND OTHERS, WHO ARE NOT RELEVANT PERSONS, SHOULD NOT TAKE ANY ACTION BASED ON THIS DOCUMENT, AND SHOULD NOT RELY ON IT. IT IS A CONDITION THAT BY RECEIVING AND RETAINING THIS DOCUMENT, YOU WARRANT TO THE COMPANY, ITS DIRECTORS AND ITS OFFICERS, THAT YOU ARE A RELEVANT PERSON. THE COMPANY DOES NOT MAKE AND EXPRESSLY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS, IMPLIED OR STATUTORY.

All Tokens issued in accordance herewith shall also be subject to the terms and conditions applicable to the Public Token Sale. This Agreement contains the complete terms and conditions that apply to your participation in the Token Pre-Sale. In the event that there is a conflict between the Agreement and any other additional terms, conditions or information available about the Token Pre-Sale, the Agreement shall prevail. Upon the commencement of the Token Public Sale by the Company or any of its cooperating entities, the provisions specified in Terms and Conditions of the Token Public Sale with respect to the Tokens shall also apply to the Recipient defined in the Agreement.

The Recipient expressly agrees the Tokens are not securities, are not registered with any government entity as the securities, shall not be considered as such, are not intended to be commodity or any other kind of financial instrument.

TOKENS DO NOT REPRESENT OR CONFER ANY OWNERSHIP RIGHT OR STAKE, SHARE, SECURITY, OR EQUIVALENT RIGHTS, OR ANY RIGHT TO RECEIVE FUTURE REVENUE SHARES, INTELLECTUAL PROPERTY RIGHTS OR ANY OTHER FORM OF PARTICIPATION IN OR RELATING TO THE PLATFORM, THE COMPANY OR ANY AFFILIATE OF THE COMPANY. THE TOKENS ARE NOT INTENDED TO BE A LOAN CONTRACT, CURRENCY, SECURITY, COMMODITY OR ANY KIND OF FINANCIAL INSTRUMENT

The Recipient further acknowledges and agrees that this Simple Agreement for Future Tokens has not been registered under the securities law of any jurisdiction. Furthermore, the activity of the Company shall not be perceived as investment advising or investment recommendations, or intermediation in such advice or recommendation, or managing of any assets relating to the Tokens.

ANY INFORMATION INDICATED HEREIN OR DESIGNATED AS AN "OFFER" DOES NOT CONSTITUTE AN OFFER WITHIN THE MEANING OF THE RELEVANT LEGAL REGULATIONS, NOR DOES IT CONSTITUTE A CALCULATION FOR SUCH OFFER, AND IS FOR INFORMATIONAL PURPOSES ONLY.

§ 1. PURPOSE OF THE AGREEMENT

1. This document of the General Terms and Conditions shall constitute an integral part of the Form concluded between the Company and the Recipient and shall specify the detailed principles of the Agreement and the rights and obligations of the Parties.
2. The Agreement certifies that in exchange for the payment by the undersigned Recipient of the Purchase Amount on the Payment Date, the Company, hereby gives to the Recipient the right to receive a given quantity of the Tokens which shall be issued by the Company in TGE, subject to the terms set forth in the Agreement.
3. The Company hereby declares that: (i) the Company is a business with limited liability duly organised with limited liability, validly existing and in good standing under the laws of the British

Virgin Islands; (i) the execution, delivery and performance by the Company of this Agreement is, to the Company's knowledge, within the power of the Company and, other than with respect to the actions to be taken when Tokens are to be transferred to the Recipient, has been duly authorized by all necessary actions on the part of the Company; (iii) this Agreement constitutes a legal, valid and binding obligation of the Company, enforceable against the Company in accordance with its terms, except as limited by bankruptcy, insolvency or other Laws of general application relating to or affecting the enforcement of creditors' rights generally and general principles of equity.

4. Each Party represents and warrants that: (i) it has the right to contract and perform its obligations hereunder without seeking permission from any individual or third party; (ii) the performance of the Agreement will not breach any prior contracts, agreements or commitments; (iii) the Agreement shall be valid and legally binding in terms of its provisions; (iv) the Parties shall undertake any actions in the performance hereof which may be required for the performance of their obligations and shall act in good faith; (v) any representations and declarations made to the other Party shall be accurate and truthful.

§ 2. DEFINITIONS

1. As used in the Agreement, the following terms shall mean:
 - (i) **Company** – GAO Technology Ltd /company limited by shares/ (Company Number: 2145591) having its registered office in British Virgin Islands, P.O. Box 146, Road Town, Tortola, BVI.
 - (ii) **Recipient** – an eligible person or company as set forth in this Agreement who has made a payment in form of the transfer of the Purchase Amount to the Company and who agrees to the terms and conditions of this Agreement;
 - (iii) **Agreement / SAFT** – is this Simple Agreement for Future Tokens containing a future right to units of the Tokens acquired by the Recipient;
 - (iv) **KYC/AML** – a set of activities as a result of which information on a particular Recipient is obtained. These activities are performed in order to determine the scope of financial security measures appropriate for a given business relationship or transaction and to assess the risk related to counteracting money laundering and terrorist financing, taking into account specific types of risk. The Company reserve the right to check if information provided by the Recipient during the KYC procedure is true;
 - (v) **Token Generation Event / TGE** – means the creation of Tokens by the Company and vesting them with the Recipient in the amount and the time limit as set out in the Agreement;
 - (vi) **Platform** – means the website operated by the Company that allows you to receive Tokens. The Platform also provides information regarding the Company's project, including Information Materials. The Platform may also be used to provide the KYC/AML process. As of the date of signing this Agreement, the website is hosted at <https://revived.game>;
 - (vii) **Information Materials** – means the Company's offering materials made available on the Platform, for the express purpose of contemplated purchases pursuant to this Agreement or the Terms and Conditions of the Platform (e.g. Whitepaper);
 - (viii) **Token** – a term referring to "\$FYE" token of assets in ERC-20 standard as a part of the blockchain network (Ethereum or equivalent), enabling the owner to act pursuant to information presented on the TGE;
 - (ix) **Dissolution Event** – means a voluntary termination of the operations of the Company, or any other liquidation, dissolution or winding up of the Company, whether voluntary or involuntary;
 - (x) **Purchase Amount** – means the amount in USD or an equivalent amount in USD Stablecoin which means a term referring to the value assets as stablecoin under the Tether (USDT) project (www.tether.to) or Coinbase (USD Coin) project (www.coinbase.com/usdc), the value of which is essentially tied 1:1 to the US dollar (USD) - to be paid by the Recipient within the Agreement validity period.

§ 3. DISCLAIMERS ON TOKENS

1. By joining the Pre-Sale Tokens, the Recipient confirms that he/she has read the Agreement, and in particular the mechanisms of software functioning and applications based on the blockchain technology, and the risk of losing all invested funds. The Agreement constitutes a binding agreement between the Recipient and the Company.

2. The Recipient represents that as a part of the Pre-Sale Tokens, the Recipient acts on his/her own and on his/her own behalf, and in particular does not act for the benefit of a person or entity being a citizen or a resident of countries where law restricts or prohibits participation in processes collectively and commonly referred to as the Initial Coin Offering or classifies the tokens distribution process only as issuing of financial instruments or derivative financial instruments within the meaning of relevant national acts in particular but not exclusively:
 - (i) **RESIDENTS OF THE UNITED STATES** – THE PRE-SALE (OFFER) AND THE SALE OF THE TOKENS HAVE NOT BEEN REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED (“THE SECURITIES ACT”), OR ANY OTHER SECURITIES LAW OF CERTAIN STATES. THE TOKEN MAY NOT BE OFFERED, SOLD OR OTHERWISE TRANSFERRED, PLEDGED OR HYPOTHECATED EXCEPT AS PERMITTED UNDER THE ACT AND APPLICABLE STATE SECURITIES LAWS PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT OR AN EXEMPTION THEREFROM;
 - (ii) **RESIDENTS OF CHINA** – THE RIGHTS ARE NOT BEING OFFERED OR SOLD AND MAY NOT BE OFFERED OR SOLD, DIRECTLY OR INDIRECTLY, WITHIN THE PEOPLE’S REPUBLIC OF CHINA (FOR SUCH PURPOSES, EXCLUDING THE HONG KONG AND MACAU SPECIAL ADMINISTRATIVE REGIONS OR TAIWAN), EXCEPT AS PERMITTED BY REGULATIONS OF THE PEOPLE’S REPUBLIC OF CHINA;
 - (iii) **RESIDENTS OF THE UNITED ARAB EMIRATES** – THE PRE-SALE (OFFER) AND SALE OF THE TOKENS HAVE NOT BEEN REGISTERED UNDER THE RELEVANT FINANCIAL INSTRUMENTS LAWS OF THE UNITED ARAB EMIRATES. NO SALE OF TOKENS SHALL BE MADE TO THE PUBLIC IN THE UNITED ARAB EMIRATES;
 - (iv) **RESIDENTS OF ALL OTHER JURISDICTIONS** – YOU ARE REQUIRED TO INFORM YOURSELF ABOUT, AND TO OBSERVE ANY RESTRICTIONS RELATING TO, THE SAFT, THE TOKENS AND ANY RELATED DOCUMENTS IN YOUR JURISDICTION.
3. Recipient acknowledges and agrees without qualification that neither the SAFT nor the Tokens being sold hereunder have been registered or qualified under the securities Laws of any jurisdiction anywhere in the world. It is being offered and sold only in jurisdictions where such registration or qualification is not required, including, without limitation, pursuant to applicable exemptions that generally limit the Recipients who are eligible to (i) enter into a SAFT and that restrict its transfer, assignment or resale; and/or (ii) acquire Tokens and that restrict their transfer, assignment or resale.
4. The Recipient acknowledges and accepts that the Token is not: (i) a document issued by name, on request or issued to the bearer, as well as a financial instrument and a participation unit nor an investment certificate within the meaning of the relevant national law at the place of the headquarters of the Company; (ii) a packaged retail investment product within the meaning of Article 4 of the Regulation (EU) No 1286/2014 of the European Parliament and of the Council of November 26, 2014 on key information documents for packaged retail and insurance-based investment products (PRIIPs) and is not under any provisions of law provided by the state.
5. The Recipient acknowledges and accepts that: (i) the Company is under no obligation to update and maintain the Information Materials. The Information Materials are for general information purposes only; may be amended by the Company from time to time without notice to the Recipient; and does not form any part of the Agreement or understanding (or otherwise) between the Parties; (ii) the Company may at any time, in its sole discretion, modify the design to which the Tokens relate, the manner and terms of the Tokens; the integration of the Tokens into the Platform’s design and functionality; the timing, manner and terms of allocation of Tokens; and the design, manner and provisions of the Information Materials; (iii) the Company does not offer any services related to securities, and that the Company is not an entity transferring any money to Recipient or other persons or third parties. The Company does not provide investment, financial, tax or legal advice. Any information and applications indicated herein do not constitute investment advice, financial advice, commercial advice or any other type of advice. Any investments under the Agreement or information provided or made public by the Company, are available only to (and the investment activity to which it relates will be engaged only with) relevant persons - the Recipients.

§ 4. TOKEN GENERATION EVENT (TGE)

1. If there is a Token Generation Event before the expiration or termination of the Agreement, the Company automatically issues to the Recipient a number of Tokens equal to the Purchase Amount divided by the Price per Token which is indicated in the Form.

2. The Company reserves the right, at its sole discretion, to conduct TGE before the date indicated in the Form. The date specified in the Form should be treated only as an indicative date which may be shortened or extended pursuant to § 11 (2) of this Agreement.
3. The Tokens to be issued to the Recipient and the price to be paid by the Recipient are each time specified in the Form.
4. In connection with the issuance of the Tokens by the Company to the Recipient pursuant to § 4 (1): (i) The Recipient shall execute and deliver to the Company or entities cooperating with the Company all documents required by the Company in connection with this Agreement, as reasonably requested by the Company, in particular including the KYC/AML procedure, i.e. verification of the Recipient status under the applicable laws; and (ii) the Recipient shall provide the Company with a wallet address (ERC-20 standard compliant) that will be entitled to claim Tokens in accordance herewith and the Form.
5. The Company does not in any way process or store access data enabling the management of the Tokens, including Recipient's private keys. The Recipient is obliged to protect data used to access the Tokens, including data necessary to access the third party's application, because in the event of their loss, the Company shall not recover any data. In the event of loss of access data, including in particular private keys, the Recipient may lose all acquired Tokens, assigned to indicated wallet address, for which the Company shall not be liable. Any results of unauthorized acquisition of the password, keys or other data enabling the access to the Tokens belonging to the Recipient are not the liability of the Company.
6. The Recipient is obliged to determine how and according to which legal acts the taxation shall be carried out in connection with the purchase of the Tokens and to pay the tax to the competent tax authorities for a particular Recipient. The Company is not liable in any way for incorrect tax settlement of the Recipient due to the purchase of the Tokens.
7. Notwithstanding anything to the contrary contained herein, the Company may determine in its sole and absolute discretion at any time prior to the TGE to not transfer all or any of the purchased Tokens to the Recipient and shall in such event repay to the Recipient the relevant portion of the Purchase Amount in the currency in which it was received by the Company from the Recipient.

§ 5. KYC/AML PROCEDURE

1. The Company or cooperating entities in connection with the acquisition of Tokens by the Recipient or in connection with the Recipient entering into the Pre-Sale, may verify the Recipient to the extent specified in the relevant international acts on counteracting money laundering and terrorist financing (AML). Pursuant to legal requirements, the entity performing such verification may perform it again in the event of statutory premises, also in accordance with the internal security procedure.
2. All information relating to the details of the Recipient required by the Company due to its obligations under the KYC/AML procedure shall be indicated on the Platform.
3. The Recipient declares that the funds transferred by him/her to the Company for the purchase of the Tokens (as Purchase Amount) come from a legal source, and in the event of reservations on the part of the Company as to the source of the funds, the Recipient undertakes to provide relevant documents showing the source of such a transaction.
4. The Parties agree that the Company verifies information and data submitted by the Recipient in order to verify it (KYC) to exclude the suspicion of money laundering or terrorism financing, and the Company may summon the Recipient to draw up and supply the Company with documents or to provide information, such documents and information are required for the proper performance of the Agreement by the Company and ensuring compliance with legal provisions, in particular to verify the status of the Recipient.

§ 6. PAYMENT OF THE PURCHASE AMOUNT

1. Recipient acknowledges and agrees that it is required to meet certain requirements in order to participate in this Agreement, including the Recipient's residency and citizenship requirements, as well as compliance with the terms and conditions for the sale of the Tokens.
2. The Purchase Amount shall be paid to the Company in cryptocurrency (USDT or other indicated in the Form) to the wallet address indicated on the Form. Any payments made to another wallet address, will not be accepted by the Company and may result in the loss of funds by the Recipient.
3. Recipient hereby agrees to purchases that number of purchased Tokens for an aggregate purchase price equal to the Purchase Amount, each as set forth in the Form (subject to

transaction fees and Gas Fees). Blockchain networks require the payment of a transaction fee ("Gas Fee") for every transaction that occurs on the blockchain networks. Recipient acknowledges and accepts that all transactions in blockchain technology are final and it is not possible to return.

4. The Company reserves the right, in its sole and absolute discretion and without notice, to rescind, terminate, accept or reject the Recipient's investment in whole or in part, along with this SAFT for any reason and for no reason. Without limiting any of the foregoing, the valid execution of this SAFT shall be conditioned upon the following terms being met: (i) Recipient's delivery of the Purchase Amount to the Company's Wallet specified in the Form, which will hold the Purchase Amount for the benefit of the Company as it relates to the offering, in the manner and method provided in the Company's offering disclosures; and (ii) the Company counter-signing this Agreement.
5. The Parties agree that the Purchase Amount shall be paid by the Recipient to the Company to the term specified in the Form. Parties agree that the term defined in the Form is the ultimate term of payment.
6. If the Recipient fails to pay the Purchase Amount in the defined term, according to the provisions hereof and specified in the Form, the Company has unlimited and express right of refusal to sell and issue (transfer) the Tokens to the Recipient and is entitled to sell Tokens to another Recipient at the Company's own discretions. In the above situation, the Agreement shall be terminated immediately.

§ 7. WALLET ADDRESS

1. The Recipient acknowledges that the wallet address indicated by him/her in the Form shall not be an exchange address (including an address registered on a cryptocurrency exchange). Accordingly, the Recipient represents that the ERC-20 wallet address indicated by the Recipient in the Form is consistent with the foregoing. If the wallet address indicated by the Recipient at the time of issuance of the Tokens proves to be incorrect or inconsistent with the foregoing, the Company shall have no liability therefor and shall not be obligated to refund to the Recipient, including the Purchase Amount indicated in the Form.
2. In the event of any misstatement relating to the incorrect wallet address indicated by the Recipient, the Recipient acknowledges and fully accepts that the Recipient is solely responsible for any potential loss (including financial loss) and shall not make any claim against the Company.
3. The Recipient fully understands and acknowledges that the wallet address indicated in the Form, shall be his own wallet address, and not the address of a wallet of another person.
4. The Recipient understands that the blockchain technology is a new technology and accepts all market and technological risks related to the purchase and transfer of the Tokens.
5. Tokens shall be transferred to the Recipient according to the vesting schedule described in § 8 hereof.

§ 8. CLAIMING OF THE TOKENS

1. The Parties agree that Tokens shall be made available to claim form on the Company designated claiming Platform (<https://revived.game/> or equivalent).
2. Tokens shall be sent directly to Recipient's wallet after successful claim.
3. The Company reserves the right to announce the distribution procedure closer to the TGE event, about which the Recipient shall be informed, including in the sense of information made available on the Platform or the information sent to the Recipient's e-mail address. The Recipient hereby declares that it knows the URL of the Platform operated by the Company.
4. The allocation stages (payout schedule) for the dedicated pool, including the Tokens being the subject of this SAFT are available on the Platform. The details regarding lockup, periods, time of vesting, percentage of unlock and every other detail (excluding Token price) may be subject to change. The current details shall be available via the Company platform www.revived.game. The Recipient agrees to any changes referred to in this section and waives any claims in this regard.

§ 9. RESIGNATION AND FORFEITURE RIGHT TO WITHDRAWAL

1. Due to the close connection of the Tokens with financial markets over which the Company has no control, the Recipient acknowledges and accepts that the rights to withdraw from the agreement within the meaning of withdrawing from the Purchase of the Tokens shall be excluded. The Recipient acknowledges and accepts that all transactions related to the Purchase of the Tokens are final and it is not possible to return the acquired (purchased) Tokens, and the Recipient is not

entitled, under any circumstances, to seek a repayment of their money by the Company paid for the Tokens.

2. The Recipient represents that he/she is familiar herewith, the Tokens Pre-Sale and its mechanism, also the Recipient has obtained all necessary information and data that he/she considers sufficient to decide on purchasing the Tokens, and that he/she has extensive knowledge in the field of functioning, use or usability of software and applications based on the blockchain technology. The Recipient is solely responsible for determining whether the decision to purchase the Tokens and sign the Agreement is proper. If the Recipient has doubts about the functioning of the blockchain technology, cryptocurrencies or the rules for purchasing the Tokens, he/she should contact legal, tax or investment adviser before purchasing the Tokens.

§ 10. DISSOLUTION EVENT

1. If there is a Dissolution event before the Agreement expires or terminates, the Company shall pay after the payment of all other creditors, an amount equal to the Purchase Amount (the "Returned Purchase Amount"), due and payable to the Recipient immediately prior to, or concurrent with, the occurrence of the Dissolution Event, to the extent funds are lawfully available and prior to paying any amounts to any equity holders of the Company.
2. If immediately prior to the occurrence of the Dissolution Event, the assets of the Company that remain lawfully available for payment to the Recipient and all holders of all other SAFTs (collectively, the "SAFT Parties"), as determined in good faith by the Company's board of directors, are insufficient to permit the payment to the SAFT Parties of their respective Returned Purchase Amounts, then the remaining assets of the Company lawfully available for payment shall be paid with equal priority and pro rata among the SAFT Parties based on the relative value (in the Purchase Amount currency of the Tokens as set out herein) of each SAFT Party's respective Purchase Amount on the date of receipt by the Company of such Purchase Amount and calculated by reference, as applicable, to the applicable exchange rate as at such date (and the claims of the Recipient against the Company shall abate accordingly and any further claims of the Recipient on the Company shall be extinguished). The Company will make commercially reasonable efforts but shall not be required to pay the Returned Purchase Amount to the Recipient in the original currency of the Purchase Amount.
3. In case of the Dissolution Event the Company shall refund to the Recipient an amount equivalent to the Purchase Amount in accordance with the Form. At the same time, the Recipient agrees to deduct exchange rate differences, if any, on refund by the Company.

§ 11. TERMINATION OF THE AGREEMENT

1. This Agreement expires and terminates upon the earlier of: (i) the issuance of the Tokens to the Recipient as specified herein; (ii) the occurrence of a situation referred to in § 10 (Dissolution Event) or in any other situation referred to in this Agreement (e.g. submission of incorrect data by the Recipient or illegal activity); (iii) or if the Token has not been release in accordance with the date indicated in the Form (Token Generation Event). At the same time, the Company reserves the right to extend the Token Generation Event (TGE) deadline indicated in the Form by an additional 6 (in words: six) months, at its sole discretion.
2. Upon termination of this Agreement by the Company for any reason, and without prejudice to any other rights or remedies the Company may have against the Recipient, all of the Recipient's rights under this Agreement shall immediately terminate and the Recipient shall not be entitled to (i) a refund of any Purchase Amount paid, or (ii) the transfer, or further transfer, of any Tokens.
3. The Parties shall have the right to terminate this Agreement by mutual agreement of the Parties, concluded in form specified in § 14 hereof, otherwise shall be null and void.

§ 12. RISKS AND LEGAL DISCLAIMERS

1. The purchase of Tokens carries various risks (indicated in this Agreement), which may result in particular in the loss of the entire capital (the Purchase Amount). The Recipient hereby represents that he/she has read the Agreement and that it is fully understood and that he/she has considered and accepted all risks associated with the operation of the ERC-20 Tokens, including but not limited to: (i) Operational risk – i.e. the risk of potential losses caused by failures of IT processes or systems, including potential hacker attacks or human errors. In order to minimize losses, the Company constantly monitors the correct functioning of the security systems. In addition, the Company uses other safeguards adequate to the conducted activity, which enable the identification of threats before they materialize and the potential possibility of avoiding possible errors, failures or attacks; (ii) Changes in the tax and legal environment – future changes in tax

law and different interpretations of the law by tax authorities and courts may not be ruled out. In this respect, unfavourable changes in tax law may have a negative impact on the Company's business activities. It should be noted that the Company has no influence on the above, therefore, out of extreme caution, the Company reserves the right to change the tax jurisdiction and the entity through which Tokens distribution is carried out (§ 14 hereof); (iii) The risk of return – in any business procedure, there is a risk that the expected return may be less than the amount the Recipient would like or would have obtained by purchasing other assets; (v) Risks associated with extreme price fluctuations – the prices of blockchain assets are extremely volatile. Fluctuations in the price of other digital assets could materially and adversely affect the value of the Tokens, which may also be subject to significant price volatility. The Company cannot guarantee that the Recipient will not lose money (including the Purchase Amount).

2. The Company, its directors, officers, employees and/or agents shall not be liable for any action taken or failure to act in connection with the implementation of the TGE or for any loss suffered by the Recipient, unless such loss arises from fraud or gross negligence from the Company. The Recipient does hereby to the fullest extent permitted by applicable Law indemnify, defend and hold the Company Parties harmless from and against any and all loss, penalty, claim, damage, liability or expense whatsoever (including reasonable attorneys' fees and disbursements) due to or arising out of or based upon any inaccurate representation or warranty made by the Recipient, or breach or failure by the Recipient to comply with any covenant or agreement made by the Recipient in this Agreement or in any other document furnished by the Recipient to any of the foregoing in connection with this Agreement.
3. The Recipient does not hold any claims against the Company for any losses or any special, incidental, or consequential damages arising from, or in any way connected, to the sale of the Tokens, including losses associated with the financial risks. To the fullest extent permitted by applicable Law (i) in no event will any Company Party be liable for any indirect, special, incidental, consequential, or exemplary damages of any kind (including, but not limited to, where related to loss of revenue, income or profits, loss of use or data, or damages for business interruption) arising out of or in any way related to this Agreement, the Tokens or the use of the Platform, regardless of the form of action, whether based in contract, tort or any other legal or equitable claim (even if the party has been advised of the possibility of such damages and regardless of whether such damages were foreseeable); and (ii) in no event will the aggregate liability of the Company Parties, whether in contract, tort or other legal or equitable claim, arising out of or relating to this Agreement, the Tokens or the use of the Platform exceed the amount the Recipient pays to the Company hereunder. The Company also is not liable for changes in the value of the Tokens resulting in a profit or a loss.

§ 13. PERSONAL DATA

1. The administrator of the Recipient's personal data is the Company with its registered office in British Virgin Islands and all the entities to which the Company entrusts the processing of personal data on the basis of separate agreements in accordance with personal data processing and privacy policy applied by the Company.
2. The Recipient's personal data shall be processed in accordance with the requirements of applicable law, including in particular the British Virgin Islands Privacy Laws regarding the security of personal data.
3. The Recipient's personal data shall be processed for the purpose of performing this Agreement and the Recipient consents to the processing of his personal data by the Company and its cooperating entities.
4. Detailed information regarding the Company's processing of personal data is available on the Platform in the Privacy Policy.

§ 14. MISCELLANEOUS

1. The Agreement shall be governed, interpreted, and construed in accordance with the laws of the British Virgin Islands.
2. The Parties unanimously agree that the signing of this Agreement, as well as any modification thereof, shall be made possible by the use of physical or electronic signature (e.g. DocUSign - www.docusign.com or any equivalent mutually selected by the Parties) under pain of nullity.
3. This Agreement sets forth the entire agreement and understanding of the parties relating to the subject matter herein and supersedes all prior or contemporaneous disclosures, discussions, understandings and agreements, whether oral or written, between them. This Agreement is one of a series of similar instruments entered into by the Company from time to time.

4. Any notice required or permitted by this Agreement shall be deemed sufficient when sent by email to the relevant address specified in the Form.
5. The Parties shall first try to resolve any disputes that may arise out of this Agreement amicably, by mutual arrangements made using the e-mail addresses specified in Part A hereof. The Parties agree that an amicable dispute resolution procedure should end not later than 60 days after a claim is filed to the e-mail address specified by one of the Parties hereto. The Parties acknowledge and agree that an amicable dispute resolution procedure is a condition precedent that must be fulfilled before any proceedings can be initiated.
6. If the condition in § 14(4) is fulfilled and if the dispute is not resolved amicably by the specified deadline, the provisions hereof shall be resolved by a Court competent for the current registered address of the Company. At the same time, the Recipient acknowledges and accepts that disputes arising therefrom may only be considered on the basis of an individual case of the Recipient. In no way is the Company obliged to settle disputes as collective cases or collective actions.
7. The Company has the right to assign all rights and obligations to another entity that may run the project or cooperate within it, including transferring the rights and obligations to another, newly established company as a result of the transformation for which the Recipient hereby expresses a irrevocable consent. The Recipient has the right to assign all or part of the rights and obligations to another entity only after Company consent is expressed in writing, otherwise shall be null and void. The above obligation with respect to the Recipient does not apply to the sale of the Tokens after TGE on the secondary market to another third party.
8. Should any of the provisions of the Agreement be unlawful, unfeasible or otherwise invalid, the Agreement remains effective, whereas such provision shall be considered non-existent or shall be replaced by the Parties with another valid provision. In this case, the remaining part of the Agreement shall remain effective.
9. The Parties mutually agree that signing this Agreement, as well as its modifications, shall be in documentary form, otherwise being null and void. Any signature made in such form of electronic transmission shall be deemed an original and create a valid and binding obligation of the executing party with the same force and effect as a physically delivered signature.
10. This Agreement has been concluded in the English language in two duplicate copies, one for each Party.

COMPANY

RECIPIENT