

## **GENERAL NOTICE**

ANIMAL TOKENS (“ANML” OR THE “**TOKENS**”) ARE NOT BEING OFFERED OR DISTRIBUTED TO ANY RESIDENT OF OR ANY PERSON LOCATED OR DOMICILED WHERE SUCH OFFERING IS PROHIBITED, RESTRICTED OR UNAUTHORIZED IN ANY FORM OR MANNER WHETHER IN FULL OR IN PART UNDER THE LAWS, REGULATORY REQUIREMENTS OR RULES IN SUCH JURISDICTIONS. THE OFFER AND SALE OF THE TOKENS DESCRIBED HEREUNDER HAS NOT BEEN REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED (“**SECURITIES ACT**”) OR UNDER THE SECURITIES LAWS OF ANY STATE OR FOREIGN JURISDICTION. THIS OFFERING IS BEING MADE ONLY OUTSIDE THE UNITED STATES TO NON-U.S. PERSONS (AS DEFINED IN SECTION 902 OF REGULATION S UNDER THE SECURITIES ACT) (AND ONLY IN JURISDICTIONS WHERE SUCH OFFER AND SALE IS PERMITTED UNDER APPLICABLE LAW) IN RELIANCE ON REGULATION S UNDER THE SECURITIES ACT. THE TOKENS MAY NOT BE OFFERED, SOLD OR OTHERWISE TRANSFERRED, PLEDGED OR HYPOTHECATED EXCEPT AS PERMITTED UNDER THE SECURITIES ACT AND APPLICABLE STATE AND FOREIGN SECURITIES LAWS PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT OR AN EXEMPTION THEREFROM. THEREFORE, PURCHASERS OF THIS INSTRUMENT WILL BE REQUIRED TO BEAR THE RISK OF THEIR PURCHASE FOR AN INDEFINITE PERIOD OF TIME.

## **NOTICE TO RESIDENTS OF THE EUROPEAN ECONOMIC AREA (“EEA”)**

IN RELATION TO EACH MEMBER STATE OF THE EEA, NO OFFER OF SECURITIES MAY BE MADE TO THE PUBLIC IN THAT MEMBER STATE EXCEPT: (A) TO ANY LEGAL ENTITY WHICH IS A QUALIFIED INVESTOR AS DEFINED IN THE PROSPECTUS DIRECTIVE; (B) TO FEWER THAN 150 NATURAL OR LEGAL PERSONS (OTHER THAN QUALIFIED INVESTORS AS DEFINED IN THE PROSPECTUS DIRECTIVE) AS PERMITTED UNDER THE PROSPECTUS DIRECTIVE; OR (C) UNDER ANY OTHER CIRCUMSTANCES FALLING WITHIN ARTICLE 3(2) OF THE PROSPECTUS DIRECTIVE, PROVIDED THAT NO SUCH OFFER OF SECURITIES WILL REQUIRE THE ISSUER TO PUBLISH A PROSPECTUS PURSUANT TO ARTICLE 3 OF THE PROSPECTUS DIRECTIVE, OR SUPPLEMENT A PROSPECTUS PURSUANT TO ARTICLE 16 OF THE PROSPECTUS DIRECTIVE.

THE TOKENS NOT INTENDED TO BE OFFERED, SOLD OR OTHERWISE MADE AVAILABLE TO AND SHOULD NOT BE OFFERED, SOLD OR OTHERWISE MADE AVAILABLE TO ANY RETAIL INVESTOR IN THE EEA. FOR THESE PURPOSES, A RETAIL INVESTOR MEANS A PERSON WHO IS ONE (OR MORE) OF: (I) A RETAIL CLIENT AS DEFINED IN POINT (11) OF ARTICLE 4(1) OF DIRECTIVE 2014/65/EU (“**MIFID II**”); OR (II) A CUSTOMER WITHIN THE MEANING OF DIRECTIVE 2002/92/EC, WHERE THAT CUSTOMER WOULD NOT QUALIFY AS A PROFESSIONAL CLIENT AS DEFINED IN POINT (10) OF ARTICLE 4(1) OF MIFID II; OR (III) NOT A QUALIFIED INVESTOR AS DEFINED IN THE PROSPECTUS DIRECTIVE. CONSEQUENTLY NO KEY INFORMATION DOCUMENT IS REQUIRED BY REGULATION (EU) NO 1286/2014 (THE “**PRIIPS REGULATION**”) FOR OFFERING OR SELLING THE TOKENS OR OTHERWISE MAKING IT AVAILABLE TO RETAIL INVESTORS IN THE EEA HAS BEEN PREPARED AND THEREFORE OFFERING OR SELLING THE TOKENS OR OTHERWISE MAKING IT AVAILABLE TO ANY RETAIL INVESTOR IN THE EEA MAY BE UNLAWFUL UNDER THE PRIIPS REGULATION. IT IS A CONDITION OF YOU RECEIVING

AND RETAINING THIS DOCUMENT THAT YOU WARRANT THAT YOU ARE A QUALIFIED INVESTOR.

FOR THE PURPOSES OF THIS NOTICE, THE EXPRESSION AN “OFFER TO THE PUBLIC” IN RELATION TO ANY SECURITIES IN ANY MEMBER STATE MEANS THE COMMUNICATION IN ANY FORM AND BY ANY MEANS OF SUFFICIENT INFORMATION ON THE TERMS OF THE OFFER AND THE SECURITY BEING OFFERED SO AS TO ENABLE AN INVESTOR TO DECIDE TO PURCHASE THE SECURITY, AS THE SAME MAY BE VARIED IN THAT MEMBER STATE BY ANY MEASURE IMPLEMENTING THE PROSPECTUS DIRECTIVE IN THAT MEMBER STATE. THE EXPRESSION “PROSPECTUS DIRECTIVE” MEANS DIRECTIVE 2003/71/EC (AS AMENDED, INCLUDING BY DIRECTIVE 2010/73/EU), AND INCLUDES ANY RELEVANT IMPLEMENTING MEASURE IN ANY MEMBER STATE.

### **NOTICE TO RESIDENTS OF THE UNITED KINGDOM**

TO THE EXTENT THE AGREEMENT IS A TRANSFERABLE SECURITY IN THE UNITED KINGDOM, THIS AGREEMENT IS BEING DISTRIBUTED ONLY TO, AND IS DIRECTED ONLY AT (AND ANY INVESTMENT ACTIVITY TO WHICH IT RELATES WILL BE ENGAGED ONLY WITH): (I) INVESTMENT PROFESSIONALS (WITHIN THE MEANING OF ARTICLE 19(5) OF THE FINANCIAL SERVICES AND MARKETS ACT 2000 (FINANCIAL PROMOTION) ORDER 2005 AS AMENDED (THE “**FPO**”)); (II) PERSONS OR ENTITIES OF A KIND DESCRIBED IN ARTICLE 49 OF THE FPO; (III) CERTIFIED SOPHISTICATED INVESTORS (WITHIN THE MEANING OF ARTICLE 50(1) OF THE FPO); AND (IV) OTHER PERSONS TO WHOM IT MAY OTHERWISE LAWFULLY BE COMMUNICATED (ALL SUCH PERSONS TOGETHER BEING REFERRED TO AS “**RELEVANT PERSONS**”).

THIS AGREEMENT HAS NOT BEEN APPROVED BY AN AUTHORISED PERSON. ANY INVESTMENT TO WHICH THIS AGREEMENT RELATES IS AVAILABLE ONLY TO (AND ANY INVESTMENT ACTIVITY TO WHICH IT RELATES WILL BE ENGAGED ONLY WITH) RELEVANT PERSONS. THIS AGREEMENT IS DIRECTED ONLY AT RELEVANT PERSONS AND PERSONS WHO ARE NOT RELEVANT PERSONS SHOULD NOT TAKE ANY ACTION BASED UPON THIS AGREEMENT AND SHOULD NOT RELY ON IT. IT IS A CONDITION OF YOU RECEIVING AND RETAINING THIS AGREEMENT THAT YOU WARRANT TO THE COMPANY, ITS MANAGERS, AND ITS OFFICERS THAT YOU ARE A RELEVANT PERSON.

### **NOTICE TO RESIDENTS OF THE CAYMAN ISLANDS**

THIS AGREEMENT DOES NOT CONSTITUTE A PUBLIC OFFER OF SECURITIES, WHETHER BY WAY OF SALE OR SUBSCRIPTION, IN THE CAYMAN ISLANDS. NO SOLICITATION MAY BE MADE TO THE PUBLIC IN THE CAYMAN ISLANDS TO PURCHASE THE SECURITIES OFFERED HEREBY, AND THIS AGREEMENT MAY NOT BE ISSUED OR PASSED TO ANY SUCH PERSON.

### **NOTICE TO RESIDENTS OF CHINA**

PERSONS DOMICILED IN OR PURCHASING FROM THE PEOPLE’S REPUBLIC OF CHINA (EXCLUDING THE SPECIAL ADMINISTRATIVE REGIONS OF HONG KONG AND MACAU, AND THE ISLAND OF TAIWAN) ARE EXCLUDED FROM PURCHASING, EITHER DIRECTLY OR INDIRECTLY, THE AGREEMENT.

## **NOTICE TO RESIDENTS OF HONG KONG**

THE CONTENTS OF THIS AGREEMENT HAVE NOT BEEN REVIEWED OR APPROVED BY ANY REGULATORY AUTHORITY IN HONG KONG. YOU ARE ADVISED TO EXERCISE CAUTION IN RELATION TO THIS OFFER. IF YOU ARE IN ANY DOUBT ABOUT ANY OF THE CONTENTS OF THIS AGREEMENT, YOU SHOULD OBTAIN INDEPENDENT PROFESSIONAL ADVICE. THIS AGREEMENT DOES NOT CONSTITUTE AN OFFER OR INVITATION TO THE PUBLIC IN HONG KONG TO ACQUIRE THE TOKENS BEING OFFERED HEREIN. ACCORDINGLY, UNLESS PERMITTED BY THE LAWS OF HONG KONG, NO PERSON MAY ISSUE OR HAVE IN ITS POSSESSION FOR THE PURPOSES OF ISSUE, THIS AGREEMENT RELATING TO THE TOKENS BEING OFFERED, WHETHER IN HONG KONG OR ELSEWHERE, WHICH IS DIRECTED AT, OR THE CONTENTS OF WHICH ARE LIKELY TO BE ACCESSED OR READ BY, THE PUBLIC IN HONG KONG OTHER THAN IN CIRCUMSTANCES WHICH DO NOT RESULT IN THIS AGREEMENT CONSTITUTING A “PROSPECTUS” AS DEFINED IN THE COMPANIES (WINDING UP AND MISCELLANEOUS PROVISIONS) ORDINANCE OF HONG KONG (CAP. 32 OF THE LAWS OF HONG KONG) (THE “C(WUMP)O”) OR WHICH DO NOT CONSTITUTE AN OFFER OR AN INVITATION TO THE PUBLIC FOR THE PURPOSES OF THE SECURITIES AND FUTURES ORDINANCE (CAP. 571 OF THE LAWS OF HONG KONG) OR THE C(WUMP)O. THE OFFER OF THE TOKENS IS PERSONAL TO THE PERSON TO WHOM THIS AGREEMENT HAS BEEN DELIVERED, AND THE TOKENS WILL ONLY BE ACCEPTED BY SUCH PERSON. NO PERSON TO WHOM A COPY OF THIS AGREEMENT IS ISSUED MAY ISSUE, CIRCULATE OR DISTRIBUTE THIS AGREEMENT IN HONG KONG OR MAKE OR GIVE A COPY OF THIS AGREEMENT TO ANY OTHER PERSON.

## **NOTICE TO PROSPECTIVE PURCHASERS IN AUSTRALIA**

NEITHER THIS AGREEMENT, NOR ANY OTHER DISCLOSURE DOCUMENT IN RELATION TO THE OFFER OR SALE OF THE AGREEMENT OR RIGHTS UNDER THE AGREEMENT, HAS BEEN, WILL BE, OR NEEDS TO BE, LODGED WITH THE AUSTRALIAN SECURITIES & INVESTMENTS COMMISSION. THIS AGREEMENT IS NOT A PRODUCT DISCLOSURE STATEMENT UNDER DIVISION 2 OF PART 7.9 OF THE CORPORATIONS ACT 2001 (CTH) (“AUSTRALIAN CORPORATIONS ACT”) NOR IS IT A PROSPECTUS UNDER CHAPTER 6D OF THE AUSTRALIAN CORPORATIONS ACT, AND THE AGREEMENT HAS NOT BEEN, AND WILL NOT BE, REGISTERED AS A MANAGED INVESTMENT SCHEME UNDER THE AUSTRALIAN CORPORATIONS ACT.

THIS AGREEMENT IS NOT REQUIRED TO, AND DOES NOT, CONTAIN ALL THE INFORMATION WHICH WOULD BE REQUIRED IN A DISCLOSURE AGREEMENT OR PRODUCT DISCLOSURE STATEMENT, OR ALL THE INFORMATION THAT A PROSPECTIVE INVESTOR MAY DESIRE OR SHOULD OBTAIN IN ORDER TO MAKE AN INFORMED INVESTMENT DECISION. BY ACCEPTING RECEIPT OF THIS AGREEMENT, YOU REPRESENT AND WARRANT THAT YOU ARE A “SOPHISTICATED INVESTOR” AS DEFINED UNDER SECTION 708(8) OF THE CORPORATIONS ACT OR A “PROFESSIONAL INVESTOR” UNDER SECTION 708(11) OF THE CORPORATIONS ACT AND A “WHOLESALE CLIENT” UNDER SECTION 761G OF THE CORPORATIONS ACT. THE ISSUER OF THIS AGREEMENT IS NOT REGISTERED AS A MANAGED INVESTMENT SCHEME UNDER THE CORPORATIONS ACT. ANY PERSON TO WHOM THIS AGREEMENT IS ISSUED MUST NOT, WITHIN 12 MONTHS AFTER SUCH ISSUE, OFFER, TRANSFER OR ASSIGN THIS AGREEMENT TO

PERSONS IN AUSTRALIA EXCEPT IN CIRCUMSTANCES WHERE DISCLOSURE TO SUCH PERSONS IS NOT REQUIRED UNDER THE CORPORATIONS ACT.

NO PERSON REFERRED TO IN THIS AGREEMENT HOLDS AN AUSTRALIAN FINANCIAL SERVICES LICENCE.

NEITHER THIS AGREEMENT, THE OFFERS CONTAINED HEREIN NOR ANY OTHER DISCLOSURE AGREEMENT IN RELATION TO THE AGREEMENT CAN BE PARTIALLY OR WHOLLY DISTRIBUTED, PUBLISHED, REPRODUCED, TRANSMITTED OR OTHERWISE MADE AVAILABLE OR DISCLOSED BY RECIPIENTS TO ANY PERSON IN AUSTRALIA OTHER THAN PROFESSIONAL INVESTORS.

#### **NOTICE TO RESIDENTS OF GERMANY**

IN THE FEDERAL REPUBLIC OF GERMANY THIS AGREEMENT IS DISTRIBUTED ONLY TO, AND IS DIRECTED ONLY AT, QUALIFIED INVESTORS WITHIN THE MEANING OF THE PROSPECTUS DIRECTIVE, THAT PROFESSIONALLY OR COMMERCIALY PURCHASE OR SELL SECURITIES OR INVESTMENT PRODUCTS (*VERMÖGENSANLAGEN*) WITHIN THE MEANING OF THE GERMAN INVESTMENT PRODUCT ACT (*VERMÖGENSANLAGENGESETZ*) FOR THEIR OWN ACCOUNT OR FOR THE ACCOUNT OF OTHERS. NO SECURITIES PROSPECTUS (*WERTPAPIERPROSPEKT*) OR INVESTMENT PRODUCT PROSPECTUS (*VERMÖGENSANLAGENVERKAUFSPROSPEKT*) HAS BEEN OR WILL BE FILED WITH THE GERMAN FEDERAL FINANCIAL SUPERVISORY AUTHORITY (BAFIN) OR OTHERWISE PUBLISHED IN THE FEDERAL REPUBLIC OF GERMANY. NO PUBLIC OFFER OR DISTRIBUTION OF COPIES OF ANY AGREEMENT RELATING TO THE NETWORK OR THE TOKENS INCLUDING THIS AGREEMENT, WILL BE MADE IN THE FEDERAL REPUBLIC OF GERMANY EXCEPT WHERE AN EXPRESS EXEMPTION FROM COMPLIANCE WITH THE PUBLIC OFFER RESTRICTIONS UNDER THE GERMAN SECURITIES PROSPECTUS ACT AND THE INVESTMENT PRODUCT ACT APPLIES.

#### **NOTICE TO RESIDENTS OF FRANCE**

THIS AGREEMENT HAS NOT BEEN PREPARED, AND IS NOT DISTRIBUTED, IN THE CONTEXT OF A PUBLIC OFFERING OF FINANCIAL SECURITIES IN FRANCE WITHIN THE MEANING OF ARTICLE L. 411-1 OF THE FRENCH CODE MONÉTAIRE ET FINANCIER. CONSEQUENTLY, NO FINANCIAL SECURITIES HAVE BEEN OFFERED OR SOLD OR WILL BE OFFERED OR SOLD, DIRECTLY OR INDIRECTLY, TO THE PUBLIC IN FRANCE, AND ANY OFFERING MATERIAL MAY NOT BE, AND WILL NOT BE, DISTRIBUTED OR CAUSED TO BE DISTRIBUTED TO THE PUBLIC IN FRANCE OR USED IN CONNECTION WITH ANY OFFER TO THE PUBLIC IN FRANCE.

OFFERS, SALES AND DISTRIBUTIONS OF SECURITIES WILL BE MADE ONLY TO QUALIFIED INVESTORS (*INVESTISSEURS QUALIFIÉS*) ACTING FOR THEIR OWN ACCOUNT, ALL AS DEFINED IN, AND IN ACCORDANCE WITH, ARTICLES L. 411-2, D. 411-1, D. 744-1 D. 754-1, AND D. 764-1 OF THE FRENCH CODE MONÉTAIRE ET FINANCIER AND APPLICABLE REGULATIONS THEREUNDER.

PROSPECTIVE INVESTORS ARE INFORMED THAT (I) THIS AGREEMENT HAS NOT BEEN AND WILL NOT BE SUBMITTED TO THE CLEARANCE OF THE FRENCH FINANCIAL MARKET AUTHORITY (“**AMF**”), (II) IN COMPLIANCE WITH ARTICLES L. 411-1, D. 411-1, D.

744-1, D. 754-1, AND D. 764-1 OF THE FRENCH CODE MONÉTAIRE ET FINANCIER, ANY QUALIFIED INVESTOR SHOULD BE ACTING FOR ITS OWN ACCOUNT, AND (III) THE DIRECT OR INDIRECT DISTRIBUTION OR SALE TO THE PUBLIC OF SECURITIES MAY ONLY BE MADE IN COMPLIANCE WITH ARTICLES L. 411-1, L. 411-2, L. 412-1, AND L. 621-8 THROUGH L. 621-8-3 OF THE FRENCH CODE MONÉTAIRE ET FINANCIER.

#### **NOTICE TO RESIDENTS OF SWITZERLAND**

THIS AGREEMENT (AND ANY OTHER OFFERING OR MARKETING MATERIAL WITH RESPECT TO THE INVESTMENT ACTIVITY TO WHICH THIS AGREEMENT RELATES) MAY BE DISTRIBUTED OR MADE AVAILABLE IN, INTO OR FROM SWITZERLAND ONLY TO QUALIFIED INVESTORS WITHIN THE MEANING OF THE SWISS COLLECTIVE INVESTMENT SCHEMES ACT (“CISA”), ITS IMPLEMENTING ORDINANCE AND REGULATORY GUIDANCE (EACH SUCH PERSON A “QUALIFIED INVESTOR”). THIS AGREEMENT (NOR ANY OTHER OFFERING OR MARKETING MATERIAL WITH RESPECT TO THE INVESTMENT ACTIVITY TO WHICH THIS AGREEMENT RELATES) HAS NOT BEEN AND WILL NOT BE FILED WITH, OR APPROVED BY, ANY SWISS REGULATORY AUTHORITY. THIS AGREEMENT DOES NOT CONSTITUTE AN OFFER TO SUBSCRIBE FOR, BUY OR OTHERWISE ACQUIRE ANY TOKENS AND IT DOES NOT CONSTITUTE A PROSPECTUS PURSUANT TO THE CISA, THE SWISS CODE OF OBLIGATIONS OR THE LISTING RULES OF ANY TRADING VENUE IN SWITZERLAND. ANY INVESTMENT TO WHICH THIS AGREEMENT RELATES IS AVAILABLE ONLY TO (AND ANY INVESTMENT ACTIVITY TO WHICH IT RELATES WILL BE ENGAGED ONLY WITH) QUALIFIED INVESTORS.

#### **NOTICE TO RESIDENTS OF SINGAPORE**

THE OFFER OR SALE OF THE AGREEMENT DOES NOT RELATE TO A COLLECTIVE INVESTMENT SCHEME WHICH IS AUTHORIZED UNDER SECTION 286 OF THE SECURITIES AND FUTURES ACT (THE “SFA”) OR RECOGNIZED UNDER SECTION 287 OF THE SFA, CHAPTER 289 OF SINGAPORE. THIS AGREEMENT IS NOT AND HAS NOT BEEN REGISTERED AS A PROSPECTUS WITH THE MONETARY AUTHORITY OF SINGAPORE AND, ACCORDINGLY, STATUTORY LIABILITY UNDER THE SFA IN RELATION TO THE CONTENT OF PROSPECTUSES DOES NOT APPLY, AND YOU SHOULD EXERCISE CAUTION IN RELATION TO THE OFFER AND CONSIDER CAREFULLY WHETHER THE PURCHASE OF THE AGREEMENT IS SUITABLE FOR YOU. IF YOU ARE IN ANY DOUBT ABOUT ANY OF THE CONTENTS OF THIS AGREEMENT, YOU SHOULD OBTAIN INDEPENDENT PROFESSIONAL ADVICE.

THIS AGREEMENT AND ANY OTHER AGREEMENT OR MATERIAL IN CONNECTION WITH THE OFFER OR SALE, OR INVITATION FOR SUBSCRIPTION OR PURCHASE, OF THE AGREEMENT MAY NOT BE CIRCULATED OR DISTRIBUTED, NOR MAY THE AGREEMENT BE OFFERED OR SOLD, OR BE MADE THE SUBJECT OF AN INVITATION FOR SUBSCRIPTION OR PURCHASE, WHETHER DIRECTLY OR INDIRECTLY, TO PERSONS IN SINGAPORE OTHER THAN TO AN ACCREDITED INVESTOR, AS SUCH TERM IS DEFINED IN THE SFA.

## **NOTICE TO RESIDENTS OF SOUTH KOREA**

THIS AGREEMENT IS NOT, AND UNDER NO CIRCUMSTANCES IS TO BE CONSTRUED AS, AN OFFERING OF SECURITIES IN SOUTH KOREA UNDER THE FINANCIAL INVESTMENT SERVICES AND CAPITAL MARKETS ACT OF SOUTH KOREA (THE “**FISCMA**”). FOR THE PURPOSE OF THIS NOTICE, THE EXPRESSION “OFFERING” IN RELATION TO ANY SECURITIES UNDER FISCMA MEANS THE INVITATION OF SUBSCRIPTION FOR NEWLY ISSUED SECURITIES TO MORE THAN 50 RETAIL INVESTORS. THE TOKENS HAVE NOT BEEN REGISTERED UNDER THE FISCMA, AND THE TOKENS MAY NOT BE OFFERED, SOLD, TRANSFERRED, PLEDGED OR HYPOTHECATED, DIRECTLY OR INDIRECTLY, OR OFFERED OR SOLD TO ANY PERSON FOR RE-OFFERING OR RE-SALE, DIRECTLY OR INDIRECTLY, IN SOUTH KOREA OR TO ANY RESIDENT OF SOUTH KOREA.

## **NOTICE TO RESIDENTS OF TAIWAN**

THIS AGREEMENT MAY BE MADE AVAILABLE OUTSIDE TAIWAN FOR PURCHASE OUTSIDE TAIWAN BY TAIWAN RESIDENT INVESTORS, BUT MAY NOT BE OFFERED OR SOLD IN TAIWAN.

THIS AGREEMENT IS NOT A SECURITY AND HAS NOT BEEN REGISTERED UNDER ANY SECURITIES LEGISLATION, ACT, REGULATION OR RULES

**TOKEN SALE AGREEMENT (“AGREEMENT”)**

**Effective Date:** [REDACTED], 2021

<b>Purchase Amount:</b>	US\$[REDACTED]
<b>Token:</b>	Animal Token (ANML)
<b>Issuance Schedule:</b>	See below.
<b>Reference Price:</b>	US \$0.01
<b>Payment Form:</b>	ERC-20 USDT or USDC only

THIS CERTIFIES THAT in exchange for the payment by the undersigned purchaser (“**Purchaser**”) of the Purchase Amount on or about the Effective Date, **Infinity Conglomerate Group Limited**, a company incorporated in the Seychelles (“**Company**”), hereby issues to the Purchaser the right to receive (“**Right**”) certain units of Animal token (“**Token**” or “**ANML**”) whereby users can make peer-to-peer transactions using the Tokens on a network (“**Network**”), subject to the terms set forth below.

**1. Events**

- a. **Token Issuance.** In consideration for the Purchase Amount stated in the table above, the Company will issue, or cause an affiliate of the Company to issue, to the Purchaser a number of units of the Token (“**Purchaser Tokens**”) equal to the Purchase Amount divided by the Reference Price (as defined below) in accordance with the terms of this Agreement (the “**Token Issuance**”). In connection with and prior to the issuance of Purchaser Tokens by the Company to the Purchaser pursuant to this Clause 1(a):
  - The Purchaser shall execute and deliver to the Company any and all documents related to this Agreement and the transaction contemplated herein; and
  - The Purchaser shall provide to the Company a network address for which to allocate Purchaser’s Tokens upon the commencement of the Token Issuance.
- b. **Issuance Schedule.** The Company or an Affiliate, as applicable, shall begin unlocking and releasing Purchaser Tokens to the Purchaser on the date on which a public sale of the Token commences (the “**Public Sale Date**”). The Purchaser Tokens shall be unlocked and claimable by the Purchaser in accordance with the schedule set out below:
  - The Purchaser Tokens will be unlocked and claimable on a “per block basis” linearly over a period of twelve (12) months following the Public Sale Date, until such time that 100% of the Purchaser Tokens have been unlocked and released in aggregate. For purposes of this clause, approximately 6,500 “blocks” will be generated on each calendar day, or such other number dictated by the Ethereum network. We note that 6,500 blocks is an estimate only and the actual number will be outside the control of the Company and the Group Entity.

The vesting of all Purchaser Tokens will be completed on the date that is twelve (12) months following the Public Sale Date.

- c. **Claiming Purchaser Tokens.** The unlocked proportion of the Purchaser Tokens will be claimable by the Purchaser at the relevant times outlined in the schedule above, and thereafter, distributed into such Purchaser's individual wallet.

Any transaction fees or expenses incurred in connection with, or arising from, claiming the Purchaser Tokens ("**Transaction Fees**") will be borne by the Purchaser. The Company, however, intends to minimize and negate such Transaction Fees for the Purchaser to the extent practical.

## 2. **Intended Purpose and Use of the Token in the Ecosystem**

- a. The Token is a cryptographic utility token. The features and usage of the Token are described more fully in the Material, which is made available via the Website.
- b. Ownership of the Token carries no rights, express or implied, other than the right to use the Token as a means to enable usage of and interaction within the Animal Concerts platform, if successfully completed and deployed. In particular, the Purchaser understands and accepts that the Token does not represent or confer any ownership right or stake, share, equity or security or equivalent rights, or any right to receive future revenue, dividends, shares, intellectual property rights or any other form of participation or governance in or relating to the Company or any Group Entity, other than such rights described in the Material. The Purchaser understands that the Token is not intended for investment or speculative purposes with the expectation of making profit on resale.
- c. The Company makes no warranties or representations and provides no guarantees (in each case whether express or implied) that the Token shall confer any actual and/or exercisable rights of use, functionality, features, purpose or attributes in connection with the provision and receipt of the services in the ecosystem on the Animal Concerts platform.
- d. The Purchaser understands and accepts that the Token:
- i. is not a loan to any Group Entity;
  - ii. does not provide the Purchaser with any ownership or other interest in the Company, any Group Entity, or any other company, enterprise or undertaking, or any kind of venture;
  - iii. is not intended to be a representation of currency or money (whether fiat or virtual or any form of electronic money), security, commodity, bond, debt instrument, unit in a collective investment scheme or any other kind of financial instrument or investment;
  - iv. is not intended to represent any rights under a contract for differences or under any other contract the purpose or pretended purpose of which is to secure a profit or avoid a loss;
  - v. is not a commodity or asset that any person is obliged to redeem or purchase;



- vi. is not any note, debenture, warrant or other certificate that entitles the holder to interest, dividend or any kind of return from any person;
- vii. is not intended to be a security, commodity instrument, financial derivative, commercial paper or negotiable instrument, or any other kind of financial instrument between the relevant holder and any other person, nor is there any expectation of profit; and
- viii. is not an offer or solicitation in relation to gaming, gambling, betting, lotteries and/or similar services and products.

Protections offered by applicable law in relation to the purchase and offering of the aforementioned financial instruments and/or investments do not apply to the sale and purchase of the Token and neither this Agreement nor the Material constitute a prospectus or offering document, and are not an offer to sell, nor the solicitation of an offer to buy any investment or financial instrument in any jurisdiction.

### **3. Termination.**

This Agreement will expire and terminate upon one of the following events occurring:

- a. the issuance of all Purchaser Tokens to the Purchaser;
- b. the return/refund of the Purchase Amount to the Purchaser (minus any expenses, fees or amounts incurred by the Company to facilitate the distribution to the Purchaser), which may occur in cases where the Company decides to no longer offer any Tokens to the Purchaser for whatever reason pursuant to Clause 12 of this Agreement;
- c. in the event that the Company determines, in its sole discretion, that the Purchaser has pooled their funds, formed a syndicate and/or utilized crowd sourced funding in connection with purchasing the Tokens;
- d. the Purchaser fails to satisfy the KYC, anti-money laundering and counter terrorist financing checks prescribed by the Company in accordance with Clauses 10.c and 10.d of this Agreement; or
- e. the dissolution or winding up of the Company.

Notwithstanding the above, either party may terminate this Agreement by written notice to the other party if the terminating party has reasonable grounds to believe that the other party has materially breached or failed to perform any of its representations, warranties, covenants or agreements set forth in this Agreement. The terminating party must provide at least ten (10) days' prior written notice of such intention to the other party.

Upon termination of this Agreement:

- f. all of the Purchaser's rights under this Agreement immediately terminate;

- g. the Purchaser shall not be entitled to receive any further Purchaser Tokens beyond such Purchaser Tokens that the Company has delivered to the Purchaser prior to such termination;
- h. the Purchaser shall not be entitled to any refund of any amount paid whatsoever, save in the case where this Agreement is terminated by the Company without any breach by the Purchaser of this Agreement; and
- i. Clauses 5, 6, 7, 8, 9, 11, 12, 13 and 14 will survive the termination of this Agreement.

#### 4. Definitions

“**Affiliate**” means, with respect to any party, a Person that controls, is controlled by or under common control with such party; where “control” means, with respect to any Person, ownership by another Person of more than 50% of such Person’s voting securities.

“**Agreement**” means this Token Sale Agreement.

“**Governmental Authority**” means any nation or government, any state or other political subdivision thereof, any entity exercising legislative, judicial or administrative functions of or pertaining to government, including, without limitation, any government authority, agency, department, board, commission or instrumentality, and any court, tribunal or arbitrator(s) of competent jurisdiction, and any self-regulatory organization.

“**Group Entity**” means the Company and its Affiliates and related companies.

“**Laws**” means laws, statutes, ordinances, rules, regulations, judgments, injunctions, orders and decrees.

“**Material**” means the presentation deck, offering memorandum, and other relevant information in relation to the Company, the Token and the Network, in each case as amended or updated from time to time available at <https://animalconcerts.com>, or as requested.

“**Material Adverse Effect**” means a material adverse effect on a party’s business, assets (including intangible assets), liabilities, financial condition or results of operations, except to the extent any such effect results from (i) changes in accounting requirements applicable to any industry in which the party operates, (ii) changes in applicable Laws, (iii) changes in global, national or regional political conditions (including the outbreak of war or acts of terrorism) or in general economic business, regulatory, political or market conditions or in national or global financial markets, (iv) any proposed law, rule or regulation or any proposed amendment to any existing law, rule or regulation, in each case affecting the party or (v) any actions taken by the party which is required pursuant to this Agreement.

“**Person**” means individual or legal entity or person, including a government or political subdivision or an agency or instrumentality thereof.

“**Prohibited Person**” means any Person that is (i) a national or resident of any United States embargoed or restricted country, (ii) included on, or affiliated with any Person on, the United States Commerce Department’s Denied Persons List, Entities List, or Unverified List; the U.S. Department of the Treasury’s Specially Designated Nationals and Blocked Persons List, Specially Designated Narcotics Traffickers or Specially Designated Terrorists, or the Annex to Executive Order No. 13224; the

Department of State's Debarred List; or UN Sanctions; (iii) a Person with whom business transactions, including exports and re-exports, are restricted by a United States Governmental Authority, including, each item listed in the foregoing clauses (i), (ii) and (iii) and any updates or revisions thereto and any newly published rules therefor; or (iv) a subject or target of any other economic sanctions administered or enforced by the United Nations, the European Union or the United Kingdom.

“**Reference Price**” means US\$0.01 per Token.

“**US\$**” means, in connection with a sum, such sum in the lawful currency of the United States of America.

## **5. Company Representations and Warranties**

The Company represents and warrants the following as of the Effective Date:

- a. The Company is an exempted company duly organized, validly existing and in good standing under the Laws of its jurisdiction of incorporation, and has the power and authority to own, lease and operate its properties and carry on its business as now conducted.
- b. The execution, delivery and performance by the Company of this Agreement is within the power of the Company and, other than with respect to the actions to be taken when Tokens are to be issued to the Purchaser, has been duly authorized by all necessary actions on the part of the Company. 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. To the knowledge of the Company, it is not in violation of (i) its current memorandum & articles of association, (ii) any material Laws applicable to the Company, or (iii) any material indenture or contract to which the Company is a party or by which it is bound, where, in each case, such violation or default, individually, or together with all such violations or defaults, could reasonably be expected to have a Material Adverse Effect on the Company.
- c. To the knowledge of the Company, the performance and consummation of the transactions contemplated by this Agreement do not and will not: (i) violate any material Laws applicable to the Company; (ii) result in the acceleration of any material indenture or contract to which the Company is a party or by which it is bound; or (iii) result in the creation or imposition of any lien upon any property, asset or revenue of the Company or the suspension, forfeiture, or nonrenewal of any material permit, license or authorization applicable to the Company, its business or operations.
- d. No consents or approvals are required in connection with the performance of this Agreement, other than the Company's corporate approvals.
- e. To the knowledge of the Company, the Company or an Affiliate of the Company owns or possesses (or can obtain on commercially reasonable terms) sufficient legal rights to all patents, trademarks, service marks, trade names, copyrights, trade secrets, licenses, information, processes and other intellectual property rights necessary for the Company's business as now conducted and as currently proposed to be conducted, without an infringement of the rights of others.

## **6. Purchaser Representations and Warranties and Covenants**

The Purchaser represents and warrants the following as of the Effective Date and on each day the Purchaser receives the Purchaser Tokens in accordance with Clause 1:

- a. If the Purchaser is a natural Person, Purchaser is of sound mind, has the legal capacity to enter into this Agreement, has entered into this Agreement on his or her own will, and understands the nature of the obligations to be assumed by him or her under this Agreement; and if the Purchaser is an entity, it is duly incorporated, validly existing and in good standing under the Laws of its jurisdiction of incorporation.
- b. The Purchaser has full legal capacity, power and authority to execute and deliver this Agreement and to perform its obligations hereunder. This Agreement constitutes valid and binding obligation of the Purchaser, enforceable 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.
- c. The execution and delivery of and performance under this Agreement by the Purchaser require no approval or other action from any governmental authority or person.
- d. The Purchaser has read and understood all the terms of this Agreement (including all Schedules) and the Material.
- e. The Purchaser has received a copy of the current Material prepared in relation to the Tokens and has carefully read it. The Purchaser acknowledges and consents that the Material may change during the time leading up to the Public Sale Date.
- f. The Purchaser is entering into this Agreement for its own account for investment, not as a nominee or agent, and not with a view to, or for resale in connection with, the distribution thereof, and the Purchaser has no present intention of selling, granting any participation in, or otherwise distributing the same. The Purchaser has such knowledge and experience in financial and business matters that the Purchaser is capable of evaluating the merits and risks of such investment, is able to incur a complete loss of such investment without impairing the Purchaser's financial condition and is able to bear the economic risk of such investment for an indefinite period of time. The Purchaser understands that the Tokens to be delivered to the Purchaser may be deemed to be securities and may not be able to be resold or transferred unless in compliance with applicable securities Laws or unless and until the Company reasonably determines, based on the advice of legal counsel, and notifies the Purchaser that the Tokens are not securities and freely tradable. The Purchaser further represents that it has been provided the opportunity to ask the Company questions, and where applicable, has received answers from the Company regarding this Agreement.
- g. The Purchaser understands that the Purchaser Tokens is non-refundable and cannot be exchanged for cash (or its equivalent value in any other virtual currency) or any payment obligation from the Company or any Affiliates.
- h. The Purchaser recognizes that nothing in this Agreement nor the purchase of the Purchaser Tokens (i) provides the Purchaser with any claim whatsoever with respect to the Company, its Affiliates or its or their respective assets, (ii) provides the Purchaser with any ownership or economic interest whatsoever in the Company or (iii) provides the Purchaser with any rights

of a member or shareholder of the Company or any right to vote for the election of directors or upon any matter submitted to members or shareholders of the Company at any meeting thereof, or to give or withhold consent to any corporate action or to receive notice of meetings, or to receive subscription rights or otherwise, or to receive any dividend or other distribution from the Company.

- i. The Purchaser is a “sophisticated investor”, “professional investor”, “accredited investor”, “expert investor” or as such similar term is defined in the securities Laws of the jurisdiction of the Purchaser or the Purchaser falls under another Purchaser exception to securities Laws applicable in the jurisdiction of the Purchaser.
- j. The Purchaser is not a, or is acting on behalf of a, “United States Person” (as defined by Section 7701(a)(30) of the Internal Revenue Code of 1986, as amended).
- k. If the Purchaser is not a “United States Person”, the Purchaser hereby represents that it has satisfied itself as to the full observance of the Laws of its jurisdiction (with respect to the Purchaser’s nationality and residence) in connection with any invitation to subscribe for the Tokens, including (i) the legal requirements within its jurisdiction (with respect to the Purchaser’s nationality and residence) for the purchase of the Tokens, (ii) any foreign exchange restrictions applicable to such Token purchase, (iii) any governmental or other consents that may need to be obtained, and (iv) the income tax and other tax consequences, if any, that may be relevant to the purchase, holding, redemption, sale, or transfer of the Tokens. The Purchaser’s subscription and payment for and continued ownership of the Tokens will not violate any applicable securities or other Laws of the jurisdiction(s) of the Purchaser’s nationality and residence. The Purchaser is not a resident of any country in which the ownership of the Token is prohibited.
- l. The Purchaser acknowledges that: (A) the Tokens do not have any intrinsic value and the Tokens may never recover any cash, cryptocurrency or other assets which are used directly or indirectly to acquire the Tokens; (B) there is no market-standard valuation process to determine the value of the Tokens at any given time; and (C) the Company gives no guarantees whatsoever on the value of the Tokens which may be highly volatile and could reduce to zero.
- m. The Purchaser acknowledges and agrees that: (A) it is familiar with all related regulations in the specific jurisdiction in which it is based and that acquiring the Tokens (through purchase or otherwise) in that jurisdiction is not prohibited, restricted or subject to additional conditions of any kind; (B) no regulatory authority has examined or approved of the information set out in the Material or any other material in connection with the Tokens; (C) it will not use the Tokens if such use would constitute a public offering of Tokens in any country or jurisdiction where action for that purpose is required; (D) the distribution or dissemination of the Material, any part thereof or any copy thereof, or any use of the Tokens by the Purchaser, is not prohibited or restricted by the applicable laws, regulations, or rules in its jurisdiction, and where any restrictions in relation to possession are applicable, it has observed and complied with all such restrictions at its own expense and risk without liability to the Company; (E) it shall ensure that no obligations are imposed on the Company in any such jurisdiction as a result of any of the actions taken by it in the preceding sub-clause; and (F) the Company will have no responsibility for and it will not obtain any consent, approval or permission required by the Purchaser for, the acquisition, offer, sale or sale by it of the Tokens under the laws and

regulations in force in any jurisdiction to which it is subject or in or from which it uses the Tokens.

- n. The Purchaser has sufficient knowledge and experience in business and financial matters to be able to evaluate the risks and merits of its purchase of the Tokens and is able to bear the risks thereof. The Purchaser has acquired sufficient information about the Company to reach an informed and knowledgeable decision to execute this Agreement. The Purchaser understands that the Tokens involve risks, all of which the Purchaser fully and completely acknowledges and assumes, including, but not limited to, the risk that (i) the technology associated with the Tokens will not function as intended; (ii) due to Layer 1 protocol deficiencies or other technological failures among other reasons, the Token will not be completed and the Token Issuance will not occur and thus the Company and any of its Affiliates shall be not responsible for any delay in the development and distribution of Tokens; (iii) the Token will fail to attract sufficient interest from key stakeholders; (iv) the Company may be subject to investigation and punitive actions from Governmental Authorities; and (v) the risks set forth in Schedule B. The Purchaser understands and expressly accepts that the Tokens will be created and delivered to the Purchaser at the sole risk of the Purchaser on an “AS IS” and “UNDER DEVELOPMENT” basis. The Purchaser understands and expressly accepts that the Purchaser has not relied on any representations or warranties made by the Company outside of this Agreement, including, but not limited to, conversations of any kind, whether through oral or electronic communication, or any white paper or litepaper. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE PURCHASER ASSUMES ALL RISK AND LIABILITY FOR THE RESULTS OBTAINED BY THE USE OF ANY TOKENS AND REGARDLESS OF ANY ORAL OR WRITTEN STATEMENTS MADE BY THE COMPANY, BY WAY OF TECHNICAL ADVICE OR OTHERWISE, RELATED TO THE USE OF THE TOKENS.
- o. The Purchaser has sufficient understanding of cryptographic tokens, token storage mechanisms (such as token wallets), and blockchain technology to understand the terms in this Agreement and to appreciate the risks and implications of purchasing the Tokens. The Purchaser represents that the Purchaser has obtained sufficient information about the Tokens to make an informed decision to purchase the Right, and has read and understood the terms in this Agreement.
- p. The Purchaser understands that the Purchaser has no right against the Company or any other Person except in the event of willful default, intentional fraud or gross negligence committed by the Company, in each case as determined by a court of competent jurisdiction. THE COMPANY’S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT OR OTHERWISE, SHALL NOT EXCEED THE TOTAL OF THE AMOUNTS PAID TO THE COMPANY PURSUANT TO THIS AGREEMENT. NEITHER THE COMPANY NOR ITS REPRESENTATIVES SHALL BE LIABLE FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR ENHANCED DAMAGES, LOST PROFITS OR REVENUES OR DIMINUTION IN VALUE, ARISING OUT OF OR RELATING TO ANY BREACH OF THIS AGREEMENT.
- q. The Purchaser understands that the Purchaser bears sole responsibility for any taxes as a result of the matters and transactions the subject of this Agreement, and any future acquisition, ownership, use, sale or other disposition of Tokens held by the Purchaser. It is Purchaser’s

own responsibility to withhold, collect, report and remit the correct taxes to the appropriate tax authorities. To the extent permitted by Law, the Purchaser agrees to indemnify, defend and hold the Company or any of its Affiliates, employees or agents (including developers, auditors, contractors or founders) harmless for any claim, liability, assessment or penalty with respect to any taxes (other than any net income taxes of the Company that result from the issuance of Tokens to the Purchaser pursuant to Clause 1(a) of this Agreement) associated with or arising from the Purchaser's purchase of Tokens hereunder, or the use or ownership of Tokens.

- r. Neither the Purchaser nor any of the Purchaser's Affiliates is a Prohibited Person; nor has the Purchaser or any of the Purchaser's Affiliates engaged in any dealings or transactions with any Prohibited Persons; and the Purchaser and its Affiliates have complied with all requirements of Laws, government orders or resolutions of United Nations relating to anti-money laundering, anti-terrorism, trade embargos and economic sanctions applicable to its or its Affiliates' activities.
- s. The Purchaser is not a citizen, resident (tax or otherwise), domiciliary and/or green card holder or other similar certificate of residency of a country (A) where participation in token sales is prohibited, restricted or unauthorised by applicable law, decree, regulation, treaty, or administrative act, or (B) where it is likely that the sale of the Tokens would be construed as the sale of a security (howsoever named), financial service or investment product (including without limitation the United States of America and People's Republic of China (each a "**Restricted Country**")), nor is the Purchaser purchasing the Tokens from any Restricted Country, nor is the Purchaser an entity (including but not limited to any corporation or partnership) incorporated, established or registered in or under the laws of a Restricted Country, nor is the Purchaser purchasing the Tokens on behalf of any person or entity from a Restricted Country.

The Purchaser covenants to the Company that:

- a. The Purchaser is responsible for implementing reasonable measures for securing, if applicable, the wallet, vault or other storage mechanism used to receive and hold Tokens purchased under this Agreement, including any requisite private key(s) or other credentials necessary to access such storage mechanism(s). If the private key(s) or other access credentials are lost, the Purchaser may lose access to the Tokens. The Company is not responsible for any such losses.
- b. The Purchaser will not use the Tokens in connection with any activity that violates applicable Laws in any relevant jurisdiction, including, but not limited to, use of the Tokens in connection with transactions that violate U.S. federal or state securities or commodity laws.
- c. The Purchaser agrees to be bound by any affirmation, assent or agreement that it transmits to the Company or the Company's Affiliates by computer or other electronic device, including internet, telephonic and wireless devices, including, but not limited to, any consent it gives to receive communications from the Company or any of the Company's Affiliates through electronic transmission. The Purchaser agrees that the Company and any of the Company's Affiliates may send the Purchaser electronic copies of any and all communications associated with its purchase of Tokens.

## 7. No Warranty

The Tokens are sold and distributed “*as is*” and “*as available*”. THE COMPANY MAKES NO WARRANTY OF ANY KIND, IMPLIED, EXPRESS OR STATUTORY, INCLUDING ANY WARRANTIES OF TITLE, NON-INFRINGEMENT OF THIRD PARTY RIGHTS, MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE AND FREEDOM FROM COMPUTER VIRUS OR OTHER MALICIOUS, DESTRUCTIVE OR CORRUPTING CODE, AGENT, PROGRAM OR MACROS, IS GIVEN IN CONJUNCTION WITH THE TOKENS, THE RIGHT, THIS AGREEMENT OR ANY INFORMATION AND MATERIALS PROVIDED TO THE PURCHASER. Except as expressly set forth herein, the Purchaser acknowledges that it has not relied upon any representation or warranty made by the Company, or any other Person on the Company’s behalf.

## 8. Limitation of Liability

- a. Except as covenanted under Clause 5, the Company shall in no event be liable, even if the Company has been advised of the possibility of such damages, losses or expenses, for any damages, loss or expense, including direct, indirect, special, or consequential damage, or economic loss, arising from or in connection with: (i) the Tokens, the Right and/or this Agreement; (ii) any system, server or connection failure, error, omission, interruption, delay in transmission, computer virus or other malicious, destructive or corrupting code, agent program or macros; or (iii) any images, services, products, information, data or other material made available by the Company.
- b. Without prejudice to the generality of the foregoing and covenants provided in this Agreement, the Purchaser will not hold the Company or its related corporations and their officers, employees or agents responsible or liable, in contract, tort (including ordinary negligence or breach of statutory duty), equity or otherwise, for any damages, losses, expenses or costs (whether direct or indirect, or whether foreseeable or not) suffered or incurred by the Purchaser arising out of or in connection with: (i) the purchase or the use of the Tokens by the Purchaser or other third party; or (ii) the Purchaser’s exercise of the Right.
- c. A failure, delay, or error by a party which prevents that party from complying with any of its obligations under this Agreement will not be considered to a breach of this Agreement if the failure, delay or error is directly caused by an event beyond reasonable control of such party (“**Force Majeure**”), including but not limited to, floods, typhoons, earthquakes, wars or hostilities, acts or threats of terrorism, hacking or attempts at hacking, riots, social unrest, protests, strikes, loss of power, epidemics / pandemics, embargoes, fires, other acts of God, nuclear disaster, damage to communication facilities, damage to web hosts, or network failures from internet service providers. The party affected by Force Majeure shall notify the other party of such event within fifteen (15) days of the Force Majeure event. Subject to the party asserting Force Majeure notifying the other party in writing of the cause and its estimate of the likely duration of the delay as soon as practicable, the performance of the obligations of the party affected by Force Majeure under this Agreement, to the extent affected by the delay, shall be suspended during the period that the cause persists. However, the performance of the obligations of the party affected by Force Majeure under this Agreement shall be resumed from the date of the cessation of Force Majeure or the elimination of the event’s effects.



## 9. Indemnity

- a. The Purchaser agrees to indemnify and hold harmless the Company and its Affiliates and its and their respective related corporations, and any of its and their respective officers, directors, agents, employees and licensors (the “**Indemnified Parties**”), from and against any and all claims, actions, proceedings, suits, liabilities, damages, settlements, penalties, fines, costs or expenses (including legal fees on a solicitor-client basis) arising out of or relating to:
  - the Purchaser’s use of the Tokens and/or its exercise of the Right;
  - the Purchaser’s responsibilities or obligations under this Agreement;
  - the Purchaser’s violation of any applicable Law or any rights of another Person or entity;
  - the breach or non-fulfillment of any representation and warranty or covenant made by the Purchaser in this Agreement;
  - the Purchaser’s provision of false, incomplete or misleading information (including, without limitation, citizenship, residency, nationality or place of incorporation); or
  - the Purchaser’s failure to secure a wallet, vault or other storage mechanism to receive or hold Tokens.
- b. Each party will cooperate fully in the defense of any allegation or third-party legal proceeding. Each party, as defendant in an allegation or third-party legal proceeding, reserves the right to assume the exclusive control and defense of any indemnified matter under this Clause 9.

## 10. Procedures for Purchase of Rights and Valuation of Purchase Amount

- a. The Company will only accept payment for the Right purchased under this Agreement in the payment form specified in the table above (“**Payment Form**”). The Purchaser shall make the required payment to the Company in consideration for the Purchaser’s purchase of the Right pursuant to the Agreement by sending an amount of such Payment Form equal to the Purchase Amount to the wallet address set forth in Schedule A no later than three (3) days after the date of this Agreement.
- b. The Purchaser acknowledges and agrees that the Purchase Amount shall not be refundable, in whole or in part, under any circumstances.
- c. The Purchaser acknowledges and agrees that the Purchaser is required to provide user information and must pass a Know Your Customer (“**KYC**”) test, whereby the Purchaser will be screened against Office of Foreign Assets Control lists and other watch lists. The benefits provided by the Tokens shall be denied for any party that fails to meet the KYC suitability screening requirements. After accepting the Purchase Amount, the Company, or its nominee, shall perform the relevant KYC checks from a suitable independent KYC provider and keep a copy for its records, and the Purchaser agrees to provide any and all relevant information and assistance in this process in a timely manner. To the extent that the Company determines in its sole and absolute discretion that it is reasonably necessary to obtain certain information about the Purchaser in order to comply with any applicable Laws in connection with the

Agreement, the Purchaser shall provide the Company with such information promptly upon request, and the Purchaser acknowledges and agrees that the Company may refuse to proceed with the Token Issuance or withhold delivery of the Purchaser Tokens to the Purchaser until such requested information has been provided to the reasonable satisfaction of the Company in its sole discretion.

- d. The Purchaser acknowledges and agrees that the Purchaser's signature on this Agreement will be held in escrow until the Purchaser satisfies the Company's KYC and anti-money laundering process. In the event that the Purchaser fails to satisfy the Company's KYC and anti-money laundering process, the Company has the right to immediately terminate this Agreement and will fully refund or refuse to accept the Purchase Amount (as applicable) from the Purchaser.
- e. The Company reserves the right to refuse or reject any offer to sell the Tokens to the Purchaser in the event that, based on information available to the Company, the Company is suspected of receiving the Purchase Amount from the Purchaser, in connection with any money laundering, terrorism financing, or any other illegal activity. In addition, the Company shall be entitled to use any possible efforts for preventing money laundering, terrorism financing or any other illegal activity, including without limitation blocking of the Purchaser's digital wallet or providing information regarding the Purchaser to any regulatory authority.

## 11. Restrictions on Transfer

- a. The Tokens may constitute securities in various jurisdictions, although the Company does not concede this point in any jurisdiction. Accordingly, Purchaser understands and agrees as follows:

Purchaser may not transfer any Tokens unless (1) such Tokens are registered under the Securities Act and qualified under other applicable state securities laws, (2) exemptions from such registration and qualification requirements are available, or (3) such Tokens do not constitute securities under applicable law or SEC rules.

Purchaser has been advised that exemptions from registration and qualification may not be available or may not permit Purchaser to transfer all or any of the Tokens in the amounts or at the times proposed by Purchaser. The Purchaser further acknowledges that if an exemption from registration or qualification is available, it may be conditioned on various requirements including, but not limited to, the time and manner of sale, the holding period for the Tokens, and on requirements relating to the Company which are outside of the Purchaser's control, and which the Company is under no obligation and may not be able to satisfy.

- b. **Legends.** Purchaser understands that the Tokens may bear any legend required by the securities laws of any state to the extent such laws are applicable to the Tokens, to the extent they may contain a legend, and the following legend (and even without such legend the following restrictions apply):

*“THE TOKENS ISSUED HEREUNDER HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, AND HAVE BEEN ACQUIRED TO HOLD FOR THE LONG TERM AND NOT WITH A VIEW TO, OR IN CONNECTION WITH, THE SALE OR DISTRIBUTION THEREOF, EXCEPT AS*

*EXPRESSLY PERMITTED UNDER A TOKEN PURCHASE AGREEMENT BETWEEN THE ISSUER AND THE ORIGINAL PURCHASER OF THESE TOKENS. NO TRANSFER MAY BE EFFECTED WITHOUT AN EFFECTIVE REGISTRATION STATEMENT RELATED THERETO UNLESS SUCH REGISTRATION IS NOT REQUIRED UNDER THE SECURITIES ACT OF 1933, AS AMENDED.”*

- c. **Rule 144.** In addition, Purchaser has been advised that, to the extent applicable, SEC Rule 144 promulgated under the Securities Act (“**Rule 144**”), which permits certain limited sales of unregistered securities, is not presently available with respect to the Tokens and, in any event, to the extent applicable, requires that the Tokens generally be held for a minimum of one year after they have been purchased and paid for (within the meaning of Rule 144), before they may be resold under Rule 144.
- d. **Non-US Resales.** Purchaser agrees that, notwithstanding the availability of Rule 144 or any other resale exemptions under applicable law, it will not, at any time, directly or indirectly, without the prior written consent of the Company, transfer any Tokens, any options to purchase any Tokens, or any instruments convertible into, exchangeable for, or that represent the right to receive Tokens, into the United States or to any United States Person (as defined in Regulation S promulgated under the Securities Act). In connection with any transfer of Tokens, Purchaser shall verify the status of the purchaser to ensure compliance with this Clause. From time to time, Purchaser agrees to provide the Company with any information or documentation to verify the foregoing upon the Company’s written request.
- e. **Restrictions.** To ensure compliance with these transfer restrictions set out above, Purchaser acknowledges and agrees that Company may impose technological lockups or restrictions on the Tokens.

## **12. Cancellation; Refusal of Purchase Requests**

- a. The Purchaser's purchase of the Tokens (whether through an intermediary or otherwise) from the Company is final, and there are no refunds or cancellations except as may be required by applicable law or regulation; and the Purchaser waives any rights to be refunded any amounts which it has paid to the Company in exchange for the Tokens or to cancel any purchase.
- b. At any time prior to the date that the Tokens are issued and delivered to the Purchaser, the Company reserves the right to refuse or cancel any request(s) to purchase or purchases of the Tokens, or any part thereof, and return the corresponding proportion of the purchase price to the Purchaser.
- c. Notwithstanding the foregoing, the Company reserves the right to refuse or cancel any request(s) to purchase or purchases of the Tokens (as the case may be), or any part thereof, at any time in the Company's sole and absolute discretion (without giving reasons), including, without limitation, in connection with an adverse change of the regulatory environment.
- d. Any refund of the price under this Clause 12 shall be less network fees, calculated at the USD exchange rate of the relevant token which had been paid to the Company, at the time of payment or refund, whichever would result in a lower fiat / USD value of the refund (as the same may be conclusively determined by the Company). No interest will accrue on the value of any refund and the Company shall be entitled to charge a processing fee not exceeding 15% of the refund amount.
- e. At any time during the sale of the Tokens, the Company may either temporarily suspend or permanently abort the Token sale (whether relating to the private sale or public sale phase, or both) at its sole discretion without providing any reasons whatsoever. During any period of suspension or in the event that the Token sale is aborted (whether relating to the private sale or public sale phase, or both), the Tokens will not be available for purchase.

## **13. DISPUTE RESOLUTION; ARBITRATION**

**PLEASE READ THE FOLLOWING CLAUSE CAREFULLY BECAUSE IT CONTAINS CERTAIN PROVISIONS, SUCH AS A BINDING ARBITRATION CLAUSE AND CLASS ACTION WAIVER, WHICH AFFECTS THE PURCHASER'S LEGAL RIGHTS. THIS CLAUSE REQUIRES THE PURCHASER TO ARBITRATE CERTAIN DISPUTES AND CLAIMS WITH THE COMPANY AND LIMITS THE MANNER IN WHICH THE PURCHASER CAN SEEK RELIEF FROM THE COMPANY.**

- a. Each Party (i) waives all its respective right(s) to have any and all disputes, claims, suits, actions, causes of action, demands or proceedings (collectively, "**Disputes**") arising from

or related to this Agreement resolved in a court, and (ii) waives all its respective right(s) to have any Disputes heard before a court. Instead, each Party shall arbitrate Disputes through binding arbitration (which is the referral of a Dispute to one or more persons charged with reviewing the Dispute and making a final and binding determination to resolve it instead of having the Dispute decided by a judge or jury in court).

- b. Any dispute, controversy, difference or claim arising out of or relating to this Agreement, including the existence, validity, interpretation, performance, breach or termination thereof or any dispute regarding non-contractual obligations arising out of or relating to it shall be referred to and finally resolved by arbitration administered by the Hong Kong International Arbitration Centre (“**HKIAC**”) under the HKIAC Administered Arbitration Rules in force when the relevant Notice of Arbitration is submitted. The law of this arbitration clause shall be Hong Kong law. The seat of arbitration shall be Hong Kong. The number of arbitrators shall be one. The arbitration proceedings shall be conducted in English.
- c. Prior to commencing arbitration proceedings in accordance with this Clause 13, each Party will notify the other Party in writing of any Dispute within thirty (30) calendar days of the date it arises, so that the Parties can attempt in good faith to resolve the Dispute informally. Notice to the Company shall be sent by e-mail to the Company at **info@animalconcerts.com**. Notice to the Purchaser shall be either posted on the Website or, if available, will be sent by email to any email address provided by the Purchaser in connection with its purchase of Tokens. Such notice must include (i) the Purchaser's full name, postal address, email address and telephone number, (ii) a full and sufficient description of the nature or basis of the Dispute, and (iii) the specific relief sought by the Purchaser. If the Purchaser and the Company cannot agree how to resolve the Dispute within thirty (30) calendar days after the date the notice is received by the applicable Party, then either the Purchaser or the Company may, as appropriate and in accordance with this Clause 13, commence an arbitration proceeding.
- d. Each Party agrees to keep all matters relating to this arbitration, including the arbitral awards, confidential, except as is otherwise required by court order or as is necessary to confirm, set aside or enforce the arbitral award and for disclosure in confidence to each Party’s respective legal, financial or other professional advisors.
- e. Any claim or dispute arising under the terms of this Agreement will take place on an individual basis without resort to any form of class or representative action, including any class arbitration (“**Class Action Waiver**”). **THIS CLASS ACTION WAIVER PRECLUDES ANY PARTY FROM PARTICIPATING IN OR BEING REPRESENTED IN ANY CLASS OR REPRESENTATIVE ACTION REGARDING A CLAIM.** Regardless of anything else in this Agreement to the contrary, the validity and effect of the Class Action Waiver may be determined only by a court or referee and not by an arbitrator. The arbitrator may only conduct an individual arbitration and may not consolidate more than one individual’s claims, preside over any type of class or representative proceeding or preside over any proceeding involving more than one individual. The Purchaser acknowledges that this Class Action Waiver is material and

essential to the arbitration of any disputes between the Parties and is non-severable from the terms of this Agreement.

#### **14. Release**

To the fullest extent permitted by applicable law, the Purchaser releases the Company and the Indemnified Parties from responsibility, liability, claims, demands and/or damages (actual and consequential) of every kind and nature, known and unknown (including, but not limited to, claims of negligence), arising out of or related to disputes between users of the Network and the acts or omissions of third parties. The Purchaser expressly waives any rights the Purchaser may have under any statute or common law principles that would otherwise limit the coverage of this release to include only those claims which the Purchaser may know or suspect to exist in its favour at the time of agreeing to this release.

#### **15. Miscellaneous**

- a. 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 agreements entered into by the Company from time to time. Any provision of this Agreement may be amended, waived or modified only upon the written consent of the parties hereto.
- b. Any notice required or permitted by this Agreement will be deemed sufficient when sent by email to the relevant address listed on the signature page, as subsequently modified by written notice received by the appropriate party.
- c. The Purchaser is not entitled, as a holder of the Token, to vote or receive dividends or be deemed the holder of capital stock of the Company for any purpose, nor will anything contained herein be construed to confer on the Purchaser, as such, any of the rights of a stockholder of the Company or any right to vote for the election of directors or upon any matter submitted to stockholders at any meeting thereof, or to give or withhold consent to any corporate action or to receive notice of meetings, or to receive subscription rights or otherwise.
- d. Neither this Agreement nor the rights contained herein may be assigned, by operation of Law or otherwise, by either party without the prior written consent of the other; *provided*, that the Company may assign this Agreement in whole, without the consent of the Purchaser, to any of the Company's Affiliates.
- e. In the event any one or more of the provisions of this Agreement is for any reason held to be invalid, illegal or unenforceable, in whole or in part or in any respect, or in the event that any one or more of the provisions of this Agreement operate or would prospectively operate to invalidate this Agreement, then and in any such event, such provision(s) only will be deemed null and void and will not affect any other provision of this Agreement and the remaining provisions of this Agreement will remain operative and in full force and effect and will not be affected, prejudiced, or disturbed thereby.

- f. All representations and warranties in this Agreement will survive the execution and delivery of this Agreement.
- g. The Purchaser must, at its own expense, whenever requested by the Company, promptly do or cause to be done everything reasonably necessary to give full effect to this Agreement and the transactions contemplated by this Agreement.
- h. The rights, remedies and powers of the parties under this Agreement are cumulative and not exclusive of any rights, remedies or powers provided to the parties hereto by law.
- i. The provisions of this Agreement will enure for the benefit of and be binding on the parties to this Agreement and their respective successors and permitted substitutes and assigns and (where applicable) legal personal representatives.
- j. This Agreement (including any non-contractual obligations arising out of or in connection herewith) shall be governed by, and construed in accordance with, the laws of the Seychelles, without reference to the choice of law principles thereof.
- k. This Agreement may be signed in counterparts, each of which will constitute an original and all of which taken together will constitute one and the same instrument.

*(Signature page follows)*

**IN WITNESS WHEREOF**, the undersigned have caused this Agreement to be duly executed and delivered.

**COMPANY:**

**Infinity Conglomerate Group Limited**

By: \_\_\_\_\_

Name: Colin Fitzpatrick

Address: House of Francis, Room 303, Ile Du Port, Maha, Seychelles

Email: info@animalconcerts.com

**PURCHASER:**

By: \_\_\_\_\_

**Name:**

**Title:**

**Address:**

**Email:**



## SCHEDULE A

Purchase Amount:

US\$

---

Send the Purchase Amount to the contribution point.

Contribution wallet address:

0x9A809C40DEda5c7aD9FbaB16B9D8168eaEE4A7D8

---

Your ERC-20 wallet address (**do not use** an exchange wallet; **please use** myetherwallet or any wallet that can directly interact with smart contract):

---

Please paste the TXID link of your contribution transaction:

---

## SCHEDULE B

### Risk Factors

#### **AN INVESTMENT IN THE AGREEMENT INVOLVES A HIGH DEGREE OF RISK.**

**Purchaser should consider carefully the risks described below, among others, together with all of the other information contained in this document, the white paper, which is available upon request, before making an investment decision. The following risks entail circumstances under which, the Company's business, financial condition, results of operations and prospects and the Tokens could materially suffer. The following discussion is not an exhaustive list of the risks associated with the purchase of this Agreement and does not necessarily reflect the relative importance of the various risks.**

#### I. Investment Risks

*You can lose all of your investment.*

The Company can use all of the Purchasers' investments to develop the Network. The Network is still under development and there is no guarantee that the Company will be able to develop a Network that is fully operational. As such, Purchasers may lose up to 100% of their investment in the Company in the event that the Network does not become operational and potentially more in the event of other events such as litigation. Thus, investors are putting capital at risk without any certainty that they will ever receive any Tokens or a return on their investment.

Further, even if the Company distributes Tokens to Purchasers, there is no assurance that any secondary market for the Tokens will develop, or if a secondary market does develop, that it will remain through the life of the investment. Additionally, there are no guarantees that the Tokens will have any value, retain any value, increase in value, or receive any distributions. Accordingly, the value of any investment in the Company and the value of Tokens may vary substantially over time and are subject to loss, including possible loss of the entire amount invested. Accordingly, investors should only invest if they can afford to lose 100% of their investment.

*There is no existing trading market for the Tokens.*

The Tokens are new digital assets for which there is no established public market. There can be no assurance that a secondary market will develop or, if a secondary market does develop, that it will provide the holders with liquidity of their investment or that it will continue for the life of the Tokens. The liquidity of any market for the Tokens will depend on a number of factors, including, but not limited to: (i) the number of Token holders; (ii) the performance of the Tokens; (iii) the market for similar digital assets; (iv) the interest of traders in making a market in the Tokens; (v) regulatory developments in the digital token or cryptocurrency industries; and (vi) legal restrictions on transfer.

Purchasers will not have access to complete information regarding their investment in the Tokens.

Purchasers may not be able to obtain all of the information they want regarding the Tokens or the Network, on a timely basis or at all. It is possible that a Purchaser may not be aware on a timely basis of material adverse changes that have occurred which impact their investments. As a result of these limitations, a Purchaser may not have accurate or complete information about the Tokens or the Network.

The Company will have no obligation to provide reports to Purchasers, including with respect to the development and operation of the Network or the financial performance of the Company.

*Investors need Independent Advice.*

The Company has consulted with counsel, accountants and other experts regarding the formation and operations of the Company, as well as the issuance of this Agreement. Each prospective investor should consult his own legal, tax and financial advisors regarding the desirability of an investment in the Company.

Investments in startups involve a high degree of risk but investments in Simple Agreements for Future Tokens, including this Agreement, may involve an even higher degree of risk.

Financial and operating risks confronting startups are significant. The Company is not immune to these. The startup market in which the Company competes is highly competitive and the percentage of companies that survive and prosper is small. Startups often experience unexpected problems in the areas of product development, marketing, financing, and general management, among others, which frequently cannot be satisfactorily resolved. In addition, startups may require substantial amounts of financing, which may not be available through institutional private placements, the public markets or otherwise.

*The Agreement may not be transferred.*

The terms of the Agreement prohibit transfer of the Agreement. As a result, Purchasers will be required to hold their Agreement until the delivery of all of the Tokens, or the termination of the Agreement pursuant to the provisions set forth therein. Consequently, Purchasers must be prepared to bear the risk of an investment in the Agreement until the termination of the Agreement pursuant to the terms set forth herein.

*The Purchasers will have no control over the Network and the Company may only have limited control over the Network.*

The Network is comprised of technologies that depend on a network of computers to run certain software programs to process transactions. Because of this less centralized model, the Company has limited control over the Network once launched. In addition, the Purchasers are not and will not be entitled, to vote or receive dividends or other payments from the Company or be deemed the holder of equity securities of the Company for any purpose, nor will anything be construed to confer on the purchasers any of the rights of a stockholder of the Company or any right to vote for the election of directors or managers or upon any matter submitted to stockholders at any meeting

thereof, or to give or withhold consent to any corporate action or to receive notice of meetings, or to receive subscription rights or otherwise.

There may be occasions when certain individuals involved in the development and launch of the Network may encounter potential conflicts of interest, such that said party may avoid a loss, or even realize a gain, when other purchasers are suffering losses.

There may be occasions when certain individuals involved in the development and launch of the Network may encounter potential conflicts of interest in connection with the Agreement, Tokens and/or the Network, such that said party may avoid a loss, or even realize a gain, when other Purchasers are suffering losses. Purchasers may also have conflicting investment, tax, and other interests with respect to Simple Agreement for Future Tokens (SAFT) investments, which may arise from the terms of the Agreement, the Network, or other factors. Decisions made by the key employees of the Company on such matters may be more beneficial for some purchasers than for others.

## II. Legal and Regulatory Risks

*The regulatory regime governing digital assets is still developing.*

Regulation of digital assets (including the Tokens), offerings of digital assets, blockchain technologies, and digital asset exchanges are currently undeveloped and likely to rapidly evolve, and vary significantly among non-U.S. and U.S. federal, state and local jurisdictions and are subject to significant uncertainty. Various legislative and executive bodies in the United States, South Korea, China, Singapore, among other countries, are currently considering, or may in the future consider, laws, regulations, guidance, or other actions, which may severely impact the Company and digital assets. Failure by the Company to comply with any laws, rules and regulations, some of which may not exist yet or are subject to interpretation and may be subject to change, could result in a variety of adverse consequences, including criminal and civil penalties and fines. New or changing laws and regulations or interpretations of existing laws and regulations would likely have numerous material adverse consequences, including, but not limited to: (i) the Purchasers' ability to earn a return on its investment in the Company; (ii) the value of the Tokens; (iii) the ability to make distributions of Tokens; (iv) the liquidity and market price of the Tokens; (v) investors' ability to access marketplaces on which to trade the Tokens; (vi) the Company's ability to operate as an ongoing concern; and (vii) the necessity to modify the structure, rights and transferability of Tokens. Therefore, there can be no assurance that any new or continuing regulatory scrutiny or initiatives will not have a material adverse impact on the value of Tokens or an investment in the Company, or otherwise impede the Company's activities.

The Company has the exclusive right, in its sole discretion, to address and remediate any of the operational, legal or regulatory risks presented as of the date hereof or hereafter. In the exercise of such rights, it is possible that the Company may determine that the launch of the Network and the Tokens is not feasible. Accordingly, there is a material risk that the Company may not successfully develop, market and launch the Network and Purchasers may not receive Tokens.

The Network is still under development and will require significant capital funding, expertise of the Company's management, time and effort in order to develop and successfully launch the Network. The Company may have to make changes to the specifications of the Network or Tokens for any number of legitimate reasons or the Company may be unable to develop the Network in a way that realizes those specifications or any form of a functioning network. The Network or Tokens, if successfully developed and maintained, may not meet purchaser expectations at the time of purchase. Furthermore, despite good faith efforts to develop and launch the Network and subsequently to develop and maintain the Network, it is still possible that the Network will experience malfunctions or otherwise fail to be adequately developed or maintained, which may negatively impact the Network and Tokens.

The Company will strive to use the proceeds of this Agreement: (a) to make certain investments to develop and launch a viable Network; (b) to build a fulsome, decentralized network upon which users may use the Tokens; (c) for such other purposes as determined by the Company (in its sole discretion). The Company may not have or may not be able to obtain the technical skills and expertise needed to successfully develop the Network. While the Company has sought to retain and continue to competitively recruit experts, there is a general scarcity of management, technical, scientific, research and marketing personnel with appropriate training to develop and maintain the Network. If the Company is not successful in its efforts to demonstrate to users the utility and value of the Network, there may not be sufficient demand for the Tokens for the Company to issue the Tokens. As a result, or if issuance of the Tokens does not occur, Purchasers may lose all their entire purchase amount of the Agreement.

*Regulatory determinations may make the Tokens illegal in certain jurisdictions or for certain categories of investors.*

It is possible that current or future regulations could make the Company and/or Tokens illegal in some jurisdictions, or for some categories of investors, which could possibly result in a winding down of the Company, or a decrease in value of the Company or Tokens. Because the Tokens have not been formally classified by regulatory agencies, it is possible that subsequent determinations by regulators may prevent certain individuals or entities from using or holding one or more of the Tokens in the future. Such a determination could materially reduce the functionality and demand for the Tokens.

Additionally, Tokens might be classified as a "security" under U.S. federal, U.S. state and/or non-U.S. securities laws. If the Tokens are considered securities then their offer and sale must be registered unless an exemption is available, which also could significantly inhibit adoption and the value of the Tokens, as well as increase the compliance costs of the Company. Depending on what regulatory classification(s) may be made, there may be other securities law issues under the Securities Exchange Act of 1934, Investment Advisers Act of 1940, Investment Company Act of 1940, Commodity Exchange Act, or other U.S. state, U.S. federal or other non-U.S. statutes or regulations.

*Application of U.S. Securities Laws to the Tokens.*

The Tokens may be “securities” as defined by U.S. federal, U.S. state and non-U.S. securities laws. To the extent that the Tokens are securities, there is no certainty that exemptions from registration under U.S. or other laws will be available for use by the Company, or a compliance regime can be developed to make the operation of the Network fully compliant with all applicable laws, rules and regulations. The Company is developing the Network and the Tokens to be excluded from or exempt from registration requirements under applicable securities laws. This design has not yet been subjected to rigorous analysis by any Governmental Authority. Upon analysis, it may prove to be incorrect or unverifiable, in which case it is expected that the Network can become operational only if the Tokens are either not securities or else are securities issuable in transactions exempt from registration under the securities laws and if all compliance processes, including under the Exchange Act, can be developed and integrated into the Network.

The Company may choose to seek an interpretative or no-action letter or other assurances or some other reaction from the SEC and/or CFTC Staff in the U.S. or from other regulatory bodies regarding the proper characterization of the Tokens. There is no assurance, however, that any such regulatory body will entertain such a request, or respond to such a request, let alone respond favorably. The Company intends to take the current views of the SEC and other regulators into account, in determining the proper characterization of the Tokens and the optimal means of structuring the offering, sale and trading of such instruments and the proper functioning of the Network.

Failure to obtain a favorable interpretive letter or no-action letter from the SEC or CFTC Staff or other favorable determination from a regulatory body would leave such regulators free to bring an action against the Company undertaken to enforce such regulator’s view of the law as applied to the offering or the Network or other facts that come to its attention. Even if a regulatory body were to provide assurances that it does not disagree with the characterization of the Tokens propounded by the Company, private parties such as offerees and purchasers of the Tokens would not be bound by such views and could assert claims against the Company if disappointed with their participation in the Network. Such claims could conceivably include rescission rights and fraud claims grounded in the securities laws.

In addition, U.S. state and non-U.S. securities regulators could bring actions against the Company, seeking to vindicate their own views of the proper application of their laws to offers, sales and resales of the Tokens and the operation of the Network.

The results of defending and resolving any and all such possible disputes are impossible to predict but could amount to millions of dollars in defense costs alone. The amounts of damages or other cash awards payable in resolving such disputes are likewise impossible to predict, but could conceivably amount to the entirety of the funds raised by the Company, and more. Sanctions other than rescission and awards of actual damages could include injunctions and other equitable relief, plus, particularly in the case of claims brought by the government, civil money penalties, fines and exemplary or punitive damages.

*Application of the CEA to this Agreement.*

The regulatory treatment of this Agreement under the U.S. Commodity Exchange Act is not certain. The Commodity Futures Trading Commission (“**CFTC**”) may take the position that this Agreement constitutes a “swap” or is otherwise subject to its jurisdiction under the CEA to the extent it is applicable. If this occurs, then this Agreement may be invalidated and the parties hereto may be subject to enforcement actions and/or penalties.

*Federal and state Laws regulating money services businesses.*

The Company may be treated in the U.S. as a money transmitter under the Bank Secrecy Act (“**BSA**”) and so be required to register with the Treasury’s Financial Crimes Enforcement Network (“**FinCEN**”) as a money services business. The Company may have to comply with state money transmitter regulations as well.

If registration with FinCEN is required, then failure to register is a federal crime. If the Company is required to register, it will be required to develop an effective anti-money laundering program including policies, procedures and internal controls to verify customer identification; file reports; create and maintain records; file suspicious activity reports under certain circumstances; report transactions in currency; and respond to law enforcement requests. The Company would also be required to designate a compliance officer and obtain independent reviews to monitor and maintain an adequate program.

Compliance with these state and federal requirements can be expensive, and failure to comply has resulted in substantial fines and other negative consequences for banks and other companies. The Company’s compliance with these rules could be subject to special scrutiny, given the negative publicity associated with some other actors involved in transactions in digital currency. We cannot guarantee that any programs and policies we adopt in accordance with such state and federal money transmitter laws will be deemed compliant by all applicable regulatory authorities. In the event our controls should fail or we are found to be out of compliance for other reasons, we could be subject to monetary damages, civil and criminal money penalties, litigation and damage to our global brand reputation.

The tax treatment of the Agreement, the rights contained therein and the Token distribution is uncertain and there may be adverse tax consequences for Purchasers.

Although the Company intends to treat the Agreement as a current sale of Tokens, tax characterization of the Agreement, the rights contained therein and the Token distribution is uncertain and highly fact-sensitive, and each Purchaser must seek its own tax advice in connection with an investment in the Agreement. An investment pursuant to the Agreement and the purchase of Tokens pursuant thereto may result in adverse tax consequences to Purchasers based upon various factors.

It is possible that the United States or other jurisdictions will levy substantial or prohibitive taxes on Tokens, thus greatly devaluing them and reducing the Company’s reserves. Each Purchaser should consult with and must rely upon the advice of its own professional tax advisors with respect to the United States and non-U.S. tax treatment of an investment in the Agreement, the rights contained therein and the Token distribution.

THE PURCHASER UNDERSTANDS THAT THE PURCHASER MAY SUFFER ADVERSE TAX CONSEQUENCES AS A RESULT OF PURCHASING, HOLDING, EXCHANGING, SELLING, STAKING, TRANSFERRING OR OTHERWISE USING THE TOKENS IN ANY WAY. THE PURCHASER HEREBY REPRESENTS THAT (A) IT HAS CONSULTED WITH A TAX ADVISER THAT IT DEEMS ADVISABLE IN CONNECTION WITH ANY USE OF THE TOKENS, OR THAT IT HAS HAD THE OPPORTUNITY TO OBTAIN TAX ADVICE BUT HAS CHOSEN NOT TO DO SO, (B) THE COMPANY HAS NOT PROVIDED THE PURCHASER WITH ANY TAX ADVICE, AND (C) THE PURCHASER AGREES TO BE FULLY RESPONSIBLE FOR ANY TAXES RESULTING FROM ANY USE OR PURCHASE OF THE TOKENS.

*U.S. State Laws regulating digital assets.*

Some states, including New York, either have adopted or are considering adopting of statutes or regulations which specifically regulate digital currencies. In 2015, the New York State Department of Financial Services (“NYDFS”) finalized a rule that requires most businesses involved in digital currency business activity in or involving New York, excluding merchants and consumers, to apply for a license, commonly known as a “BitLicense,” from the NYDFS and to comply with anti-money laundering, cyber security, consumer protection, and financial and reporting requirements, among others. As an alternative to the BitLicense in New York, firms can apply for a charter to become limited purpose trust companies qualified to engage in digital currency business activity.

Other states have considered or are considering regimes similar to the BitLicense framework. As currently drafted, the bitlicense statutes do not preempt the necessity to comply with the money transmitter license requirements of each state, although the reporting, record keeping and BSA and anti-money laundering requirements may be the same. The process of ascertaining the applicability of state laws in all or most states will be expensive and time consuming. There are very significant penalties for violation in some states. Failure to obtain a state license in states where a license is required can be a crime. Accordingly, to the extent the Company is subject to one or more of the above requirements it would likely have a material and adverse impact on the Company and the value of your Tokens.

*Under certain circumstances, the SEC in the U.S. might assert that a Purchaser has aided and abetted a violation of the U.S. securities laws by the Company.*

Under U.S. securities laws, a person who has knowledge of a violation of the U.S. securities laws by the Company and provides substantial assistance in furtherance of the violation, for example, by participating in an unregistered offer and sale of securities not subject to a valid exemption, could be found liable for aiding and abetting a violation the Securities Act. Thus, the SEC could seek actions against Purchasers, if the Token is deemed to be a security and additional exposure from private claimants could also result.

### III. Market Risks

*Digital assets are volatile.*



The prices of digital assets change rapidly. Currently, there is relatively modest use of digital assets in the retail and commercial marketplace compared to use by speculators, which contributes to price volatility of digital assets. This volatility makes it difficult to use digital assets for ordinary, non-speculative transactions.

Despite the Company's intent to create a digital asset to be used in commercial transactions, the price of digital assets may be affected by many factors outside the Company's control such as supply and demand; mining incentives, availability and access to digital asset service providers (such as payment processors), exchanges, miners or other digital asset users and market participants; perceived or actual network or instrument security vulnerability; changes in regulation in the U.S. or other countries, inflation levels; fiscal policy; monetary policy; political, natural and economic events, and many other factors. The volatility of digital assets generally could impede the adoption and demand for the Tokens, which could negatively impact the value of the Company and the Tokens.

*Investments in SAFTs, including this offering, involve a very high degree of risk.*

Financial and operating risks confronting start-ups are always significant. An investment in the Agreement should be considered even riskier than a traditional start-up. The market in which Tokens will compete should the Network become operational is highly competitive and the percentage of tokens and other digital assets that survive and prosper will likely be small. For the Network to become successful, the Company, which is a start-up in a nascent industry and run by a management team with limited experience operating a business, must likely overcome unexpected problems in the areas of product development, marketing, financing, regulation, and general management, among others, which in many cases, may be impractical or impossible to solve. Accordingly, the probability of failure is high.

#### IV. Operation Risks

*Risks Involved with creation of a new distributed ledger network and ecosystem.*

The Network has not yet been developed by the Company and will require significant capital outlays and a large commitment of time and effort by the Company's personnel in order to develop and successfully make the Network operational. Specifically, the Tokens and the Network rely on new, unproven technology, and neither the Company nor its management team has created a product like this before. Throughout the course of development, the Company may have to make changes to the specifications of the Tokens and the Network, which may significantly increase the time to market. Further, the Network, even if successfully developed and maintained, may not garner sufficient investor or user interest such that the Network is sustainable.

*The Company will rely on certain third party service providers to develop and operate the Network.*

The Company will rely on certain third party service providers in order to develop and operate the Network. The Company's future success and competitive position depends in part upon its ability

to maintain these relationships with third party service providers or obtain new third party service providers at a rate of compensation which is acceptable to the Company. If the Company's plans cannot be implemented or are disrupted, the ability of holders of the Tokens to use the Network or the Tokens could be materially adversely affected. In addition, the Company cannot assure the Purchasers that any of its third party service providers will be able to successfully provide their services on the Network or in furtherance of development of the Network.

*The digital asset market is extremely competitive, and other networks have been and may be developed that are the same or similar to the Network.*

The Company is developing technology in a highly competitive and increasingly saturated industry. It is possible that competitive networks could be established or developed that utilize the same or similar open source code and protocol underlying the Network and attempt to implement services that are materially similar to those offered by the Company. The Network may be forced to compete with these competitive networks, which could negatively impact the adoption of Tokens, which would likely adversely impact the value of the Tokens.

*The Network may not be widely adopted and may have limited users.*

It is possible that the Network will not be used by a large number of individuals, companies and other entities or that there will be limited public interest in the creation and development of distributed ecosystems (such as the Network) more generally or distributed applications to be used on the Network. Such a lack of use or interest could negatively impact the development of the Network and therefore the potential utility of Tokens.

*The Company may be forced to cease operations or take actions that result in a dissolution event.*

It is possible that, due to any number of reasons, including, but not limited to, an unfavorable fluctuation in the value of digital assets or fiat currencies, the inability by the Company to establish a viable financial ecosystem for the Tokens' utility, the failure of commercial relationships, regulatory issues, or intellectual property ownership challenges, the Company may no longer be viable to operate, and may dissolve or take actions that result in a dissolution event.

*The Company may be subject to litigation and other claims.*

The Company, as an independent legal entity, may be subject to lawsuits or proceedings initiated by government entities or private parties. Any legal expenses and/or liabilities shall be borne by the Company.

The Company may be accused of infringing intellectual property rights of third parties.

The Company has not evaluated whether its technology does not or will not infringe upon the intellectual property rights of any third party, and may be subject to claims of alleged infringement of the intellectual property rights of third parties. Such claims, even if not meritorious, may result in significant expenditure of financial and managerial resources, payment of damages or settlement amounts, and reduced confidence in the Network's viability and the ability of users to hold and

transfer Tokens. Additionally, the Company may become subject to injunctions prohibiting it from using software, business processes, trademarks or other intellectual property that it currently uses or may need to use in the future, or requiring the Company to obtain licenses from third parties when such licenses may not be available on terms feasible or acceptable to the Company.

*Risks associated with developing a new technology.*

The Network will use new technology. There can be no assurance that such technology will be bug-free or accepted by the marketplace. Thus, even should the Network become operational Tokens may be subject to the risk of theft, loss, malfunction, or reputational risk, any of which can significantly degrade the value of such instrument.

*Cybersecurity Risk.*

The Company utilizes a substantial amount of electronic information. This includes transaction information and sensitive personal information of the Purchasers. The service providers used by the Company, may also use, store, and transmit such information. The Company intends to implement detailed Cybersecurity policies and procedures and an incident response plan designed to protect such information and prevent data loss and security breaches. However, such measures cannot provide absolute security. Breach of the Company's information systems may cause information relating to the transactions of the Company and sensitive Purchaser information be compromised to unauthorized third-parties.

*Privacy Risk.*

The Company may be compelled to disclose personal information about a Purchaser or multiple Purchasers to federal or state government regulators or taxation authorities. Accordingly, certain information concerning Purchasers may be shared outside of the Company.

## V. Risks Specific to Tokens

*Destruction of Tokens.*

Tokens are intended to be accessible only by a party who possesses both the unique public and private keys relating to the local or online digital wallet in which such Tokens are held. To the extent private keys holding the Company's or Purchasers' Tokens are lost, destroyed or otherwise compromised, the Company may be unable to access the related Tokens and such private keys are not capable of being restored by the Network or the Company. Any loss of private keys relating to digital wallets used to store the Company's Tokens could materially adversely affect an investment in the Company. Further, Tokens are typically transferred digitally, through electronic media not controlled or regulated by any entity. To the extent a Token is transferred erroneously to the wrong destination, the Purchaser may be unable to recover the Tokens or its value. Such loss could materially adversely affect the Tokens and result in their complete loss of the Purchaser's Tokens.

*Token Transactions are Generally Irrevocable.*

One of the values of distributed ledger and blockchain technology is that they create a permanent, public record of Token transactions. The potential drawback to this, however, is that even if a transaction turns out to have been in error, or as a result of theft of Tokens, such a transaction is not reversible. Consequently, the Company may be unable to replace missing Tokens or seek reimbursement for any erroneous transfer or theft of Tokens. To the extent that the Company is unable to seek redress for such action, error or theft, such loss could adversely affect an investment in the Company. Additionally, Purchasers may lose all of their Tokens if a transaction was made in error or if the Tokens were stolen.

*Bad Actors or Hackers.*

Bad Actors or Hackers may launch attacks to steal, compromise, or secure Tokens, such as by attacking Network source code, exchange servers, third-party platforms, cold and hot storage locations or software, or Token transaction history, or by other means. For example, in February 2014, Mt. Gox suspended withdrawals because it discovered hackers were able to obtain control over the exchange's Bitcoin by changing the unique identification number of a Bitcoin transaction before it was confirmed by the Bitcoin network. Furthermore, Flexcoin, a so-called Bitcoin bank, was hacked in March 2014 when attackers exploited a flaw in the code governing transfers between users by flooding the system with requests before the account balances could update—resulting in the theft of 896 Bitcoin. In January 2018, hackers reportedly stole approximately \$530 million in cryptocurrencies from Coincheck, a Japanese cryptocurrency exchange. As the Network increases in size, it may become a more appealing target of hackers, malware, cyber-attacks or other security threats. An attack or a breach of security could result in a loss of private data, unauthorized trades, an interruption of the Network for an extended period of time, violation of applicable privacy and other laws, significant legal and financial exposure, damage to reputation, and a loss of confidence in security measures, any of which could have a Material Adverse Effect on the Company and the value of the Tokens. Any such attack or breach could adversely affect the ability of the Company to operate, which could indirectly materially adversely affect the value of the Tokens. Any breach of data security that exposes or compromises the security of any of the private digital keys used to authorize or validate transactions, or that enables any unauthorized person to generate any of the private digital keys, could result in unauthorized transactions and would have a Material Adverse Effect on the Tokens. Further, because transactions on the Network settle on the trade date and generally are irrevocable it would likely be impossible to reverse unauthorized transactions. As a result, the Company will undertake efforts to secure and safeguard the Tokens in its custody from theft, loss, damage, destruction, malware, hackers or cyber-attacks, which may add significant expenses to the operation of the Company. There can be no assurance that such security measures will be effective. Additionally, there exists the possibility that while acquiring or disposing of Tokens, the Company unknowingly engages in transactions with bad actors who are under the scrutiny of government investigative agencies. As such, the Company's systems or a portion thereof may be taken off-line pursuant to legal process such as the service of a search and/or seizure warrant on the Company. Such action could result in the loss of Tokens previously under the Company's control.

*Digital assets, including the Tokens are subject to manipulation.*

Bad actors can use a number of manipulative trading strategies such as spoofing, wash trading and trading in coordination with other bad actors to artificially influence the price of digital assets. Bad actors can also attack one or more digital asset exchanges. If an exchange is taken offline, it would likely result in reduced liquidity making it easier to manipulate price of one or more digital assets. It is possible that one or more actors may manipulate the price of the Tokens, which may adversely impact the value of the Purchaser's Tokens.

*The Tokens are non-refundable.*

The Company is not obliged to provide holders of the Token with a refund related to the Token for any reason, and holders of the Token acknowledge and agree that they will not receive money or other compensation in lieu of a refund. No promises of future performance or price are or will be made in respect to the Token, including no promise of inherent value, no promise of continuing payments, and no guarantee that the Token will hold any particular value. Therefore, the recovery of spent resources may be impossible or may be subject to foreign laws or regulations, which may not be the same as the laws in the jurisdiction of the Token.

## Schedule B

### Anti-money laundering & Counter Financing of Terrorism (AML/CFT) | Additional Representations and Warranties

The Purchaser accepts, agrees with, undertakes, represents and warrants to the Company, (with the intent that the provisions of this clause shall continue to have full force and effect into perpetuity) as follows:

1. That the Purchaser acknowledges that, in order to comply with measures aimed at the prevention of money laundering and terrorism financing, the Company and/or any of its delegates or agents, may require verification of the identity of the Purchaser and the source of the Purchaser's purchase monies. The Purchaser undertakes to provide: (a) such information and documentation as the Company and/or any of its delegates or agents may request to verify any information about the Purchaser in compliance with applicable anti-money laundering laws and regulations; and (b) any further information and documentation as the Company and/or any of its delegates or agents may request from time to time to ensure ongoing compliance with applicable laws and regulations, or any other related policies, best practice guidelines and regulations as implemented by the Company at its sole discretion, from time to time. The Purchaser acknowledges that neither the Company nor any of its delegates or agents shall be liable for any loss arising as a result of a failure to distribute Tokens to the Purchaser if such information and documentation as has been requested has not been provided by the Purchaser.
2. That the Purchaser understands and agrees that the Company prohibits the purchase of this Agreement by any persons or entities that are acting, whether directly or indirectly, (i) in contravention of any U.S., other national, international or other money laundering regulations or conventions, or (ii) on behalf of terrorists, terrorist organizations or other high-risk entities, including those persons or entities that are included on any relevant lists maintained by the United Nations, North Atlantic Treaty Organization, Organization for Economic Cooperation and Development, Financial Action Task Force, U.S. Office of Foreign Assets Control, U.S. Securities & Exchange Commission, U.S. Federal Bureau of Investigation, U.S. Central Intelligence Agency, U.S. Internal Revenue Service, Financial Crimes Enforcement Network (FinCEN), the Office of Foreign Assets Control (OFAC), countries listed by Transparency International ([www.transparency.org](http://www.transparency.org)) as being vulnerable to corruption, or any country or organization, all as may be amended from time to time, (iii) for a senior foreign political figure, any member of a senior foreign political figure's immediate family or any close associate of a senior foreign political figures, or (iv) for a foreign shell bank (each of (i) to (iv) a "**Prohibited Purchaser**"), in each case unless the Company, after being specifically notified by the Purchaser in writing that the Purchaser may be a Prohibited Purchaser, conducts further enhanced due diligence, and performs appropriate verification checks on the Purchaser to ensure their legitimacy and reliability, and determines that such investment shall be permitted;
3. That the Purchaser is not a Prohibited Purchaser, that the Purchaser is not a Prohibited Purchaser in any future purchase of this Agreement, and that the Purchaser will promptly

notify the Company of any change in its status or the status of any ultimate beneficial owners for whom the Purchaser is purchasing the Agreement on behalf of;

4. That any information submitted by the Purchaser to the Company for the conduct of AML/CFT checks shall be within the Company's requested time frame, up to date, complete, truthful, and accurate as of the date of this Agreement, and shall continue to be so at any time that the Purchaser holds the Agreement;
5. That the Purchaser will as soon as practicable, notify and update the Company in writing of any development or change in circumstance which may have a material effect on any of the matters pertaining to the Purchaser referred to in this Schedule B;
6. That in the event the Company determines, at its sole discretion, that any Purchaser is a Prohibited Purchaser, it may, without further reference to the Purchaser, take any action necessary to terminate the interests of the Purchaser in the Agreement, and the Purchaser shall have no claim against the Company for any form of damages whatsoever as a result of the same;
7. That the Company may release confidential information about the Purchaser and, if applicable, any ultimate beneficial owner(s) of the Agreement to any proper authorities in any jurisdiction, if the Company, in its sole discretion, determines that it is in the best interests of the Company in light of relevant rules and regulations concerning Prohibited Purchasers, money-laundering, terrorism financing, or any other illicit purpose;
8. That the Purchaser only uses fiat currency or digital currencies as lawfully acquired, to make payment for the Agreement, that such currency is not derived from or related to any unlawful activities conducted by Purchaser, including but not limited to money laundering or terrorist financing, and that the Purchaser does not acquire the Agreement to finance, engage in, or otherwise support any money-laundering, terrorism financing or other illicit purpose;
9. That to the extent that the Purchaser has any beneficial owners: (a) it has carried out thorough due diligence to establish the identities of such beneficial owners; (b) based on such due diligence, the Purchaser reasonably believes that no beneficial owner is a Prohibited Purchaser; (c) it holds the evidence of the identities and status of its beneficial owners and will maintain all such evidence for at least five years; and (d) it will make available such evidence and any additional evidence that the Company and/or any of its delegates or agents may require upon request in accordance with applicable regulations;
10. That neither the Purchaser, nor any person having a direct or indirect beneficial interest in Purchaser or the Agreement being acquired by Purchaser, or any person for whom Purchaser is acting as agent or nominee in connection with the Agreement, is the subject of sanctions administered or enforced by any country or government (collectively, "**Sanctions**") or is organized or resident in a country or territory that is the subject of country-wide or territory-wide Sanctions;

11. That the Purchaser is in full compliance with all anti money laundering laws and regulations that are in force, and the purchase of the Agreement by the Purchaser will not be in breach of any laws and regulations that are in force in any relevant jurisdiction;
12. That the Purchaser, in knowledge that the Company may be relying upon its submissions acknowledgements, representations and statements contained therein without performing further verification, will completely, truthfully, and accurately comply with, perform any action, and fulfill any instructions and requests from the Company in order for the Company to comply with any anti-money laundering or customer due diligence policies, best practice guidelines and regulations as implemented by the Company at its sole discretion, from time to time;
13. If any of the representations, warranties or covenants above cease to be true or if the Company and/or its delegates or agents no longer reasonably believes that it has satisfactory evidence as to their truth, notwithstanding any other agreement to the contrary, the Company and/or its delegates or agents may, in accordance with applicable regulations, be obligated to: (a) take certain actions relating to the Purchaser's holding of Agreement; (b) report such action; and (c) disclose the Purchaser's identity to OFAC or other authority. In the event that the Company and/or its delegates or agents is required to take any such action, the Purchaser understands and agrees that it shall have no claim against the Company and/or its delegates or agents for any form of damages as a result of any of such actions; and
14. The Purchaser acknowledges and understands that if, as a result of any information or other matter which comes to his attention, any person, knows or suspects or has reasonable grounds for knowing or suspecting that another person is engaged in criminal conduct or is involved with terrorism or terrorist property and the information for that knowledge or suspicion came to their attention in the course of business in the regulated sector, or other trade, profession, business or employment, the person will be required to report such knowledge or suspicion to the relevant Governmental Authorities.