

NOTICE TO INVESTORS

Under Regulation D: (1) The securities may be sold only to accredited investors, which for natural persons, are investors who meet certain minimum annual income or net worth thresholds; (2) The securities are being offered in reliance on an exemption from the registration requirements of the Securities Act and are not required to comply with specific disclosure requirements that apply to registration under the Securities Act; (3) The Commission has not passed upon the merits of or given its approval to the securities, the terms of the offering, or the accuracy or completeness of any offering materials; (4) The securities are subject to legal restrictions on transfer and resale and investors should not assume they will be able to resell their securities; and (5) Investing in securities involves risk, and investors should be able to bear the loss of their investment.

UNDER REGULATION S: THESE SECURITIES WILL BE OFFERED ONLY OUTSIDE OF THE UNITED STATES TO NON-U.S. PERSONS, PURSUANT TO THE PROVISIONS OF REGULATION S OF THE U.S. SECURITIES ACT OF 1933, AS AMENDED. THESE SECURITIES WILL NOT BE REGISTERED UNDER THE SECURITIES ACT, AND MAY NOT BE OFFERED OR SOLD IN THE UNITED STATES ABSENT REGISTRATION OR AN APPLICABLE EXEMPTION FROM THE REGISTRATION REQUIREMENTS.

TOKEN PURCHASE AGREEMENT

This Token Purchase Agreement (this “Agreement”) contains the terms and conditions that govern your use of the distribution smart contract (the “Distribution Contract”) and purchase of the ERC-20 compatible tokens distributed on the Ethereum blockchain (the “Tokens”) and is an agreement between you or the entity that you represent (“Buyer” or “you”) and Crypto Asset Rating Inc. (together with its affiliates, “Company”). Buyer and Company are herein referred to individually as a “Party” and collectively, as the “Parties”.

NOW, THEREFORE, in consideration of the mutual representations, warranties and agreements contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Company and Buyer agree as follows:

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

Buyer acknowledges, understands and agrees:

- **BINDING AGREEMENT:** Buyer understands and agrees that Buyer is subject to and bound by this Agreement by virtue of Buyer’s purchase of Tokens.
- **TOKENS HAVE NO RIGHTS, USES OR ATTRIBUTES** outside of use with Crypto Asset Rating’s distributed ledger transaction processing technology (the “Project”).
- **PURCHASES OF TOKENS ARE NON-REFUNDABLE AND CANNOT BE CANCELLED. BUYER MAY LOSE ALL AMOUNTS PAID.**
- **TOKENS MAY HAVE NO VALUE** outside of the license to use the Project set forth in the White Paper
- **COMPANY RESERVES THE RIGHT TO REFUSE OR CANCEL TOKEN PURCHASE REQUESTS AT ANY TIME IN ITS SOLE DISCRETION.**
- **PEOPLE WHO PURCHASE EARLIER THAN YOU MAY RECEIVE MORE TOKENS FOR THE SAME AMOUNT PAID.**
- **PLEASE READ THE RISKS SET FORTH IN SECTION 7 CAREFULLY AND IN THEIR ENTIRETY.**
- **THIS AGREEMENT INCLUDES PRE-DISPUTE RESOLUTION IN SECTION 9.1 AND REQUIRES ARBITRATION IN SECTION 9.2.**

ARTICLE ONE: ACCEPTANCE OF AGREEMENT AND PURCHASE OF TOKENS

Section 1.1 This Agreement shall be effective and binding on the Parties when Buyer: (a) signs up and creates an account on the official www.cryptoassetrating.io website (the “Website”) to indicate that Buyer has read, understands and agrees to the terms of this Agreement; (b) Buyer deposits the initial contribution to the company escrow account; (c) Buyer initiates the KYC process where buyer provides his basic information, passport details, his photo and initiate KYC process; (d) once KYC is done successful Buyer has to provide his basic details to initiate AML/CTF verification; (e) once AML/CTF verification goes through buyer has to start verification of Accredited Investor verification by submitting all income verification documents to Early IQ. Buyer agrees to be bound on this basis, and confirms that Buyer has read in full and understands this Agreement and the terms on which Buyer is bound.

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

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

Section 1.4 Tokens.

(a) Purpose. The Tokens do not have any rights, uses, purpose, attributes, functionalities or features, express or implied, outside the Project and the license granted therein. These Tokens are being offered in reliance on the exemption pursuant to Regulation D and Regulation S of the Securities Act. Tokens may not tradable for at least 12 months during the ‘lock up’ period and upon transferability, must be done so in compliance with applicable securities laws.

(b) Company’s Use of Proceeds. Buyer acknowledges and understands that the proceeds from the sale of the Tokens will be utilized by Company in its sole discretion, as described in the White Paper or elsewhere.

Section 1.5 Fees. Buyer understands and agrees that the Company will charge \$5 for a KYC failure, \$2 for a AML/CTF failure and \$50 for an Accredited Investor verification failure. The balance funds will be returned to the buyer

ARTICLE TWO: TOKEN DISTRIBUTION

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

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

Section 2.3 No Representations and Warranties. The Tokens will be distributed to buyers thereof pursuant to the Distribution Contract. Company makes no representations or warranties, express or implied, including, without limitation, any warranties of title or implied warranties of merchantability or fitness for a particular purpose with respect to the Distribution Contract or the Tokens or their utility, or the ability of anyone to purchase or use the Tokens. Without limiting the foregoing, Company does not represent or warrant that the process of purchasing and/or receiving the Tokens will be uninterrupted or error-free or that the Tokens are reliable and error-free. As a result, Buyer acknowledges and understands that Buyer may never receive Tokens and may lose the entire amount Buyer paid to Company. Buyer shall provide an accurate digital wallet address to Company for receipt of any Tokens distributed to Buyer pursuant to the Distribution Contract.

Section 2.4 Offering of Securities. THE OFFER OF THE COMPANY TOKENS IN THE UNITED STATES IS BEING MADE PURSUANT TO RULE 506(C) OF REGULATION D OF THE SECURITIES ACT AND PARTICIPATION IN THE OFFERING IS LIMITED TO (I) INSIDE THE UNITED STATES TO "ACCREDITED INVESTORS" (AS DEFINED UNDER THE SECURITIES ACT, RULE 506 OF REGULATION D AND IN EXHIBIT A OF THIS OFFERING) CONSIDERED "A SAFE HARBOR" FOR THE PRIVATE OFFERING EXEMPTION OF SECTION 4(A)(2) OF THE SECURITIES ACT AS AMENDED AND (II) NON-U.S. PERSONS (AS DEFINED IN SECTION 902 OF REGULATION S UNDER THE SECURITIES ACT) IN AN OFFSHORE TRANSACTION IN RELIANCE ON REGULATION S OF THE SECURITIES ACT.

Section 2.5 Transfer Restrictions. THE COMPANY TOKENS ARE SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND RESALE, AND MAY NOT BE TRANSFERRED OR RESOLD, EXCEPT (A) IF THE HOLDER IS A U.S. PERSON, UNTIL THE LOCK-UP PERIOD ELAPSES, AND, AFTER THE LOCK-UP PERIOD, SUBJECT TO APPLICABLE LAW, SUCH HOLDER SHALL NOT TRANSFER OR SELL THEIR THE COMPANY TOKENS TO ANY U.S. PERSON UNLESS THEY SELL ALL OF THEIR THE COMPANY TOKENS TO A SINGLE U.S. PERSON; (B) IF THE HOLDER IS A NON-U.S. PERSON, TO OTHER NON-U.S. PERSONS OUTSIDE THE UNITED STATES IN AN OFFSHORE TRANSACTION IN COMPLIANCE WITH RULE 903 OR RULE 904 UNDER THE SECURITIES ACT AND THAT DOES NOT INVOLVE ANY U.S. PERSONS AS PURCHASERS OR AS ULTIMATE BENEFICIAL OWNERS OF THE COMPANY TOKENS (WHETHER DIRECTLY OR INDIRECTLY); OR (C) TO THE COMPANY OR ANY SUBSIDIARY THEREOF AND, IN EACH CASE, AS PERMITTED UNDER APPLICABLE LAWS AND REGULATIONS OR PURSUANT TO REGISTRATION OR EXEMPTION THEREFROM. ANY TRANSFERS MENTIONED IN (A) AND (B) SHALL BE SUBJECT TO APPROVAL BY AND REGISTRATION WITH THE COMPANY AND SUBMISSION OF ALL DOCUMENTS AS REASONABLY REQUESTED BY THE COMPANY AT THE TIME OF SUCH TRANSFER. IN THE EVENT ANY THE COMPANY TOKENS ARE TRANSFERRED IN VIOLATION OF THE ABOVE RESTRICTIONS AND/OR THE COMPANY'S CONSTITUTION AND/OR ANY APPLICABLE LAW, THE COMPANY RESERVES THE RIGHT TO REDEEM THE COMPANY TOKENS AT ZERO (0) PRICE FROM THE COMPANY TOKEN HOLDERS. INVESTORS SHOULD BE AWARE THAT THEY MAY BE REQUIRED TO BEAR THE FINANCIAL RISKS OF THIS INVESTMENT FOR AN INDEFINITE PERIOD OF TIME. SEE "TRANSFER RESTRICTIONS" AND "NOTICE TO INVESTORS." FURTHERMORE, IN THE EVENT OF A

“REDEMPTION” AS MENTIONED IN THIS OFFERING MEMORANDUM, A MAXIMUM OF NINETY-NINE (99) U.S. PERSONS WILL BE REDEEMED.

Section 2.6 Not for Immediate Resale. Buyer acknowledges and agrees that Buyer is not an underwriter and is purchasing the Tokens for themselves and not for the benefit or resale of another.

Section 2.7 Legend. Each certificate for Tokens sold pursuant to this Agreement shall have a digital imprint with a legend in substantially the following form:

THE TOKEN HAS NOT BEEN REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED (THE “SECURITIES ACT”), AND, ACCORDINGLY, MAY NOT BE OFFERED, SOLD, PLEDGED, OR OTHERWISE TRANSFERRED WITHIN THE UNITED STATES OR TO, OR FOR THE ACCOUNT OR BENEFIT OF, U.S. PERSONS, EXCEPT AS SET FORTH IN THE FOLLOWING SENTENCE. BY ITS ACQUISITION HEREOF OR OF A BENEFICIAL INTEREST HEREIN, THE HOLDER:

1. “AGREES THAT IT WILL NOT RESELL OR OTHERWISE TRANSFER THIS SECURITY, EXCEPT (A) IF IT IS A U.S. PERSON, UNTIL THE FIRST ANNIVERSARY OF THE ISSUANCE OF THE VAULTBANK TOKENS AND THEN NOT TO ANY U.S. PERSON (AS DEFINED IN REGULATIONS) UNLESS THEY SELL ALL OF THEIR VAULTBANK TOKENS TO A SINGLE U.S. PERSON; (B) IF IT IS A NON-U.S. PERSON OUTSIDE THE UNITED STATES IN AN OFFSHORE TRANSACTION IN COMPLIANCE WITH RULE 903 OR RULE 904 UNDER THE SECURITIES ACT AND SUBJECT TO COMPLIANCE WITH APPLICABLE LAWS IN OTHER JURISDICTIONS; (C) TO VAULTBANK

PURSUANT TO THE REDEMPTION DESCRIBED IN THE OFFERING MEMORANDUM; OR (D) PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT AND, IN EACH CASE, IN ACCORDANCE WITH APPLICABLE STATE AND LOCAL SECURITIES LAWS, AND

2. AGREES THAT IT WILL DELIVER TO EACH PERSON TO WHOM THIS SECURITY OR AN INTEREST HEREIN IS TRANSFERRED (OTHER THAN A TRANSFER PURSUANT TO CLAUSE (I)(D) ABOVE) A NOTICE SUBSTANTIALLY TO THE EFFECT OF THIS LEGEND.”

ARTICLE THREE: NO OTHER RIGHTS CREATED

Section 3.1 No Claim, Loan or Ownership Interest. The purchase of Tokens: (a) does not provide Buyer with rights of any form with respect to the Company or its revenues or assets, including, but not limited to, any voting, distribution, redemption, liquidation, proprietary (including all forms of intellectual property), or other financial or legal rights; (b) is not a loan to Company; and (c) does not provide Buyer with any ownership or other interest in Company.

Section 3.2 Intellectual Property. Company retains all right, title and interest in all of Company’s intellectual property, including, without limitation, inventions, ideas, concepts, code, discoveries, processes, marks, methods, software, compositions, formulae, techniques, information and data, whether or not patentable, copyrightable or protectable in trademark, and

any trademarks, copyright or patents based thereon. Buyer may not use any of Company's intellectual property for any reason without Company's prior written consent, except as otherwise provided under the White Paper.

ARTICLE FOUR: SECURITY AND DATA; TAXES

Section 4.1 Security and Data Privacy.

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

Additional Information. Upon Company's request, Buyer will immediately provide to Company information and documents that Company, in its sole discretion, deems necessary or appropriate to comply with any laws, regulations, rules or agreements, including without limitation judicial process. Such documents include, but are not limited to, passport, driver's license, utility bills, photographs of associated individuals, government identification cards, or sworn statements. Buyer consents to Company disclosing such information and documents in order to comply with applicable laws, regulations, rules or agreements. Buyer acknowledges that Company may refuse to distribute Tokens to Buyer until such requested information is provided.

Section 4.2 Taxes. Buyer acknowledges, understands and agrees that: (a) the purchase and receipt of Tokens may have tax consequences for Buyer; (b) Buyer is solely responsible for Buyer's compliance with Buyer's tax obligations; and (c) Company bears no liability or responsibility with respect to any tax consequences to Buyer.

ARTICLE FIVE: REPRESENTATIONS AND WARRANTIES OF BUYER

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

Section 5.1 Authority. Buyer has all requisite power and authority to execute and deliver this Agreement, to use the Distribution Contract and purchase Tokens, and to carry out and perform its obligations under this Agreement.

(a) If an individual, Buyer is at least 18 years old and of sufficient legal age and capacity to purchase Tokens.

(b) If a legal person, Buyer is duly organized, validly existing and in good standing under the laws of its domiciliary jurisdiction and each jurisdiction where it conducts business.

Section 5.2 No Conflict. The execution, delivery and performance of this Agreement will not result in any violation of, be in conflict with, or constitute a material default under, with or without the passage of time or the giving of notice: (a) any provision of Buyer's organizational documents, if applicable; (b) any provision of any judgment, decree or order to which Buyer is a party, by which it is bound, or to which any of its material assets are subject; (c) any material agreement, obligation, duty or commitment to which Buyer is a party or by which it is bound; or

(d) any laws, regulations or rules applicable to Buyer.

Section 5.3 No Consents or Approvals. The execution and delivery of, and performance under, this Agreement require no approval or other action from any governmental authority or person other than Buyer.

Section 5.4 Buyer Status. Buyer is not subject to any of the disqualifying events listed in Rule 506(d)(1) of Regulation D under the Securities Act of 1933 (a “Buyer Event”), and there is no proceeding or investigation pending or, to the knowledge of Buyer, threatened by any governmental authority, that would reasonably be expected to become the basis for a Buyer Event. If Buyer is a legal entity, Buyer makes the same representations with respect to its directors (or equivalent) and senior executive officers, and its affiliates and their respective directors (or equivalent) and senior executive officers. (See Exhibit B for Details)

Section 5.5 Buyer Knowledge and Risks of Project. Buyer has sufficient knowledge and experience in business and financial matters, including a sufficient understanding of blockchain or cryptographic tokens and other digital assets, smart contracts, storage mechanisms (such as digital or token wallets), blockchain-based software systems and blockchain technology, to be able to evaluate the risks and merits of Buyer’s purchase of Tokens, including but not limited to, the matters set forth in this Agreement, and is able to bear the risks thereof, including loss of all amounts paid, loss of Tokens, and liability to Company and others for its acts and omissions, including with limitation those constituting breach of this Agreement, negligence, fraud or willful misconduct. Buyer has obtained sufficient information in order to make an informed decision to purchase Tokens.

Section 5.6 Funds; Payments.

(a) Funds. The funds, including any fiat, virtual currency or cryptocurrency, Buyer uses to purchase Tokens are not derived from or related to any unlawful activities, including but not limited to money laundering or terrorist financing, and Buyer will not use the Tokens to finance, engage in, or otherwise support any unlawful activities.

(b) Payments. All payments by Buyer under this Agreement will be made only in Buyer’s name, from a digital wallet or bank account not located in a country or territory that has been designated as a “non-cooperative country or territory” by the Financial Action Task Force, and is not a “foreign shell bank” within the meaning of the U.S. Bank Secrecy Act (31 U.S.C. § 5311 *et seq.*), as amended, and the regulations promulgated thereunder by the Financial Crimes Enforcement Network, as such regulations may be amended from time to time.

Section 5.7 Miscellaneous Regulatory Compliance.

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

(b) Sanctions Compliance. Neither Buyer, nor any person having a direct or indirect beneficial interest in Buyer or Tokens being acquired by Buyer, or any person for whom Buyer is acting as agent or nominee in connection with Tokens, is the subject of sanctions administered or enforced by any country or government (collectively, “Sanctions”) or is organized or resident in a country or territory that is the subject of country-wide or territory-wide Sanctions.

ARTICLE SIX: DISCLAIMERS

Section 6.1 Buyer expressly acknowledges, understands and agrees that Buyer is using the Distribution Contract and purchasing Tokens at the Buyer's sole risk and that the Distribution Contract and Tokens are each provided, used and acquired on an "AS IS" and on an "AS AVAILABLE" basis without representations, warranties, promises or guarantees whatsoever of any kind by Company and Buyer shall rely on its own examination and investigation thereof.

Section 6.2 No Representation or Warranty. EXCEPT AS OTHERWISE PROVIDED IN THE WHITE PAPER, (A) COMPANY DOES NOT MAKE AND EXPRESSLY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS, IMPLIED OR STATUTORY; AND (B) WITH RESPECT TO THE DISTRIBUTION CONTRACT AND THE TOKENS, COMPANY SPECIFICALLY DOES NOT REPRESENT OR WARRANT AND EXPRESSLY DISCLAIMS ANY REPRESENTATION OR WARRANTY, EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION, ANY REPRESENTATIONS OR WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, USAGE, SUITABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, OR AS TO THE WORKMANSHIP OR TECHNICAL CODING THEREOF, OR THE ABSENCE OF ANY DEFECTS THEREIN, WHETHER LATENT OR PATENT.

ARTICLE SEVEN: RISKS

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

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

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

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

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

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

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

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

Section 7.8 Access to Private Keys. Tokens purchased by Buyer may be held by Buyer in Buyer's digital wallet or vault, which requires a private key, or a combination of private keys, for access. Accordingly, loss of requisite private key(s) associated with Buyer's digital wallet or vault storing Tokens will result in loss of such Tokens, access to Buyer's Token balance and/or any initial balances in blockchains created by third parties. Moreover, any third party that gains access to such private key(s), including by gaining access to login credentials of a hosted wallet or vault service Buyer uses, may be able to misappropriate Buyer's Tokens. Company is not responsible for any such losses.

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

Section 7.10 Reliance on Third-Parties. The Project will rely, in whole or partly, on third parties to adopt and implement it and to continue to develop, supply, and otherwise support it. There is no assurance or guarantee that those third parties will complete their work, properly carry out their obligations, or otherwise meet anyone's needs, all of which might have a material adverse effect on the Project.

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

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

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

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

Section 7.15 Uncertain Regulatory Framework. The regulatory status of cryptographic tokens, digital assets and blockchain technology is unclear or unsettled in many jurisdictions. It is difficult to predict how or whether governmental authorities will regulate such technologies. It is likewise difficult to predict how or whether any governmental authority may make changes to existing laws, regulations and/or rules that will affect cryptographic tokens, digital assets, blockchain technology and its applications. Such changes could negatively impact Tokens in various ways, including, for example, through a determination that Tokens are regulated financial instruments that require registration. Company may cease the distribution of Tokens, the licensing of the Project or cease operations in a jurisdiction in the event that governmental actions make it unlawful or commercially undesirable to continue to do so.

Section 7.16 Risk of Government Action. The industry in which Company operates is new, and may be subject to heightened oversight and scrutiny, including investigations or enforcement actions. There can be no assurance that governmental authorities will not examine the operations of Company and/or pursue enforcement actions against Company. Such governmental activities may or may not be the result of targeting Company in particular. All of this may subject Company to judgments, settlements, fines or penalties, or cause Company to restructure its operations and activities or to cease offering certain products or services, all of which could harm Company's reputation or lead to higher operational costs, which may in turn have a material adverse effect on the Tokens and/or the licensing of the Project

Section 7.17 Unanticipated Risks. Blockchain technologies and cryptographic tokens such as the Tokens are a relatively new and dynamic technology. In addition to the risks included above, there are other risks associated with your purchase, holding and use of the Tokens, including those that the Company cannot anticipate. Such risks may further appear as unanticipated variations or combinations of the risks discussed above.

ARTICLE EIGHT: LIMITATION OF LIABILITY; INDEMNIFICATION

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

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

Section 8.3 Force Majeure. Buyer understands and agrees that Company shall not be liable and disclaims all liability to Buyer in connection with any force majeure event, including acts of God, labor disputes or other industrial disturbances, electrical, telecommunications, hardware, software or other utility failures, software or smart contract bugs or weaknesses, earthquakes, storms, or other nature-related events, blockages, embargoes, riots, acts or orders of government, acts of terrorism or war, technological change, changes in interest rates or other monetary conditions, and, for the avoidance of doubt, changes to any blockchain-related protocol.

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

Section 8.5 Indemnification.

(a) To the fullest extent permitted by applicable law, and except as otherwise provided in the White Paper, Buyer will indemnify, defend and hold harmless and reimburse Company from and against any and all actions, proceedings, claims, damages, demands and actions (including without limitation fees and expenses of counsel), incurred by Company arising from or relating to: (i) Buyer's purchase or use of Tokens; (ii) Buyer's responsibilities or obligations under this Agreement; (iii) Buyer's breach of or violation of this Agreement; (iv) any inaccuracy in any representation or warranty of Buyer; (v) Buyer's violation of any rights of any other person or entity; and/or (vi) any act or omission of Buyer that is negligent, unlawful or constitutes willful misconduct.

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

ARTICLE NINE: DISPUTE RESOLUTION

Section 9.1 Informal Dispute Resolution. Except as otherwise provided under the White Paper, Buyer and Company shall cooperate in good faith to resolve any dispute, controversy or claim arising out of, relating to or in connection with this Agreement, including with respect to the formation, applicability, breach, termination, validity or enforceability thereof (a "Dispute"). If the Parties are unable to resolve a Dispute within ninety (90) days of notice of such Dispute being received by all Parties, such Dispute shall be finally settled by Binding Arbitration as defined in Section 9.2 below.

Section 9.2 Binding Arbitration. Any Dispute not resolved within 90 days as set forth in Section 9.1 shall be referred to and finally resolved by arbitration under the rules of the American Arbitration Association in effect at the time of the arbitration, except as they may be modified herein or by mutual agreement of the Parties. The number of arbitrators shall be one who shall be selected by Company. The seat, or legal place, of arbitration shall be the British Virgin Islands. The language to be used in the arbitral proceedings shall be English. The governing law of the Agreement shall be as set forth in Section 10.1 herein. The arbitration award shall be final and binding on the Parties (“Binding Arbitration”). The Parties undertake to carry out any award without delay and waive their right to any form of recourse insofar as such waiver can validly be made.

Judgment upon the award may be entered by any court having jurisdiction thereof or having jurisdiction over the relevant Party or its assets. Company and Buyer will each pay their respective attorneys’ fees and expenses.

Section 9.3 No Class Arbitrations, Class Actions or Representative Actions. Any dispute arising out of or related to this Agreement is personal to Buyer and Company and will not be brought as a class arbitration, class action or any other type of representative proceeding. There will be no class arbitration or arbitration in which an individual attempts to resolve a dispute as a representative of another individual or group of individuals. Further, a dispute cannot be brought as a class or other type of representative action, whether within or outside of arbitration, or on behalf of any other individual or group of individuals.

ARTICLE TEN: MISCELLANEOUS

Section 10.1 Governing Law and Venue. This Agreement shall be governed in all respects, including as to validity, interpretation and effect, by the laws of New Jersey, without giving effect to its principles or rules of conflict of laws, to the extent such principles or rules are not mandatorily applicable by statute and would permit or require the application of the laws of another jurisdiction.

Section 10.2 Assignment. Buyer shall not assign this Agreement without the prior written consent of Company. Any assignment or transfer in violation of this Section will be void. Company may assign this Agreement to an affiliate. Subject to the foregoing, this Agreement, and the rights and obligations of the Parties hereunder, will be binding upon and inure to the benefit of their respective successors, assigns, heirs, executors, administrators and legal representatives.

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

Section 10.4 Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, inoperative or unenforceable for any reason, the provision shall be modified to make it valid and, to the extent possible, effectuate the original intent of the Parties as closely as possible in an acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the fullest extent possible.

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

Section 10.6 Termination of Agreement; Survival.

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

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

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

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

Section 10.7 No Waivers. The failure by Company to exercise or enforce any right or provision of this Agreement will not constitute a present or future waiver of such right or provision nor limit Company's right to enforce such right or provision at a later time. All waivers by Company must be unequivocal and in writing to be effective.

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

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

EXHIBIT A
U.S. ACCREDITED INVESTORS VERIFICATION REQUIREMENTS

The Company is offering The Company's Tokens to U.S. Investors under an exemption from securities registration afforded by Regulation D, Rule 506(c), which requires The Company to take "reasonable steps" to verify that each investor is "Accredited," prior to allowing them to purchase The Company's Tokens. An investor must qualify as an accredited investor based on the qualifications provided below:

A. Accreditation for Individuals

Definition: U.S. Investors who wish to purchase The Company's Tokens as an Accredited Investor must meet the following standards as defined by SEC Rules 501 and 506 and provide verification documents.

- (i) A natural person who has individual net worth, or joint net worth with the person's spouse, that exceeds one million USD (\$1,000,000) at the time of the purchase, excluding the value of the primary residence of such person; or
- (ii) A natural person with income exceeding two hundred thousand USD (\$200,000) in each of the two most recent years or joint income with a spouse exceeding three hundred thousand USD (\$300,000) for those years and a reasonable expectation of the same income level in the current year.

Verification Process: A prospective investor who wishes to invest in this Offering will be required to provide verification of their qualifications by one of the following means:

- **Income based verification:** Copies of any IRS documents that shows income (W-2, K-1, Form 1099 or 1040) for the last two (2) years, along with written verification that the investor will reach accredited limits in the current year.
- **Net Worth-Based Verification:** A copy, within the past three (3) months, of the following documents: bank statements, brokerage statements and other statements of securities holdings, certificate of deposit, tax assessments, and appraisal reports issued by an independent third party, a credit report from at least one of the nationwide consumer reporting agencies, and written statement from the Investor that all liabilities necessary to make a determination of net worth have been disclosed.
- **Third Party Verification:** Written confirmation from a registered broker-dealer, an SEC-registered investment adviser, a licensed attorney, or a certified public accountant that such Person has taken reasonable steps to verify that the purchaser is an Accredited Investor within the prior three (3) months and has determined that such purchase is an Accredited Investor.
- **Roll-Over Accredited:** Those people who were treated as Accredited Investors under a prior Rule 506 offering by the same issuer are deemed to be Accredited Investors in future Rule 506(c) offerings, provided that such Investor certified that he is an Accredited Investor.

B Accreditation for Legal Entities

Definition: U.S. Investors (other than natural persons) who wish to purchase The Company's Tokens in this Offering, must meet the following standards as defined by SEC Rules 501 and 506.

- (i) A bank, insurance company, registered investment company, business development company, or small business investment company, must provide:
 - Documents proving its registration as such an entity; and
 - Documents signed by the authorized person approving the investment.
- (ii) An employee benefit plan, within the meaning of the Employee Retirement Income Security Act, if a bank, insurance company, or registered investment adviser makes the investment decisions, or if the plan has total assets in excess of five million USD (\$5,000,000).
 - A bank, insurance company, or registered investment adviser must sign the qualification statement on behalf of the investor; or
 - Documents proving that the plan has total assets in excess of five million USD (\$5,000,000).
- (iii) A charitable organization, corporation, or partnership with assets exceeding five million USD (\$5,000,000), must provide:
 - A copy of the formation certificate and agreement, and a company resolution or other document authorizing the investment signed by the requisite parties identified by such an agreement; and
 - Documentation that the company has over five million USD (\$5,000,000) in assets such as a bank statement or financial statement showing its assets and liabilities.
- (iv) A director, executive officer, or general partner of the company selling the securities; or
- (v) A business in which all the equity owners are Accredited Investors, must provide:
 - A copy of the formation certificate and agreement, and a company resolution or other document authorizing the investment signed by the requisite parties identified by such an agreement; and
 - Documentation from each of the equity owners demonstrating that all of the equity owners are Accredited Investors;
- (vi) A trust with assets in excess of five million USD (\$5,000,000), not formed to acquire the securities offered, whose purchases a sophisticated person makes, must provide:
 - A copy of the trust, agency or other agreement and a document authorizing the investment signed by the requisite parties identified in such an agreement; and
 - Documentation that the trust qualifies as an Accredited Investor because (a) it has over five million USD (\$5,000,000), in assets, and (b) that it was not formed to acquire The Company's Tokens.

EXHIBIT B

"Bad Actor" Disqualifications

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(B) Constitutes a final order based on a violation of any law or regulation that prohibits fraudulent, manipulative, or deceptive conduct entered within ten years before such sale;

(iv) Is subject to an order of the Commission entered pursuant to section 15(b) or 15B(c) of the Securities Exchange Act of 1934 (15 U.S.C. §§ 78o(b) or 78o-4(c)) or section 203(e) or (f) of the Investment Advisers Act of 1940 (15 U.S.C. § 80b-3(e) or (f)) that, at the time of such sale:

(A) Suspends or revokes such person's registration as a broker, dealer, municipal securities dealer or investment adviser;

(B) Places limitations on the activities, functions or operations of such person; or

(C) Bars such person from being associated with any entity or from participating in the offering of any penny stock;

(v) Is subject to any order of the Commission entered within five years before such sale

that, at the time of such sale, orders the person to cease and desist from committing or causing a violation or future violation of:

(A) Any scienter-based anti-fraud provision of the federal securities laws, including without limitation section 17(a)(1) of the Securities Act of 1933 (15 U.S.C. § 77q(a)(1)), section 10(b) of the Securities Exchange Act of 1934 (15 U.S.C. § 78j(b)) and 17 CFR 240.10b-5, section 15(c)(1) of the Securities Exchange Act of 1934 (15 U.S.C. § 78o(c)(1)) and section 206(1) of the Investment Advisers Act of 1940 (15 U.S.C. § 80b-6(1)), or any other rule or regulation thereunder; or

(B) Section 5 of the Securities Act of 1933 (15 U.S.C. § 77e).

(vi) Is suspended or expelled from membership in, or suspended or barred from association with a member of, a registered national securities exchange or a registered national or affiliated securities association for any act or omission to act constituting conduct inconsistent with just and equitable principles of trade;

(vii) Has filed (as a registrant or issuer), or was or was named as an underwriter in, any registration statement or Regulation A offering statement filed with the Commission that, within five years before such sale, was the subject of a refusal order, stop order, or order suspending the Regulation A exemption, or is, at the time of such sale, the subject of an investigation or proceeding to determine whether a stop order or suspension order should be issued; or

Is subject to a United States Postal Service false representation order entered within five years before such sale, or is, at the time of such sale, subject to a temporary restraining order or preliminary injunction with respect to conduct alleged by the United States Postal Service to constitute a scheme or device for obtaining money or property through the mail by means of false representations.