

# The Etalonium Token Purchase

## The Token Purchase Agreement

*Last Updated: 14th March 2020*

PLEASE READ THIS TOKEN PURCHASE AGREEMENT CAREFULLY AND COMPLETELY AS IT AFFECTS YOUR OBLIGATIONS AND LEGAL RIGHTS, INCLUDING, BUT NOT LIMITED TO WAIVERS OF RIGHTS AND LIMITATION OF LIABILITY. YOU (PURCHASER) UNDERSTAND AND AGREE THAT BY VIRTUE OF PURCHASE OF ETALONIUM TOKENS (MODL TOKENS) PURCHASER IS SUBJECT TO AND BOUND BY THIS TOKEN PURCHASE AGREEMENT.

This Token Purchase Agreement (hereinafter “**this Agreement**” or “**Agreement**”) contains the terms and conditions that govern your use of the distribution smart contract (hereinafter the “**distribution contract**”) and purchase of the ERC-20 compatible tokens distributed on the Ethereum blockchain (hereinafter the “**Etalonium Tokens**”, “**Etalonium Coins**” “**MODL Tokens**”, “**Tokens**” or “**Token**”) and is an agreement between you or the entity that you represent (hereinafter the “**Buyer**” or “**You**”) and **Limited Partnership ETALONIUM IRELAND LP** (hereinafter the “**Company**”, “**We**”, “**Us**” or “**Our**”). The Buyer and the Company are herein referred to individually as a “**Party**” and collectively, as the “**Parties**”.

The Company (**ETALONIUM IRELAND LP**) (No LP2768) established and existing under the laws of the Republic of Ireland. The Company legal address (business address): OFFICE 29, CLIFTON HOUSE, FITZWILLIAM STRET LOWER, DUBLIN 2, DO2 XT91, REPUBLIC OF IRELAND.

By purchasing the Token during the Pre-Sale or the Token Sale, You will be bound by this Agreement and any terms incorporated by reference. If you have any questions regarding these Terms, please contact us at **fashion@etalonium.io**.

**RESTRICTIONS:** PARTICIPANTS CANNOT PURCHASE THE TOKENS IF THERE ARE APPLICABLE LEGAL RESTRICTIONS IN THEIR COUNTRY OF RESIDENCE. PARTICIPANTS MAY BE RESTRICTED BY THEIR JURISDICTIONS FROM PARTICIPATING IN THE TOKEN SALES. THE WEBSITE <https://www.etalonium.io/>. HEREINAFTER THE “**WEBSITE**”) AND THE TOKEN ARE ONLY INTENDED FOR SALE TO PARTICIPANTS WHO MAY LAWFULLY OFFERED THE TOKEN FOR SALE. THE COMPANY DOES NOT OFFER THE TOKEN FOR SALE TO ANY CITIZENS AND/OR RESIDENTS (FISCAL RESIDENTS OR OTHER RESIDENTS) OF TERRITORIES WHERE PARTICIPATION IN THE TOKEN SALES IS FORBIDDEN AND

CITIZENS AND/OR RESIDENTS (FISCAL RESIDENTS OR OTHER RESIDENTS) FROM ANY UN SANCTIONED COUNTRIES.

THE COMPANY DOES NOT ACCEPT ANY PARTICIPANTS WHO IS BELOW THE AGE OF MAJORITY TO ENTER INTO AGREEMENTS (AT LEAST 18 YEARS OF AGE). TO PARTICIPATE IN THE TOKEN SALE OR THE PRE-SALE YOU SHOULD BE A PERSON UNDER THE AGE OF FULL LEGAL CAPACITY (IN ACCORDANCE WITH THE REQUIREMENTS OF THE LAW OF YOUR JURISDICTION).

**THE PARTIES AGREE AS FOLLOWS:**

- **BINDING AGREEMENT:** the Buyer understands and agrees that the Buyer is a subject to and bound by this Agreement by virtue of the Buyer's purchase of the Tokens.
- **THE TOKENS HAVE NO RIGHTS, USES OR ATTRIBUTES** outside of the Etalonium project (Ecosystem). The Buyer is purchasing the Tokens to potentially receive Services in, and utilise, the Etalonium Ecosystem at a future point in time. The Buyer is not purchasing the Tokens for any other uses or purposes, including, but not limited to, any investment, speculative or other financial purposes.
- **PURCHASES OF THE TOKENS ARE NON-REFUNDABLE AND CANNOT BE CANCELLED. THE BUYER MAY LOSE ALL AMOUNTS PAID.**
- **THE TOKENS MAY HAVE NO VALUE OUTSIDE OF THE ETALONIUM ECOSYSTEM.**
- **THE COMPANY RESERVES THE RIGHT TO REFUSE OR CANCEL THE TOKEN PURCHASE REQUESTS AT ANY TIME IN ITS OWN DISCRETION.**
- **PEOPLE WHO PURCHASE EARLIER THAN YOU MAY RECEIVE MORE TOKENS FOR THE SAME AMOUNT PAID.**
- **THE BUYER CAREFULLY READS ALL RISKS SET FORTH IN SECTION 7 AND AGREES TO UNDERTAKE ALL THESE RISKS.**
- **NO CHINESE BUYERS OR BUYERS FROM THE USA:** the Tokens are not being offered or distributed to Chinese persons and/or persons of the USA (as defined below). If you are citizen, resident of, or a person located or domiciled in, or any entity, including, without limitation, any corporation or partnership created or organized in or under the laws of the People's Republic of China (a "Chinese person") and/or the United States of America (a "person of the USA"), do not purchase or attempt to purchase the Tokens.
- **THE TOKENS ARE ALSO NOT OFFERED OR DISTRIBUTED TO ANY CITIZENS AND/OR RESIDENTS (FISCAL RESIDENTS OR OTHER RESIDENTS) OF TERRITORIES WHERE PARTICIPATION IN THE TOKEN SALES IS FORBIDDEN AND CITIZENS AND/OR RESIDENTS (FISCAL**

RESIDENTS OR OTHER RESIDENTS) FROM ANY UN SANCTIONED COUNTRIES.

- BY PURCHASING THE TOKEN DURING THE PRE-SALE OR THE TOKEN SALE THE BUYER CONFIRMS AND GUARANTEES THAT HE IS NOT: (a) holder of a permanent residence permit («Green Card») in the USA, (b) citizen or resident (fiscal resident or other resident) of the USA, the Commonwealth of Puerto Rico, Virgin Islands of the USA, any other possession of the USA, the People's Republic of China, the Democratic People's Republic of Korea (DPRK), the Federal Democratic Republic of Ethiopia, the Islamic Republic of Iran, the Democratic Socialist Republic of Sri Lanka, the Syrian Arab Republic, the Republic of Trinidad and Tobago, the Republic of Tunisia, the Republic of Vanuatu, the Republic of Yemen, the Autonomous Republic of Crimea or a person of the above-mentioned states (territories), or (c) citizen and/or resident (fiscal resident or other resident) of any country or territory where participation/holding of ICO, operations with the digital Tokens and/or digital currency (cryptocurrency) are forbidden or in any way limited by the applicable rules of law, and also if interaction with the Buyer's country of residence violates international law.
- The Buyer acknowledges, understands and agrees that: (a) the purchase and receipt of the Tokens may have tax consequences for the Buyer; (b) the Buyer (You) is solely responsible for the Buyer's compliance with the Buyer's tax obligations; (c) the Company bears no liability or responsibility with respect to any tax consequences to the Buyer.

BY USING THE WEBSITE AND/OR PURCHASING THE TOKEN, YOU AGREE TO THESE TERMS IN THEIR ENTIRETY. IT IS UNDERSTOOD AND PRESUMED THAT BY THE FACTS OF USE OF THE WEBSITE AND PURCHASE OF THE TOKEN, THE RESPECTIVE PARTICIPANT HAS FULLY READ, UNDERSTOOD AND IRREVOCABLY ACCEPTED THESE TERMS.

IF ANY PARTICIPANT DOES NOT AGREE WITH THESE TERMS IN GENERAL OR ANY PART OF IT, SUCH USER SHOULD ENTIRELY WITHHOLD FROM USING THE WEBSITE AND/OR PURCHASING THE TOKEN. IF YOU DO NOT AGREE TO ALL OF THESE TERMS, PLEASE DO NOT USE THE WEBSITE OR ANY INFORMATION, LINK OR CONTENT CONTAINED ON THE WEBSITE AND DO NOT PARTICIPATE IN THE TOKEN SALE. YOUR TRANSFER TO US CRYPTOCURRENCIES OR YOUR ACCESS TO AND USE OF THE WEBSITE CONSTITUTE YOUR ACCEPTANCE OF AND AGREEMENT TO ABIDE BY EACH AND EVERY RULE AND PROVISION OF THIS AGREEMENT.

YOU ALSO ACKNOWLEDGE, UNDERSTAND AND AGREE TO THE FOLLOWING TERMS:

## **SECTION 1:**

## ACCEPTANCE OF AGREEMENT AND PURCHASE OF THE TOKENS

1.1. This Agreement shall be effective and binding on the Parties when the Buyer:

(a) clicks the "submit" button (or similar approve button) on the official Etalonium Website (<https://www.etalonium.io/>) to indicate that the Buyer has read, understood and agreed to the terms of this Agreement; or, if earlier

(b) upon the Company's receipt of payment from the Buyer. The Buyer agrees to be bound on this basis, and confirms that the Buyer has read in full and understood this Agreement and the terms on which the Buyer is bound.

1.2. Terms and Conditions, Disclaimer, Privacy Policy and other agreements with You. We can govern the relationship with You by concluding supplementary agreements, in particular the Terms and Conditions, Privacy Policy and Disclaimer. Specified agreements may be amended occasionally, the relevant version of specified agreements You will find on our Website located at <https://www.etalonium.io/> which are hereby incorporated by reference. The Buyer has read, understood and agreed to those terms.

1.3. White Paper: the Company has prepared the White Paper, which is available at <https://www.etalonium.io/> describing matters relating to the Etalonium project. The White Paper, as it may be amended from time to time, is hereby incorporated by reference. The Buyer has read and understood the White Paper and its contents.

1.4. The Tokens:

a) The Etalonium Tokens are the utility tokens.

b) Purpose: As mentioned above, purchase of the Tokens will allow the opportunity to the Buyer to receive Services in, and use, the Ecosystem at a future point in time. Although the Tokens may be tradable, they are not an investment, currency, security, commodity, a swap on a currency, security or commodity or any other kind of financial instrument.

c) The Company's Use of Proceeds: the Buyer acknowledges and understands that the proceeds from the sale of the Tokens will be utilized by the Company in its own discretion.

## SECTION 2:

### THE TOKEN DISTRIBUTION

2.1. The Company intends to allocate and distribute the Tokens in accordance with the material specifications as set forth in **Annex №2** to this Agreement which includes details regarding pricing of the Token Distribution and the amount of the Tokens that will be distributed. During the distribution period We will provide specific procedures on how the Buyer should purchase the Tokens through Our Website. By purchasing the Tokens, the Buyer acknowledges and understands and has no objection to such procedures and material specifications. Failure to use the Website and follow such procedures may result in no receiving any Tokens by the Buyer. Any buyer of the Tokens may lose some or all of the

amounts paid for the Tokens. The access or use of the Etalonium distribution smart contract and/or the receipt or purchase of the Tokens through any other means are not sanctioned or agreed to in any way by the Company. The Buyer should take great care that the website used to purchase the Tokens has the following universal resource locator (URL) - <https://www.etalonium.io/>.

2.2. The Tokens are not being offered to Chinese persons and/or persons of the USA. Chinese persons and/or persons of the USA are strictly prohibited and restricted from using the Etalonium distribution contract and/or purchasing the Tokens and the Company is not soliciting purchases by Chinese persons and/or persons of the USA in any way. If Chinese persons and/or persons of the USA use the Etalonium distribution contract and/or purchasing the Tokens, such person has done so and entered into this Agreement on an unlawful, unauthorized and fraudulent basis. The Company is not bound by this Agreement if this Agreement has been entered into by a Chinese persons and/or persons of the USA as the Buyer or the Buyer has entered into this Agreement or has purchased the Tokens on behalf of Chinese persons and/or persons of the USA, and the Company may take all the necessary and appropriate actions, in its own discretion, to invalidate this Agreement, including referral of information to the appropriate authorities. The Tokens are also not offered or distributed to any citizens and/or residents (fiscal residents or other residents) of territories where participation in the token sales is forbidden and citizens and/or residents (fiscal residents or other residents) from any UN sanctioned countries.

2.3. The Buyer understands and consents to the participation of the Company's past, present and future employees, officers, directors, contractors, consultants, equity holders, suppliers, vendors and service providers in the purchase of the Tokens, including people who may work on the development and implementation of the Etalonium Ecosystem or who may work for the Company's future businesses which the Company may establish with a portion of the proceeds from the Token distribution. All such persons will participate on the same terms as every other buyer of the Tokens and will be bound by this Agreement.

2.4. The Tokens will be distributed to buyers thereof pursuant to the distribution contract. The 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 Tokens or their utility, or the ability of anyone to purchase or use the Tokens. Without limiting the foregoing, the 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, the Buyer acknowledges and understands that the Buyer may never receive the Tokens and may lose the entire amount the Buyer paid to the Company. The Buyer shall provide an accurate digital wallet address to the Company for receipt of any Tokens distributed to the Buyer.

2.5. The sale of the Tokens and the Tokens themselves are not securities, commodities, swaps on either securities or commodities, or a financial instrument of any kind. Purchases and sales of the Tokens are not subject to the protections of any laws governing those types of financial instruments. This Agreement and all other documents referred to in this Agreement including

the White Paper do not constitute a prospectus or offering document, and are not an offer to sell, nor the solicitation of an offer to buy an investment, a security, commodity, or a swap on either a security or commodity.

2.6. The Buyer should not participate in the Token distribution or purchase the Tokens for investment purposes. The Tokens are not designed for investment purposes and should not be considered as a type of investment. The Buyer acknowledges, understands and agrees that the Tokens are equivalent of the permission to use the Etalonium Ecosystem and the Company does not make any guarantee, representation or warranty that:

- (a) the Project will remain in the same or similar form as described in the White Paper;
- (b) the Tokens will have the same or similar use and function for purposes of the Etalonium Ecosystem as described in the White Paper.

2.7. The Buyer acknowledges and agrees that the Buyer is not purchasing the Tokens for purposes of investment, speculation, as some type of arbitrage strategy, for immediate resale or other financial purposes, but rather as the permission (the right to participate) in the Etalonium Ecosystem.

### **SECTION 3:**

#### **NO CLAIM, LOAN OR OWNERSHIP**

INTEREST 3.1. The purchase of the Tokens:

- (a) does not provide the 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 the Company;
- (c) does not provide the Buyer with any ownership or other interest in the Company.

3.2. The Company retains all right, title and interest in all of the 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. The Buyer may not use any of the Company's intellectual property for any reason without the Company's prior written consent, except as otherwise provided under the separate License Agreement.

### **SECTION 4:**

#### **SECURITY AND DATA PRIVACY**

4.1. The Buyer will implement reasonable and appropriate measures designed to secure access to: (a) any device associated with the Buyer and utilized in connection with the Buyer's

purchase of the Tokens; (b) private keys to the Buyer's wallet or account; and (c) any other username, passwords or other login or identifying credentials. In the event that the Buyer is no longer in possession of the Buyer's private keys or any device associated with the Buyer's account or is not able to provide the Buyer's login or identifying credentials, the Buyer may lose all of the Buyer's Tokens and/or access to the Buyer's account. The Company is under no obligation to recover any Tokens and the Buyer acknowledges, understands and agrees that all purchases of the Tokens are non-refundable and the Buyer will not receive any compensation for any Tokens purchased.

4.2. Upon the Company's request, the Buyer will immediately provide to the Company information and documents that the Company, in its own 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. The Buyer consents to the Company disclosing such information and documents in order to comply with applicable laws, regulations, rules or agreements. The Buyer acknowledges that the Company may refuse to distribute the Tokens to the Buyer until such requested information is provided.

## **SECTION 5: REPRESENTATIONS AND WARRANTIES OF THE BUYER**

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

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

- (a) If an individual, the Buyer is at least 18 years old and of sufficient legal age and capacity to purchase the Tokens;
- (b) If a legal person, the Buyer is duly organized, validly existing and in good standing under the laws of its domiciliary jurisdiction and each jurisdiction where it conducts business.

5.2. 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 the Buyer's organizational documents, if applicable;
- (b) any provision of any judgment, decree or order to which the 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 the Buyer is a party or by which it is bound;
- (d) any laws, regulations or rules applicable to the Buyer.

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

5.4. The Buyer is not a 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 the Buyer, threatened by any governmental authority, that would reasonably be expected to become the basis for the Buyer Event. If the Buyer is a legal entity, the 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.

5.5. The 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 the Buyer’s purchase of the 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 the Tokens, and liability to the Company and others for its acts and omissions, including with limitation those constituting breach of this Agreement, negligence, fraud or willful misconduct. The Buyer has obtained sufficient information in order to make an informed decision to purchase the Tokens.

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

5.7. All payments by the Buyer under this Agreement will be made only in the 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.

5.8. To the extent required by applicable law, the Buyer complies with all anti-money laundering and counter-terrorism financing requirements.

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

5.10. The Buyer confirms and guarantees to the Company that he is not Chinese person and/or person of the USA in understanding the terminology of this Agreement. The Buyer also guarantees and confirms that he is not a citizen and/or resident (fiscal resident or other



resident) of territories where participation in the token sales is forbidden and citizen and/or resident (fiscal resident or other resident) from any UN sanctioned countries.

## **SECTION 6: DISCLAIMERS**

6.1. The Buyer expressly acknowledges, understands and agrees that the Buyer is using the distribution contract and purchasing the Tokens at the Buyer's sole risk and that the distribution contract and the 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 the Company and the Buyer shall rely on its own examination and investigation thereof.

6.2. THE COMPANY DOES NOT MAKE AND EXPRESSLY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS, IMPLIED OR STATUTORY.

6.3. WITH RESPECT TO THE DISTRIBUTION CONTRACT AND THE TOKENS, THE 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.

## **SECTION 7: RISKS**

THE TOKENS MAY HAVE NO VALUE. THE BUYER MAY LOSE ALL AMOUNTS PAID. THE BUYER HAS CAREFULLY REVIEWED, ACKNOWLEDGES, UNDERSTANDS AND ASSUMES THE FOLLOWING RISKS, AS WELL AS ALL OTHER RISKS ASSOCIATED WITH THE TOKENS, ALL OF WHICH COULD RENDER THE TOKENS WORTHLESS OR OF LITTLE VALUE:

7.1. The Tokens have no rights, uses, purpose, attributes, functionalities or features, express or implied, outside the Etalonium Ecosystem. The Buyer understands and agrees that the Tokens are designed only to be utilized with the Etalonium Ecosystem.

7.2. There are no guarantees as to the price of the Tokens purchased by the Buyer and no guarantees that the price per the Token determined each period by the market will be equal to or higher in the subsequent periods of the distribution period.

7.3. The 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

7.4. Currently 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. The Buyer acknowledges and understands that the Ethereum blockchain may not include the Buyer's transaction at the time the Buyer expects and the Buyer may not receive the Tokens the same day the Buyer sends ETH.

7.5. 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. The Buyer acknowledges and understands that Ethereum block producers may not include the Buyer's transaction when the Buyer wants or the Buyer's transaction may not be included at all.

7.6. The Buyer may be unable to sell or otherwise transact in the Tokens at any time, or for the price the Buyer paid. By using the distribution contract or by purchasing the Tokens, the Buyer acknowledges, understands and agrees that: (a) the Tokens have no value away from the Etalonium Ecosystem; (b) there is no guarantee or representation of liquidity for the Tokens; (c) the Company is not and shall not be responsible for or liable for the market value of the Tokens, the transferability and/or liquidity of the Tokens and/or the availability of any market for the Tokens through third parties or otherwise.

7.7. The 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, 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 the Buyer's Tokens, the loss of the Buyer's ability to access or control the Buyer's Tokens or the loss of ETH in the Buyer's account. In the event of such a software bug or weakness, there may be no remedy and holders of the Tokens are not guaranteed any remedy, refund or compensation.

7.8. The Tokens purchased by the Buyer may be held by the Buyer in the 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 the Buyer's digital wallet or vault storing the Tokens will result in loss of such Tokens, access to the Buyer's Token balance and/or any initial balances in blockchains created by the third parties. Any third party that gains access to such private key(s), including by gaining access to login credentials of a hosted wallet or vault service the Buyer uses, may be able to misappropriate the Buyer's Tokens. The Company is not responsible for any such losses.

7.9. The Etalonium Ecosystem and all of the matters set forth in the White Paper are new and untested. The Etalonium Ecosystem might not be capable of completion, implementation or adoption. It is possible that the Etalonium Ecosystem will never be workable.

7.10. The Etalonium Ecosystem 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 Etalonium Ecosystem.

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

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

7.13. Etalonium project and its Ecosystem may undergo significant changes over time. Although the Company intends for the Etalonium Ecosystem to have the features and specifications set forth in the White Paper, the Company may make changes to such features and specifications for any number of reasons, any of which may mean that the Etalonium Ecosystem project as a whole does not meet the Buyer's expectations.

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

7.15. 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 the Tokens in various ways, including,

for example, through a determination that Tokens are regulated financial instruments that require registration. The Company may cease the distribution of the Tokens or cease operations in a jurisdiction in the event that governmental actions make it unlawful or commercially undesirable to continue to do so.

## **SECTION 8: LIMITATION OF LIABILITY**

8.1. To the fullest extent permitted by applicable law, the Buyer disclaims any right or cause of action against the Company of any kind in any jurisdiction that would give rise to any Damages whatsoever, on the part of the Company. The Company shall not be liable to the 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 the Company has been advised of the possibility of such damages. The Buyer agrees not to seek any refund, compensation or reimbursement from the Company, regardless of the reason, and regardless of whether the reason is identified in this Agreement.

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

8.3. The Buyer understands and agrees that the Company shall not be liable and disclaims all liability to the 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.

8.4. To the fullest extent permitted by applicable law, the Buyer releases the 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 9: INDEMNIFICATION**

9.1. You acknowledge, understand and agree to the following:

(a) To the fullest extent permitted by applicable law the Buyer will indemnify, defend and hold harmless and reimburse the Company from and against any and all actions, proceedings, claims, damages, demands and actions (including without limitation fees and expenses of counsel), incurred by the Company arising from or relating to: (1) the Buyer's purchase or

use of the Tokens; (2) the Buyer's responsibilities or obligations under this Agreement; (3) the Buyer's breach of or violation of this Agreement; (4) any inaccuracy in any representation or warranty of the Buyer; (5) the Buyer's violation of any rights of any other person or entity; and/or (6) any act or omission of the Buyer that is negligent, unlawful or constitutes willful misconduct.

(b) the Company reserves the right to exercise sole control over the defense, at the 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 the Buyer and the Company.

## **SECTION 10: DISPUTE RESOLUTION**

10.1. The Buyer and the 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 (hereinafter the "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 10.2 below.

10.2. Any Dispute not resolved within 90 days as set forth in Section 10.1 shall be referred to and finally resolved by authorized judicial authority of the Republic of Georgia.

10.3. The governing law of the Agreement shall be as set forth in Section 11.1 herein. 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. The Company and the Buyer will each pay their respective attorneys' fees and expenses.

10.4. Any dispute arising out of or related to this Agreement is personal to the Buyer and the 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.

## **SECTION 11: MISCELLANEOUS**

11.1. This Agreement shall be governed in all respects, including as to validity, interpretation and effect, by the laws of the Republic of Georgia 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.

11.2. The Buyer shall not assign this Agreement without the prior written consent of the Company. Any assignment or transfer in violation of this Section will be void. The 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.

11.3. This Agreement, as well as the Etalonium Terms and Conditions, Disclaimer and Privacy Policy (if such documents are available on the Etalonium Website), 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 the Company about the Tokens.

11.4. 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.

11.5. The Company may modify this Agreement at any time by posting a revised version on the Website, available at <https://www.etalonium.io/>. The modified terms will become effective upon posting. It is the 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.

11.6. Termination of Agreement:

(a) In the event that the Buyer has made payment in full and the Company determines, in its own discretion, that this Agreement constitutes a security or other form of financial instrument subject to regulation by any Governmental Authority, the Company may immediately terminate this Agreement. After such termination, the Buyer will not receive any Tokens.

(b) The Company reserves the right to terminate this Agreement, in its sole discretion, in the event that the Buyer breaches this Agreement. After such termination, the Buyer shall not be entitled to receive any Tokens.

(c) This Agreement shall otherwise terminate upon the completion of all sales in the Token Distribution.

(d) After termination of this Agreement: (1) all of the Buyer's rights under this Agreement immediately terminate; (2) the Buyer is not entitled to a refund of any amount paid; and (3) Articles 3, 4, 6, 7, 8, 9, 10, and 11 will continue to apply in accordance with their terms.

11.7. The failure by the 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 the Company's right to enforce such right or provision at a later time. All such waivers by the Company must be unequivocal and in writing to be effective.

11.8. 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.

11.9. The Buyer agrees, understands and acknowledges that this Agreement, all the other agreements, notifications and any messages, which the Company provides to the Buyer under this Agreement or with regard to the acquisition the Tokens by the Buyer, can be provide to the Buyer by the Company at it's own discretion in electronic form.

#### **Annex №1**

«The Etalonium Digital Wallet Address»

Digital Wallet Address: 0x3287D3b819d731e8931038Dd269b4f55f00B2467

#### **Annex №2**

«The details of the Etalonium Token purchase and distribution»

The following information has not created in **Limited Partnership ROSSMERE TRADE LP** any legal obligations to You. The information described below for general informational purposes only.

The Etalonium Token distribution will take place over 300 days starting on 21.12.2029 at 00:00 UTC. This term might be subject of amendment.

The details of the Token purchase and distribution:

|   |                                      |  |
|---|--------------------------------------|--|
| Technical limitations of the Tokens                               | 600 000 000 (100%)                   | Total number of the released Tokens  |
| The number of the distributed Tokens                              | 330 000 000 (55%)                    | The number of the distributed tokens during the Pre-sale and Main stage the Token Sale |
| How much tokens will be reserved for founders, advisors and team? | 270 000 000 (45%)                    | The number of the tokens that will be reserved for founders, advisors and team         |
| How to deal with the unsold token?                                | All the unsold tokens will be burned |  |
| Soft cap (main stage)   | 15 000 000 USDT                      |  |
| Hard cap (main stage)   | 30 000 000 USDT                      |  |
| The Pre-Sale Token price  | 1 MODL = 0.5 USDT                    |  |

|   |                   |
|---|-------------------|
| The Token average price before Soft cap | 1 MODL = 1 USDT   |
| The Token average price after Soft cap  | 1 MODL = 3.5 USDT |

## OUR CONTACTS

If you have any questions concerning this Token Purchase Agreement or any of its additions, please contact us at **[fashion@etalonium.io](mailto:fashion@etalonium.io)**.