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YOU WILL NOT BE ENTITLED, AS A HOLDER OF THE SECURITIES ISSUABLE HEREUNDER TO RECEIVE DIVIDENDS OR VOTE AS A SHAREHOLDER OR BE DEEMED A SHAREHOLDER OF THE COMPANY FOR ANY OTHER PURPOSE, NOR WILL ANYTHING CONTAINED HEREIN

BE CONSTRUED TO CONFER UPON YOU, AS SUCH, ANY OF THE RIGHTS OF A SHAREHOLDER OR ANY RIGHT TO VOTE FOR THE ELECTION OF DIRECTORS OR UPON ANY MATTER SUBMITTED TO THE BOARD OF DIRECTORS AT ANY MEETING THEREOF, OR TO GIVE OR WITHHOLD CONSENT TO ANY CORPORATE ACTION OR TO RECEIVE NOTICE OF OR ATTEND SHAREHOLDER OR BOARD MEETINGS, OR TO RECEIVE PURCHASE RIGHTS OR OTHERWISE.

PARTICIPATION IN THE OFFERING INVOLVES A HIGH DEGREE OF RISKS. YOU SHOULD CAREFULLY REVIEW THE PRIVATE PLACEMENT MEMORANDUM PROVIDED TO YOU IN CONNECTION HERewith, THE RECEIPT OF WHICH YOU HEREBY ACKNOWLEDGE, TOGETHER WITH ALL OF THE OTHER INFORMATION CONTAINED IN THIS AGREEMENT, BEFORE MAKING A PURCHASE DECISION.

**RAYLSFUSION LTD.
TOKEN PURCHASE AGREEMENT**

Purchaser:	[INSERT NAME]
Agreement Date:	[INSERT DATE OF AGREEMENT]
Purchaser's Network Address for Delivery of Tokens:	[INSERT PURCHASER'S RECEIVING WALLET ADDRESS]
Total Purchase Amount:	[INSERT TOTAL PURCHASE AMOUNT]
Price Per Token:	\$0.0154
Number of Purchased Tokens:	[TOTAL NUMBER OF TOKENS BEING PURCHASED]
Form of Payment:	<p>The Purchase Amount can be paid by wire, credit card, ACH, in USD Coin (\$USDC) or Tether (\$USDT) via any \$USDC or \$USDT supported network or any other method supported by Payment Servicer. The US dollar exchange rate for any cryptocurrencies used for the Purchase Amount shall be determined as set forth herein.</p> <p>Cryptocurrencies and digital assets received in connection with purchases pursuant to this Offering are directed to an account maintained by the Company. If a purchase is rejected for any reason, including if ODB is unable to verify the KYC of the Purchaser, and if payment was made in the specifically approved cryptocurrency or digital asset, a refund of the purchase price will be made in USDC, and such refunds will be based upon the USD-denominated value of the Purchase Amount only, regardless of the type and amount of the approved cryptocurrency or digital assets paid, or any volatility in their prices, and subject to certain fees (i.e. the amount of cryptocurrency originally sent may vary from the amount of cryptocurrency refunded due to exchange rate variations). Gas fees or miner fees for refunds, which are paid to validators on a blockchain network, will be deducted from the amount of the refund sent. Purchasers in the Offering will not have the right to revoke their purchase at any time. Gas costs and miner fees paid in the original purchase will not be refunded. For all accepted purchases, the Company will bear the cost of any gas costs and/or other</p>

	fees to deliver the tokens to the Purchaser.
Delivery Schedule:	<p>The Purchaser will not offer, sell, pledge, or otherwise assign or transfer any rights under the TPA or the Tokens, unless, where applicable in compliance with securities laws, including Rule 144 of the Securities Act.</p> <p>Tokens will be delivered to a compatible wallet address designated by each Purchaser in the TPA as follows:</p> <p style="text-align: center;">Twelve months after TGE.</p> <p>ERC-20 compatible wallets are the only wallets compatible with and able to receive the Tokens.</p>

THIS CERTIFIES THAT in exchange for the payment by the undersigned purchaser (the “*Purchaser*”) of the Total Purchase Amount set forth above on the Agreement Date (the “*Effective Date*”) Raylsfusion Ltd., a British Virgin Islands company limited by shares with registered number 2151146, whose registered address is at 2nd Floor Jayla Place, Road Town, Tortola, British Virgin Islands (the “*Company*”), hereby issues to the Purchaser, a number of Tokens (as defined below) equal to the Number of Purchased Tokens set forth above, on the conditions and subject to the terms set forth below (the “*Terms*”).

1. **OFFERING.** This Token Purchase Agreement (“*TPA*” or “*Agreement*”) is issued by the Company in connection with the offering (“*Offering*”) of Tokens by the Company via a series of agreements on substantially similar terms to this TPA (collectively, the “*TPAs*”). Purchaser acknowledges that TPAs may be issued in a series of multiple closings to certain qualified persons and entities, all as determined from time to time by the Company in its sole discretion. By purchasing the Tokens herein, Purchaser agrees to be bound by this TPA. If Purchaser is purchasing the Tokens on behalf of an entity (such as its employer), Purchaser represents and warrants that it has the authority to bind such entity to this TPA. In that case, “*Purchaser*” will refer to that legal entity.

PURCHASER ACKNOWLEDGES, AGREES AND UNDERSTANDS THAT THE TOKENS PURCHASED HEREUNDER ARE SUBJECT TO THE TERMS AND CONDITIONS SET FORTH IN THIS TPA AND THE DOCUMENTS REFERENCED HEREIN. BY PARTICIPATING IN THIS OFFERING, PURCHASER AGREES TO BE BOUND BY THIS TPA IN ALL RESPECTS.

IMPORTANT NOTICE REGARDING ARBITRATION: WHEN YOU AGREE TO THIS TPA, YOU ARE AGREEING TO RESOLVE ANY DISPUTE BETWEEN YOU AND THE COMPANY THROUGH BINDING, INDIVIDUAL ARBITRATION RATHER THAN IN COURT. PLEASE REVIEW CAREFULLY SECTION 7.7 “GOVERNING LAW AND DISPUTE RESOLUTION” BELOW FOR DETAILS.

2. **OFFER AND SALE.** Purchaser hereby agrees to purchase that Number of Purchased Tokens for an aggregate purchase price equal to the Total Purchase Amount, each as set forth above. The Company reserves the right, in its sole and absolute discretion and without notice, to rescind, terminate, accept, or reject the Purchaser’s investment in whole or in part, along with this TPA for any reason or for no reason. Without limiting any of the foregoing, the valid execution of this TPA shall be conditioned upon the following terms being met: (i) Purchaser’s completion of the purchase commitment process on the

online platform maintained by ODB, providing technical services which allow the online hosting of this Offering; and (ii) the Company counter-signing this Agreement. For the avoidance of doubt, the Company may round down the Number of Purchased Tokens set forth above to four (4) decimal places.

2.1. **Payment.** Purchaser covenants and agrees to pay the Total Purchase Amount to the Company on or about the Effective Date, and in any case no later than two business days after the Effective Date. Purchaser acknowledges and agrees that the Company may, in its sole discretion and without notice, rescind or terminate, as applicable, this TPA and the Tokens in the event that Purchaser does not deliver to the Company its signature page to this TPA or the Total Purchase Amount, in each case within three business days of the Effective Date.

2.2. **Purchaser Qualification.** Purchaser acknowledges and agrees that it is required to meet certain requirements to participate in this Offering, including the Purchaser's status as an "Accredited Investor", as defined under Regulation D under the Securities Act as well as compliance with the Terms.

An "Accredited Investor" means any one of the following:

(a) any bank as defined in Section 3(a)(2) of the Securities Act, or any savings and loan association or other institution as defined in Section 3(a)(5)(A) of the Act whether acting in its individual or fiduciary capacity; any broker or dealer registered pursuant to Section 15 of the Securities Exchange Act of 1934; any insurance Association as defined in Section 2(13) of the Act; any investment Association registered under the Investment Foundation Act of 1940 or a business development Association as defined in Section 2(a)(48) of that Act; any Small Business Investment Association licensed by the U.S. Small Business Administration under Section 301(c) or (d) of the Small Business Investment Act of 1958; any plan established and maintained by a State, its political subdivisions, or any agency or instrumentality of a State or its political subdivisions, for the benefit of its employees, if such plan has total assets in excess of \$5,000,000; any employee benefit plan within the meaning of the Employee Retirement Income Security Act of 1974 if the investment decision is made by a plan fiduciary, as defined in Section 3(21) of such Act, which is either a bank, savings and loan association, insurance association, or registered investment adviser, or if the employee benefit plan has total assets in excess of \$5,000,000 or, if a self-directed plan, with investment decisions made solely by persons that are accredited investors;

(a) any private business development association as defined in Section 202(a)(22) of the Investment Advisers Act of 1940;

(b) any organization described in Section 501(c)(3) of the Internal Revenue Code, corporation, Massachusetts or similar business trust, or partnership, not formed for the specific purpose of acquiring the securities offered, with total assets in excess of \$5,000,000; any director, executive officer, or general partner of the issuer of the securities being offered or sold, or any director, executive officer or general partner of a general partner of that issuer;

(c) any natural person whose individual net worth, or joint net worth with that person's spouse, at the time of his purchase, exceeds \$1,000,000;

(d) any natural person who had an individual income in excess of \$200,000 in each of the two most recent years or joint income with that person's spouse in excess

of \$300,000 in each of those years and has a reasonable expectation of reaching the same income level in the current year;

- (e) any trust, with total assets in excess of \$5,000,000, not formed for the specific purpose of acquiring the securities offered, whose purchase is directed by a sophisticated person as described in Rule 506(b)(2)(ii) under the Act; and
- (f) any entity in which all of the equity owners are accredited investors.
- (g) any entity, of a type not listed in the previous subparagraphs (a), (b), (c), (g), or (h), not formed for the specific purpose of acquiring the securities offered, owning investments in excess of \$5,000,000;
- (h) any natural person holding in good standing one or more professional certifications or designations or credentials from an accredited educational institution that the Commission has designated as qualifying an individual for accredited investor status. In determining whether to designate a professional certification or designation or credential from an accredited educational institution for purposes of this paragraph (j), the Commission will consider, among others, the following attributes:
 - (i) The certification, designation, or credential arises out of an examination or series of examinations administered by a self-regulatory organization or other industry body or is issued by an accredited educational institution;
 - (ii) The examination or series of examinations is designed to reliably and validly demonstrate an individual's comprehension and sophistication in the areas of securities and investing;
 - (iii) Persons obtaining such certification, designation, or credential can reasonably be expected to have sufficient knowledge and experience in financial and business matters to evaluate the merits and risks of a prospective investment; and
 - (iv) An indication that an individual holds the certification or designation is either made publicly available by the relevant self-regulatory organization or other industry body or is otherwise independently verifiable
- (i) any natural person who is a "knowledgeable employee," as defined in rule 3c-5(a)(4) under the Investment Foundation Act of 1940, of the issuer of the securities being offered or sold where the issuer would be an investment company, as defined in section 3 of such act, but for the exclusion provided by either section 3(c)(1) or section 3(c)(7) of such act;
- (j) any "family office," as defined in rule 202(a)(11)(G)-1 under the Investment Advisers Act of 1940:
 - (i) With assets under management in excess of \$5,000,000,
 - (ii) That is not formed for the specific purpose of acquiring the securities offered, and
 - (iii) Whose prospective investment is directed by a person who

has such knowledge and experience in financial and business matters that such family office is capable of evaluating the merits and risks of the prospective investment; and

- (k) any “family client,” as defined in rule 202(a)(11)(G)-1 under the Investment Advisers Act of 1940, of a family office meeting the requirements in paragraph (l) of this section and whose prospective investment in the issuer is directed by such family office pursuant to paragraph (l)(iii).

Purchaser acknowledges and agrees that, in the event the Company determines that Purchaser does not meet the Company’s requirements for purchasers hereunder (as determined by the Company in its sole discretion), the Company may immediately and without notice rescind or terminate, as applicable, this TPA and the Tokens, notwithstanding Purchaser’s compliance with the Terms, delivery of the Total Purchase Amount to the Company, or that the Company may have delivered a signature page to this TPA..

2.3. **Form of Payment.** The Company agrees to accept payment for the Total Purchase Amount by wire, credit card, ACH, in USD Coin (\$USDC) or Tether (\$USDT) via any \$USDC or \$USDT supported network or any other method supported by Payment Servicer. Any payments in unaccepted currencies or other unaccepted methods of transfer will be rejected. The Company will not accept payment by any fiat currency, including, for the avoidance of any doubt, United States dollars, whether by wire, automated-clearing house or otherwise

2.4. **Processing of Cryptocurrency Payments.** Cryptocurrencies and digital assets received in connection with purchases pursuant to this Offering are directed to an account maintained by the Company. The Company reserves the right to discontinue accepting any type of consideration in its sole discretion. The purchase will also be subject to certain transaction fees, including gas costs or miner fees.

2.5. **Rejected Transactions.** If a purchase is rejected for any reason, and if payment was made in the specifically approved cryptocurrency or digital asset, a refund of the purchase price will be made in \$USDC, and such refunds will be based upon the USD-denominated value of the Total Purchase Amount only, regardless of the type and amount of the approved cryptocurrency or digital assets paid, or any volatility in their prices, and subject to certain fees (*i.e.*, the amount of cryptocurrency originally sent may vary from the amount of cryptocurrency refunded due to exchange rate variations). Gas fees or miner fees for refunds, which are paid to validators on a blockchain network, will be deducted from the amount of the refund sent. Purchasers in the Offering will not have the right to revoke their purchase at any time. The ODB administrative fee paid in the original purchase will not be refunded.

3. **TOKEN DELIVERY.**

3.1. **Delivery.** In connection with this TPA, the Company, its agents, or its representatives shall deliver to the Purchaser, in full satisfaction of this TPA, the Number of Purchased Tokens set forth above in accordance with the delivery schedule set forth above. For the avoidance of doubt, Tokens will be delivered to Purchaser’s wallet in accordance with the delivery schedule set forth above.

3.2. **Conditions to Token Delivery.** In connection with, as a condition to, and prior to each delivery of Tokens by the Company to the Purchaser pursuant to Section 3.1, and in each case unless waived in writing by the Company:

3.2.1. The Purchaser will execute and deliver to the Company any and all transaction documents related to this TPA and the delivery of the Tokens as are reasonably requested by the Company, including documentation to verify Purchaser's status as an "**Accredited Investor**" (as defined in Rule 501(a) of Regulation D under the Securities Act);

3.2.2. The Purchaser will provide to the Company, in writing, a command-line client compatible wallet address to which the Purchaser's Tokens will be delivered;

3.2.3. The Purchaser will complete and deliver all AML and KYC Forms (as defined below) requested by the Company from time to time, including after the Effective Date; and

3.2.4. The Purchaser shall do and perform, or cause to be done and performed, all such further acts and things, and shall execute and deliver all such other agreements, certificates, instruments and documents, as the Company may reasonably request in order to carry out the intent and accomplish the restrictions in this Section 3 and/or as shall be requested to comply with then applicable laws and regulations and/or as requested by a digital asset exchange in connection with the listing of the Token.

If the Purchaser fails to meet any of the conditions above, the Company may hold the Tokens deliverable hereunder in escrow until such conditions are met, and such escrow will constitute delivery of the applicable number of Tokens in accordance with this instrument notwithstanding that such Tokens remain in escrow.

3.3. **Lock-up.** In addition to any other restrictions required under applicable law, Purchaser agrees that it will not directly or indirectly transfer any Tokens that have not been delivered to the Purchaser in accordance with Section 3.1 (such Tokens being the "**Undelivered Tokens**"), any options to purchase any Undelivered Tokens, or any instruments convertible into, exchangeable for, or that represent the right to receive Undelivered Tokens, including this TPA. To ensure compliance with the restrictions in this Section 3.3, Purchaser acknowledges that the Company may impose technological lockups or other restrictions on the Tokens. For the avoidance of doubt, all Tokens issuable hereunder shall be fully released from the restrictions in this Section 3.3 only upon the delivery of all Tokens to the Purchaser. For clarity, Undelivered Tokens will not be eligible for staking rewards.

3.4. **Claiming Tokens.** Tokens that are purchased by Purchaser may be claimed by Purchaser only. Tokens are not transferable to any blockchain address prior to the Token Integration Event. Prior to the Token Integration Event, Purchaser cannot transfer nor attempt to transfer (whether by assignment, trust, charge, sub-contract, novation or otherwise), Tokens or any part or the whole of Purchaser's rights, title or interest under these Terms, including Purchaser's right to claim those Tokens, to any other person or entity, whether with or without consideration. All such transfers and attempted transfers are strictly prohibited, will be deemed void and will not be recognized by, nor binding on, the Company.

3.5. **Transferability.** If Purchaser transfers Tokens to a wallet or address owned by another person, then that person and the owner of each other wallet or address to which the Tokens are further transferred (each, a "**New Holder**") are each deemed to be bound by these Terms as Purchasers for the period of time they hold such Tokens, and Purchaser irrevocably and

unconditionally undertakes to ensure that each New Holder, prior to the transfer of Tokens to them, expressly agrees to be bound by these Terms as a Purchaser for the period of time they hold Tokens. By transferring any Tokens, Purchaser assigns all Purchaser's rights, title, and interest under these Terms to the owner of the wallet or address to which Purchaser transfers such Tokens.

3.6. **Absolute Ownership**. The owner of the wallet in which any Tokens are held will (except as otherwise required by law or as ordered by a court of competent jurisdiction) be treated as the absolute owner of such Tokens for all purposes (regardless of any notice of any trust or any other interest, or the theft or loss of any private key) and neither the Company nor any other person will be liable for so treating that person as the Tokens' absolute owner.

3.7. **Written Notice**. The Company agrees that, if any rule of law (including any legislation, rule of common law, rule of equity or customary law) requires written notice to effectuate the transfer of any Tokens, such notice is deemed given as an electronic record by inclusion of the relevant transaction on a block on the Network in accordance with Section 3.5 above.

3.8. **Voidability**. Notwithstanding any other provision in this Section 3, the Company reserves the right to treat as void any transfer of Tokens which the Company reasonably believes to be unlawful for any reason.

4. **DEFINITIONS.**

4.1. ***“AML and KYC Forms”*** means any and all forms, documents, processes, and procedures, including, for the avoidance of doubt, any electronic verification system or processes, which the Company determines, in its sole discretion, are reasonably necessary for the Company to comply with applicable Anti-Money Laundering Laws.

4.2. ***“Applicable Exchange Rate”*** means the exchange rate of cryptocurrency payments. The exchange rate is determined largely from the cryptocurrency exchanges with which the Company has relationships at the time an invoice is generated for the Purchaser.

4.3. ***“Dissolution Event”*** means (i) a voluntary termination of the operations of the Company, (ii) a general assignment of all or substantially all the Company's assets for the benefit of the Company's creditors, or (iii) any other liquidation, dissolution or winding up of the Company, whether voluntary or involuntary.

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

4.5. ***“Anti-Money Laundering Laws”*** means the applicable laws, rules and regulations of all jurisdictions in which the Purchaser is located, resident, organized or operates concerning or related to anti-money laundering, including but not limited to those contained in the Bank Secrecy Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (the ***“Patriot Act”***), each as amended and including the rules and regulations thereunder, and any related or similar rules, regulations or guidelines, issued, administered or enforced by any Governmental Authority.

4.6. ***“Network”*** means the Company's dual-network blockchain designed to unify institutional privacy and control with public-chain liquidity and interoperability, which combines a

high-performance, institution-hosted EVM environment - the Rayls Privacy Node - with a fully EVM-compatible, compliant Ethereum Layer 2 - the Rayls Public Chain.

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

4.8. “*Token Integration Event*” means the date when the Tokens are initially broadly publicly released by the Company for use on the Network, if ever.

4.9. “*Token*” means the Rayls Token, which is the native digital asset intended to be used as a medium of exchange across the Network named “RLS” (or such other name that the Company selects in substitution of the name “RLS”) and which is used for governance and utility on the Network.

4.10. “*Transfer*” means, with respect to any instrument, the direct or indirect assignment, sale, transfer, tender, pledge, hypothecation, or the grant, creation or suffrage of a lien or encumbrance in or upon, or the gift, placement in trust, or other disposition of such instrument or any right, title or interest therein, or the record or beneficial ownership thereof, the offer to make such a sale, transfer or other disposition, and each agreement, arrangement or understanding, whether or not in writing, to effect any of the foregoing.

5. PURCHASER REPRESENTATIONS. The Purchaser represents and warrants to the Company as follows:

5.1. **Authorization.** The Purchaser has full power and authority to enter into this TPA. This TPA, when executed and delivered by the Purchaser, will constitute valid and legally binding obligations of the Purchaser, enforceable in accordance with their terms, except as limited by applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance, and any other laws of general application affecting enforcement of creditors’ rights generally, and as limited by laws relating to the availability of specific performance, injunctive relief, or other equitable remedies.

5.2. **Purchase Entirely for Own Account.** This TPA is made with the Purchaser in reliance upon the Purchaser’s representation to the Company, which by the Purchaser’s execution of this TPA, the Purchaser hereby confirms, that the Tokens to be acquired by the Purchaser will be acquired for investment for the Purchaser’s own account, not as a nominee or agent, and not with a view to the resale or distribution of any part thereof, and that the Purchaser has no present intention of selling, granting any participation in, or otherwise distributing the same. By executing this TPA, the Purchaser further represents that the Purchaser does not presently have any contract, undertaking, agreement or arrangement with any Person to sell, Transfer or grant participations to such Person or to any third Person, with respect to any of the Tokens. The Purchaser has not been formed for the specific purpose of acquiring the Tokens.

5.3. **Disclosure of Information.** The Purchaser has sufficient knowledge of and experience in business and financial matters to be able to evaluate the risks and merits of this TPA and of the Tokens, is able to incur a complete loss of such investment without impairing the Purchaser’s financial condition, and is able to bear the economic risk of such investment for an indefinite period of time. The Purchaser has had an opportunity to discuss the Company’s business, management, financial affairs and the terms and conditions of the Offering of the Tokens with the Company’s representatives. The Purchaser has not relied on any representations or warranties made by the Company outside of this instrument, including, but not limited to, conversations of any kind,

whether through oral or electronic communication, or any white paper or website. The Purchaser acknowledges and agrees that the Token is intended for use on the Company's dual-network blockchain designed to unify institutional privacy and control with public-chain liquidity and interoperability, which combines a high-performance, institution-hosted EVM environment - the Rayls Privacy Node - with a fully EVM-compatible - the Rayls Public Chain.

5.4. **Compliance with Securities, Commodities, & Other Laws.** The Purchaser understands that the Tokens have not been, and will not be, registered under the Securities Act or any applicable state securities laws, by reason of a specific exemption from the registration provisions of the Securities Act and other applicable state securities laws which depends upon, among other things, the bona fide nature of the investment intent and the accuracy of the Purchaser's representations as expressed herein. The Purchaser understands that the Tokens constitute "restricted securities" under applicable United States federal and state securities laws and that, pursuant to these laws, the Purchaser must hold the Tokens indefinitely unless they are registered with the Securities and Exchange Commission and qualified by state authorities, or an exemption from such registration and qualification requirements is available. The Purchaser acknowledges that the Company has no obligation to register or qualify the Tokens for resale, and exemptions from registration and qualification may not be available or may not permit the Purchaser to transfer all or any of the Tokens in the amounts or at the times proposed by the Purchaser. The Purchaser further acknowledges that if an exemption from registration or qualification is available, it may be conditioned on various requirements including, but not limited to, the time and manner of sale, the holding period for the Tokens, and on requirements relating to the Company which are outside of the Purchaser's control, and which the Company is under no obligation and may not be able to satisfy. The Purchaser is not registered with the U.S. Securities and Exchange Commission as a broker-dealer, alternative trading system or exchange, and is not a member of the U.S. Financial Industry Regulatory Authority ("*FINRA*") nor is required to be registered with the U.S. Securities and Exchange Commission or is subject to the rules of FINRA. The Purchaser has also been advised that this Agreement has not been approved for trading by the Commodity Futures Trading Commission. The Purchaser represents that it is not purchasing this Agreement on the basis that it is a contract of sale of a commodity for future delivery (or option on such a contract), a swap or any other instrument subject to the Commodity Exchange Act. The Purchaser further understands that neither the Company nor any affiliate is licensed as a money transmitter ("*MT*") or a money services business ("*MSB*"). If the Company or any affiliate were deemed to be an MT and/or MSB, it would be subject to significant additional regulation. This could lead to significant changes with respect to the Network, how the Tokens are structured, how they are purchased and sold, and other issues, and would greatly increase the Company's costs in creating and facilitating transactions in the Tokens. It could also lead to the termination of the Tokens. Further, a regulator could take action against the Company or any affiliate if it views the Tokens and the Network as a violation of existing law. Any of these outcomes would negatively affect the value of the Tokens and/or could cause the Company to cease operations.

5.5. **No Public Market.** The Purchaser understands that no public market now exists for the Tokens; that the Company has made no assurances that a public market will ever exist for the Tokens; and that the Company is under no obligation to register or qualify the Tokens for resale under the laws of any Governmental Authority.

5.6. **Accredited Investor.** Purchaser states that Purchaser is an "Accredited Investor" as defined in Rule 501(a) of Regulation D promulgated under the Securities Act. The Purchaser hereby confirms that it has taken reasonable steps to verify that such Purchaser is an accredited investor as such term is defined in Rule 501(a) of Regulation D promulgated under the Securities Act.

5.7. **No Bad Actor.** Neither (i) the Purchaser, (ii) any of its directors, executive officers, other officers that may serve as director or officer of any Company in which it invests, general partners or managing partners, nor (iii) any beneficial owner of the voting equity securities of the Purchaser (in accordance with Rule 262 of the Securities Act) is subject to any of the disqualifying events listed in Rule 506(d)(1) of Regulation D under the Securities Act (a “**Purchaser Event**”), and there is no proceeding or investigation pending or, to the knowledge of Purchaser, threatened by any governmental authority, that would reasonably be expected to become the basis for a Purchaser Event.

5.8. **Legends.** The Purchaser understands that this TPA and any Tokens issuable in respect hereof shall be deemed to bear any the following legends and any other legend required by the securities laws of any jurisdiction to the extent such laws are applicable to the Tokens represented by the certificate so legended (and even without any such legend, the following restrictions shall apply):

THIS SECURITY HAS NOT BEEN AND WILL NOT BE REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE “**SECURITIES ACT**”), OR THE SECURITIES LAWS OF ANY STATE OR OTHER JURISDICTION. NEITHER THIS SECURITY, NOR ANY INTEREST OR PARTICIPATION HEREIN, MAY BE OFFERED, SOLD, ASSIGNED, TRANSFERRED, PLEDGED, ENCUMBERED OR OTHERWISE DISPOSED OF UNDER ANY CIRCUMSTANCES. EACH HOLDER OF THIS SECURITY, BY ITS ACCEPTANCE HEREOF REPRESENTS THAT (A) IT IS AN “ACCREDITED INVESTOR” (AS DEFINED IN REGULATION D UNDER THE SECURITIES ACT) OR (B) IT IS NOT A “U.S. PERSON” AND IS ACQUIRING THIS SECURITY IN AN OFFSHORE TRANSACTION WITHIN THE MEANING OF REGULATION S UNDER THE SECURITIES ACT AND IN ACCORDANCE WITH THE LAWS APPLICABLE TO IT IN THE JURISDICTION IN WHICH SUCH ACQUISITION IS MADE.

THE HOLDER OF ANY SECURITIES AGREES TO OFFER, SELL OR OTHERWISE TRANSFER SUCH SECURITIES ONLY IN COMPLIANCE WITH THE SECURITIES LAWS, INCLUDING, WHERE APPLICABLE, (A) PURSUANT TO SECURITIES ACT RULE 144, (B) PURSUANT TO A COMPLIANT REGULATION S RESALE OR (C) PURSUANT TO A REGISTRATION STATEMENT THAT HAS BEEN DECLARED EFFECTIVE UNDER THE SECURITIES ACT, SUBJECT, IN EACH OF THE FOREGOING CASES, TO ANY REQUIREMENT OF LAW THAT THE DISPOSITION OF ITS PROPERTY OR THE PROPERTY OF SUCH PURCHASER ACCOUNT OR ACCOUNTS BE AT ALL TIMES WITHIN ITS OR THEIR CONTROL AND, IN EACH CASE, IN COMPLIANCE WITH APPLICABLE SECURITIES LAWS, INCLUDING SECURITIES LAWS OF ANY U.S. STATE OR ANY OTHER APPLICABLE JURISDICTION.

THE HOLDER OF THIS TPA BY ITS ACCEPTANCE WILL BE DEEMED TO HAVE REPRESENTED AND WARRANTED THAT EITHER (1) NO PORTION OF THE ASSETS USED BY SUCH

HOLDER TO ACQUIRE OR HOLD THE SECURITIES OR INTERESTS CONSTITUTES THE ASSETS OF AN EMPLOYEE BENEFIT PLAN THAT IS SUBJECT TO TITLE I OF THE U.S. EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974, AS AMENDED (“*ERISA*”), A PLAN TO WHICH SECTION 4975 OF THE U.S. INTERNAL REVENUE CODE OF 1986, AS AMENDED (THE “*CODE*”) APPLIES (INCLUDING AN INDIVIDUAL RETIREMENT ACCOUNT), AN ENTITY WHOSE UNDERLYING ASSETS ARE CONSIDERED TO INCLUDE PLAN ASSETS OF ANY SUCH EMPLOYEE BENEFIT PLAN, OR PLAN, A GOVERNMENTAL PLAN (AS DEFINED IN SECTION 3(32) OF ERISA), A CHURCH PLAN (AS DEFINED IN SECTION 3(33) OF ERISA) THAT HAS NOT MADE AN ELECTION UNDER SECTION 410(D) OF THE CODE, OR A NON-U.S. PLAN, OR (2)(A) THE HOLDER IS, OR IS USING, THE ASSETS OF A GOVERNMENTAL PLAN, A CHURCH PLAN THAT HAS NOT MADE AN ELECTION UNDER SECTION 410(D) OF THE CODE, OR A NON-U.S. PLAN AND (B) THE ACQUISITION AND HOLDING OF THE SECURITIES OR INTEREST WILL NOT CONSTITUTE A VIOLATION UNDER ANY APPLICABLE PROVISIONS UNDER ANY FEDERAL, STATE, LOCAL, NON-U.S. OR OTHER LAWS OR REGULATIONS THAT REGULATE SUCH PLAN’S INVESTMENTS.

In connection with any proposed transfer, the Company may require an opinion of counsel in form and substance satisfactory to the Company to the effect that any such proposed transfer or resale of the Tokens is in compliance with the Securities Act and any applicable state or foreign securities laws. Purchaser hereby agrees that, to enforce the restrictions set forth in this TPA, the Company may impose technological and other restrictions on the wallet and the Tokens deliverable hereunder.

5.9. **Waiver of Warranties; Assumption of Risks.** THE RISK OF LOSS IN BUYING, HOLDING AND TRADING DIGITAL ASSETS AND RIGHTS THEREIN, INCLUDING THE TOKENS, CAN BE IMMEDIATE AND SUBSTANTIAL. THERE IS NO GUARANTEE AGAINST LOSSES FROM PARTICIPATING IN THE OFFERING. PURCHASER SHOULD THEREFORE CAREFULLY CONSIDER WHETHER TRADING OR HOLDING VIRTUAL CURRENCY IS SUITABLE FOR THE PURCHASER IN LIGHT OF THEIR FINANCIAL CONDITION. Purchaser acknowledges that it has carefully read and reviewed the Private Placement Memorandum provided to the Purchaser in connection herewith, the receipt of which is hereby acknowledged. Purchaser understands that the Tokens involve risks, all of which the Purchaser fully and completely assumes, including, but not limited to, the risks that (i) the technology and economic models associated with the Company’s technology will not function as intended; (ii) the Company’s technology will fail to attract sufficient interest from developers; (iii) the Company’s technology may not be fully developed and may never be released; (iv) the Company and/or third parties involved in the development of the Company’s technology may be subject to investigation and punitive actions from Governmental Authorities; and (v) those other risks as detailed in that certain Private Placement Memorandum provided to the Purchaser in connection herewith. Purchaser understands and expressly accepts that the Tokens will be created and delivered to the Purchaser at the sole risk of the Purchaser on an “AS IS” and “UNDER DEVELOPMENT” BASIS. THE COMPANY MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE TOKENS, INCLUDING ANY (i) WARRANTY OF MERCHANTABILITY; (ii) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (iii) WARRANTY OF TITLE; OR (iv) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY;

WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE. EXCEPT AS EXPRESSLY SET FORTH HEREIN, PURCHASER ACKNOWLEDGES THAT IT HAS NOT RELIED UPON ANY REPRESENTATION OR WARRANTY MADE BY THE COMPANY, OR ANY OTHER PERSON ON THEIR BEHALF. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, PURCHASER ASSUMES ALL RISKS AND LIABILITIES FOR THE RESULTS OBTAINED BY THE USE OF ANY TOKENS AND REGARDLESS OF ANY ORAL OR WRITTEN STATEMENTS MADE BY THE COMPANY, BY WAY OF TECHNICAL ADVICE OR OTHERWISE, RELATED TO THE USE OF THE TOKENS. IN DECIDING TO PURCHASE THE TOKENS, PURCHASER IS NOT RELYING ON THE ADVICE OR RECOMMENDATIONS OF THE COMPANY, ODB OR ANY OTHER THIRD-PARTY, AND PURCHASER HAS MADE PURCHASER'S OWN INDEPENDENT DECISION THAT AN INVESTMENT IN THE TOKENS IS SUITABLE AND APPROPRIATE FOR PURCHASER.

5.10. **Other Applicable Law.** Purchaser represents that Purchaser is satisfied as to the full observance of the laws of Purchaser's jurisdiction in connection with the purchase of the Tokens, including (a) the legal requirements within the Purchaser's jurisdiction for the purchase of the Tokens, (b) any foreign exchange restrictions applicable to such purchase, (c) any governmental or other consents that may need to be obtained, and (d) the income tax and other tax consequences, if any, that may be relevant to the purchase, holding, redemption, sale, or transfer of the Tokens. The Purchaser's purchase and payment for and continued beneficial ownership of the Tokens will not violate any applicable laws of the Purchaser's jurisdiction.

5.11. **OFAC.** Neither the Purchaser, nor, if applicable, any of its affiliates or direct or indirect beneficial owners; (i) appears on the Specially Designated Nationals and Blocked Persons List of the Office of Foreign Assets Control of the United States Department of the Treasury ("***OFAC***"), nor are they otherwise a party with which the Company is prohibited to deal under the laws of the United States; (ii) is a person identified as a terrorist organization on any other relevant lists maintained by any Governmental Authority; or (iii) unless otherwise disclosed in writing to the Company prior to the date of this TPA, is a senior foreign political figure, or any immediate family member or close associate of a senior foreign political figure. The Purchaser further represents and warrants that, if applicable, the Purchaser: (a) has conducted thorough due diligence with respect to all its beneficial owners; (b) has established the identities of all direct and indirect beneficial owners and the source of each beneficial owners' funds; and (c) will retain evidence of those identities, any source of funds, and any due diligence.

5.12. **Sources and Uses of Funds.** The Purchaser further represents, warrants, and agrees as follows:

5.12.1. No payment or other transfer of value to the Company shall cause the Company to be in violation of applicable U.S. federal or state or non-U.S. laws or regulations, including, without limitation, anti-money laundering, economic sanctions, anti-bribery or anti-boycott laws or regulations, the Patriot Act, or the various statutes, regulations and executive orders administered by OFAC ("***OFAC Regulations***").

5.12.2. No payment or other transfer of value to the Company is or will be derived from, pledged for the benefit of, or related in any way to, (i) the government of any country designated by the U.S. Secretary of State or other Governmental Authority as a country supporting international terrorism, (ii) property that is blocked under any OFAC Regulations or that would be blocked under OFAC Regulations if it were in the custody of a U.S. national, (iii) persons to whom U.S. nationals cannot lawfully export services, or

with whom U.S. nationals cannot lawfully engage in transactions under OFAC Regulations, (iv) the government of any country that has been designated as a non-cooperative country or designated by the U.S. Secretary of the Treasury or other Governmental Authority as a money laundering jurisdiction or (v) directly or indirectly, any illegal activities. The Purchaser acknowledges that Anti-Money Laundering Laws may require the Company to collect documentation verifying the identity and the source of funds used to acquire the Tokens before, and from time to time after, the date of this TPA.

5.12.3. All payments or other transfer of value to the Company by the Purchaser will be made through an account (or virtual currency public address whose associated balance, either directly or indirectly, has been funded by such an account) located in a jurisdiction that does not appear on the list of boycotted countries published by the U.S. Department of Treasury pursuant to § 999(a)(3) of the Code as in effect at the time of the payment or other transfer of value. In the event that the Purchaser is, receives deposits from, makes payments to or conducts transactions relating to a non-U.S. banking institution (a “**Non-U.S. Bank**”) in connection with the acquisition of the Tokens, the Non-U.S. Bank: (i) has a fixed address, other than an electronic address or a post office box, in a country in which it is authorized to conduct banking activities, (ii) employs one or more individuals on a full-time basis, (iii) maintains operating records related to its banking activities, (iv) is subject to inspection by the banking authority that licensed it to conduct banking activities and (v) does not provide banking services to any other Non-U.S. Bank that does not have a physical presence in any country and that is not a registered affiliate.

5.13. **Additional Information.** The Purchaser will provide to the Company any information that the Company from time to time determines to be necessary or appropriate (a) to comply with Anti-Money Laundering Laws, anti-terrorism laws, rules and regulations and or any similar laws and regulations of any applicable jurisdiction and (b) to respond to requests for information concerning the identity and or source of funds of the Purchaser from any Governmental Authority, self-regulatory organization, or financial institution in connection with its anti-money laundering compliance procedures, or to update that information. The Purchaser understands and acknowledges that the Company may be required to report any action or failure to comply with information requests and to disclose the identity to Governmental Authorities, self-regulatory organizations, and financial institutions, in certain circumstances without notifying the Purchaser that the information has been so provided. The Purchaser further understands and agrees that any failure on their part to comply with this Section 5.13 would allow the Company to terminate this TPA and require the forfeiture of any Tokens previously delivered to the Purchaser.

5.14. **Suspicious Activity Reports.** The Purchaser acknowledges and agrees that the Company, in complying with anti-money laundering statutes, regulations and goals, may file voluntarily or as required by law, a suspicious activity report (“**SAR**”) or any other information with governmental and law enforcement agencies that identify transactions and activities that the Company reasonably determines to be suspicious, or is otherwise required by law. The Purchaser acknowledges that the Company is prohibited by law from disclosing to third parties, including the Purchaser, any SAR filing itself or the fact that a SAR has been filed.

5.15. **Voluntary Compliance.** The Purchaser understands and agrees that, even if the Company is not obligated to comply with any U.S. anti-money laundering requirements, the Company may nevertheless choose to voluntarily comply with such requirements as the Company deems appropriate in its sole discretion. The Purchaser agrees to cooperate with the Company as may be required in the reasonable opinion of the Company in connection with such compliance.

5.16. **Taxes.** PURCHASER ACKNOWLEDGES AND AGREES THAT IT MAY SUFFER ADVERSE TAX CONSEQUENCES AS A RESULT OF PURCHASING, HOLDING, EXCHANGING, SELLING, STAKING, TRANSFERRING OR OTHERWISE USING THE TOKENS IN ANY WAY. PURCHASER HEREBY REPRESENTS THAT (A) IT HAS CONSULTED WITH A TAX ADVISER THAT IT DEEMS ADVISABLE IN CONNECTION WITH ANY USE OF THE TOKENS, OR THAT IT HAS HAD THE OPPORTUNITY TO OBTAIN TAX ADVICE BUT HAVE CHOSEN NOT TO DO SO, (B) THE COMPANY HAS NOT PROVIDED PURCHASER WITH ANY TAX ADVICE, AND (C) PURCHASER AGREES TO BE FULLY RESPONSIBLE FOR ANY TAXES (INCLUDING VAT, IF ANY), CHARGES, LEVIES, ASSESSMENTS AND OTHER FEES OF ANY KIND RESULTING FROM ANY PURCHASE, HOLDING, EXCHANGE, SALE, STAKING, TRANSFER OR OTHER USE OF THE TOKENS.

5.17. **Additional Warranties.**

5.17.1. The acceptance of these Terms and the entry into a binding agreement with the Company will not result in any breach of, be in conflict with, or constitute a material default under: (i) any provision of the Purchaser's constitutional or organizational documents (in the case of a corporate entity including, without limitation, any company or partnership); (ii) any provision of any judgement, decree or order imposed on the Purchaser by any court or governmental or regulatory authority; and/or (iii) any material agreement, obligation, duty or commitment to which the Purchaser is a party or by which the Purchaser is bound;

5.17.2. Purchaser warrants it is not a statutory corporation, governmental or semi-governmental authority;

5.17.3. Purchaser has sufficient understanding of the functionality, usage, storage, transmission mechanisms and intricacies associated with cryptographic tokens (like \$USDC), token storage facilities (including digital token wallets), blockchain technology, and blockchain-based software systems;

5.17.4. Purchaser has obtained sufficient information about the potential future utility of Tokens to make an informed decision to participate in the Offering pursuant to these Terms;

5.17.5. Purchaser understands that Tokens confers only a limited potential future right or expectation to use and interact with the Network as more particularly described on the Network, and that Tokens confer no other rights of any kind with respect to the Company and/or the Network, including, but not limited to, any voting, distribution, redemption, liquidation, proprietary (including all forms of intellectual property rights), or other financial or legal rights;

5.17.6. If Purchaser is an individual, Purchaser is at least 18 years of age, Purchaser has sufficient legal capacity to accept these Terms and to enter into a binding agreement with the Company on the terms set out herein;

5.17.7. If Purchaser is making a contribution for the acquisition of Tokens as a corporate entity, such entity is duly incorporated, registered and validly existing under the applicable laws of the jurisdiction in which the entity is established;

5.17.8. If Purchaser is making a contribution for the purchase of Tokens for or on behalf of an entity or person, Purchaser is authorized to accept these Terms and enter into a

binding agreement with the Company on such entity's or person's behalf (and in such circumstances, references in these Terms to "Purchaser", "your" or "you" is a reference to the entity or person on whose behalf you are authorized to make a contribution); and

5.17.9. Purchaser is making a contribution for the purchase of Tokens to potentially use and interact with the Network at a future point in time. Purchaser is not making a contribution under these Terms for any other uses or purposes, including, but not limited to, any investment, speculative or other financial purposes.

5.18. **No Prohibition.** Purchaser is not a citizen of, resident of, or a legal entity in:

5.18.1. any country that prohibits dealing in Tokens;

5.18.2. any country which may deem the Tokens securities, or which otherwise requires us to have a licence, registration, authorisation or approval to sell the Tokens, which we do not have; or

5.18.3. any country or territory which appears on the sanctions lists of the Office of Foreign Assets Control of the U.S. Department of Treasury ("OFAC"), United Nations Security Council ("UNSC"), His Majesty's Treasury ("HMT") or any other sanctions list.

5.19. **Additional. Representations.** Purchaser:

5.19.1. Is eligible under all laws, statutes, regulatory rules and regulations that apply to it in connection with this Agreement from time to time ("**Applicable Law**") to agree to this Agreement and deal in Tokens, including if you are an individual, meeting any age, residency, legal capacity, competency and all other requirements;

5.19.2. Is legally permitted to enter into this Agreement and to deal in Tokens in your and any other relevant jurisdiction, and shall not deal in Tokens in any way prohibited under Applicable Law;

5.19.3. shall not in relation any Tokens engage, or attempt to engage in (regardless of whether such would constitute a breach of Applicable Law) (i) insider dealing, unlawful disclosure of inside information, or recommend or induce any other person to do so; (ii) market manipulation; (iii) market abuse (iv) any other similar activity;

5.19.4. has to Purchaser's full satisfaction been furnished with any materials that Purchaser has requested relating to the Tokens, and has reached Purchaser's independent view regarding whether dealing in Tokens is right for Purchaser;

5.19.5. Purchaser has the necessary and relevant experience, knowledge and understanding to deal in cryptographic tokens, cryptocurrencies, token storage mechanisms (such as token wallets) and blockchain-based systems generally, including but not limited to sufficient understanding of their risks, functionality, usage, storage, transmission mechanisms and the intricacies associated with them, to be able to competently enter into this Agreement and to deal in the Tokens;

- 5.19.6. Purchaser will pay any fees required to be paid by Purchaser;
- 5.19.7. in determining whether to deal in Tokens Purchaser is not relying upon any representation or warranty other than as set out in this Agreement;
- 5.19.8. Purchaser understands that dealing in Tokens is subject to the risks associated with this activity, and confirms that Purchaser has carefully read the risks set out in the Private Placement Memorandum, and Purchaser expressly acknowledges and assumes these risks, and the Company and all its past, present and future employees, officers, directors, contractors, consultants, equity holders, suppliers, vendors, service providers, agents, representatives, predecessors, successors and assigns thereof (the “**Relevant Parties**”) are not liable should such risks materialize;
- 5.19.9. no representation has been made by any person that Purchaser will be able to generate a profit on your purchase of Tokens;
- 5.19.10. whilst the Relevant Parties will use reasonable endeavours to ensure that the Tokens match their description as set out in this Agreement, the Tokens may be subject to change, modification, amendment, alteration or supplement at any time and your acceptance of Tokens shall constitute your consent and acceptance of such change, modification, amendment, alteration or supplement;
- 5.19.11. Purchaser will not, directly or indirectly, make, endorse or otherwise ratify any statement of any kind in connection with the Company or the Token, (i) which is false, slanderous, defamatory; (ii) which is likely to otherwise cause harm to the reputation of Rayls or the Token; or (iii) which may otherwise bring the Rayls or the Token into disrepute;
- 5.19.12. Purchaser understands that Tokens are not being provided as securities, e-money nor a stablecoin;
- 5.19.13. Purchaser understands that there is no obligation to confer any rights or functionality in relation to the Tokens other than as clearly and explicitly set out in the Private Placement Memorandum;
- 5.19.14. Purchaser accepts that the Relevant Parties reserve the right to create new classes of cryptoassets and tokens under separate brands and with features outside of the scope of this Agreement, and nothing in this Agreement shall entitle you to have any rights (of whatever nature) in relation to such cryptoassets / tokens;
- 5.19.15. Purchaser accepts that Tokens are created, and Purchaser obtains Tokens on, an “as is” and “under development” basis. Therefore, provided Company acts in good faith in accordance with this Agreement, Purchaser accepts that Company is providing Tokens without being able to provide any warranties in relation to them, including, but not limited to, title, merchantability or fitness for a particular purpose;

- 5.19.16. Purchaser has not received any advice from the Relevant Parties regarding whether Purchaser should participate in this Agreement or deal in Tokens, and Purchaser is solely responsible for any evaluations, decisions and actions Purchaser makes concerning this Agreement and the Tokens;
- 5.19.17. all information Purchaser will supply and has supplied to the Company is accurate and not misleading, and you will provide the Company with any additional information which the Company may reasonably require in order that the Company can fulfil its legal, regulatory and contractual obligations, including but not limited to any anti-money laundering obligations to the extent applicable (and Purchaser's ability to retain the Tokens may be subject to providing us with the information we require to comply with Applicable Law);
- 5.19.18. Purchaser will notify us promptly of any change to the information supplied by Purchaser to the Company in connection with this Agreement;
- 5.19.19. Purchaser is responsible for ensuring Purchaser has a wallet which supports ERC20-based tokens for the purpose of dealing in the Tokens. Purchaser understand and accept that if Purchaser does not have a wallet which supports ERC-20 based tokens, this may prevent Purchaser from dealing in Tokens, and Purchaser accepts that the Relevant Parties are not responsible or liable for any losses as a result or consequence;
- 5.19.20. once Tokens are released to Purchaser, Purchaser accept responsibility for ensuring their proper safekeeping and for ensuring the security of the wallet Purchaser uses to hold them, including any requisite private key(s) or other credentials necessary to access such wallet. If Purchaser's private key(s) or other access credentials are lost, Purchaser may lose access to Purchaser's released Tokens, and Purchaser accepts that the Relevant Parties are not responsible or liable for any such losses;
- 5.19.21. Purchaser waives any right Purchaser may have to participate in a class action lawsuit or a class wide arbitration against any Relevant Parties in relation to and / or in connection with this Agreement or the Tokens;
- 5.19.22. to the extent permitted by law and provided they act in good faith, the Relevant Parties make no warranty whatsoever, either expressed or implied, regarding the future success of the Tokens;
- 5.19.23. Purchaser will not republish, redistribute or re-transmit any intellectual property provided in relation to the Relevant Parties or the Tokens, nor otherwise copy or store such intellectual property, other than for Purchaser's use of the Tokens as permitted by the Relevant Parties and as may occur incidentally in the normal course of such use;
- 5.19.24. Purchaser will not (i) attempt to circumvent the security of or interfere with the proper working of the Tokens, or (ii) introduce, or permit the introduction of, any Virus into the Tokens; and

5.19.25. Purchaser accepts that you bear sole responsibility for determining if Purchaser's participation in this Agreement and Purchaser's dealing in the Tokens has tax implications and for complying with any obligations Purchaser have in relation to tax. Tax treatment depends on Purchaser's individual circumstances and may be subject to change in the future. To the extent that Company is subject to any requirements to make any withholdings in respect of taxation or social security contributions in relation any event occurring under the terms of this Agreement Purchaser agrees to indemnify the Relevant Parties, and each of them, against such liabilities to the extent permitted by Applicable Law. Please note that taxes and costs may exist that are not paid via the Company or imposed by Company.

5.19.26. Purchaser accepts that dealing in Tokens is subject to the separate general terms and conditions applicable to dealing in Tokens that are of general application to participants in Tokens from time to time. Purchaser accepts that such general terms and conditions are subject to change and that this may impact the utility and value of Tokens. In the event that there is an inconsistency or conflict between any of the provisions of this Agreement and the provisions of the general terms and conditions applicable to dealing in Tokens, the provisions in this Agreement shall prevail.

5.19.27. To the extent that Company may be deemed by any Applicable Law to owe you any fiduciary duties or to be in a fiduciary relationship, Purchaser explicitly excludes and rejects any such duties or relationship to the extent permitted by Applicable Law.

6. **DISCLAIMERS.**

6.1. **Wallet.** Purchaser assumes full responsibility and liability for any losses resulting from any intentional or unintentional misuse of Purchaser's wallet including, without limitation, any loss resulting from errors, typos, and inaccuracies in Purchaser's wallet address, designating a command-line client compatible wallet for the receipt of the Tokens, or depositing one type of digital asset to a wallet intended for another type of digital asset. The Company assumes no responsibility or liability in connection with any such misuse.

6.2. **Smart Contract.** The Company will exercise reasonable endeavors to have its smart contract technology audited reviewed by technical experts with regard to both accuracy and security of the underlying code. However, smart contract technology is still in an early stage of development and its application is currently of an experimental nature, which carries significant operational, technological, financial, regulatory, and reputational risks. Accordingly, while any review or audit conducted may raise the level of security and accuracy of the smart contract technology, Purchaser acknowledges, understands and accepts that any such reviews or audits do not amount to any form of warranty, representation or assurance (in each case whether express or implied) that the smart contract technology and/or Tokens are fit for a particular purpose or that they are free from any defects, weaknesses, vulnerabilities, viruses or bugs which could cause, inter alia, the complete loss of \$USDC contributions and/or Tokens.

6.3. **Indemnity.** THE COMPANY SHALL NOT BE LIABLE TO THE PURCHASER, AND THE PURCHASER WILL INDEMNIFY, DEFEND AND HOLD HARMLESS THE COMPANY AND ITS AGENTS AND ADVISORS, AND THE SUCCESSORS

AND ASSIGNS OF THE FOREGOING, FROM AND AGAINST, ALL OR ANY PART OF ANY THIRD PARTY CAUSES OF ACTION, CLAIMS, LIABILITIES, LOSSES, COSTS, DAMAGES AND EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEY FEES AND EXPENSES) (COLLECTIVELY “**CLAIMS**”) FOR DAMAGES TO OR LOSS OF PROPERTY ARISING OUT OF OR RESULTING FROM THE TRANSACTIONS CONTEMPLATED HEREIN, EXCEPT TO THE EXTENT SUCH CLAIMS ARISE FROM THE BAD FAITH OR INTENTIONAL MISCONDUCT OF THE COMPANY.

6.4. **Limitation of Liability.** NEITHER THE COMPANY NOR ANY OTHER PARTY INVOLVED IN THE OFFERING WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOST PROFITS, LOST REVENUES, LOST SAVINGS, LOST BUSINESS OPPORTUNITY, LOSS OF DATA OR GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE OR THE COST OF SUBSTITUTE ACTIVITIES OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH THIS TPA OR THE PURCHASER’S PARTICIPATION IN, OR INABILITY TO PARTICIPATE IN, THE OFFERING, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT THE COMPANY OR ANY OTHER PARTY HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY. IN NO EVENT WILL THE COMPANY’S TOTAL LIABILITY TO THE PURCHASER ARISING OUT OF OR IN CONNECTION WITH THIS TPA OR FROM THE PURCHASER’S PARTICIPATION IN, OR INABILITY TO PARTICIPATE IN, THE OFFERING EXCEED THE TOTAL PURCHASE AMOUNT (AS DENOMINATED IN USD). THE EXCLUSIONS AND LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN THE COMPANY AND THE PURCHASER.

6.5. **Class Action Waiver.** Any claim or dispute arising under this TPA will take place on an individual basis without resort to any form of class or representative action (the “**Class Action Waiver**”). THIS CLASS ACTION WAIVER PRECLUDES ANY PARTY FROM PARTICIPATING IN OR BEING REPRESENTED IN ANY CLASS OR REPRESENTATIVE ACTION REGARDING A CLAIM. Regardless of anything else in this TPA to the contrary, the validity and effect of the Class Action Waiver may be determined only by a court or referee and not by an arbitrator, and Purchaser acknowledges that this Class Action Waiver is material and essential to the arbitration of any disputes between the parties and is non-severable from this TPA.

6.6. **Purchaser Indemnification.** You agree to indemnify the Relevant Parties for any losses that arise from or relate to:

- 6.6.1. any breach by you of any Applicable Law in your jurisdiction;
- 6.6.2. your breach of the rights of any person other than us;
- 6.6.3. any regulatory inquiry, legal action, litigation, dispute or investigation, whether such situations occur or are anticipated, that relate to you; and
- 6.6.4. any loss resulting from your breach of this Agreement,

as well as in accordance with clause 5.19.26 of this Agreement. Losses for the purposes of this clause 6.6 include direct and indirect losses, as well as any costs and expenses (including legal fees) in relation to dealing with claims, demands and / or actions.

6.7. **Intellectual Property.**

6.7.1. The Relevant Parties and their licensors (if any) are at all times the owners of all intellectual property relating to this Agreement and the Tokens as well as any related software and information provided in relation to this Agreement and the Tokens (the “**Intellectual Property**”). Nothing in this Agreement gives you any rights in respect of any Intellectual Property and you do not acquire any such rights by accepting this Agreement, dealing in the Tokens, or otherwise receiving any Intellectual Property provided in connection with such.

6.7.2. You shall not, except as may be allowed by Applicable Law which is incapable of exclusion by agreement between the Parties:

- except to the extent expressly permitted under this Agreement, attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of any Intellectual Property;
- attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of any Intellectual Property;
- access all or any part of the Intellectual Property in order to build a product or service which competes with the Tokens and / or the activities of the Parity Group or Rayls;
- license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Intellectual Property available to, any third party; and / or
- attempt to obtain, or assist third parties in obtaining, access to Intellectual Property other than as expressly permitted by this Agreement.

6.7.3. Intellectual Property may contain code, commonly referred to as open-source software, which is distributed under any of the many known variations of open source licence terms, including terms which allow the free distribution and modification of the relevant software’s source code and/or which require all distributors to make such source code freely available upon request, including any contributions or modifications made by such distributor (collectively, “**Open Source Software**”). To the extent that Tokens use or contain any Open Source Software, that element only is licensed to you under the relevant licence terms of the applicable third party licensor (“**Open Source Licence Terms**”) and not under these Terms, and you accept and agree to be bound by such Open Source Licence Terms.

6.8. **Confidentiality.**

6.8.1. You agree to keep Confidential Information confidential and use it solely in

connection with this Agreement.

6.8.2. The provisions of clause 6.8.1 shall not apply to the extent that Confidential Information is:

- lawfully obtained after the date of this Agreement otherwise than directly or indirectly from the Relevant Parties and is, to your knowledge, free of any duty of confidentiality;
- in the public domain other than as a result of a breach of this clause 6.8;
- required to be disclosed pursuant to an obligation under Applicable Law (provided you give us prior written notice of the intention or obligation to make the disclosure, to the extent permitted by Applicable Law, and the Confidential Information is disclosed only for that purpose);
- disclosed to your employees, agents, sub-contractors, professional advisors or auditors under terms of confidentiality equivalent to this clause 6.8 and for reasonable purposes related to the performance of this Agreement; and / or
- disclosed with our prior written explicit consent.

6.9. **Tax Evasion and Bribery.** You will ensure that none of you, nor any person acting on your behalf, shall, by any act or omission, commit, cause, facilitate or contribute to the commission by any person of a tax evasion offence or facilitation of a tax evasion offence. For these purposes, a tax evasion offence includes cheating a public revenue authority or being knowingly concerned in, or in taking steps with a view to, the fraudulent evasion of tax, and tax includes duties and social security contributions. You will not do or allow any action or inaction which would constitute you or us committing any offence under any Applicable Law in relation to bribery, corruption or sanctions

7. **MISCELLANEOUS.**

7.1. **Entire Agreement.** This TPA sets forth the entire agreement and understanding of the parties relating to the subject matter herein and supersedes all prior or contemporaneous disclosures, discussions, understandings, and agreements, whether oral or written, between them. This TPA is one of a series of similar agreements entered into by the Company from time to time. Any provision of this TPA may be amended, waived, or modified only upon the written consent of the Company and (a) the Purchaser, or (b) the holders of a majority, in the aggregate, of the Total Purchase Amount paid to the Company with respect to all TPAs outstanding at the time of such amendment, waiver or modification; and any amendment, waiver or modification made in accordance with clause (b) shall be binding upon all Purchasers.

7.2. **Notices.** Any notice required or permitted by this TPA will be deemed sufficient when sent by email to the relevant address listed on the signature page hereto, as subsequently modified by written notice received by the appropriate party. Communications between the Parties shall be in English. Communications to you may be made using the latest details provided to us, and so long as we use these details you will be deemed to have received the communication. So long as we act in good faith, should we receive a communication which purports to be from you, we are entitled, but not obliged, to rely on and conclusively presume that such communication or instruction

has been given by you. Notwithstanding clause 7.2, where we in good faith believe that a communication has not been authorised, we are entitled to not accept it, and we do not accept liability for any loss (of whatever nature) caused by or as a consequence of this. A communication: by email will be deemed received on the earlier of the time at which it is accessed or 3 days after receipt (except as regards email to us, if there is a bounce-back stating the communication has not been delivered, the communication shall be deemed not sent); if hand delivered will be deemed received when delivered; and if delivered by courier will be deemed received when proof of receipt is provided by the courier. You also must be vigilant when communicating to ensure you are actually communicating with us, as we do not accept any liability in the event that a third party tricks you into communicating with someone other than us

7.3. **Refunds.** The Company plans to deliver Tokens on or after the date of the Token Integration Event, as such date may be extended or modified by the Company in its sole discretion (the “***TIE Date***”). If there is no Token Integration Event on or before the TIE Date, the Company shall repay Purchasers an amount equal to the Total Purchase Amount set forth in their applicable TPA (the “***Returned Purchase Amount***”), as soon as reasonably practicable after the TIE Date, to the extent funds are available for such lawful repayment at that time. If there is an insufficient amount of capital available to refund Purchasers on the TIE Date, the Company will repay Purchasers with equal priority and on a pro-rata basis among the purchasers based on the relative value of their respective Total Purchase Amount on the date of receipt by the Company of such Total Purchase Amount.

7.4. **No Rights as Stockholder.** The Purchaser is not entitled, as a holder of this TPA, or the Tokens, to vote or receive dividends or be deemed an equity holder of the Company for any purpose, nor will anything contained herein be construed to confer on the Purchaser, as such, any of the rights of an equity holder or any right to vote for the election of directors or upon any matter submitted to the board of directors at any meeting thereof, or to give or withhold consent to any corporate action or to receive notice of meetings, or to receive purchase rights or otherwise.

7.5. **Transfers and Assigns.** Neither this TPA nor the rights contained herein may be Transferred, by operation of law or otherwise, by the Purchaser without the prior written consent of the Company. The Company may assign this TPA without the consent of the Purchaser. In the event that we appoint another entity to take over our rights and obligations under this Agreement (the “***New Entity***”), we may transfer by way of novation our rights and obligations under this Agreement to the New Entity and you consent to such novation. As soon as reasonably practicable following such novation, we shall notify you of the effective date of such novation. From such effective date, all references in this Agreement to “we”, “us”, or “our” shall be deemed to be references to the New Entity

7.6. **Severability.** In the event any one or more of the provisions of this TPA is for any reason held to be invalid, illegal or unenforceable, in whole or in part or in any respect, or in the event that any one or more of the provisions of this TPA operate or would prospectively operate to invalidate this TPA, then and in any such event, such provision(s) only will be deemed null and void and will not affect any other provision of this TPA and the remaining provisions of this TPA will remain operative and in full force and effect and will not be affected, prejudiced, or disturbed thereby.

7.7. **Governing Law and Dispute Resolution.** This Agreement and the relationship between the parties shall be governed by, and construed in accordance with the laws of England and Wales, without regard to its conflict of laws rules. Any controversy or dispute which arises out of or

is related to this contract, and the interpretation, application, performance and termination thereof, must be decided by arbitration, following an attempt at mediation, administered by under the LCIA Rules, which Rules are deemed to be incorporated by reference into this clause and as a provision of this Agreement that can be found at the following address - https://www.lcia.org/Dispute_Resolution_Services/lcia-arbitration-rules-2020.aspx. The number of arbitrators shall be one. The seat, or legal place, of arbitration shall be London, England. The language to be used in the arbitral proceedings shall be English. The governing law of the contract shall be the substantive law of England and Wales. The arbitral award shall be final for the parties.

7.8. **Additional Assurances.** The Purchaser shall, and shall cause its affiliates to, from time to time, execute and deliver such additional documents, instruments, conveyances and assurances and take such further actions as may be reasonably requested by the Company or are necessary for the Company, upon the advice of counsel, to carry out the provisions of this TPA and give effect to the transactions contemplated hereby, including, without limitation, to enable the Company to register the Tokens, to enable the Tokens to qualify for or maintain an exemption from registration (to the extent any such exemptions are available), to comply with Anti-Money Laundering Laws, or to otherwise complete the transactions contemplated hereby and to comply with applicable laws as then in effect.

7.9. **Right of Withdrawal.** The Purchaser acknowledges that no general right of withdrawal exists under this TPA, nor is one intended to be created, or created, by these Terms.

7.10. **Personal Data.** Pursuant to compliance with applicable laws (“**Data Protection Law**”), the Company may request certain information from time to time, such as: (i) Purchaser’s identity; (ii) Purchaser’s address; (iii) the source of Purchaser’s wealth; (iv) the source of funds used for the purposes of purchasing Tokens; and/or (v) any other documents or data from which Purchaser can be identified (together, “**Personal Data**”). By accepting these Terms, Purchaser understands that Purchaser’s Personal Data may be disclosed to third parties to any extent required for the purposes of compliance with applicable law. The Company will process Purchaser’s Personal Data in accordance with the Data Protection Law. Purchaser agrees that the Company, as the data controller, may directly or through our service providers or agents process Purchaser’s Personal Data for any one or more of the following purposes:

- (i) the purchase of Tokens and the processing of transactions related to the Offering pursuant to these Terms;
- (ii) providing Purchaser with information about the Company and the Company’s range of services;
- (iii) compliance with any requirement imposed by applicable law or by an order of a court or competent governmental or regulatory authority;
- (iv) management of inquiries and complaints;
- (v) resolving any disputes with Purchaser;
- (vi) producing summary information for statistical, regulatory and audit purposes; and/or
- (vii) any other reasonable purposes in accordance with applicable law.

7.11. **Force Majeure.** Without limitation of anything else in this TPA, the Company shall not be liable or responsible to the Purchaser, nor be deemed to have defaulted under or breached this TPA, for any failure or delay in fulfilling or performing any term of this instrument, including without limitation, developing and launching the Company’s technology, when and to the extent such failure or delay is caused by or results from acts beyond the affected party’s reasonable control,

including, without limitation: (a) acts of God; (b) flood, fire, earthquake or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, or other civil unrest or instability; (d) changes to applicable law; or (e) action by any Governmental Authority.

[SIGNATURE PAGE FOLLOWS]

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

COMPANY:

RAYLSFUSION LTD.

COMPANY:

By: Carlos Henrique Lopes
Director Of Rayls Foundation
The sole director of Raylsfusion Ltd.
For and behalf of Raylsfusion Ltd.

By: Yaroslav Pshenitsyn
Director Of Rayls Foundation
The sole director of Raylsfusion Ltd.
For and behalf of Raylsfusion Ltd.

PURCHASER:

By: _____
Name:
Title:

Address:
Email: