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**NOTICE TO RESIDENTS OF CHINA**

THE RIGHTS ARE NOT BEING OFFERED OR SOLD AND MAY NOT BE OFFERED OR SOLD, DIRECTLY OR INDIRECTLY, WITHIN THE PEOPLE’S REPUBLIC OF CHINA (FOR SUCH PURPOSES, NOT INCLUDING THE HONG KONG AND MACAU SPECIAL ADMINISTRATIVE REGIONS OR TAIWAN), EXCEPT AS PERMITTED BY THE SECURITIES AND OTHER LAWS AND REGULATIONS OF THE PEOPLE’S REPUBLIC OF CHINA

**NOTICE TO RESIDENTS OF SOUTH KOREA**

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**NOTICE TO RESIDENTS OF THE UNITED KINGDOM**

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

AN AUTHORISED PERSON HAS NOT APPROVED THIS DOCUMENT. ANY INVESTMENT TO WHICH THIS DOCUMENT RELATES IS AVAILABLE ONLY TO (AND ANY INVESTMENT ACTIVITY TO WHICH IT RELATES WILL BE ENGAGED ONLY WITH) RELEVANT PERSONS. THIS DOCUMENT IS DIRECTED ONLY AT RELEVANT PERSONS AND PERSONS WHO ARE

NOT RELEVANT PERSONS SHOULD NOT TAKE ANY ACTION BASED UPON THIS DOCUMENT AND SHOULD NOT RELY ON IT. IT IS A CONDITION OF YOU RECEIVING AND RETAINING THIS DOCUMENT THAT YOU WARRANT TO THE COMPANY, ITS DIRECTORS, AND ITS OFFICERS THAT YOU ARE A RELEVANT PERSON.

**NOTICE TO RESIDENTS OF GIBRALTAR**

THE RIGHTS ARE NOT BEING OFFERED OR SOLD AND MAY NOT BE OFFERED OR SOLD, DIRECTLY OR INDIRECTLY, WITHIN GIBRALTAR, EXCEPT AS PERMITTED BY THE SECURITIES AND OTHER LAWS AND REGULATIONS OF GIBRALTAR.

## AGREEMENT FOR FUTURE SECURITIES TOKENS

THIS AGREEMENT FOR FUTURE SECURITIES TOKENS (this “*Agreement*”) is entered into this [●] day of [●], [●], by and among UbiquiCorp Limited, a private limited company under the laws of Gibraltar (“*Company*”), and the Buyer whose particulars are set forth on Schedule 1 hereto (“*Buyer*”), in connection with the intended creation and distribution by the Company of certain cryptographic tokens (each, an “I-BRYT token” and collectively, “*I-BRYTs*” or “*I-BRYT tokens*”) in furtherance of the establishment and operation of the enterprise set forth in the most recent dated version or draft of the Whitepaper (titled “UbiquiCorp” and available at <http://www.ubiquicorp.com> in the documents section) (the “*Project*”).

Each of Company and Buyer shall hereinafter be referred to as a “*Party*,” and collectively Company and Buyer shall hereinafter be referred to as the “*Parties*.”

**NOW, THEREFORE**, in consideration of the mutual agreements contained below, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

### ARTICLE 1

#### DEFINITIONS

The terms defined in this Article I, whenever used in this Agreement, shall have the respective meanings ascribed to such terms below.

“*Affiliate*” of any specified Person means any other Person, directly or indirectly, controlling or controlled by or under direct or indirect common control with such specified Person. For the purposes of this definition, “control” (including, with correlative meanings, the terms “controlling,” “controlled by” and “under common control with”) when used with respect to any Person means possession, directly or indirectly, of the power to direct the management and policies of such Person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise; and the terms “controlling” and “controlled” have meanings correlative to the foregoing.

“*Agreement*” has the meaning given in the Preamble.

“*Applicable Exchange Rate*” has the meaning given in Section 2.3.

“*Buyer*” has the meaning given in the Preamble.

“*Buyer Event*” has the meaning given in Section 5.1(f).

“*Buyer Tokens*” has the meaning given in Section 2.1.

“*Cash-Out Buyers*” has the meaning given in Section 11.1.

“*Company*” has the meaning given in the Preamble.

“*Company Parties*” has the meaning given in Section 2.5.

“**Damages**” has the meaning given in Section 2.5.

“**Deadline Date**” has the meaning given in Section 11.1.

“**Digital Currency**” means any cryptocurrency, including but not limited to Bitcoin, Bitcoin Cash, Litecoin and Ripple, at the discretion of the Company.

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

“**Encumbrances**” means, with respect to any Buyer Token or Digital Currency, any lien, charge, mortgage, pledge, option, rights of pre-emption, hypothecation, claims, restrictions on transfer, encumbrances, priority or security interest, over or in such Buyer Token or Digital Currency, or any agreement or arrangement for or to similar effect.

“**Exchange Act**” means the Securities Exchange Act of 1934, as amended, and the rules and regulations of the SEC promulgated thereunder.

“**Governmental Authority**” means any nation or government, any state or other political subdivision thereof, any entity exercising legislative, executive, 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. For the avoidance of doubt, Governmental Authority may include private bodies exercising quasi-governmental, regulatory or judicial-like functions to the extent they relate to either Party, the I-BRYT tokens and/or the Project.

“**Investor Certification**” has the meaning given in Section 5.1(k).

“**KYC/AML Questionnaire**” has the meaning given in Section 5.1(j)(i).

“**Laws**” means laws, statutes, ordinances, rules, regulations, judgments, injunctions, orders and decrees of any Governmental Authority, including amendments thereto.

“**Organizational Documents**” means the articles of incorporation, certificate of incorporation, charter, bylaws, articles of formation, certificate of formation, regulations, operating agreement, certificate of limited partnership, partnership agreement and all other similar documents, instruments or certificates executed, adopted or filed in connection with the creation, formation or organization of a Person, including any amendments thereto.

“**Parties**” and “**Party**” have the meanings given in the Preamble.

“**Person**” means any natural person, corporation, limited partnership, general partnership, limited liability company, limited liability partnership, joint stock company, joint venture, association, company, trust, bank, trust company, land trust, business trust or other organization, whether or not a legal entity, and a governmental authority.

“**I-BRYT token**” and “**I-BRYTs**” have the meanings given in the Preamble.

“**Project**” has the meaning given in the Preamble.

“**Purchase Consideration**” has the meaning given in Section 2.1.

“**Sanctions**” has the meaning given in Section 5.1(j)(ii).

“**SEC**” means the U.S. Securities and Exchange Commission.

“**Securities Act**” means the Securities Act of 1933, as amended, and the rules and regulations of the SEC promulgated thereunder.

“**Settlement Date**” means the date, as set forth on Schedule 1, by which the Purchase Consideration shall be paid by Buyer to Company.

“**TGE Price**” means the price at which I-BRYT tokens are sold by the Company to the general public pursuant to the Token Generating Event, at the Token Distribution Date

“**Token Distribution Date**” means the first date on which I-BRYT tokens are distributed to the general public pursuant to the Token Generating Event.

“**Token Generating Event**” means the sale of I-BRYT tokens by the Company to the general public.

“**Token Sale**” has the meaning given in Section 2.1.

“**Unauthorized Person**” and “**Unauthorized Persons**” have the meanings given in Section 2.5.

“**Whitepaper**” means one or more documents (whether or not entitled “Whitepaper”), attached hereto as Exhibit A, as may be amended from time to time in Company’s sole discretion, explaining, among other things, the Project and the I-BRYT tokens, the intended timing of the Token Generating Event and information about relevant Company personnel.

## ARTICLE 2

### SALE OF I-BRYT TOKENS

**Section 2.1 Sale and Distribution of I-BRYT Tokens.** On or about the Token Distribution Date, Company shall deliver to Buyer I-BRYT tokens (the “**Buyer Tokens**”) in exchange for the purchase consideration specified in Schedule 1 hereof (the “**Purchase Consideration**”) in such fiat currency or Digital Currency as specified in Schedule 1 hereof, free of Encumbrances (“**Token Sale**”). The number of Buyer Tokens delivered to Buyer pursuant to the Token Sale shall be calculated in accordance with the calculation method set forth below:

$$\text{Buyer Tokens} = \text{Purchase Consideration} \div \text{Price Per Token}$$

The Parties hereto hereby agree that the Purchase Consideration shall be based on the following table, as may be further updated in the Whitepaper from time to time:

Tranche	Tranche Size	Total Raised in TGE	Price Per Token
Tranche 1	\$20 million	\$0 to \$25 million	\$1.25
Tranche 2	\$25 million	\$25 million to \$50 million	\$1.50
Tranche 3	\$25 million	\$50 million to \$75 million	\$1.75
Tranche 4	\$25 million	\$75 million to \$100million	\$2.00
Tranche 5	\$25 million	\$100 million to \$125 million	\$2.50
Tranche 6	\$25 million	\$125 million to \$150 million	\$3.00
Tranche 7	\$25 million	\$150 million to \$175 million	\$3.50
Tranche 8	\$25 million	\$175 million to \$200 million	\$4.00
Tranche 9	\$25 million	\$200 million to \$225 million	\$4.50
Tranche 10	TBD	Above \$225 million	\$5.00

**Section 2.2 Settlement of Purchase Consideration.** Subject to the terms and conditions set forth in Article 4, to the extent that Purchase Consideration:

(a) be denominated in fiat, an amount equal to such Purchase Consideration shall at Company’s election be paid by Buyer to Company: (i) in cash; (ii) by way of cashier’s order drawn in favor of Company on a licensed bank in such country as Company may agree; or (iii) transferred via bank transfer by Buyer to a bank account designated by Company on or before the Settlement Date; or

(b) be denominated in Digital Currency, an amount of cryptographic tokens representing and equal to such amount of Digital Currency shall be transferred by Buyer to the blockchain address designated by Company for receipt of such cryptographic tokens on or before the Settlement Date.

**Section 2.3 Valuation of Purchase Consideration.** The Company will accept payment for Buyer Tokens in U.S. dollars, British Pounds Sterling, Euros, the currency of any or all Gulf Cooperation Council countries (Saudi Arabia, Kuwait, the United Arab Emirates, Qatar, Bahrain, and Oman) and Digital Currencies. For purposes of this Agreement, the value of the Purchase Consideration shall be deemed in U.S. dollars, valued at the Applicable Exchange Rate for such currency. The term “*Applicable Exchange Rate*” shall mean the volume-weighted average hourly price of a currency across exchanges in the one hour preceding the Settlement Date; *provided, however*, that in the event that such exchanges experience technical issues in such period that affect the accuracy of the volume-weighted average price, the Company will use its reasonable best efforts to determine the volume-weighted average price of such currency for such period.

**Section 2.4 Obligation of Buyer to Provide Information.** To the extent that Company determines, in its sole discretion, that it is necessary, prior to the Token Sale, to obtain certain information about Buyer in order to comply with applicable law or regulation in connection with the Token Sale, Buyer shall provide Company such information in writing promptly upon such request, and

acknowledges and accepts that Company may refuse to proceed with the Token Sale or withhold delivery of I-BRYTs to Buyer until such requested information has been provided to the satisfaction of Company.

**Section 2.5 Restriction on Sales to Unauthorized Persons.** I-BRYT tokens are not being offered or sold directly or indirectly in the People’s Republic of China. I-BRYT tokens shall be sold only to those Chinese persons that are authorized to engage in the purchase of I-BRYT tokens of the type being sold pursuant to this Agreement. Chinese persons not authorized to engage in such purchases or Buyers in any other jurisdiction (whether in Gibraltar or otherwise) where the purchase, holding or sale of I-BRYT tokens is illegal or otherwise prohibited (each, an “*Unauthorized Person*,” and collectively, “*Unauthorized Persons*”) are strictly prohibited from purchasing I-BRYT tokens and the Company shall not be deemed to be soliciting any such purchases from Unauthorized Persons in any way. Any purchase of I-BRYT tokens by an Unauthorized Person shall be deemed null and void and *void ab initio*. Buyer acknowledges and expressly agrees that Company shall not be bound by this Agreement, and this Agreement shall not be enforceable against the Company, if this Agreement has been entered into by an Unauthorized Person as Buyer or if Buyer has entered into this Agreement on behalf of an Unauthorized Person, and Company may take all necessary and appropriate actions, in its sole discretion, to invalidate this Agreement, including referral of information to the appropriate authorities. Any Unauthorized Person who purchases I-BRYT tokens or enters into this Agreement on an unlawful, unauthorized or fraudulent basis shall be solely liable for, and shall indemnify, defend and hold harmless Company and Company’s past, present and future employees, officers, directors, contractors, consultants, equity holders, suppliers, vendors, service providers, parent companies, subsidiaries, affiliates, agents, representatives, predecessors, successors and assigns (collectively, the “*Company Parties*”) from any damages, losses, liabilities, costs or expenses of any kind, whether direct or indirect, consequential, compensatory, incidental, actual, exemplary, punitive or special and including, without limitation, any loss of business, revenues, profits, data, use, goodwill or other intangible losses, including, without limitation, reasonable attorneys’ fees (which attorneys may be employees of the Company) (including legal fees and expenses in connection with the enforcement of their rights hereunder) (collectively, the “*Damages*”) incurred by a Company Party that arises from or is a result of such Unauthorized Person’s unlawful, unauthorized or fraudulent purchase of I-BRYT tokens.

### ARTICLE 3

#### SECURITY AND DATA PRIVACY

**Section 3.1 Buyer’s Security.** Buyer shall implement reasonable and appropriate measures designed to secure access to: (i) any device associated with Buyer and utilized in connection with Buyer’s purchase of I-BRYT tokens; (ii) private keys to Buyer’s wallet or account; and (iii) any other username, passwords or other login or identifying credentials related to Buyer’s wallet or account. In the event that Buyer is no longer in possession of Buyer’s private keys or any device associated with Buyer’s wallet or account or is not able to provide Buyer’s login or identifying credentials, Buyer acknowledges and understands that it may lose all of its I-BRYT tokens or all access to its I-BRYT tokens. In such event, Company shall be under no obligation to replace or recover any such I-BRYT tokens and Buyer acknowledges, understands and agrees that all purchases of Buyer Tokens are non-refundable and Buyer shall not be entitled to receive money, reimbursements or other compensation from the Company for any I-BRYT tokens.

**Section 3.2 Additional Information.** Upon Company’s request, Buyer shall immediately provide to Company information and documents that Company, in its sole discretion, deems necessary or appropriate to determine Buyer’s place of residence or domicile or to comply with any laws, regulations, rules or agreements, including without limitation judicial process. Such documents may

include, but are not limited to, passports, driver's licenses, utility bills, photographs of associated individuals, tax returns, bank statements, government identification cards or sworn statements. Buyer hereby consents to Company disclosing such information and documents in order to comply with applicable laws, regulations, rules or agreements. Company may, in its sole discretion, refuse to distribute Buyer Tokens to Buyer until such requested information is provided.

## ARTICLE 4

### NO OTHER RIGHTS CREATED

**Section 4.1 No Claim, Loan or Ownership Interest.** Neither this Agreement nor the purchase of Buyer Tokens: (i) provides Buyer with any claim whatsoever with respect to Company's Affiliates and/or their respective assets; (ii) shall be deemed to be a loan to or financial obligation of Company; (iii) provides Buyer with any ownership interest whatsoever in Company; or (iv) provides Buyer with any rights of a stockholder of the Company or any right to vote for the election of directors or upon any matter submitted to stockholders at any meeting thereof, or to give or withhold consent to any corporate action or to receive notice of meetings, or to receive subscription rights or otherwise.

**Section 4.2 Intellectual Property.** Company retains all right, title and interest in all of Company's intellectual property, including, without limitation, inventions, ideas, concepts, code, discoveries, processes, marks, methods, software, compositions, formulae, techniques, information and data, whether or not patentable, copyrightable or protectable in trademark, and any trademarks, copyright or patents based thereon. Buyer may not and shall not use any of Company's intellectual property for any reason expressly except (i) as set forth in the Whitepaper or (ii) upon receipt of the Company's prior written consent.

**Section 4.3 Indemnification by Buyer.** Buyer shall defend, indemnify and hold harmless the Company Parties from and against, and pay or reimburse the Company Parties for, any and all Damages and disbursements awarded against or incurred by any of them in any action or proceeding between the Buyer and any affiliate or subsidiary thereof and the Company Parties or between any of the Company Parties and any third party or otherwise arising out of or as a result of this Agreement, including but not limited to Damages awarded against or incurred by any of them in any action or proceeding between the Buyer and any of the Company Parties or between any of the Company Parties and any third party or otherwise arising out of or as a result of this Agreement, the Buyer Tokens, the ownership or maintenance, either directly or indirectly, of the Buyer Tokens or any of the other transactions contemplated hereby or thereby, including, but not limited to (a) any inaccuracy in or breach of any representation or warranty when made or deemed made by Buyer in or pursuant to this Agreement without limiting any other rights the Company may have hereunder or under applicable law, or (b) any willful or negligent breach of or default in performance by Buyer under this Agreement.

## ARTICLE 5

### REPRESENTATIONS AND WARRANTIES

**Section 5.1 Buyer Representations and Warranties.** Buyer hereby represents, warrants and covenants to Company, as of the date hereof and the date on which the Buyer Tokens are issued to the Buyer, as follows:

(a) **Not an Unauthorized Person.** Buyer is not an Unauthorized Person. If Buyer is a Chinese person, Buyer is authorized to engage in the purchase of I-BRYT tokens of the type



being sold pursuant to this Agreement and Buyer has obtained all relevant government regulatory approvals/licenses, verification and/or registrations, including, but not limited to, any which may be required from the People's Bank of China, the State Administration of Foreign Exchange, the China Securities Regulatory Commission, the China Banking Regulatory Commission, the China Insurance Regulatory Commission and other licensing and/or regulatory bodies, and complying with all relevant regulations, including, but not limited to, any relevant foreign exchange regulations and/or overseas investment regulations. Buyer acknowledges, understands and agrees that it is Buyer's sole responsibility to obtain and maintain all relevant government regulatory approvals/licenses, verifications, and/or registrations and that Company shall have no responsibility or duties whatsoever to Buyer regarding such governmental regulatory approvals/licenses, verifications, and/or registrations.

(b) **Authority.** Buyer has all requisite power and authority to execute and deliver this Agreement, to purchase I-BRYT tokens, and to carry out and perform its obligations under this Agreement.

(i) If a natural person, Buyer is at least 18 years old and of sufficient legal age and capacity to purchase I-BRYT tokens.

(ii) If a legal entity and not a natural person, Buyer is duly organized, validly existing and in good standing under the laws of its domiciliary jurisdiction and each jurisdiction where it conducts business, and Buyer's purchase of I-BRYT tokens has been duly authorized.

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

(d) **No Consents or Approvals.** The execution and delivery of, and performance under, this Agreement requires no approval or other action from any governmental authority or person other than Buyer, except as may be required pursuant to Section 5.1(a) above or as otherwise required under Buyer's jurisdiction.

(e) **The Whitepaper.** Buyer has received a copy of the current Whitepaper prepared in relation to the Project and has carefully read it. Buyer acknowledges that the Whitepaper may change during the time leading up to the Token Distribution Date, even to a substantial or material degree, and Buyer accepts the obligation prior to the Settlement Date to promptly read new versions of the Whitepaper as they are disseminated or otherwise made available for review.

(f) **Buyer Status.** Buyer is not subject to any of the disqualifying events listed in Rule 506(d)(1) of Regulation D promulgated under the Securities Act of 1933 (a "**Buyer Event**"), and there is no proceeding or investigation pending or, to the knowledge of Buyer, threatened by any governmental authority, that would reasonably be expected to become the basis for a Buyer Event.<sup>1</sup>

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<sup>1</sup> Rule 506(d)(1) of Regulation D under the Securities Act of 1933 provides:

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(d) “Bad Actor” disqualification. (1) No exemption under this section shall be available for a sale of securities if the issuer; any predecessor of the issuer; any affiliated issuer; any director, executive officer, other officer participating in the offering, general partner or managing member of the issuer; any beneficial owner of 20% or more of the issuer’s outstanding voting equity securities, calculated on the basis of voting power; any promoter connected with the issuer in any capacity at the time of such sale; any investment manager of an issuer that is a pooled investment fund; any person that has been or will be paid (directly or indirectly) remuneration for solicitation of Buyers in connection with such sale of securities; any general partner or managing member of any such investment manager or solicitor; or any director, executive officer or other officer participating in the offering of any such investment manager or solicitor or general partner or managing member of such investment manager or solicitor:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(v) Is subject to any order of the Commission entered within five years before such sale that, at the time of such sale, orders the person to cease and desist from committing or causing a violation or future violation of:

(A) Any scienter-based anti-fraud provision of the federal securities laws, including without limitation section 17(a)(1) of the Securities Act of 1933 (15 U.S.C. 77q(a)(1)), section 10(b) of the Securities Exchange Act of 1934

(g) **Buyer Knowledge and Risks of Project.** Buyer has sufficient knowledge and experience in business and financial matters, including a sufficient understanding of blockchain or cryptographic tokens and other digital assets, smart contracts, storage mechanisms (such as digital or token wallets), blockchain-based software systems and blockchain technology, to be able to independently evaluate the risks and merits of the Project and Buyer's purchase of I-BRYT 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 I-BRYT tokens, and liability to the Company Parties and others for its acts and omissions, including with limitation those constituting breach of this Agreement, negligence, fraud or willful misconduct. Buyer has obtained sufficient information in order to make an informed decision to purchase I-BRYT tokens. Buyer has had sufficient time to read and review the Whitepaper and to ask questions of Company.

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

(i) **Funds; Payments.**

(i) Funds. The funds, including any fiat or Digital Currency, Buyer uses to purchase Buyer Tokens are not derived from or related to any unlawful activities, including but not limited to money laundering or terrorist financing, and Buyer will not use I-BRYT tokens to finance, engage in, or otherwise support any unlawful activities.

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

(j) **Miscellaneous Regulatory Compliance.**

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(15 U.S.C. 78j(b)) and 17 CFR 240.10b-5, section 15(c)(1) of the Securities Exchange Act of 1934 (15 U.S.C. 78o(c)(1)) and section 206(1) of the Investment Advisers Act of 1940 (15 U.S.C. 80b-6(1)), or any other rule or regulation thereunder; or

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

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

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

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

(i) Anti-Money Laundering; Counter-Terrorism Financing. Buyer has read and completed the KYC/AML Questionnaire, attached hereto as Exhibit B (the “*KYC/AML Questionnaire*”). All information in the completed KYC/AML Questionnaire provided by Buyer or Buyer’s representatives, agents, or other designees (or otherwise provided by Buyer and subject to the KYC/AML Questionnaire) is true, correct, and complete.

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

(k) **Accredited Investor Status**. Buyer, if a U.S. Person, has read and completed the Accredited Investor Certification attached hereto as Exhibit C (the “*Investor Certification*”). All information in the completed Investor Certification provided by a U.S. Buyer or U.S. Buyer’s representatives, agents, or other designees is true, correct and complete.

## **Section 5.2 NO COMPANY REPRESENTATIONS OR WARRANTIES.**

(a) **COMPANY EXPRESSLY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY.**

(b) **WITH RESPECT TO I-BRYT TOKENS, THEIR UTILITY AND THE ABILITY OF ANY PERSON TO PURCHASE OR USE I-BRYT TOKENS, THE COMPANY 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.**

(c) **COMPANY PARTIES DISCLAIM ALL REPRESENTATIONS AND WARRANTIES THAT THE PROCESS OF PURCHASING OR RECEIVING I-BRYT TOKENS WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT I-BRYT TOKENS ARE RELIABLE OR ERROR-FREE. AS A RESULT, BUYER ACKNOWLEDGES AND UNDERSTANDS THAT BUYER MAY NEVER RECEIVE I-BRYT TOKENS AND MAY LOSE THE ENTIRE AMOUNT BUYER PAID TO COMPANY.**

## **ARTICLE 6**

### **CONDITIONS PRECEDENT**

**Section 6.1 Conditions to Obligation of Company.** The obligations of Company to consummate the Token Generating Event and all other transactions contemplated hereby shall be subject to: (a) receipt by Company of the Purchase Consideration in full in accordance with this Agreement on or before the Settlement Date; (b) compliance with and fulfillment of Buyer’s obligations under this Agreement; and (c) the truth and accuracy of Buyer’s representations and warranties as set forth in Section 5.1, but shall remain subject to all other provisions of this Agreement, including without limitation the termination right pursuant to Section 11.1.

## ARTICLE 7

### BUYER ACKNOWLEDGMENTS AND CONSENTS

**Section 7.1 Agreement.** Buyer acknowledges and understands that Buyer has read in full and understands this Agreement and the terms and conditions to which Buyer is bound.

**Section 7.2 Allocation and Sale of I-BRYT tokens to Company-Related Parties.** Buyer understands and consents to the participation of any of Company's employees, officers, directors, contractors, consultants, equity holders, suppliers, vendors, service providers, parent companies, subsidiaries, affiliates, agents, or representatives in the purchase of I-BRYT tokens, including people who may work on the development and implementation of the Project or who may work for Company's future businesses that Company may establish with a portion of the proceeds from the Token Distribution, and that such participation may be on more favorable terms than are available to Buyer.

**Section 7.3 Allocation of Proceeds to Company Expenses.** Buyer understands and acknowledges that proceeds of Buyer's purchase of Buyer Tokens may be used to fund development of the Project and to pay administrative expenses and fees of advisors and other service providers.

## ARTICLE 8

### SOURCES AND USES OF FUNDS

**Section 8.1 Payments.** All payments by Buyer under this Agreement shall be made only in Buyer's name, from a digital wallet or bank account not located in a country or territory that has been designated as a "non-cooperative country or territory" by the Financial Action Task Force, and is not a "foreign shell bank" within the meaning of the U.S. Bank Secrecy Act (31 U.S.C. § 5311 *et seq.*), as amended, and the regulations promulgated thereunder by the Financial Crimes Enforcement Network, as such regulations may be amended from time to time.

**Section 8.2 Use of I-BRYT Tokens.**

- (i) Buyer shall not use I-BRYT tokens to finance, engage in, or otherwise support any unlawful activities.
- (ii) Buyer agrees that it is not purchasing I-BRYT tokens for secondary market trading, speculation, as some type of arbitrage strategy, for immediate or future resale or other financial purposes.

**Section 8.3 Anti-Money Laundering; Counter-Terrorism Financing.** To the extent required by applicable law, Buyer has complied and shall continue to comply with all applicable anti-money laundering and counter-terrorism financing requirements.

**Section 8.4 Transfers.**

- (a) **Transfer Fees.** Buyer agrees that any transfer of I-BRYT tokens may be subject to transfer fees imposed by Company from time to time through the applicable blockchain.
- (b) **Transfer Restrictions.** The Buyer understands that the I-BRYT tokens have not been, and will not be, registered under the Securities Act or state securities laws, by reason of specific

exemptions from the registration provisions thereof which depend upon, among other things, the bona fide nature of the investment intent and the accuracy of the Buyer's representations as expressed herein. Buyer understands that the I-BRYT tokens are "restricted securities" under U.S. federal and applicable state securities laws and that, pursuant to these laws, the Buyer must hold the I-BRYT tokens indefinitely unless they are registered with the SEC and registered or qualified by state authorities, or an exemption from such registration and qualification requirements is available. The Buyer acknowledges that the Company has no obligation to register or qualify the I-BRYT tokens for resale and 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 I-BRYT tokens, and on requirements relating to the Company which are outside of the Buyer's control, and which the Company is under no obligation, and may not be able, to satisfy. Buyer further agrees and understands that Company may place additional limitations on the transferability of I-BRYT tokens through the applicable blockchain.

(c) **Subsequent Transferees.** Buyer covenants to use commercially reasonable efforts to transfer I-BRYT tokens only to subsequent Buyers that: (i) are not subject to a Buyer Event, (ii) qualify as an Accredited Investor under applicable United States Securities Laws and (iii) are not Unauthorized Persons.

**Section 8.5 Transaction Fees.** Buyer acknowledges and understands that any transactions in I-BRYT tokens effected using the applicable blockchain may be subject to transaction fees, which may vary from time to time. Risk of loss of value transmitted by Buyer to Company for I-BRYT tokens shall be borne exclusively and solely by Buyer.

**Section 8.6 Not an Offering of Commodities or Swaps.** Buyer acknowledges and understands that: (a) the sale of I-BRYT tokens and I-BRYT tokens themselves are not commodities or swaps on a currency, security or commodity; (b) purchases and sales of I-BRYT tokens are not subject to the protections of any laws governing those types of financial instruments; and (c) this Agreement and all other documents referred to in this Agreement, including the Whitepaper, are not an offer to sell, nor the solicitation of an offer to buy an a currency, commodity or a swap on either a security or commodity.

## ARTICLE 9

### BUYER ACKNOWLEDGEMENTS OF RISKS

**I-BRYT TOKENS MAY HAVE NO VALUE. BUYER MAY LOSE ALL AMOUNTS PAID.** Buyer has carefully reviewed, acknowledges, understands and assumes the following risks, as well as all other risks associated with I-BRYT tokens (including those not discussed herein), all of which could render I-BRYT tokens worthless or of little value:

**Section 9.1 Basis for Purchase.** Buyer expressly acknowledges, understands and agrees that purchasing I-BRYT tokens is at Buyer's sole risk and that I-BRYT tokens are each provided, used and acquired on an "AS IS" and on an "AS AVAILABLE" basis without representations, warranties, promises or guarantees whatsoever of any kind by Company or Company Parties and that Buyer must rely on Buyer's own examination and investigation thereof.

**Section 9.2 No Rights, Functionality or Features.** I-BRYT tokens have no rights, uses, purpose, attributes, functionalities or features, express or implied, outside the Project.

**Section 9.3 Project.** I-BRYT tokens may not entitle Buyer to anything with respect to the Project, as set forth in the Whitepaper.

**Section 9.4 Purchase Price Risk.** There are no guarantees as to the price of I-BRYT tokens purchased by Buyer and no guarantees that the price per I-BRYT token determined by the market will be equal to or higher than the price at purchase. There is the possibility that the price per I-BRYT token may fall below the price paid by initial buyers of I-BRYT tokens during the initial distribution period. Company reserves the right to change the duration of any timeframe for the distribution of I-BRYT tokens, including, without limitation, the unavailability or non-functionality of the Website or other unforeseen procedural or security issues.

**Section 9.5 Blockchain Delay Risk.** Block production may occur irregularly. For example, I-BRYT token transfers across a given blockchain may not be included in the next block added to that Blockchain, and may be held to be added to a later block. As a result, there may be delays confirming transfers related to Buyer's purchase transaction at the time Buyer expects and Buyer may not receive I-BRYT tokens at the same time or on the same day Buyer purchases I-BRYT tokens. Buyer acknowledges and understands that the applicable blockchain may not include Buyer's transaction at the time Buyer expects and Buyer may not receive I-BRYT tokens the same day Buyer sends Digital Currency as consideration for the purchase of I-BRYT tokens.

**Section 9.6 Blockchain Congestion.** Blockchains are prone to periodic congestion during which transactions can be delayed or lost. Individuals may also intentionally spam blockchain networks in an attempt to gain an advantage in purchasing cryptographic tokens. Buyer acknowledges and understands that applicable block producers may not include Buyer's transaction when Buyer wants or Buyer's transaction may not be included at all.

**Section 9.7 Operational Error.** Buyer may never receive I-BRYT tokens and may lose the entire amount Buyer paid to Company for such I-BRYT tokens as a result of interruptions and operational errors in the process of purchasing or receiving I-BRYT tokens.

**Section 9.8 Ability to Transact or Resell.** Buyer may be unable to sell or otherwise transact in I-BRYT tokens at any time, or for the price Buyer paid due to: (a) diminution in value of I-BRYT tokens; (b) lack of liquidity for I-BRYT tokens; (c) transfer restrictions under applicable securities laws or (d) Company imposing restrictions on the transferability of I-BRYT tokens. Buyer acknowledges, understands and agrees that: (a) I-BRYT tokens may have no value; (b) there is no guarantee or representation of liquidity for I-BRYT tokens; and (c) Company is not and shall not be responsible for or liable for the market value of I-BRYT tokens, the transferability and/or liquidity of I-BRYT tokens and/or the availability of any market for I-BRYT tokens through third parties or otherwise.

**Section 9.9 I-BRYT Token Security.** I-BRYT tokens may be subject to expropriation and or/theft. Hackers or other malicious groups or organizations may attempt to interfere with I-BRYT tokens in a variety of ways, including, but not limited to, malware attacks, denial of service attacks, consensus-based attacks, Sybil attacks, smurfing, phishing, and spoofing. Furthermore, because each applicable blockchain rests on open source software and I-BRYT tokens are based on open source software, there is the risk that the applicable blockchain may contain intentional or unintentional bugs or weaknesses which may negatively affect I-BRYT tokens or result in the loss of Buyer's I-BRYT tokens, the loss of Buyer's ability to access or control Buyer's I-BRYT tokens or the loss of Digital Currencies or other assets in Buyer's account. In the event of such a software bug or weakness, there may be no remedy and holders of I-BRYT tokens are not guaranteed any remedy, refund or compensation.



**Section 9.10 Access to Private Keys.** I-BRYT tokens purchased by Buyer may be held by Buyer in Buyer's digital wallet or vault, which may require a private key, or a combination of private keys, for access. Accordingly, loss of requisite private key(s) associated with Buyer's digital wallet or vault storing I-BRYT tokens may result in loss of such I-BRYT tokens, access to Buyer's I-BRYT tokens balance or any balances in blockchains created by third parties. Moreover, any third party that gains access to such private key(s), including by gaining access to login credentials of a hosted wallet or vault service Buyer uses, may be able to misappropriate Buyer's I-BRYT tokens. Buyer acknowledges and agrees that Company shall bear no responsibility for any such losses.

**Section 9.11 New Technology.** The Project and certain of the matters set forth in the Whitepaper are new and untested. The Project might not be capable of completion, implementation or adoption. Even if the Project is completed, implemented and adopted, it might not function as intended, and any I-BRYT tokens associated with a blockchain adopting the Project may not have functionality that is desirable or valuable. Also, technology is changing rapidly, so I-BRYT tokens and the Project may become outdated.

**Section 9.12 Tax Consequences.** The purchase and receipt of I-BRYT tokens may have tax consequences for Buyer. Buyer is solely responsible for Buyer's compliance with Buyer's tax obligations.

**Section 9.13 Reliance on Third-Parties.** Even if completed, the Project may rely, in whole or partly, on third parties to adopt and implement it and to continue to develop, supply, and otherwise support it. There is no assurance or guarantee that those third parties will complete their work, properly carry out their obligations, or otherwise meet anyone's needs, all of which might have a material adverse effect on the Project.

**Section 9.14 Failure to Map a Public Key to Buyer's Account.** Failure of Buyer to map a public key to Buyer's account may result in third parties being unable to recognize Buyer's I-BRYT token balance on the applicable blockchain.

**Section 9.15 Exchange & Counterparty Risks.** If Buyer chooses to maintain or hold I-BRYT tokens through a third party, Buyer's I-BRYT tokens may be stolen or lost. Buyer holds I-BRYT tokens through a third party at Buyer's own and sole risk.

**Section 9.16 Changes to the Project.** As set forth in the Whitepaper, the Project is still under development and may undergo significant changes over time. Although Company intends for the Project to have such certain features and specifications as set forth in the Whitepaper, Company may make changes to such features and specifications for any number of reasons, even to a material extent, any of which may mean that the Project does not meet Buyer's expectations. As a result: (a) certain features and specifications of the Project may never be completed as initially proposed; and (b) the Project may not be completed as initially proposed by Company.

**Section 9.17 Project Completion.** The development of certain aspects of the Project may be abandoned for a number of reasons, including, but not limited to, lack of interest from the public, lack of funding, lack of commercial success or prospects, or departure of key personnel.

**Section 9.18 Uncertain Regulatory Framework.** The regulatory status of cryptographic tokens, digital assets and blockchain technology is unclear or unsettled in many jurisdictions. It is difficult to predict how or whether governmental authorities may regulate such technologies. It is likewise difficult to predict how or whether any governmental authority may make



changes to existing laws, regulations or rules that may affect cryptographic tokens, digital assets, blockchain technology and its applications. Such changes could negatively impact I-BRYT tokens in various ways, including, for example, through a determination that I-BRYT tokens are securities or other financial instruments subject to regulation or that require registration. Company may cease the distribution of I-BRYT tokens, the development of the Project or cease operations in a jurisdiction in the event that governmental actions make it unlawful or commercially undesirable to continue to do so.

**Section 9.19 Risk of Government Action.** The industry in which Company operates is new, and may be subject to heightened oversight and scrutiny, including investigations or enforcement actions. There can be no assurance that governmental authorities will not examine the operations of Company or pursue enforcement actions against Company. Such governmental activities may or may not be the result of targeting Company in particular. All of this may subject Company to judgments, settlements, fines or penalties, or cause Company to restructure its operations and activities or to cease offering certain products or services, all of which could harm Company's reputation or lead to higher operational costs, which may in turn have a material adverse effect on I-BRYT tokens or the development of the Project.

## ARTICLE 10

### LIMITATION OF LIABILITY; INDEMNIFICATION

**Section 10.1 Limitation of Liability.** To the fullest extent permitted by applicable law, Buyer disclaims any right or cause of action against Company of any kind in any jurisdiction that would give rise to any Damages whatsoever, on the part of Company. Company shall not be liable to Buyer for any type of damages, whether direct, indirect, incidental, special, punitive, consequential or exemplary (including damages for lost profits, goodwill, use or data), even if and notwithstanding the extent to which Company has been advised of the possibility of such damages. Buyer agrees not to seek any refund, compensation or reimbursement from a Company Party, regardless of the reason, and regardless of whether the reason is identified in this Agreement. Company is not and shall not be responsible for or liable for the market value of I-BRYT tokens, the transferability or liquidity of I-BRYT tokens or the availability of any market for I-BRYT tokens through third parties or otherwise.

**Section 10.2 Damages.** Under no circumstances shall the aggregate joint liability of the Company Parties, whether in contract, warrant, tort or other theory, for Damages to Buyer under this Agreement exceed the amount of value received by Company from Buyer for the purchase of Buyer Tokens.

**Section 10.3 Force Majeure.** Buyer understands and agrees that Company shall not be liable and disclaims all liability to Buyer in connection with any force majeure event, including acts of God, labor disputes or other industrial disturbances, electrical, telecommunications, hardware, software or other utility failures, software or smart contract bugs or weaknesses, earthquakes, storms, or other nature-related events, blockages, embargoes, riots, acts or orders of government, acts of terrorism or war, technological change, changes in interest rates or other monetary conditions, and, for the avoidance of doubt, changes to any blockchain-related protocol.

**Section 10.4 Release.** To the fullest extent permitted by applicable law, Buyer releases Company from responsibility, liability, claims, demands, 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 10.5 INDEMNIFICATION

(a) TO THE FULLEST EXTENT PERMITTED BY LAW, BUYER SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS AND REIMBURSE COMPANY FROM AND AGAINST ANY AND ALL ACTIONS, PROCEEDINGS, CLAIMS, DAMAGES, DEMANDS AND ACTIONS (INCLUDING WITHOUT LIMITATION FEES AND EXPENSES OF COUNSEL), INCURRED BY COMPANY ARISING FROM OR RELATING TO: (I) BUYER'S PURCHASE OR USE OF I-BRYT TOKENS; (II) BUYER'S RESPONSIBILITIES OR OBLIGATIONS UNDER THIS AGREEMENT; (III) BUYER'S BREACH OF OR VIOLATION OF THIS AGREEMENT; (IV) ANY INACCURACY IN ANY REPRESENTATION OR WARRANTY OF BUYER; (V) BUYER'S VIOLATION OF ANY RIGHTS OF ANY OTHER PERSON OR ENTITY; OR (VI) ANY ACT OR OMISSION OF BUYER THAT IS NEGLIGENT, UNLAWFUL OR CONSTITUTES WILLFUL MISCONDUCT.

(b) COMPANY RESERVES THE RIGHT TO EXERCISE SOLE CONTROL OVER THE DEFENSE, AT BUYER'S EXPENSE, OF ANY CLAIM SUBJECT TO INDEMNIFICATION UNDER THIS SECTION 10.5. THIS INDEMNITY IS IN ADDITION TO, AND NOT IN LIEU OF, ANY OTHER INDEMNITIES SET FORTH IN A WRITTEN AGREEMENT BETWEEN BUYER AND COMPANY.

## ARTICLE 11

### MISCELLANEOUS

**Section 11.1 Termination.** Prior to the Token Distribution Date, Company shall be entitled by notice in writing to Buyer to terminate this Agreement if: (i) Buyer does not comply with its obligations under this Agreement; (ii) Company, in its absolute discretion, elects to abort the development of the Project prior to the Token Generating Event; (iii) the development of the Project is required by any applicable law to cease or terminate before the Token Distribution Date; (iv) the development of the Project discontinues as a result of any event beyond the control of Company, which cannot be resumed within three (3) months; (v) there is a Dissolution Event; (vi) the creation, distribution or issuance of I-BRYT tokens is illegal, invalid, prohibited by any government in any jurisdiction, or forced by any applicable law to cease, or becomes subject to any approval, registration, filing or other statutory procedure or requirement that Company is unable or chooses not to meet; or (vii) as of December 31, 2022 (the "**Deadline Date**") the Project has not launched; *provided*, that the Company shall have the right to extend the Deadline Date by sixty (60) days, in its sole and absolute discretion.

(a) Upon any such termination, Buyer shall not be entitled to receive any I-BRYT tokens, and Company shall refund to Buyer 100% of the Purchase Consideration in fiat currency, determined at the time of the date hereof, and no interest shall be deemed by the Parties to have been accrued thereon. For the avoidance of doubt, Buyers who paid in fiat currency other than U.S. dollars or who paid in Digital Currency shall not be entitled under this Section 11.1 in such non U.S. fiat or Digital Currency.

(b) Following a termination under this Section 11.1, if there are not enough funds to pay the Buyer and similarly situated buyers (collectively, the "**Cash-Out Buyers**"), in full, then all of Company's available funds shall be distributed with equal priority and pro rata among the Cash-Out Buyers in proportion to their Purchase Consideration.

(c) In any event, this Agreement shall terminate on the full receipt by Buyer of Buyer Tokens.

(d) Upon receipt of the Buyer Tokens pursuant to this Agreement, Buyer shall not be entitled to any refund of Purchase Consideration.

**Section 11.2 Survival.** Section 2.5, Section 3.1, Article 5, Article 9, Article 10, Section 11.12, and Section 11.15 of this Agreement shall survive any termination hereof

**Section 11.3 Vesting of I-BRYT Tokens.** Ten percent (10%) of Buyer Tokens will immediately vest upon the Token Distribution Date. On the last day of the calendar month following the Token Distribution Date, another ten percent (10%) of Buyer Tokens shall vest. Thereafter, on the last day of each subsequent month for eight months, ten percent (10%) of Buyer Tokens shall vest.

**Section 11.4 Governing Law.** THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK APPLICABLE TO AGREEMENTS MADE AND TO BE PERFORMED THEREIN, WITHOUT REFERENCE TO ITS CONFLICTS OF LAW PROVISIONS (OTHER THAN SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW).

**Section 11.5 Submission to Jurisdiction.** EACH OF THE PARTIES HERETO HEREBY SUBMITS TO THE NONEXCLUSIVE JURISDICTION OF THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK AND OF ANY NEW YORK STATE COURT SITTING IN THE COUNTY OF NEW YORK FOR PURPOSES OF ALL LEGAL PROCEEDINGS ARISING OUT OF OR RELATING TO THIS AGREEMENT, ANY OTHER TRANSACTION DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT IT MAY EFFECTIVELY DO SO, ANY OBJECTION WHICH IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF THE VENUE OF ANY SUCH PROCEEDING BROUGHT IN SUCH A COURT AND ANY CLAIM THAT ANY SUCH PROCEEDING BROUGHT IN SUCH A COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM. NOTHING IN THIS SECTION SHALL AFFECT THE RIGHT OF ANY PARTY HERETO TO BRING ANY ACTION OR PROCEEDING AGAINST ANY OTHER PARTY HERETO OR ANY OF THEIR PROPERTY IN THE COURTS OF OTHER JURISDICTIONS.

**Section 11.6 Waiver of Jury Trial.** EACH OF THE PARTIES HERETO HEREBY WAIVES ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE, AMONG ANY OF THEM ARISING OUT OF, CONNECTED WITH, OR RELATING TO AN INCIDENT TO THE RELATIONSHIP BETWEEN THEM IN CONNECTION WITH THIS AGREEMENT OR THE OTHER TRANSACTION DOCUMENTS.

**Section 11.7 Assignment.** Buyer shall not assign this Agreement without the prior written consent of Company, in its sole and absolute discretion. Any assignment or transfer in violation of this Section 11.7 shall be null and void and *void ab initio*. Company may assign this Agreement to an affiliate without notice to or consent of Buyer. Subject to the foregoing, this Agreement, and the rights and obligations of the Parties hereunder, shall be binding upon and inure to the benefit of their respective successors, assigns, heirs, executors, administrators and legal representatives.

**Section 11.8 Entire Agreement.** This Agreement, including the schedules and exhibits attached hereto and the materials incorporated herein by reference, constitutes the entire agreement between the Parties and supersedes all prior or contemporaneous agreements and understandings, both written and oral, between the Parties with respect to the subject matter hereof, including, without limitation, any public or other statements or presentations made by Company about I-BRYT tokens or the Project.

**Section 11.9 Severability.** If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, inoperative or unenforceable for any reason, the provision shall be modified to make it valid and, to the extent possible, effectuate the original intent of the Parties as closely as possible in an acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the fullest extent possible.

**Section 11.10 No Waivers.** The failure by Company to exercise or enforce any right or provision of this Agreement shall not constitute a present or future waiver of such right or provision, nor limit Company's right to enforce such right or provision at a later time. All waivers by Company must be unequivocal and in writing to be effective.

**Section 11.11 Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which shall together constitute one and the same document.

**Section 11.12 No Partnership; No Agency; No Third Party Beneficiaries.** Nothing in this Agreement and no action taken by the Parties shall constitute, or be deemed to constitute, a partnership, association, joint venture or other co-operative entity between the Parties. Company and Buyer agree that 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. Company and Buyer agree that this Agreement shall not create any third party beneficiary rights in any person.

**Section 11.13 Fees and Expenses.** Each Party shall be solely liable for all its own fees, costs and otherwise in connection with negotiation and execution of this Agreement and any future dealings between the Parties and/or future publications regarding the Parties.

**Section 11.14 Electronic Communications.** Buyer agrees and acknowledges that all agreements, notices, disclosures and other communications that Company provides Buyer pursuant to this Agreement or in connection with or related to Buyer's purchase of I-BRYT tokens, including this Agreement, may be provided by Company, in its sole discretion, to Buyer, in electronic form.

**Section 11.15 Confidentiality.** This Agreement shall remain confidential between the parties in perpetuity, except to the extent required to be disclosed pursuant to applicable Laws.

*[Signature page follows]*

**IN WITNESS WHEREOF**, the undersigned have caused this Agreement to be duly executed and delivered as of the date first written above.

**UBIQUICORP LIMITED**

**BUYER**

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:  
Email:  
Phone:  
Address:

**SCHEDULE 1**

<b>Particulars of Buyer</b>	Name:  Nationality / Place of Incorporation:  Identification Number / Company Registration Number:  Address:  Email:  Fax:
<b>Purchase Consideration</b>	[●] [fiat] [digital] currency
<b>Settlement Date</b>	[DATE] [DESCRIPTION OF CIRCUMSTANCES UPON WHICH SETTLEMENT MAY OCCUR]

**EXHIBIT A**  
**WHITEPAPER**

**EXHIBIT B**  
**KYC/AML QUESTIONNAIRE**



Please provide all of the answers and information requested below.

If a question has already been addressed by you with the Company through delivery of the requested information, please mark "information on file" and briefly explain.

If a question is not applicable to your entity or circumstance, please mark "not applicable" and briefly explain.

For any answer requiring more space than is given in this questionnaire, please attach the complete answer on a separate sheet of paper, as necessary.

Please attach all requested additional documents to this Questionnaire.

<b>1. Identifying Information of Buyer and/or Buyer Entity/Entities</b>			
<b>a. Individuals</b>		<b>b. Companies</b>	
Full Legal Name		Business Address (principal place of business and address for purpose of communications with UbiquiCorp, if different from the principal place of business)	
Date and Place of Birth		Location of Headquarters  (state and country)	
Nationality/Citizenship		Principal Contact	
Social Security # for US Citizen  (Passport # or Similar Gov't I.D. # for non- US Citizen)		Telephone	
Location of Domicile (State and Country)		Fax	
Primary residential address(es) for the past five (5) years  (P.O. Boxes are not acceptable)		E-Mail	
Other residential address(es)		Website	

Occupation Employer		EIN	
Tax status		Please provide copies of corporate registration and a certification from a designated corporate officer that the documents are true and accurate.	
Purchase Objective(s)			
Associated Person of a broker-dealer?			
Please provide copies of passports or other national identification documents.			

**2. Business Information**

a. Indicate legal structure type of Buyer Entity/Entities and the Entity/Entities which have authority over the Buyer Entity/Entities (check all that apply).  
If the verified formation documents requested above in Identifying Information are not provided, please also provide audited financial statement(s).

<input type="checkbox"/> Corporation	<input type="checkbox"/> Limited Liability Company (LLC)
<input type="checkbox"/> Sole Proprietorships & Doing Business As (DBA) Accounts	<input type="checkbox"/> Not-For-Profit Corporation
<input type="checkbox"/> General Partnerships	<input type="checkbox"/> Trusts
<input type="checkbox"/> Limited Liability Partnerships (LP) or Limited Partnerships (LP)	<input type="checkbox"/> Private Funds

**3. List all other legal names under which the Buyer has conducted business for the past five (5) years, including the time period for each:**

\_\_\_\_\_

a. Date of Buyer Entity's/Entities' establishment (MM/DD/YYYY): \_\_\_\_\_

b. Please indicate whether you are licensed with FINRA, the SEC or the CFTC/NFA, or equivalent if not US-based. If so please provide the license number and regulating entity:

\_\_\_\_\_

c. Principal lines of business of Buyer:

\_\_\_\_\_

d. If Buyer Entity is publicly held, please identify percentage that is publicly held and then list in full all remaining individual owners or shareholders (with percentages, adding up to 100%):

% publicly held: \_\_\_\_\_

Name \_\_\_\_\_ % ownership \_\_\_\_\_

Name \_\_\_\_\_ % ownership \_\_\_\_\_

Name \_\_\_\_\_ % ownership \_\_\_\_\_

e. If Buyer is not publicly held, list all shareholders with 25% or more ownership up through the ultimate owner(s): (*i.e.*, public corporation or individuals):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

f. If Buyer Entity/Entities is not publicly held, list any subsidiaries and joint ventures:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

g. Provide the name of the governing body overseeing the Buyer Entity/Entities:

\_\_\_\_\_

h. List all full names and email address for all individuals of the governing body overseeing the Buyer Entity/Entities and a copy of the Committee Charter (*e.g.*, Investment Committee) (provide secretary certificate of specimen signatures for all authorized signers or complete the attached Authorized Signatories Certification form):

\_\_\_\_\_

i. Names of the underlying beneficiaries of the Buyer Entity/Entities:

\_\_\_\_\_

j. Name of the Buyer or Buyer Entity/Entities' custodian, trustee administrator and record keeper as applicable and jurisdictions in which the custodial accounts are held for this engagement (State and Country):

\_\_\_\_\_  
\_\_\_\_\_

k. List any services the Buyer or Buyer Entity/Entities provides to UbiquiCorp:

\_\_\_\_\_

<b>4. Government Relationships<sup>2</sup></b>
<p>a. Are any owners, partners, shareholders, officers, directors, or other employees with executive or management authority, or any other individuals with financial interests in the Buyer or Buyer Entity/Entities:</p> <p>(i) Current officials of any government, including any government ministry, agency or government-owned or controlled enterprise (yes or no)? _____</p> <p>(ii) Current officials of any political party? _____</p> <p>(iii) Relatives or close business associates of either (i) or (ii)? _____</p> <p>(iv) Past officials of any government agency, enterprise, or political party? _____</p> <p>(v) Involved in any business relationship - - including, but not limited to, acting as an agent or consultant for, or holding common ownership of any business enterprise or partnership with - - any current official (or family member or close business associate) of the government, including any government ministry, agency or government-owned or controlled enterprise? _____</p>
<p>b. If the answer to any of (i) through (v) is yes, provide the details, including the following on a separate sheet of paper:</p> <p>(i) Full name of government, Company, or party position</p> <p>(ii) Official responsibilities</p> <p>(iii) Dates of service (current or past)</p> <p>(iv) For relatives or close business associates, the relationship</p> <p>(v) For common business interest, the type of business relationship, including the name of any enterprise or partnership, and the nature of any agency agreement</p>
<b>5. Political, Charity Contributions or Sponsorships</b>
<p>Has the Buyer, Buyer Entity/Entities, or any related party, requested a political or charitable donation in connection with the proposed purchase from UbiquiCorp or any UbiquiCorp employee? _____</p> <p>If yes, please provide details on a separate sheet of paper.</p>

<sup>2</sup> “Government official” is defined as: an officer or employee of a government or any department, agency, or instrumentality thereof, including state-owned or state controlled commercial entities; or an officer or employee of a public international organization, such as the United Nations, World Bank or International Monetary Fund, or International Red Cross; or any person acting in an official capacity for or on behalf of any government or department, agency, or instrumentality or public international organization; any employee or officer of the Native American Tribes, Aboriginal or First Nations groups, tribal councils, and enterprises owned or controlled by such administrations; or any political party official; or any political party official; or any candidate for political office; or any other person, individual or entity at the suggestion, request or direction or for the benefit of any of the above-described persons and entities.

**6. Criminal Proceedings**

a. Has the Buyer, Buyer Entity/Entities or any director of the Buyer Entity/Entities organization, ever been convicted of a financial crime (*e.g.*, corruption, fraud) (yes or no)? \_\_\_\_\_

b. Are there any legal proceedings, as referenced in question 5 a., of this nature pending? \_\_\_\_\_

c. Is the Buyer or, if a corporate entity, any officers, directors or other related parties subject to any Trade Sanctions, as enforced by the US Government, UK Government, The EU, or any other enforcement authority? \_\_\_\_\_

Please include in your response whether your entity has been named as a Specially Designated National (“SDN”) or operates in any geographically sanctioned Country.

**Certification**

The undersigned, being duly authorized to respond to this questionnaire, and to certify as to the matters set forth below, hereby certifies that no questions have been altered and that all information set forth in this response is correct and complete.

_____ Signature of Buyer or Buyer's Registered Representative	_____ Signature of Approving Principal
_____ Date	_____ Date
_____ Print Name	_____ Print Name

Company Stamp or Seal (if applicable): \_\_\_\_\_

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For UbiquiCorp Use Only

Received by: \_\_\_\_\_

Date: \_\_\_\_\_

Principal/Sales Lead (Principal signature needed whenever Buyer is using UbiquiCorp funds)

UbiquiCorp Compliance: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT C**  
**INVESTOR CERTIFICATION**

Accredited Investor Certification

The undersigned investor is being asked to complete the attached certification to determine whether it is an “accredited investor” within the meaning of Rule 501 of Regulation D under the Securities Act.

Investment Representations

A. If the undersigned investor is a natural person (*i.e.*, an individual), please place an “X” next to each of the following items which accurately describe the undersigned investor:

- \_\_\_\_\_ (1) a natural person whose individual net worth<sup>3</sup> (or joint net worth with such person’s spouse) exceeds \$1,000,000; or
- \_\_\_\_\_ (2) a natural person who had an individual income in excess of \$200,000 in each of the two most recent years and who reasonably expects to have an individual income in excess of \$200,000 in the current year or who had joint income in excess of \$300,000 in each of the two most recent years and who reasonably expects to have joint income in excess of \$300,000 in the current year.

B. If the undersigned investor is not a natural person (*i.e.*, is instead a corporation, partnership, a limited liability company, trust or other entity), please place an “X” next to each of the following items which accurately describe the undersigned investor:

- \_\_\_\_\_ (1) a bank as defined in Section 3(a)(2) of the Act, or a 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;
- \_\_\_\_\_ (2) a broker or dealer registered pursuant to Section 15 of the Securities Exchange Act of 1934, as amended;
- \_\_\_\_\_ (3) an insurance company as defined in Section 2(a)(13) of the Act;
- \_\_\_\_\_ (4) an investment company registered under the Investment Company Act of 1940, as amended;
- \_\_\_\_\_ (5) a business development company as defined in Section 2(a)(48) of the Investment Company Act of 1940, as amended;
- \_\_\_\_\_ (6) a Small Business Investment Company licensed by the U.S. Small Business Administration under Section 301(c) or (d) of the Small Business Investment Act of 1958, as amended;

<sup>3</sup> For purposes of this item, “net worth” means the excess of total assets at fair market value, including home and personal property, over total liabilities, but excluding the value of the primary residence and any indebtedness secured by the person’s primary residence at the time of the sale of securities. Note, however, that (i) the amount of such outstanding indebtedness at the time of sale of the securities that exceeds the amount outstanding 60 days before such time, except as a result of the acquisition of the primary residence, will be included in liability; and (ii) any indebtedness secured by the person’s primary residence that is in excess of the estimated fair market value of the primary residence will also be included in liability.



- \_\_\_\_\_ (7) a 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;
- (8) an employee benefit plan within the meaning of Title I of the Employee Retirement Income Security Act of 1974, as amended (“*ERISA*”), if either:
  - \_\_\_\_\_ (A) the investment decision is made by a plan fiduciary, as defined in Section 3(21) of ERISA, which is either a bank, savings and loan association, insurance company or registered investment adviser,
  - \_\_\_\_\_ (B) the employee benefit plan has total assets in excess of \$5,000,000, or
  - \_\_\_\_\_ (C) such a plan is a self-directed plan with investment decisions made solely by persons that are “accredited investors;”
- \_\_\_\_\_ (9) a private business development company as defined in Section 202(a)(22) of the Investment Advisers Act of 1940, as amended;
- \_\_\_\_\_ (10) one of the following entities which was not formed for the specific purpose of making an investment in the Company and which has total assets in excess of \$5,000,000:
  - (A) an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended;
  - (B) a corporation, limited liability company or partnership; or
  - (C) a Massachusetts or similar business trust;
- \_\_\_\_\_ (11) a trust, with total assets in excess of \$5,000,000, not formed for the specific purpose of acquiring an interest in the Company, whose purchase of the membership interests offered is directed by a sophisticated person as described in Rule 506(b)(2)(ii) of Regulation D; or
- \_\_\_\_\_ (12) an entity in which all of the equity owners are “accredited investors.”

[Signature Page Follows]

**IN WITNESS WHEREOF**, the undersigned investor has executed this certification, effective as of \_\_\_\_\_, 20\_\_.

Investor's Mailing Address:

Attention: \_\_\_\_\_

Phone No.: \_\_\_\_\_

Fax No.: \_\_\_\_\_

Investor's Name: \_\_\_\_\_

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

(signature of authorized representative)

Its: \_\_\_\_\_

(name and title of authorized representative)