

IMPORTANT INFORMATION: PLEASE READ THIS AGREEMENT CAREFULLY AND IN ITS ENTIRETY, INCLUDING THE RISKS SET FORTH IN EXHIBIT A.

**TOKEN PURCHASE AGREEMENT
(Spatial / Network Post-Launch)**

This Token Purchase Agreement (this “**Agreement**”) contains the terms and conditions that govern your purchase of certain Ethereum-based ERC20-compatible XYO tokens (“**XYO**” or “**Tokens**”) from XY – The Findables Company, a Delaware corporation (the “**Company**”, “**we**” or “**us**”), and is an agreement between you or the entity that you represent (“**Buyer**” or “**you**”) and the Company. Buyer and the Company may be referred to individually as a “**Party**” and collectively as the “**Parties**.”

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

Buyer acknowledges, understands and agrees:

- PURCHASE OF TOKENS ARE NON-REFUNDABLE AND CANNOT BE CANCELLED.
- BUYER MAY LOSE ALL AMOUNTS PAID.
- TOKENS MAY HAVE NO VALUE.
- THE COMPANY RESERVES THE RIGHT TO REFUSE OR CANCEL ANY TOKEN PURCHASE REQUESTS AT ANY TIME IN ITS SOLE DISCRETION.
- PEOPLE WHO PURCHASE EARLIER THAN YOU MAY RECEIVE MORE TOKENS FOR THE AMOUNT PAID.
- SECTION 10.01 OF THIS AGREEMENT INCLUDES PRE-DISPUTE RESOLUTION, A BINDING ARBITRATION CLAUSE AND CLASS ACTION WAIVER, WHICH, IF APPLICABLE TO YOU, AFFECT YOUR LEGAL RIGHTS.

Article I.

ACCEPTANCE OF AGREEMENT; PURPOSE OF TOKENS; CANCELLATION

Section 1.01 Acceptance of Agreement; Scope.

(a) This Agreement takes effect when you (1) click an “I Agree” button, check box or other indicator of agreement presented with this Agreement, and (2) we receive payment from you in full for your Tokens, and the Tokens are distributed to you in accordance with Section 2.01 (the “**Effective Date**”). By purchasing Tokens from us, you will be bound by this Agreement and all terms incorporated by reference. The terms of service (as may be amended from time to time, the “**Terms of Service**”) located at <https://xyo.network/terms> are hereby incorporated by reference. The white paper (as may be amended from time to time, the “**White Paper**”) and other materials concerning the distributed network initially launched by Company and

comprised of trustless, decentralized location oracles and devices that provide reliable location data through a chain of cryptographic proofs (the “**Network**”), available at <https://xyo.network/> (the “**Website**”) are hereby incorporated by reference.

(b) Unless otherwise stated herein, this Agreement governs only your purchase of Tokens from the Company. Any use of Tokens in connection with providing or receiving Services (as defined below) via the Network will be governed primarily by other applicable terms and policies, which currently include the Terms of Service and privacy policy (as may be amended from time to time, the “**Privacy Policy**”), located at <https://xyo.network/privacy> (collectively, the “**Network Terms and Policies**”). The Company may add new terms or policies to the Network Terms and Policies in its sole discretion, and may update each of the Network Terms and Policies from time to time according to the modification procedures set forth therein. You acknowledge that you have read and understand this Agreement, as well as the Network Terms and Policies, the Risk Disclosures provided on **Exhibit A**, and the White Paper, and agree to regularly check for, and read, any updates to these documents on <https://xyo.network/> or other channels we make available.

(c) BUYER AGREES AND CERTIFIES THAT BUYER IS PURCHASING TOKENS FOR BUYER’S OWN PERSONAL USE AND UTILITY, AND TO MAKE USE OF THE NETWORK, AND NOT FOR ANY INVESTMENT OR FINANCIAL PURPOSE. BUYER AGREES AND CERTIFIES THAT TOKENS ARE NOT A SECURITY OR A CRYPTOCURRENCY AND ACKNOWLEDGES THAT TOKENS MAY LOSE ALL VALUE. Tokens are a cryptographic token to be used via the Network. Buyer acknowledges and understands that: (i) the sale of Tokens and the Tokens themselves are not investments, currencies, securities, commodities, swaps on a currency, security or commodity or a financial asset or instrument of any kind, (ii) purchases and sales of Tokens are not subject to the protections of any laws governing those types of financial instruments, and (iii) this Agreement and all other documents referred to in this Agreement, including the White Paper, do not constitute a prospectus or offering document, and are not an offer to sell, nor the solicitation of an offer to buy an investment, a currency, a security, commodity, or a swap on either a security or commodity or a financial asset or instrument of any kind. By entering into this Agreement, you affirm that you understand any and all concepts described in the documents to your satisfaction and affirm that you also agree to the Network Terms and Policies.

(d) To the extent of any conflict with this Agreement, the Network Terms and Policies shall control with respect to any issues relating to the use of Tokens in connection with providing or receiving Services via the Network.

Section 1.02 Purpose and Use of Tokens.

(a) The purpose of the Tokens is to incentivize the desired behavior of providing accurate and reliable location heuristics (the “**Services**”) via the Network.

(b) The Tokens do not confer any rights other than rights relating to the provision and receipt of Services via the Network, subject to limitations and conditions in applicable Network Terms and Policies. In particular, Buyer understands and accepts that Tokens do not represent or confer any ownership right or stake, share, security, or equivalent rights, or any right to receive future revenue shares, intellectual property rights or any other form of participation in or relating to the Network and/or the Company and its corporate affiliates, other than the ability to use the Tokens in connection with the Services via the Network, subject to this Agreement. The Tokens are not intended to be a digital currency, security, commodity or any other kind of financial instrument.

Section 1.03 Cancellation

Buyer's purchase of Tokens from the Company hereunder is final, and there are no refunds or cancellations, except as may be required by applicable law or regulation. The Company reserves the right to refuse or cancel Token purchase requests at any time in its sole discretion.

Section 1.04 Possible Migration of Tokens.

(a) The Company reserves the right to migrate the Tokens (the "**Pre-existing Tokens**") from the Ethereum protocol to a future protocol, which may or may not currently exist, for any reason. Further, we may generate new Tokens on the future protocol and make them available to the holders of Pre-existing Tokens (the "**Replacement Tokens**") should we determine, in our sole discretion, that doing so is necessary or useful to the operation of the Network.

(b) Should the Company decide to migrate the Tokens, we may no longer provide support for the Pre-existing Tokens relating to the Network, the Services, or any other operational matters, except with respect to the migration process. Although the Company does not at this time anticipate that it will require any Pre-existing Token holders to convert their Pre-existing Tokens to Replacement Tokens, the Company anticipates there will be significant incentives for Pre-existing Token holders to do so, since the practical utility of Pre-existing Tokens will likely diminish rapidly once the Replacement Tokens are created and in use by a significant portion of Network users. Accordingly, by entering into this Agreement, you acknowledge and agree that in order for you to continue to make use of the Network or obtain utility from the Tokens, you may need to convert the Tokens you purchase hereunder to Replacement Tokens in the future.

(c) Should the Company decide to migrate the Tokens, we will notify you via the Website. You are solely responsible for regularly checking for updates on the Website or other channels we make available.

Article II.

TOKEN DISTRIBUTION

Section 2.01 Distribution of Tokens.

The Company shall distribute the Tokens in a manner consistent with the procedures and other instructions provided by the Company on the Website from time to time, and Buyer shall follow such

procedures and instructions. As a condition precedent to any sale by the Company of any Tokens, Buyer must have a wallet or other storage mechanism (“**Wallet**”) that supports the ERC20 token standard in order to receive any Tokens purchased from the Company and Buyer must provide an accurate digital wallet address to the Company (the “**Token Receipt Address**”). The Company reserves the right to prescribe additional guidance regarding specific requirements with respect to a storage mechanism for the Tokens. We are not responsible for any delays, losses, costs, non-delivery of refunds or of Tokens, or other issues arising from your failing to provide a Token Receipt Address, or providing an inaccurate or incomplete Token Receipt Address. You acknowledge and understand the procedures set forth on the Website for purchasing Tokens, and that failure to use the Website and follow such procedures will result in your failure to receive Tokens and you will lose some or all of the amounts paid for the Tokens.

Section 2.02 Sale of Tokens to Company Affiliates.

Buyer hereby consents to the participation of the Company’s and its affiliates’ and predecessors’ past, present and future employees, officers, directors, contractors, advisors, consultants, equityholders, suppliers, vendors and service providers in the purchase of Tokens, including people who may work on the maintenance, testing, and operation of the Network, or who may work for the Company’s future businesses that the Company may establish.

Section 2.03 Sources and Uses of Funds.

- (a) Buyer shall not use the Tokens to finance, engage in, or otherwise support any unlawful activities.
- (b) All payments made 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 (on Money Laundering), 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 the Financial Crimes Enforcement Network of the United States Department of the Treasury, as such regulations may be amended from time to time.
- (c) To the extent required by applicable law, Buyer shall comply with all anti-money laundering and counter-terrorism financing requirements.

Article III.

NO OTHER RIGHTS CREATED

Section 3.01 No Claim, Loan or Ownership Interest.

The purchase of Tokens: (a) shall not provide Buyer with rights of any form with respect to the Company or its revenues or assets, including, but not limited to, any voting, distribution, redemption, liquidation, proprietary (including all forms of intellectual property), or other financial or legal rights; (b) shall not be deemed to be a loan to the Company; and (c) shall not provide Buyer with any ownership or other interest in the Company.

Section 3.02 Intellectual Property.

The Company shall retain all right, title and interest in all of the Company's intellectual property, including, without limitation, inventions, ideas, concepts, code, discoveries, processes, marks, methods, software, compositions, formulae, techniques, information and data, whether or not patentable, copyrightable or protectable in trademark, and any trademarks, copyright or patents based thereon. Buyer shall not use any of the Company's intellectual property for any reason without the Company's prior written consent.

Article IV.

SECURITY AND DATA; TAXES AND FEES

Section 4.01 Security and Data Privacy.

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

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

Section 4.02 Taxes.

The purchase price that you pay for Tokens is exclusive of all applicable taxes. You are responsible for determining what, if any, taxes apply to your purchase of Tokens, including, for example, sales, use, value added, and similar taxes. It is also your responsibility to withhold, collect, report and remit the correct taxes to the applicable tax authorities. You shall be solely responsible for compliance with any tax obligations arising from the purchase or receipt of Tokens. The Company is not responsible for withholding, collecting, reporting or remitting any sales, use, value added or similar tax arising from Buyer's purchase of Tokens. The Company shall bear no liability or responsibility with respect to any tax obligation of Buyer in respect of the purchase and receipt of any Tokens.

Article V.
REPRESENTATIONS AND WARRANTIES

Section 5.01 Buyer Representations and Warranties.

Buyer represents and warrants to the Company that as of the Effective Date:

- (a) You have read and understood all of the terms of this Agreement (including the attached Exhibit(s) and the totality of the White Paper and the Network Terms and Policies);
- (b) You have full legal capacity, power and authority to execute and deliver this Agreement and to perform your obligations hereunder;
- (c) This Agreement constitutes valid and binding obligation of Buyer, enforceable in accordance with its terms, except as limited by bankruptcy, insolvency or other laws of general application relating to or affecting the enforcement of creditors' rights generally and general principles of equity;
- (d) Buyer is an accredited Buyer as such term is defined in Rule 501 of Regulation D under the U.S. Securities Act of 1933 as amended (the "**Securities Act**"). Buyer has been advised that to the extent the Tokens may be considered a security, they are a security that has not been registered under the Securities Act, or any state securities laws and, therefore, cannot be resold unless registered under the Securities Act and applicable state securities laws or unless an exemption from such registration requirements is available. Buyer is purchasing the Tokens for its own account, not as a nominee or agent, and not with a view to, or for resale in connection with, the distribution thereof, and Buyer has no present intention of selling, granting any participation in, or otherwise distributing the same. Buyer has such knowledge and experience in financial and business matters that the Buyer is capable of evaluating the merits and risks of such investment, is able to incur a complete loss of such investment without impairing the Buyer's financial condition and is able to bear the economic risk of such investment for an indefinite period of time;
- (e) You are agreeing to use the Network in some manner, and understand that it is your responsibility to make use of the Network, meaning that the success of the Network is not solely dependent upon the efforts of the Company's managers, but by the Token holders engaging with the Network and using the Services;
- (f) You have sufficient understanding of the functionality, usage, storage, transmission mechanisms and other material characteristics of cryptographic tokens, token storage mechanisms (such as token wallets), blockchain technology and blockchain-based software systems to understand this Agreement and to appreciate the risks and implications of purchasing the Tokens;
- (g) You understand that the Tokens involve risks, all of which Buyer fully and complete assumes, including, but not limited to, and as more fully described in Exhibit A attached hereto, the risk that (i) the technology associated with the Network will not function as intended, (ii)

the Network will fail to attract sufficient interest from key stakeholders, and (iii) the Company and/or the Network may be subject to investigation and punitive action from governmental authorities;

(h) You have obtained sufficient information about the Tokens to make an informed decision to purchase the Tokens and to bear the risks thereof;

(i) You are aware of the Company's business affairs and financial condition and have obtained sufficient information about the Company to reach an informed decision to purchase the Tokens;

(j) You understand and expressly accept that you have 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;

(k) You understand and agree that Buyer has no right against the Company or any other person or entity except in the event of the Company's breach of this Agreement or intentional fraud;

(l) You understand that the Tokens confer only the right to provide and receive Services via the Network and confer no other rights of any form with respect to the Network or the Company or its corporate affiliates, including, but not limited to, any voting, distribution, redemption, liquidation, proprietary (including all forms of intellectual property), or other financial or legal rights;

(m) You are purchasing Tokens to provide or receive Services via the Network and to support the maintenance, testing, and operation of the Network. You are not purchasing Tokens for any other uses or purposes, including, but not limited to, any investment, speculative or other financial purposes;

(n) Your purchase of Tokens complies with applicable law and regulation in your jurisdiction of citizenship or residency, including, but not limited to, (i) legal capacity and any other threshold requirements in your jurisdiction for purchasing the Tokens, using the Tokens via the Network and entering into contracts with us, (ii) any foreign exchange or regulatory restrictions applicable to such purchase, and (iii) any governmental or other consents that may need to be obtained;

(o) You will comply with any applicable tax obligations in your jurisdiction arising from your purchase of Tokens;

(p) You understand that you bear the sole responsibility to determine the tax implications of: (i) your use of the Network, (ii) your ownership, use or transfer of the Tokens, (iii) the potential appreciation or depreciation in the value of the Tokens over time, and (iv) the sale and purchase of the Tokens and/or any other action or transaction related to the Company or the Network; by holding or using the Tokens, and to the extent permitted by law, you agree not to hold any third party (including developers, auditors, contractors or founders) liable for any tax liability associated with or arising from the creation, ownership or use of the Tokens or any other action or transaction related to the Company or the Network;

(q) You are purchasing the functionality of the Tokens issued via the Network primarily to support the maintenance, testing, and operation of the Network, being aware of the commercial risks associated with the Network;

(r) You waive the right to participate in a class action lawsuit or a classwide arbitration against any entity or individual involved with the creation of the Tokens, as discussed more fully in this Agreement;

(s) You understand the creation and sale of the Tokens does not involve the purchase of shares or any equivalent in any existing or future public or private company, corporation or other entity in any jurisdiction;

(t) You understand that the creation and sale of the Tokens and the use of the Network carries significant financial, regulatory and reputational risks as further set forth in this Agreement and **Exhibit A**;

(u) You understand that you have no right against any other party to request any refund of cryptocurrency from the Company for the purchase of Tokens under any circumstance;

(v) If you are purchasing Tokens on behalf of any entity, such entity is not organized in, held for the benefit of, and the administrators, executors or trustees of such entity are not, residents (tax or otherwise), citizens or green card holders of the United States, its territories and possessions or the District of Columbia and you are authorized to enter into this Agreement on such entity's behalf and that such entity will be responsible for breach of this Agreement by you or any other employee or agent of such entity (references to "you" in this Agreement refer to you and such entity, jointly);

(w) You are not a resident or domiciliary of New York State or purchasing Tokens from a location in New York State;

(x) You are not (i) a citizen or resident of a geographic area in which access to or use of the Services via the Network is prohibited by applicable law, decree, regulation, treaty, or administrative act, including China, Taiwan or Hong Kong, (ii) a citizen or resident of, or located in, a geographic area that is subject to U.S. or other sovereign country sanctions or embargoes, (iii) an individual, or an individual employed by or associated with an entity, identified on the U.S. Department of Commerce's Denied Persons or Entity List, the U.S. Department of Treasury's Specially Designated Nationals or Blocked Persons Lists, or the U.S. Department of State's Debarred Parties List, or an entity in which one or more Specially

Designated Nationals own in the aggregate, directly or indirectly, a 50 percent or greater interest and you will not use the Tokens to conduct or facilitate transactions with such persons described above, or (iv) purchasing Tokens from countries or regions comprehensively sanctioned by the US Office of Foreign Assets Control (including countries and regions currently sanctioned such as the Crimea region of Ukraine, Cuba, Iran, North Korea and Syria), or on behalf of governments of these countries or regions, nor will you use the Tokens to conduct or facilitate any transactions with persons or entities located in these countries or regions. You agree that if your country of residence or other circumstances change such that the above representations are no longer accurate, that you will immediately cease using the Services. If you are registering to use the Services on behalf of a legal entity, you further represent and warrant that (x) such legal entity is duly organized and validly existing under the applicable laws of the jurisdiction of its organization, and (ii) you are duly authorized by such legal entity to act on its behalf;

(y) none of: (1) you; (2) any person controlling or controlled by you; (3) if you are a privately-held entity, any person having a beneficial interest in you; or (4) any person for whom you are acting as agent or nominee in connection with the purchase of Tokens is a country, territory, entity or individual named on an Office of Foreign Assets Control (“**OFAC**”) list, or a person or entity prohibited under the programs administered by OFAC (“**OFAC Programs**”). Please be advised that the Company may not accept any payment amounts from a prospective purchaser of Tokens if such purchaser cannot make the representation set forth in the preceding sentence. You agree to promptly notify the Company if you become aware of any change in the information set forth in any of these representations. You are advised that, by law, the Company may be obligated to “freeze the account” of any purchaser, either by prohibiting additional purchases from it, declining any redemption requests and/or segregating the assets in the account in compliance with governmental regulations, and that the Company may also be required to report such action and to disclose such purchaser’s identity to OFAC;

(z) none of: (1) you; (2) any person controlling or controlled by you; (3) if you are a privately-held entity, any person having a beneficial interest in you; or (4) any person for whom you are acting as agent or nominee in connection with this investment is a senior foreign political figure¹, or any immediate family² member or close associate³ of a senior foreign political figure, as such terms are defined in the footnotes below;

(aa) if you are affiliated with a non-U.S. banking institution (a “**Foreign Bank**”), or if you receive deposits from, make payments on behalf of, or handle other financial transactions

¹ A “senior foreign political figure” is defined as a senior official in the executive, legislative, administrative, military or judicial branch of a foreign government (whether elected or not), a senior official of a major foreign political party, or a senior executive of a foreign government-owned corporation. In addition, a “senior foreign political figure” includes any corporation, business or other entity that has been formed by, or for the benefit of, a senior foreign political figure.

² “Immediate family” of a senior foreign political figure typically includes such figure’s parents, siblings, spouse, children and in-laws.

³ A “close associate” of a senior foreign political figure is a person who is widely and publicly known to maintain an unusually close relationship with such senior foreign political figure, and includes a person who is in a position to conduct substantial domestic and international financial transactions on behalf of such senior foreign political figure.

related to a Foreign Bank, you represent and warrant to the Company that: (1) the Foreign Bank has a fixed address, and not solely an electronic address, in a country in which the Foreign Bank is authorized to conduct banking activities; (2) the Foreign Bank maintains operating records related to its banking activities; (3) the Foreign Bank is subject to inspection by the banking authority that licensed the Foreign Bank to conduct its banking activities; and (4) the Foreign Bank does not provide banking services to any other Foreign Bank that does not have a physical presence in any country and that is not a regulated affiliate;

(bb) You understand with regard to Tokens that we make no guarantees that you will be able to resell Tokens, or as to its future value and that no market liquidity may be guaranteed and that the value of Tokens over time may experience extreme volatility or depreciate in full and the Company is not and shall not be responsible for or liable for the market value of Tokens, the transferability or liquidity of Tokens or the availability of any market for Tokens through third parties or otherwise; and

(cc) The funds, including any virtual currency or cryptocurrency that you use to purchase Tokens are not directly or indirectly derived from or related to any unlawful activities, including, but not limited to, money laundering or terrorist financing.

Section 5.02 Disclaimers; No Company Representations or Warranties.

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

(b) TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE TOKENS ARE SOLD ON AN “AS IS” AND “AS AVAILABLE” BASIS WITHOUT WARRANTIES OF ANY KIND, AND, WITH RESPECT TO THE TOKENS, THEIR UTILITY AND THE ABILITY OF ANYONE TO PURCHASE OR USE THE TOKENS. THE COMPANY EXPRESSLY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, 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) THE COMPANY AND THE COMPANY PARTIES (AS DEFINED BELOW) DISCLAIM ALL REPRESENTATIONS AND WARRANTIES THAT THE PROCESS OF PURCHASING OR RECEIVING THE TOKENS WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT THE TOKENS ARE RELIABLE, CURRENT, MEET YOUR REQUIREMENTS, OR ARE ERROR-FREE, OR THAT DEFECTS IN THE TOKENS WILL BE CORRECTED. THE COMPANY AND THE COMPANY PARTIES CANNOT AND DO NOT REPRESENT OR WARRANT THAT THE TOKENS OR THE DELIVERY MECHANISM FOR TOKENS ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

(d) YOU ACKNOWLEDGE THAT YOU HAVE NOT RELIED UPON ANY REPRESENTATION OR WARRANTY MADE BY THE COMPANY, OR ANY OTHER PERSON ON THE COMPANY'S BEHALF, INCLUDING, BUT NOT LIMITED TO, CONVERSATIONS OF ANY KIND, WHETHER THROUGH ORAL OR ELECTRONIC COMMUNICATION.

(e) TRANSACTIONS USING BLOCKCHAIN TECHNOLOGY, SUCH AS THOSE INVOLVING THE SALE OF TOKENS HEREUNDER, ARE AT RISK TO MULTIPLE POTENTIAL FAILURES, INCLUDING HIGH NETWORK VOLUME, COMPUTER FAILURE, BLOCKCHAIN FAILURE OF ANY KIND, USER FAILURE, TOKEN THEFT AND NETWORK HACKING. THE COMPANY IS NOT RESPONSIBLE FOR ANY LOSS OF DATA, ETHER, TOKENS, HARDWARE OR SOFTWARE RESULTING FROM ANY TYPES OF FAILURES, THEFT OR HACK. BUYER UNDERSTANDS AND AGREES THAT THE 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.

(f) Some jurisdictions do not allow the exclusions of certain warranties or disclaimer of implied terms in contracts with consumers, so some or all of the exclusions of warranties and disclaimers in this section may not apply to you.

Article VI.

ACKNOWLEDGEMENT AND ASSUMPTION OF RISKS

Section 6.01 Buyer Acknowledgement and Assumption of Risks.

Buyer hereby acknowledges and agrees that there are risks associated with purchasing Tokens, holding Tokens and using Tokens for providing or receiving Services via the Network, as disclosed and explained in **Exhibit A**. BY PURCHASING TOKENS, YOU EXPRESSLY ACKNOWLEDGE AND ASSUME THESE RISKS.

Article VII.

INDEMNIFICATION

Section 7.01 Indemnification by Buyer.

(a) To the fullest extent permitted by applicable law, Buyer will indemnify, defend and hold harmless the Company, its affiliates and predecessors, and our and their respective past, present and future employees, officers, directors, contractors, consultants, equityholders,

suppliers, vendors service providers, parent companies, subsidiaries, affiliates, agents, representatives, predecessors, successors and assigns (collectively, the “**Company Parties**”) from and against all claims, demands, actions, damages, losses, costs and expenses (including attorneys’ fees) that arise from or relate to: (i) Buyer’s purchase or use of Tokens; (ii) Buyer’s responsibilities or obligations under this Agreement; (iii) Buyer’s breach of or violation of this Agreement; (iv) Buyer’s violation of any rights of any other person or entity; or (v) any act or omission of Buyer that is negligent, unlawful or constitutes willful misconduct.

(b) The Company reserves the right to exercise sole control over the defense, at Buyer’s expense, of any claim subject to indemnification under Section 7.01(a). This indemnity is in addition to, and not in lieu of, any other indemnities set forth in a written agreement between Buyer and the Company.

Article VIII.

LIMITATION OF LIABILITY

Section 8.01 Company Limitation of Liability.

(A) TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW: (I) IN NO EVENT WILL THE COMPANY OR ANY OF THE COMPANY PARTIES BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES OF ANY KIND (INCLUDING, BUT NOT LIMITED TO, WHERE RELATED TO LOSS OF REVENUE, INCOME OR PROFITS, LOSS OF USE OR DATA, OR DAMAGES FOR BUSINESS INTERRUPTION) ARISING OUT OF OR IN ANY WAY RELATED TO THE SALE OR USE OF THE TOKENS OR OTHERWISE RELATED TO THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION, WHETHER BASED IN CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, SIMPLE NEGLIGENCE, WHETHER ACTIVE, PASSIVE OR IMPUTED), OR ANY OTHER LEGAL OR EQUITABLE THEORY (EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE); AND (II) IN NO EVENT WILL THE AGGREGATE LIABILITY OF THE COMPANY AND THE COMPANY PARTIES (JOINTLY), WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE, WHETHER ACTIVE, PASSIVE OR IMPUTED), OR OTHER THEORY, ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE USE OF OR INABILITY TO USE THE TOKENS, EXCEED THE AMOUNT BUYER PAYS TO THE COMPANY FOR THE TOKENS.

(B) THE LIMITATIONS SET FORTH IN SECTION 8.01(A) WILL NOT LIMIT OR EXCLUDE LIABILITY FOR THE GROSS NEGLIGENCE, FRAUD OR INTENTIONAL, WILLFUL OR RECKLESS MISCONDUCT OF THE COMPANY.

(C) Some jurisdictions do not allow the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of the limitations of this section may not apply to you.

Article IX.

RELEASE

Section 9.01 Release by Buyer.

To the fullest extent permitted by applicable law, you release the Company and the other Company Parties from responsibility, liability, claims, demands and/or damages (actual and consequential) of every kind and nature, known and unknown (including, but not limited to, claims of negligence) arising out of or related to disputes between you and the acts or omissions of third parties. **You expressly waive any and all rights which you may have under California Civil Code § 1542, as well as any other statute or common law principles that would otherwise limit the coverage of this release to include only those claims which you may know or suspect to exist in your favor at the time of agreement to this release. California Civil Code Section 1542 reads as follows:**

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

Article X.

DISPUTE RESOLUTION; ARBITRATION; GOVERNING LAW AND VENUE

Section 10.01 Dispute Resolution; Arbitration.

PLEASE READ THE FOLLOWING SECTION CAREFULLY BECAUSE IT REQUIRES YOU TO ARBITRATE CERTAIN DISPUTES AND CLAIMS WITH THE COMPANY AND LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF FROM US.

- (a) Binding Arbitration. Except for any disputes, claims, suits, actions, causes of action, demands or proceedings (collectively, “**Disputes**”) in which either Party seeks to bring an individual action in small claims court or seeks injunctive or other equitable relief for the alleged unlawful use of intellectual property, including, without limitation, copyrights, trademarks, trade names, logos, trade secrets or patent, Buyer and the Company (i) waive your and the Company’s respective rights to have any and all Disputes arising from or related to this Agreement resolved in a court and (ii) waive your and the Company’s respective rights to a jury trial. Instead, you and the Company will arbitrate Disputes through binding arbitration (which is the referral of a Dispute to one or more persons charged with reviewing the Dispute and making a final and binding determination to resolve it instead of having the Dispute decided by a judge or jury in court).
- (b) No Class Arbitrations, Class Actions or Representative Actions. Any Dispute arising out of or related to this Agreement is personal to you and the Company, will be resolved solely through individual arbitration and will not be brought as a class arbitration, class action or any other type of representative proceeding. There will be no class arbitration or arbitration in which an individual attempts to resolve a Dispute as a representative of another individual or group of individuals. Further, a Dispute cannot be brought as a class or other type of

representative action, whether within or outside of arbitration, or on behalf of any other individual or group of individuals.

(c) Federal Arbitration Act. This Agreement affects interstate commerce and the enforceability of this Section 10.01 will be both substantively and procedurally governed by and construed and enforced in accordance with the Federal Arbitration Act, 9 U.S.C. § 1 et seq. (the “FAA”), to the maximum extent permitted by applicable law.

(d) Notice; Informal Dispute Resolution. Each Party will notify the other Party in writing of any Dispute within thirty (30) days of the date it arises, so that the Parties can attempt in good faith to resolve the Dispute informally. Notice to the Company shall be sent by e-mail to the Company at token@xyo.network. Notice to Buyer shall be by e-mail to the then-current e-mail address in your account with the Company. Buyer’s notice to the Company must include (i) your name, postal address, e-mail address and telephone number, (ii) a description in reasonable detail of the nature or basis of the Dispute, and (iii) the specific relief that you are seeking. If Buyer and the Company cannot agree how to resolve the Dispute within thirty (30) days after the date notice is received by the applicable Party, then either Buyer or the Company may, as appropriate and in accordance with this Section 10.01, commence an arbitration proceeding or, to the extent specifically provided for in Section 10.01(a), file a claim in court.

(e) Any arbitration will occur in San Diego, California. Arbitration will be conducted by a single arbitrator in accordance with the rules of the Judicial Arbitration and Mediation Services (“JAMS”), which are hereby incorporated by reference. The state and federal courts located in San Diego County, California will have exclusive jurisdiction over any appeals and the enforcement of an arbitration award. You may also litigate a Dispute in the small claims court located in the county where you reside if the Dispute meets the requirements to be heard in small claims court.

(f) Authority of Arbitrator. As limited by the FAA, this Agreement and the applicable JAMS rules, the arbitrator will have (i) the exclusive authority and jurisdiction to make all procedural and substantive decisions regarding a Dispute, including the determination of whether a Dispute is arbitrable and (ii) the authority to grant any remedy that would otherwise be available in court; provided, however, that the arbitrator does not have the authority to conduct a class arbitration or a representative action, which is prohibited by this Agreement. The arbitrator may only conduct an individual arbitration and may not consolidate more than one individual’s claims, preside over any type of class or representative proceeding or preside over any proceeding involving more than one individual.

(g) Rules of JAMS. The rules of JAMS and additional information about JAMS are available on the JAMS website. By entering into this Agreement, you either (i) acknowledge that you have read and understand the rules of JAMS, or (ii) waive your opportunity to read the rules of JAMS and any claim that the rules of JAMS are unfair or should not apply for any reason.

(h) Severability of Dispute Resolution and Arbitration Provisions. If any term, clause or provision of this Section 10.01 is held invalid or unenforceable, it will be so held to the minimum extent required by law, and all other terms, clauses and provisions of this Section

10.01 will remain valid and enforceable. Further, the waivers set forth in Section 10.01(b) are severable from the other provisions of this Agreement and will remain valid and enforceable, except as prohibited by applicable law.

Section 10.02 Governing Law and Venue.

This Agreement will be governed by and construed and enforced in accordance with the laws of the State of Delaware, without regard to conflict of law rules or principles (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any other jurisdiction. Any Dispute between the Parties arising out of or relating to this Agreement that is not subject to arbitration or cannot be heard in small claims court will be resolved and filed only in the state or federal courts of the State of California and the United States, respectively, sitting in San Diego County, California. Buyer hereby irrevocably and unconditionally consents and submits to the exclusive jurisdiction of such courts over any suit, action or proceeding arising out of this Agreement.

Article XI.

MISCELLANEOUS

Section 11.01 Assignment.

Buyer shall not assign this Agreement without the prior written consent of the Company. Any assignment or transfer in violation of this Section 11.01 shall be null and void. The Company may assign this Agreement to an affiliate or successor. Subject to the foregoing, this Agreement, and the rights and obligations of the Parties hereunder, shall be binding upon and shall inure to the benefit of their respective successors, assigns, heirs, executors, administrators and legal representatives.

Section 11.02 Entire Agreement.

This Agreement, including the Exhibit(s) 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 the Company about the Tokens or the Network.

Section 11.03 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 11.04 Modification of Agreement.

This Agreement may not be modified or amended except in writing signed by the Parties and specifically referring to this Agreement.

Section 11.05 No Waivers.

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

Section 11.06 No Partnership; No Agency; No Third Party Beneficiaries.

Nothing in this Agreement and no action taken by the Parties shall constitute, or be deemed to constitute, a partnership, association, joint venture, or other co-operative entity between the Parties. Nothing in this Agreement and no action taken by the Parties pursuant to this Agreement shall constitute, or be deemed to constitute, either Party the agent of the other Party for any purpose. No Party has, pursuant to this Agreement, any authority or power to bind or to contract in the name of the other Party. Except as otherwise provided herein, this Agreement is intended solely for the benefit of Buyer and the Company and is not intended to confer any third-party beneficiary rights upon any other person or entity.

Section 11.07 Electronic Communications.

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

Section 11.08 Import and Export Compliance.

In connection with this Agreement, Buyer will comply with all applicable import, re-import, export and re-export control and laws, regulations, guidance and programs, including the Export Administration Regulations and the International Traffic in Arms Regulations and country or individual-specific economic sanctions programs implemented by the Office of Foreign Assets Control. You are solely responsible for compliance related to your use of Tokens.

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EXHIBIT A

RISK DISCLOSURES

1. **Risk of Losing Access to Tokens Due to Loss of Credentials:** Buyer's Tokens will be distributed directly by the Company to Buyer's Wallet at the Token Receiving Address. The Buyer's Wallet can only be accessed with login credentials selected by Buyer. The loss of Buyer's Wallet login credentials will result in the loss of Tokens. Best practices dictate that Buyers safely store credentials in one or more backup locations geographically separated from the working location.

2. **Risks Associated with the Ethereum Protocol:** The Tokens and the Network are based on the Ethereum protocol. As such, any malfunction, unintended function, unexpected functioning of or attack on the Ethereum protocol may cause the Network or the Tokens to malfunction or function in an unexpected or unintended manner. ETH, the native unit of account of the Ethereum protocol, may itself lose value in ways similar to the Tokens, and also other ways.

3. **Risks Associated with Buyer Credentials:** Any third party that gains access to or learns of Buyer's login credentials or private keys with respect to Buyer's Wallet may be able to dispose of Buyer's Tokens. To minimize this risk, Buyer should guard against unauthorized access to their electronic devices. Best practices dictate that you safely store private keys in one or more backup locations geographically separated from the working location. In addition, you are responsible for giving us the correct Token Receipt Address to send you your Tokens. If you give us the incorrect Token Receipt Address to send your Tokens to, we are not responsible for any loss of Tokens that may occur.

4. **Risk of Unfavorable Regulatory Action in One or More Jurisdictions:** Blockchain technologies and token sales have been the subject of scrutiny by various regulatory bodies around the world. The functioning of the Network and the Tokens could be impacted by one or more regulatory inquiries or actions, including the licensing of or restrictions on the use, sale or possession of digital tokens like XYO, which could impede, limit or end the improvement of the Network and increase legal costs.

5. **Risk of Alternative, Unofficial Networks:** Following the initial version of the Network, it is possible that alternative networks could be established that attempt to facilitate services that are materially similar to the Network's Services. The official Network may compete with these alternative networks, which could potentially negatively impact the Network and XYO, including the utility of the Tokens for obtaining Services.

6. **Risk of Insufficient Interest in the Network:** It is possible that the Network will not be used by a large number of businesses, individuals and other organizations and that there will be limited public interest in the creation and development of the XYO ecosystem. Such a lack of interest could negatively impact XYO and the Network.

7. **Risk that the Network Will Not Meet Expectations:** The Network may undergo significant changes after launch. Moreover, we have no control over how other participants will use the Network, what products or services will be offered via the Network by third parties, or how third-party products and services will utilize the Tokens (if at all). This could create the risk that Tokens or the Network, as further developed and maintained, may not meet your expectations at the time of purchase, for any number of reasons including mistaken assumptions or analysis, a change in the design

and implementation plans, and execution of the Network. Furthermore, despite our good faith efforts to develop and use the Network, it is still possible that the Network will experience malfunctions or otherwise fail to be adequately developed or maintained, which may negatively impact the Network and Tokens, and your Tokens may become useless due to technical, commercial, regulatory or any other reasons.

8. Risk of Unfavorable Fluctuation of ETH and Other Currency Value: The Company team intends to use the proceeds from selling XYO to fund the maintenance and continued improvement of the Network, as described further in the White Paper. Such proceeds may be collected in cryptographic currency. If the value of the cryptographic currency fluctuates unfavorably, the Company team may not be able to fund continued improvements, or may not be able to maintain the Network, in the manner that it intended.

9. Risks from Taxation: The tax characterization of XYO is uncertain. You must seek your own tax advice in connection with purchasing XYO, which may result in adverse tax consequences to you, including withholding taxes, income taxes and tax reporting requirements.

10. Risk of Theft and Hacking: Hackers or other groups or organizations or countries may attempt to interfere with the Network or the availability of XYO in any number of ways, including service attacks, Sybil attacks, spoofing, smurfing, malware attacks, consensus-based attacks, phishing, or other novel methods that may or may not be known, to steal Tokens.

11. Risk of Inability to Satisfy Data Protection, Security, Privacy and Other Government- and Industry-Specific Requirements: There are a number of data protection, security, privacy and other government- and industry-specific requirements, including those that require companies to notify individuals of data security incidents involving certain types of personal data. Security compromises could harm the Network's reputation, erode user confidence in the effectiveness of its security measures, negatively impact its ability to attract new users, or cause existing users to stop using the Network.

12. Risk of Weaknesses or Exploitable Breakthroughs in the Field of Cryptography: Advances in cryptography, or technical advances such as the development of quantum computers, could present risks to cryptographic tokens and the Network, which could result in the theft or loss of XYO.

13. Risk of XYO Mining Attacks: As with other decentralized cryptographic tokens and cryptocurrencies, the blockchain used for the Network is susceptible to mining attacks, including double-spend attacks, majority mining power attacks, selfish-mining attacks and race condition attacks. Any successful attacks present a risk to the Network, XYO and expected proper execution and sequencing of Ethereum contract computations. Despite the efforts of the Company's team, the risk of known or novel mining attacks exists. Certain risks of attacks to our Network are outlined in detail in our XYO Network Security Paper: <https://docs.xyo.network/XYO-Red-Paper.pdf>.

14. Risk of Lack of Adoption or Use of the Network: While XYO should not be viewed as an investment, it may have value over time. That value may be limited or non-existent if the Network lacks use and adoption. If this becomes the case, there may be few or no markets following the launch of the platform, potentially having an adverse impact on XYO.

15. Risk of an Illiquid Market for XYO: XYO is for use with the Network, and is not refundable. The Company is not aware of any marketplace for XYO, and there may never be any such marketplace for XYO. There are currently no exchanges upon which XYO would trade. If ever exchanges do develop, they will likely be relatively new and subject to poorly understood regulatory oversight. They may therefore be more exposed to fraud and failure than established, regulated exchanges for other products and have a negative impact on XYO.

16. Risk of Uninsured Losses: Unlike bank accounts or accounts at some other financial institutions, funds held using the Network or Ethereum network are generally uninsured. In the event of any loss, there is no public insurer, such as the FDIC, or private insurer to offer recourse to the purchaser.

17. Risk of Dissolution of the Company: It is possible that, due to any number of reasons, including an unfavorable fluctuation in the value of cryptocurrencies, technical issues with the Network, the failure of business relationships or competing intellectual property claims, the Company may no longer be viable as a business or otherwise and may dissolve.

18. Risk of Malfunction in the Network: It is possible that the Network malfunctions in an unfavorable way, including one that results in the loss of XYO.

19. Risks Arising from Lack of Governance Rights: Because Tokens confer no governance rights of any kind with respect to the Network or the Company, all decisions involving the Company's products or Services via the Network or the Company itself will be made by the Company at its sole discretion, including, but not limited to, decisions to discontinue its products or Services via the Network, to create and sell more Tokens for use via the Network, or to sell or liquidate the Company. These decisions could adversely affect the Network and the utility of any Tokens you own, including their utility for obtaining Services.

20. Unanticipated Risks: Cryptographic tokens are a new and untested technology. In addition to the risks discussed in the White Paper and this Agreement, there are risks that the Company's team cannot anticipate. Further risks may materialize as unanticipated combinations or variations of the discussed risks or the emergence of new risks.