

## **CASE Token as a product of CASE Ecosystem Simple agreement of future tokens**

### **CAUTIONARY NOTE REGARDING FORWARD-LOOKING STATEMENTS**

Except for statements of historical fact, information contained herein constitutes forward-looking statements, including

- (i) **CASE Ecosystem**'s ability to ensure the functioning of CASE Tokens with the capabilities described;
- (ii) the completion of, and the use of proceeds from, the sale of the SAFTs;
- (iii) the execution of the vision and growth strategy for CASE Ecosystem;
- (iv) the adoption of CASE Tokens by users and the overall success of services offered by **CASE Ecosystem**;
- (v) the completion of **CASE Ecosystem**'s projects that are currently underway, in development or otherwise under consideration; and
- (vi) future liquidity, working capital, and capital requirements.

Forward-looking statements can also be identified by words such as "can," "expect," "will" and other identifiers of non-historical events. Forward-looking statements are provided to allow potential purchasers of the SAFTs the opportunity to understand management's beliefs and opinions in respect of the future. **CASE Ecosystem** is an early-stage company and an investment in SAFTs is inherently risky. Forward-looking statements are not guarantees of future performance, and undue reliance should not be placed on them. Although any forward-looking statements made are based upon what management believes are reasonable assumptions, they necessarily involve known and unknown risks and uncertainties, which may cause actual performance and financial results in future periods to differ materially from any projections of future performance or results expressed or implied by such forward-looking statements. **CASE Ecosystem** undertakes no obligation to update forward-looking statements for any reason, except as required by applicable securities laws.

**This Simple Agreement for Future Tokens (this "SAFT") contains the terms and conditions that govern purchase of the related compatible future tokens distributed on the Binance Smart Chain (the "CASE Tokens") and is an agreement between you or the entity that you represent ("Buyer" or "you") and CASE Ecosystem with any affiliates (collectively, "Company"). Buyer and Company are herein referred to individually as a "Party" and collectively, as the "Parties".**

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

The Offering has not been registered or qualified under the securities laws of any jurisdiction anywhere in the world. It is being offered and sold only in jurisdictions where such registration or qualification is not required, including pursuant to applicable exemptions that generally limit the purchasers who are eligible to purchase a SAFT and that restrict its resale. The SAFTs may not be offered, sold or otherwise transferred, pledged or hypothecated except as permitted under applicable securities laws.

You confirm that you have read, fully understand and agree with the Privacy Policy and all other documents and disclosures regarding CASE Tokens and SAFTs ("**Documents**") and expressly accept all terms, conditions, obligations, affirmations, representations and warranties described in Documents and agree to be bound by them.

**• WARNING: BUYER IS RESPONSIBLE TO ENSURE THAT HE IS BY LAW OF HIS JURISDICTION ALLOWED TO ENTER INTO THIS SAFT AND PURCHASE CASE TOKENS**

You declare that you are not a citizen, permanent resident, agent or representative for any entity, a legal entity of any jurisdiction, where (a) the purchase, possession, transfer, use or other transaction involving any amount of CASE Tokens or SAFTs, or (b) the accessing of, referencing to, engaging in, or otherwise using the Website, is illegal or restricted under applicable law.

You declare that your funds in no way came from illegal or unethical sources, that you are not using any proceeds of criminal or illegal activity, and that no transaction involving CASE Tokens or SAFTs are being used to facilitate any criminal or illegal activity.

You agree to indemnify, defend, and hold **Company** and any of its subsidiaries, affiliates, directors, officers, employees, agents, successors, advisors, and permitted assignees (each, a “**Company Party**”) harmless from and against any and all claims, damages, losses, suits, actions, demands, proceedings, expenses, fines, penalties, liabilities or other negative adverse effects (including but not limited to reasonable attorneys’ fees incurred and/or those necessary to successfully establish the right to indemnification) (each, a “**Loss**”) filed or incurred by any third party against **Company** arising out of a breach of any warranty, representation, or obligation hereunder or under the **Documents**. If any Loss occurs as a result of your participating in the CASE Tokens Sale or SAFT offerings, you shall reimburse **Company** for the cost of all such Losses within five calendar days of written demand by **Company**.

● **WARNING: DO NOT ENTER INTO THIS SAFT IF YOU DO NOT POSSESS EXPERT KNOWLEDGE IN DEALING WITH CRYPTOGRAPHIC TOKENS AND BLOCKCHAIN BASED SOFTWARE SYSTEMS**

**Buyers** of the SAFT must only be undertaken by individuals, entities, or companies with significant experience and understanding of cryptographic token and their intricacies, including blockchain-based software systems.

While the **Company** team will be available to assist **Buyers** once CASE Tokens are issued, **Company** will not be responsible for lost BNB, other cryptocurrencies lost or lost CASE Tokens resulting from actions taken by, or omitted by **Buyers**.

**Note: Buyers** should take special care with regard to the seed-phrase and the private key of their wallet and store them in a safe place, in order to ensure that they will be able to access their CASE Tokens when it becomes available.

If you do not have such expert knowledge or experience with regards to cryptographic tokens, then you should not participate in the CASE Token Presale through this SAFT.

● **COLLECTION AND USE OF PERSONAL INFORMATION**

In providing **Company** with personal information, you give your consent to **Company**, its subsidiaries and any involved party to collect, hold, use and disclose your personal information as necessary pursuant to applicable law. In addition to providing the foregoing information, you agree to correspond further with **Company** through e-mail, and **Company** may retain, use and disclose the content of your communications together with your e-mail address and **Company**’s responses.

You agree to provide the information and necessary documentation as proof of compliance with the requirements of KYC/AML. You understand that failure to provide such information and documentation or your inability to pass the KYC/AML verification will not allow you to participate in the sale of CASE Tokens and SAFT offers.

● **MATTERS RELATING TO CASE TOKENS**

**Company** intends to support the offering of decentralized finance services for people across the globe through CASE Ecosystem. The CASE team is a group of entrepreneurs with backgrounds in finance, data science, crypto investments and engineering.

**Company** raises funds in order to finance the CASE Ecosystem (development of CASE Software, operation of infrastructure etc.) and creation of the CASE Token; the intended purpose of the CASE Tokens is to facilitate the provision and receipt of services (collectively, the “**Services**”).

- **AGREEMENT: Buyer** understands and agrees that **Buyer** is subject to and bound by this SAFT by virtue of **Buyer’s** purchase of future CASE Tokens.

- **RIGHTS, USES AND ATTRIBUTES OF CASE TOKENS: Buyer** is purchasing the right to future CASE Tokens to potentially receive **Services** in, and utilize. **Buyer** is not purchasing future CASE Tokens for any other uses or purposes, including, but not limited to, any investment, speculative or other financial purposes; **Buyer** acknowledges, understands and agrees that **Buyer** should not expect and there is no guarantee or representation made by **Company** that **Buyer** will receive any other product, service, rights, attributes, functionalities, features or assets of any kind whatsoever, including, without limitation, any cryptographic tokens or digital assets now or in the future whether through receipt, exchange, conversion, redemption or otherwise.

**Company** will issue up to 1/2 billion (500 million) CASE Tokens.

- **PURCHASE OF RIGHT TO FUTURE CASE TOKENS ARE NON-REFUNDABLE AND PURCHASES CANNOT BE CANCELLED BY BUYER. BUYER MAY LOSE ALL AMOUNTS PAID.**

- **CASE TOKENS MAY HAVE NO VALUE.**

- **COMPANY RESERVES THE RIGHT TO REFUSE OR CANCEL CASE TOKEN PURCHASE REQUESTS AT ANY TIME IN ITS SOLE DISCRETION.**

- **PLEASE READ THE RISKS SET FORTH IN ARTICLE 7 CAREFULLY AND IN THEIR ENTIRETY:** The purchase of future CASE Tokens via this SAFT involves various significant risks and therefore careful consideration of the risks listed below is required. It may be advisable to consult a lawyer, an accountant, or a tax professional. If any of the following risks are unacceptable to you, you must not participate in the CASE Token Presale via this SAFT. By entering into this SAFT, you are agreeing not to hold any of **Company Party** liable for any losses or any damages arising from, or in any way connected, with this SAFT or the CASE Token, including losses associated with the risks set forth below.

- **THIS SAFT INCLUDES PRE-DISPUTE RESOLUTION IN SECTION 9.1 AND REQUIRES ARBITRATION IN SECTION 9.2.**

## **ARTICLE ONE: ACCEPTANCE OF SAFT AND PURCHASE RIGHT FOR FUTURE ISSUANCE OF CASE Tokens**

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

(a) when the **Buyer** signed this SAFT personally to indicate that **Buyer** has read, understands and agrees to the terms of this Agreement as well as the Privacy Policy; or, if earlier

(b) upon **Company's** receipt of payment from **Buyer**. **Buyer** agrees to be bound on this basis, and confirms that **Buyer** has read in full and understands this SAFT and the terms on which **Buyer** is bound; or, if required by **Company**,

(c) upon **Company's** receipt of a signed version of this SAFT.

1.2. Payment. **Buyer** agrees to make payment to **Company** or its designee, in accordance with instructions provided to **Buyer**, at the time of execution of the SAFT or within no greater than five (5) business days, except as otherwise agreed to by **Company**.

1.3. Website Terms of Use: **Buyer** understands that the CASE Tokens will be subject to the **Company's** Website Terms of Use (the "**CASE TOS**"). **Buyer** acknowledges that the **Company** has advised that the CASE TOS has not yet been published and understands and agrees that any CASE Tokens received pursuant to this SAFT will be subject to them once adopted by the **Company** and published.

1.4. CASE Tokens:

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

(b) **Company's Use of Proceeds:** **Buyer** acknowledges and understands that the proceeds from the sale of the CASE Tokens will be utilized by **Company** in its sole discretion.

## **ARTICLE TWO: EVENTS**

2.1 **Token Launch.** If there is a Token Launch before the expiration or termination of this instrument, the **Company** will automatically issue to the **Buyer** a number of units of the Token equal to the Purchase Amount divided by the Discount Price.

In connection with and prior to the issuance of Tokens by the **Company** to the **Buyer** pursuant to this Section 2.1:

(a) The **Buyer** will execute and deliver to the **Company** any and all other transaction documents related to this SAFT and

(b) The **Buyer** will provide to the **Company** a Platform address for which to allocate **Buyer's** Tokens upon the Token Launch.

2.2 **Dissolution Event.** In case of Dissolution Event before the expiration or termination of this Agreement, the **Company** will pay an amount equal to the Purchase Amount in accordance with this Agreement, immediately before or simultaneously with the completion of the Liquidation of the project, taking into account the rights and preferences of the **Company's** shareholders in accordance with the Certificate of Incorporation, if such rights and preferences exist or will exist.

If, immediately before the completion of the Liquidation of the project, the **Company's** assets that remain legally available for distribution to the **Buyer** and all holders of all other SAFTs ("**Buyers**"), as determined by the **Company's** Board of Directors, is not sufficient to make payments to the **Buyers** of their respective Purchase Amounts, then the remaining assets of the **Company** legally available for distribution, after all distributions to the holders of the **Company's** preferred shares, will be distributed with equal priority and proportionally among the **Buyers** in proportion to the Purchase Amounts, which they would otherwise be entitled to receive in accordance with this Section 2.2. Any allocated amounts must be in US dollars.

2.3 **Termination.** This instrument will expire and terminate upon the earlier of

(i) the issuance of Tokens to the **Buyer** pursuant to Section 2.1;

(ii) the payment, or setting aside for payment, of amounts due the **Buyer** pursuant to Section 2.2;

(iii) February 28, 2022 (the "**Deadline Date**"), if the Token Launch has not occurred as of such date;

provided that, the **Company** shall have the right to extend the Deadline Date by sixty (60) days, in its sole discretion. Notwithstanding, **Company** reserves the right to terminate this SAFT, in its sole discretion, in the event that **Buyer** breaches this SAFT. Termination will not affect accrued rights, indemnities, existing commitments or any contractual provision intended to survive termination.

## **ARTICLE THREE: DEFINITIONS**

"**Discount Price**" means the maximum price per Token sold by the **Company** to the public during the Token Launch multiplied by the Discount Rate.

“**Lockup**” - the period of restriction of the use of future tokens from the issue of the CASE Tokens until the deadline specified in this SAFT Agreement.

“**Vesting**” - the moment of lifting the restriction on the possibility of using and disposing of tokens issued under this Agreement, the removal of the lock can be carried out once or in several stages in accordance with the Appendix to this SAFT.

“**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.

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

“**Laws**” means laws, statutes, ordinances, rules, regulations, judgments, injunctions, orders and decrees.

“**Token Launch**” means a bona fide transaction or series of transactions, pursuant to which the **Company** will sell the Tokens to the general public.

“**SAFT**” means an agreement containing a future right to units of Tokens purchased by **Buyers**, similar in form and content to this agreement, which a significant portion of the amount raised under the SAFTs will be used to fund the **Company’s** development of the CASE Ecosystem.

#### **ARTICLE FOUR: COMPANY REPRESENTATIONS**

4.1 **CASE Ecosystem** is a company duly organized, validly existing and in good standing under the laws of England, and the **Company** has the power and authority to own, lease and operate its properties and carry on its business as now conducted.

4.2 The execution, delivery and performance by the **Company** of this instrument is within the power of the **Company** and, other than with respect to the actions to be taken when CASE Tokens are to be issued to the **Buyer**, has been duly authorized by all necessary actions on the part of the **Company**. This instrument constitutes a legal, valid and binding obligation of the **Company**, enforceable against the **Company** 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. To the knowledge of the **Company**, it is not in violation of (i) its current articles of incorporation or bylaws, (ii) any material statute, rule or regulation applicable to the **Company**, or (iii) any material indenture or contract to which the **Company** is a party or by which it is bound, where, in each case, such violation or default, individually, or together with all such violations or defaults, could reasonably be expected to have a material adverse effect on the **Company**.

4.3 To the knowledge of the **Company**, the performance and consummation of the transactions contemplated by this instrument do not and will not: (i) violate any material judgment, statute, rule or regulation applicable to the **Company**; (ii) result in the acceleration of any material indenture or contract to which the **Company** is a party or by which it is bound; or (iii) result in the creation or imposition of any lien upon any property, asset or revenue of the **Company** or the suspension, forfeiture, or nonrenewal of any material permit, license or authorization applicable to the **Company**, its business or operations.

4.4 No consents or approvals are required in connection with the performance of this instrument, other than the **Company’s** corporate approvals.

4.5 The **Company** owns or possesses (or can obtain on commercially reasonable terms) sufficient legal rights to all patents, trademarks, service marks, trade names, copyrights, trade secrets, licenses, information, processes and other intellectual property rights necessary for its business as now conducted and as currently proposed to be conducted, without an infringement of the rights of others.

4.6 No guarantees. The **Company** does not provide any representations or guarantees that: the **CASE Ecosystem** will function with declared parameters and that the functionality of the CASE Token cannot change.

4.7 The purchase of CASE Tokens: (a) does not constitute a loan to **Company** in accordance with the law; and (b) does not grant the **Buyer** any rights to the property of **Company**.

## **ARTICLE FIVE: BUYER REPRESENTATIONS**

5.1 **Buyer** is not a citizen of, natural and legal person, having habitual residence, location or their seat of incorporation in the country or territory where transactions with digital tokens are prohibited or in any manner restricted by applicable laws or regulations, or will become so prohibited or restricted at any time after this Agreement becomes effective.

5.2 The **Buyer** has full legal capacity, power and authority to execute and deliver this instrument and to perform its obligations hereunder.

5.3 The **Buyer** has been advised that CASE Token **IS NOT** a security and that the offers and sales of this instrument have not been registered under any country's securities laws and, therefore, cannot be resold except in compliance with the applicable country's laws.

5.4 The **Buyer** enters into this SAFT with the understanding that (i) he, she or it, as the case may be, may or may not profit upon the successful development and Ecosystem / Token Launch arising from the efforts of the **Company** and its employees to develop and market the Ecosystem / Token, the Ecosystem / Token Launch and related sale of the Tokens; and (ii) the **Company** may make actual delivery of the Tokens to the **Buyer** upon the Ecosystem / Token Launch.

5.5 The **Buyer** hereby has sufficient knowledge and experience in business and financial matters to be able to evaluate the risks and merits of its purchase of this SAFT and of the CASE Tokens and is able to bear the risks thereof. The **Buyer** is aware of **Company's** business affairs and financial condition and has acquired sufficient information about the **Company** to reach an informed and knowledgeable decision to acquire this SAFT. The **Buyer** understands that any Tokens involve risks, all of which the **Buyer** fully and completely assumes, including, but not limited to, the risk that (i) the technology associated with the Ecosystem will not function as intended; (ii) the Token Launch will not be completed; (iii) the Ecosystem will fail to attract sufficient interest from key stakeholders; and (iv) the **Company** and/or the Ecosystem may be subject to investigation and punitive actions from Governmental Authorities. The **Buyer** understands and expressly accepts that the Tokens will be created and delivered to the **Buyer** at the sole risk of the **Buyer** on an "AS IS" and "UNDER DEVELOPMENT" basis.

The **Buyer** understands and expressly accepts that the **Buyer** has not relied on any representations or warranties made by the **Company** outside of this instrument, including, but not limited to, conversations of any kind, whether through oral or electronic communication, or any white paper. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE **BUYER** ASSUMES ALL RISK AND LIABILITY FOR THE RESULTS OBTAINED BY THE USE OF ANY TOKENS AND REGARDLESS OF ANY ORAL OR WRITTEN STATEMENTS MADE BY THE **COMPANY**, BY WAY OF TECHNICAL ADVICE OR OTHERWISE, RELATED TO THE USE OF THE TOKENS.

5.6 The **Buyer** understands that **Buyer** bears sole responsibility for any taxes as a result of the matters and transactions the subject of this instrument, and any future acquisition, ownership, use, sale or other disposition of Tokens held by the **Buyer**. To the extent permitted by law, the **Buyer** agrees to indemnify, defend and hold the **Company** or any of its affiliates, employees or agents (including developers, auditors, contractors or founders) harmless for any claim, liability, assessment or penalty with respect to any taxes (other than any net income taxes of the **Company** that result from the issuance of Tokens to the **Buyer** pursuant to Section 2.1 of the instrument) associated with or arising from the **Buyer's** purchase of Tokens hereunder, or the use or ownership of Tokens.

5.7 Funds; Payments.

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

(b) **Payments:** All payments by **Buyer** under this SAFT will be made only in **Buyer's** name, from a digital wallet or bank account not subject to financial sanctions.

5.8 **Anti-Money Laundering;**

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

(b) **Sanctions Compliance:** Neither **Buyer**, nor any person having a direct or indirect beneficial interest in **Buyer** or the SAFT and CASE Tokens being acquired by **Buyer**, or any person for whom **Buyer** is

acting as agent or nominee in connection with the SAFT or CASE Tokens, is the subject of sanctions administered or enforced by any country or government (collectively, “Sanctions”) or is organized or resident in a country or territory that is the subject of country-wide or territory-wide Sanctions.

## **ARTICLE SIX: PROCEDURES FOR PURCHASE OF RIGHTS AND VALUATION OF PURCHASE AMOUNT**

6.1 **Buyer** shall make the required payment to the **Company** in consideration for **Buyer’s** purchase of the Right pursuant to the SAFT through the procedures and in accordance with the instructions set forth on the **Company’s** Website or as otherwise communicated to **Buyer**.

6.2 Payment term: The **Buyer** transfers the corresponding amount to the **Company’s** wallet address, and in return gets access to a special vault module connected to the **Buyer’s** on the **Company’s** Website. CASE Tokens will be credited to the **Buyer’s** account in accordance with the terms of this SAFT.

## **ARTICLE SEVEN: RISKS**

### **CASE 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 the SAFT (including those not discussed herein), all of which could render the CASE Tokens worthless or of little value:**

7.1. Rights, Functionality and Features: Purchase of the right to future CASE Tokens does not guarantee that the CASE Ecosystem will work as expected.

7.2. The risk of blockchain delay. The **Buyer** acknowledges and understands that the blockchain may not carry out the **Buyer's** transaction at the time when the **Buyer** is waiting, and the **Buyer** may not receive CASE Tokens on the same day when the **Buyer** transferred the payment.

7.3. Token Security: CASE Tokens may be subject to alienation and / or theft. Hackers or other criminal groups or organizations may attempt to cause harm in various ways, including, but not limited to, malware attacks, DoS attacks, coordinated attacks, smurfing and spoofing. In the event of software errors or irrecoverable shortcomings, the holders of CASE Tokens are not guaranteed any legal protection, refund or compensation.

7.4. Access to Private Keys: CASE Tokens purchased by **Buyer** may be held by **Buyer** on a **Buyer’s** wallet which requires a combination of private keys, for access. Accordingly, loss of requisite private key(s) may lead to loss of CASE Tokens. **Company** is not responsible for any such losses.

7.5. New Technology: The **CASE Ecosystem** now is new and untested. Even if and when the **CASE Ecosystem** will be completed, implemented and adopted, it might not function as intended.

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

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

## **ARTICLE EIGHT: LIMITATION OF LIABILITY; INDEMNIFICATION**

8.1. Limitation of Liability: To the fullest extent permitted by applicable law, **Buyer** disclaims any right or cause of action against the **Company's Parties** of any kind in any jurisdiction that would give rise to any Damages whatsoever, on the part of any CASE Ecosystem Party. Each of the **Company's Parties** shall not be liable to **Buyer** for any type of Damages, even if and notwithstanding the extent a **Company's Party** has been advised of the possibility of such Damages. **Buyer** agrees not to seek any refund, compensation or reimbursement from a CASE Ecosystem Party, regardless of the reason, and regardless of whether the reason is identified in this Agreement.

8.2. Damages: In no circumstances will the aggregate joint liability of the **Company's Parties**, whether in contract, warrant, tort or other theory, for Damages to Buyer under this Agreement exceed the amount received by **Company** from **Buyer**.

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

8.4. Release: To the fullest extent permitted by applicable law, **Buyer** releases the **Company's 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 Buyer and the acts or omissions of third parties.

8.5. Indemnification:

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

- (i) Buyer's purchase of rights to future CASE Tokens;
- (ii) Buyer's responsibilities or obligations under this SAFT;
- (iii) Buyer's breach of or violation of this SAFT;
- (iv) any inaccuracy in any representation or warranty of **Buyer**;
- (v) Buyer's violation of any rights of any other person or entity; and/or
- (vi) any act or omission of 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 8.5. 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 NINE: DISPUTE RESOLUTION**

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

9.2. Binding Arbitration: Any Dispute not resolved within 90 days as set forth in Section 9.1 shall be referred to and finally resolved by arbitration under the London Court of International Arbitration (LCIA) rules in effect at the time of the arbitration, except as they may be modified herein or by mutual agreement of the **Parties**. The number of arbitrators shall be one who shall be selected by **Company**. The seat, or legal place, of arbitration shall be London, England. The language to be used in the arbitral proceedings shall be English. The **Parties** undertake to carry out any award without delay and waive their right to any form of recourse insofar as such waiver can validly be made. **Company** and **Buyer** will each pay their respective attorneys' fees and expenses. Notwithstanding the foregoing, **Company** reserves the



right, in its sole and exclusive discretion, to assume responsibility for any or all of the costs of the arbitration.

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

## **ARTICLE TEN: MISCELLANEOUS**

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

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

10.3 Entire Agreement. This Agreement, including the annexes and materials included by reference, constitutes an agreement between the **Parties** and cancels all previous or simultaneous agreements and arrangements, both written and oral, between the **Parties** with respect to the subject matter of this Agreement, including, without limitation, any public or other statements or presentations made by any **Party to Company**.

10.4 Severability: If any provision of this SAFT 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.

10.5 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 CASE Tokens, including this Agreement, may be provided by **Company**, in its sole discretion, to **Buyer**, in electronic form.

10.6 The **Buyer** is not entitled, as a holder of this instrument, to vote or receive dividends or be deemed the holder of capital stock of the **Company** for any purpose, nor will anything contained herein be construed to confer on the **Buyer**, as such, any of the 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 otherwise participate in corporate governance.