

## **1.0 WLTHX TOKENS**

### **1.1 DEFINITIONS**

In this agreement:

Confidential Information refers to all information pertaining to:

- A. this agreement and the transactions it encompasses; and
- B. the Tokens and any involved party.

Details denote the contact information of a party as stated at the beginning of this agreement.

Information Material encompasses all documents and information provided by the WLTHX team, its advisors, and agents to the Purchaser and its advisors and agents (including the Whitepaper). These materials serve the purpose of evaluating or investigating the transactions outlined in this agreement, including responses to inquiries raised by the Purchaser or its advisors regarding the provided documents or their contents.

Tokens refer to the WLTHX tokens intended for use on the Platform and for trading on cryptocurrency exchanges.

### **1.2 INTERPRETATION**

Within this agreement, headings and bold text are provided for convenience purposes only and do not affect the interpretation of the agreement. Unless the context requires otherwise:

- A. singular terms include the plural and vice versa, and references to a particular gender also include other genders;
- B. different grammatical forms of a defined word or expression possess corresponding meanings;
- C. references to a document or instrument include that document or instrument as novated, altered, supplemented, or replaced from time to time;
- D. references to a party pertain to a party involved in this agreement, and references to a party in a document include the party's executors, administrators, successors, permitted assigns, and substitutes;
- E. references to a person encompass natural persons, partnerships, corporations, associations, governmental or local authorities or agencies, or other entities;
- F. the meaning of general words is not confined by specific examples introduced by terms such as "including," "for example," or similar expressions; and
- G. no rule of construction applies to the disadvantage of a party merely because that party was responsible for preparing this agreement or any portion thereof.

## 2.0 REPRESENTATIONS

Each party represents to the other party, as of the date of this agreement, that:

- A. it possesses the authority and power to enter into and fulfill its obligations under this agreement;
- B. the execution, delivery, and performance of this agreement constitute legal, valid, and binding obligations enforceable in accordance with its terms; and
- C. it is not insolvent and can meet its financial obligations as they become due.

## 3.0 DISCLAIMERS

- A. The WLTHX team does not provide any express or implied representation or warranty regarding the authenticity, origin, validity, completeness, reasonableness, accuracy, content, legality, or reliability of the Information Material provided to the Purchaser from time to time.
- B. The Purchaser further agrees and acknowledges that:
  - a. the WLTHX team does not accept any liability (whether in negligence, tort, contract, or under statute) related to the provision of the Information Material or any reliance placed upon it by the Purchaser, to the extent permitted by law;
  - b. the Purchaser indemnifies the WLTHX team against any claims, losses, remedies, or matters arising from or related to the provision of the Information Material, whether in tort, contract, under statute, or otherwise;
  - c. no claim or allegation shall be made against the WLTHX team concerning the aforementioned matters; and
  - d. the Purchaser explicitly waives any right it may have had to rely on the Information Material, and warrants and covenants not to sue or hold.
- C. The Tokens are purchased by the Purchaser on an "as is" basis, without any representations or warranties, whether express or implied. This includes warranties of title, non-infringement, merchantability, fitness for a particular purpose, usage or suitability, workmanship, technical coding, or the absence of any defects, whether latent or patent, in relation to the Tokens or their utility. The Purchaser acknowledges that the Tokens may have no value, and any amounts paid for them could be lost.
- D. The Tokens may be susceptible to expropriation or theft by hackers or malicious groups or organizations. In such events, holders of Tokens may not receive any remedy, refund, or compensation.
- E. The regulatory status of cryptographic tokens, digital assets, and blockchain technology is uncertain or unsettled in many jurisdictions. It is difficult to predict how governmental authorities will regulate these technologies, and whether they will make changes to existing laws, regulations, or rules that could impact the Tokens. Such changes could have negative effects on the Tokens, including their ability to be sold or exchanged for other cryptocurrencies or fiat currencies.

## **4.0 WARRANTIES AND ACKNOWLEDGEMENTS**

### **4.1 PURCHASER'S WARRANTIES**

The Purchaser represents and warrants to the WLTHX team that:

- A. Although the Purchaser does not consider the acquisition of the Tokens as an investment, the Purchaser warrants that it qualifies as a "sophisticated investor," "professional investor," "accredited investor," "expert investor," or equivalent in its jurisdiction.
- B. The Purchaser is not a person for whom entering into the transactions contemplated in this agreement would be unlawful without registration or compliance with other legal requirements, including the issuance of a prospectus or disclosure document, in any jurisdiction or government body.
- C. The execution, delivery, and performance of this agreement will not violate any applicable laws, the Purchaser's constitution (if it is a corporate entity), or any instrument to which the Purchaser is a party or which binds the Purchaser or its assets. It will not create any encumbrance or restriction on the Purchaser's assets.
- D. The Purchaser is not a "United States person" (as defined in Regulation S of the United States Securities Act of 1933, as amended), or acting on behalf of a "United States person."
- E. The Purchaser is not acting directly or indirectly on behalf of terrorists or terrorist organizations, including those listed on the List of Specially Designated Nationals and Blocked Persons maintained by the US Treasury Department's Office of Foreign Asset Control ("OFAC").
- F. The Purchaser is not acting, directly or indirectly, for a politically exposed person or senior political figure, their immediate family members, or close associates. This includes senior officials in the executive, legislative, administrative, military, or judicial branches of a government (elected or not), senior officials of major political parties, or senior executives of government-owned corporations or entities formed for their benefit.
- G. The Purchaser is acquiring the Tokens for its own account, with no intention to sell, grant participation, or distribute the Tokens to any other person. The Purchaser has no contracts, agreements, or arrangements to sell, transfer, or grant participation in the Tokens to any person or entity, and is not purchasing the Tokens as a nominee or custodian for any other person or entity.

### **4.2 PURCHASER'S ACKNOWLEDGEMENTS**

The Purchaser acknowledges and agrees that:

- A. No prospectus or disclosure document has been registered with regulatory authorities in the Cayman Islands, British Virgin Islands, Singapore, Australia, Hong Kong, Macau, the United States, or any other jurisdiction.

- B. The Tokens are not securities and have not been registered under any country's securities laws.
- C. The Purchaser is aware of the risks associated with paying the Purchase Amount and acknowledges the possibility of losing some or all of that amount.
- D. The Purchaser has had the opportunity to seek independent advice regarding the transactions contemplated in this agreement.
- E. The Purchaser has not relied on any representations made by the WLTHX team in deciding to proceed with the transactions contemplated in this agreement.

### **4.3 PURCHASER'S CONSENT**

The Purchaser agrees that the WLTHX team may use, collect, and disclose its personal information as necessary to verify its identity, deliver products and services, analyze preferences, inform the Purchaser of upcoming promotions or events organized by the WLTHX team, and for other purposes.

### **5.0 LIMITATION OF LIABILITY**

Regardless of any other provision in this agreement or any other rights or remedies, the WLTHX team will not be liable to the Purchaser under or in connection with this agreement. The Purchaser releases and indemnifies the WLTHX team from any and all claims for loss arising from or in connection with this agreement, including the purchase of the Tokens.

### **6.0 NOTICES**

Any notice, demand, consent, approval, or communication under this agreement (Notice) must:

- A. Be in writing, in English, and signed by an authorized person from the sender.
- B. Be hand-delivered, sent by prepaid post or courier to the recipient's address or email to the recipient's email address, as varied by any Notice given by the recipient to the sender.

### **7.0 GENERAL**

#### **7.1 Alterations**

This agreement may only be altered in writing and signed by all parties.

#### **7.2 Assignment**

- A. The WLTHX team may assign or transfer this agreement to any person without the prior written consent of any other party.

- B. The Purchaser may not assign or transfer any of its rights and obligations under this agreement without the prior written consent of the WLTHX team.

### **7.3 Costs**

Each party is responsible for its own costs incurred in negotiating, preparing, and executing this agreement.

### **7.4 Survival**

Any indemnity or obligation of confidence under this agreement is independent and survives the termination of this agreement. Clauses 4 to 8 will continue to be effective after termination. Other terms intended to survive termination will also remain in force.

### **7.5 Counterparts**

This agreement may be executed in multiple counterparts, each of which will be considered an original and all counterparts together constitute one document.

### **7.6 No merger**

The rights and obligations of the parties under this agreement do not merge upon completion of any transaction contemplated by this agreement.

### **7.7 Entire agreement**

This agreement constitutes the entire agreement between the parties concerning its subject matter, superseding all previous agreements or understandings.

### **7.8 Further action**

Each party must, at its own expense, take all necessary actions, including executing documents, to give full effect to this agreement and any transactions contemplated by it.

### **7.9 Severability**

If any term or part of a term in this agreement is illegal or unenforceable, it may be severed from the agreement, and the remaining terms or parts of the term will continue in force.

### **7.10 Waiver**

Failure or delay in exercising a right, power, or remedy does not constitute a waiver. A waiver of a right, power, or remedy must be in writing and signed by the party granting the waiver.

## **7.11 Relationship**

Unless expressly stated otherwise in this agreement, it does not create an employment, trust, agency, or partnership relationship between the parties.

## **7.12 Confidentiality**

- A. Each party may only use the other party's Confidential Information for the purposes of this agreement and must keep the existence and terms of this agreement and any Confidential Information confidential, except where:
- B. The information is public knowledge (not due to a breach of this agreement) or independently created by the receiving party.
- C. Disclosure is required by law or a regulatory body.
- D. Disclosure is made to a legal or financial advisor who needs to know for the purposes of this agreement and agrees to keep the information confidential.

## **7.13 Contracts (Right of Third Parties) Act**

A person who is not a party to this agreement has no right under the Contracts (Rights of Third Parties) Act to enforce any of its terms.

## **7.14 English version prevails**

In the event of any inconsistencies, if this agreement is translated into another language, the English version will prevail.

## **7.15 Changes and Modifications**

WLTHX team reserves the right to modify or replace these Terms at any time. We will provide notice of any substantial changes on the Service or by sending you an email.

## **7.16 Governing law and arbitration**

- A. This agreement is governed by the laws of St. Vincent and The Grenadines.
- B. Any dispute arising from or relating to the subject matter of these Terms shall be subject to the exclusive jurisdiction of the courts in St. Vincent and The Grenadines.