

TOKEN SALE AGREEMENT

This **Token Sale** Agreement (the “**Agreement**”) is entered into as of **the date of token purchase** (the “**Effective Date**”) by and between:

KIRSAN, We, Us means Kirsan House Ltd 71-75, Shelton Street, Covent Garden, London, WC2H 9JQ, UNITED KINGDOM, Registered in UNITED KINGDOM, Company number 15201628, an organisation that owns the site <https://kirsan.co.uk/> and provides organisational, financial, technical support for the existence and operation of the site (the “**Company**”), and

The User means a natural person capable by his actions to acquire for himself civil rights and independently to exercise them, as well as to create for himself civil obligations, independently perform them and be responsible in case of their failure, which accepted the terms of this document, has access to the Site, through the Internet and uses the services of the Site, as well as an individual entrepreneur and a legal entity as a duly authorised natural person representative (the “**Token Purchaser**”).

The Token Purchaser and the Company are each the “**Party**” and, together, the “**Parties**” to this Agreement. By entering into this Agreement, the Token Purchaser confirms fulfilling the criteria set forth in this Agreement.

The Token Purchaser understands and agrees that they purchase the Tokens developed by the Company or third person(s) should be undertaken only by individuals or entities that have significant experience with, and understanding of, the usage of cryptographic tokens and blockchain-based software systems. The potential Token Purchaser should understand the storage and transmission mechanisms associated with cryptographic tokens.

If the Token Purchaser has no relevant experience or expertise, then the Token Purchaser should not enter into this Agreement.

The Token Purchaser acknowledges, understands and agrees that:

- They are is the subject to and bound by this Agreement by virtue of signing this Agreement, and this Agreement will replace any previous understandings and (or) agreements between the Token Purchaser and the Company.
- A purchase of Tokens involves many varied risks which can result in the loss of all amounts paid.

1. DEFINITIONS.

1.1. **“Company”** means Kirsan House Ltd 71-75, Shelton Street, Covent Garden, London, WC2H 9JQ, UNITED KINGDOM, Registered in UNITED KINGDOM, Company number 15201628, an organisation that owns the site <https://kirsan.co.uk/> and provides organisational, financial, technical support for the existence and operation of the site.

1.2. **“Token Purchaser”** means an individual person or legal entity representative, entered into this Agreement.

1.3. **“Token Launch Event” (TGE)** means the launch date of the Token, after which it may be received by the Token Purchaser. The date of Token Launch Event shall be determined by the token issuer.

1.4. **“Token”** means cryptographic token, developed or to be developed by the Company and/or third parties, which a potential Token Purchaser may become the holder of through entering of this Agreement and providing the Contributions to the Company.

1.5. **“Token Issuer”** means the Company, Wyoming USA KRS TRADING DAO LLC or any third entity that issued the Tokens that are offered in the Website.

1.6. **“Contribution”** means the transfer of funds made by the Token Purchaser to the Company for the purpose of receiving the Tokens after the Token Launch Event.

1.7. **“Sale Period”** means the period of time during which the Token Purchaser may transfer the Contribution to the Company in order to receive the Tokens after the Token Launch Event.

1.8. **“Wallet”** means a cryptocurrency wallet (whether hot, warm or cold) that is compatible with the relevant blockchain and enables the safe storage of the public keys and private keys of cryptocurrency.

1.9. **“Website”** means a website having a domain name: <https://kirsan.co.uk/>, used by Kirsan to provide services.

1.10. **“AML/CTF Regulations”** means the applicable legislation of England and Wales, regulating the anti- money laundering and combating the financing of terrorism.

2. SCOPE.

2.1. The Token Purchaser hereby expresses his free will to make a Contribution in the form of purchasing Tokens that are offered in the Website, associated with all rights and obligations coming with those tokens.

2.2. The Company intends to “provide” the access to purchasing Tokens to Token Purchasers in consideration of the Contribution. The price of one token

is solely determined by the Token issuer and is subject to change upon the Token Issuer's sole discretion. The Parties have additionally agreed that the TGE price of the token shall not be taken into consideration. In any other event, shall the emission and/or circulation of the Scroll Token increase or decrease, the price of one Scroll Token may change accordingly.

2.3. The Token Purchaser is interested to provide a Contribution via the Company Website and to receive the Tokens.

2.4. This Agreement regulates the relationship of the Parties with each other and establishes their rights and obligations relating to the Sale Period.

3. TOKEN PURCHASE & ISSUANCE.

3.1. The Tokens may be obtained by the Token Purchaser by purchasing it from the Company by making Contributions to the Company during the Sale Period.

3.2. The Parties have agreed that the Contribution shall be made in US Dollars or by any other legal means of payment, including cryptocurrencies that have a stable exchange rates, one unit of such currency equals 1 US Dollar at all times (stablecoins).

3.3. The Token Issuer warrants that the Token Issuer in the Website has title to the Tokens that are to be provided hereunder at the time of the Token Launch Event and that there is no outstanding hostile claim against or security interest, lien or encumbrance in the Tokens to be provided to the Token Purchaser pursuant to this Agreement. The Token Purchaser understands that the Company has no title to the Tokens unless otherwise expressly stated in the website, and agrees to indemnify and hold the Company harmless against any such claims with regards to the Tokens.

3.4. For the avoidance of doubt, the Token Purchaser retains no interest in the Contributions after they are transferred to the Company in accordance with this Agreement. The Contributions are non-refundable, except as expressly provided in this Agreement and the Company shall be deemed the sole legal and beneficial owner of the Contributions upon their receipt.

3.5. The Token Purchaser shall transfer the Contributions into the Company's accounts/addresses, solely determined by the Company. Upon receipt of the funds from the Token Purchaser, the Company further facilitates the due payments to the Token Issuer.

3.6. At the time of the Token Launch Event, the Token Issuer provides to the Token Purchaser the quantity of Tokens equivalent in value to the total amount of the Token Purchaser's Contributions made during the Sale Period. The specific quantity of the Tokens to be provided and other financial conditions

shall be chosen by the Purchaser.

3.7. According to this Agreement, the Purchaser has no right to make a purchase of the Tokens on a partial basis.

3.8. For the avoidance of doubt, rights of ownership of the Tokens obtained in accordance with this Agreement, do not provide the Token Purchaser the rights to receive any benefits from the Company, unless otherwise not stated expressly in this Agreement or in the website.

3.9. The value of Tokens during Sale Period shall be determined in sole discretion of the Token Issuer.

4. CONDITIONS OF PURCHASE.

4.1. The Token Purchaser guarantees that by providing a Contribution to the Company, they fulfill the criteria listed below:

4.1.1. they are a natural person of 18 years of age or older; or

4.1.2. they are a duly appointed representative of a legal entity registered in the manner prescribed by the applicable laws;

4.1.3 they have a Wallet to receive the Tokens.

4.2 The Company has the right to request any information confirming the fulfillment of the Token Purchaser with the criteria set out in clauses 4.1-4.1.3 of this Agreement. In the event of receiving such a request, the Token Purchaser must provide the relevant information within five (5) calendar days.

4.3. By providing a Contribution, the Token Purchaser shall be solely responsible for and shall comply with all legal regulations applicable to the Token Purchaser.

4.4. In no way the Company is liable for providing the Contributions or purchasing the Token by the Token Purchaser or any related operations, if such operations are violating any law of the country of which the Token Purchaser is a citizen or resident.

5. FEES & TAX.

5.1 The Token Purchaser is solely responsible for all additional fees and charges related to providing the Contributions to the Company or purchasing the Tokens.

5.2. The Token Purchaser is solely responsible for the payment of any tax liabilities that arise from the purchase, transfer, sale, trade or any other operations in respect of any Tokens purchased.

6. TOKEN FEATURES & RIGHTS.

6.1. The Token Purchaser will hold the legal and beneficial title to the purchased Tokens from the date of this Agreement.

6.2. The Token Purchaser's purchase of the Tokens is final and irreversible. The Token Purchaser agrees to waive all the rights to be refunded in any Contributions provided to the Company.

6.3. Unless otherwise expressly provided, the Token does not provide the Token Purchaser any rights related to the Company, or other cryptocurrencies, tokens, etc., other than stated in this Agreement and that directly come with the Token as outlined in the Token whitepaper.

7. NOT AN OFFERING OF SECURITIES, COMMODITIES, OR SWAPS.

7.1. The sale of the Tokens or the Tokens themselves do not constitute securities, commodities, swaps, or a financial instrument of any kind. Purchases and sales of the Tokens are therefore not subject to the protections of any laws governing those types of financial instruments. This Agreement 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 security, commodity, or a swap.

8. RISK DISCLOSURE STATEMENT.

8.1. Any operations with digital assets, including the Tokens, entails significant risks of financial loss. The Token Purchaser should not provide any Contributions to the Company without understanding and agreement with all related risks.

8.2. The Token Purchaser acknowledges and agrees that the Tokens may be subject to various risks. Risks of the Tokens operations include, but are not limited to, the following:

8.2.1. **Risk of changes in regulatory requirements.** Regulations related to blockchain transactions, digital assets, tokens and related services or standards are still evolving. Depending on the Token Purchaser's nationality or country of residence (country of domicile) or other relevant factors, there is a risk that regulators and law enforcement authorities in other countries may impose additional requirements, reporting obligations, taxation, or specific disclosures for the Token Purchaser. The Token Purchaser shall be solely responsible for and shall comply with all legal regulations applicable to the Token Purchaser.

8.2.2. **Blockchain technology risk.** The type of decentralized blockchain technology is such that it is practically impossible for the Company to predict or anticipate the future circulation of the Tokens.

8.2.3. **Risk of losing the private key or password of the Wallet.** After the

Token Launch Event, when the Token Purchaser uses an external Wallet to store the Tokens, he may not be able to access the Tokens if he loses private key or password. The Company will not be able to help the Token Purchaser in this case. The Token Purchaser is solely responsible for safekeeping his key and for taking all necessary security measures when carrying out the Tokens operations.

8.2.4. Risk of hacking/scam. There is a risk that hackers or other individuals and/or organizations may attempt to interfere with the Tokens in a different way. The blockchain is an open-sourced system, meaning that there is a risk of a hacker corrupting the underlying protocol.

8.2.5. Force Majeure. There is a risk that the Token Purchaser's operations (including, but not limited to: providing Contributions to the Company, receiving Tokens etc.) may be affected by system failures resulting from adverse events, natural disasters and other emergencies and unforeseen significant changes in the external environment.

8.3. The Token Purchaser is solely responsible for the compatibility of the Wallet and the Token and for receiving the Token. In the event of any loss due to a breach of this clause, the Token Purchaser shall have no right to claim any refund from the Company.

8.4. The Token Purchaser must consider that digital assets and blockchain technology are new technology. In addition to these risks, there are other risks associated with the Token Purchaser's operations of any digital assets, including those that the Company may not be able to anticipate. Such risks may further materialize as unanticipated variations or combinations of these risks.

9. DISCLAIMERS.

9.1. To the maximum extent permitted by all applicable laws, regulations and rules and except as otherwise provided in this Agreement, the Company hereby expressly disclaims its liability and shall in no case be liable to the Token Purchaser or any person for:

9.1.1. the Contributions provided to the Company being obtained through any acts in connection with money laundering, terrorism financing or any other acts in breach or contravention of any applicable law, regulation or rule.

9.1.2. failure, malfunction or breakdown of, or disruption to, the operation of the Company Site <https://kirsan.co.uk/> or any tools, systems and platforms relied upon by the Company due to occurrences of hacks, cyber-attacks, distributed denials of service, errors, vulnerabilities, defects, flaws in programming or source code or otherwise, regardless of when such failure, malfunction, breakdown, or disruption occurs.

- 9.1.3. failure, malfunction or breakdown of, or disruption to, the operation of any blockchain, any blockchain-based software systems or any blockchain technology in connection with the operations of the Company.
- 9.1.4. failure or unfitness of the Tokens for any specific purpose.
- 9.1.5. loss or destruction of the private keys to the Wallet by the Token Purchaser.
- 9.1.6. misappropriation, loss or theft of the Token Purchaser's Tokens, received after the Token Launch Event.
- 9.1.7. any errors made by the Token Purchaser in operations with the Tokens (including, but not limited to, providing an incorrect Wallet address to receive the Token, etc.).
- 9.1.8. any prohibition, restriction or regulation by any government or regulatory authority in any jurisdiction of the operation, functionality, usage, storage, transmission mechanisms, transferability or tradability or other material characteristics of the Tokens.

10. **INDEMNITY & LIABILITY.**

10.1. To the maximum extent permitted by all applicable laws, regulations and rules and except as otherwise provided in this Agreement:

10.1.1. the Company shall not be liable for any indirect, special, incidental, consequential or other losses of any kind, in tort, contract, statute or otherwise (including, but not limited to: loss of revenue, income or profits, and loss of use or data), arising out of or in connection with the Contributions provided by the Token Purchaser or with the Tokens receiving after the Token Launch Event.

10.1.2. the aggregate liability of the Company, in tort, contract, statute or otherwise, arising out of or in connection with the purchasing the Tokens by the Token Purchaser shall be limited to the value of the Tokens purchased by the Token Purchaser.

10.1.3. the Token Purchaser hereby agrees to waive all rights to assert any claims under the applicable laws, regulations and rules and to make claims based only on this Agreement.

10.2. To the maximum extent permitted by the applicable laws, regulations and rules, the Token Purchaser shall indemnify, defend, and hold the Company and/or its subsidiaries, related companies, affiliates, directors, officers, employees, agents, successors, and permitted assignees ("Indemnified Persons") harmless from and against any and all claims, damages, losses, suits, actions, demands, proceedings, expenses, and/or liabilities (including but not limited to reasonable legal fees incurred and/or those necessary to successfully establish the right to indemnification) filed/incurred by any third party against any of the

Indemnified Persons arising out of a breach of any warranty, representation, or obligation hereunder, the Token Purchaser's negligent or wrongful acts or omissions, the Token Purchaser's violation of any law, regulation or rules and any damage that the Token Purchaser causes.

11. ANTI-MONEY LAUNDERING COMPLIANCE.

11.1. The Company complies in all respects with the applicable AML/CTF Regulations and any other relevant laws relating to money laundering, counter terrorism, economic and trade sanctions or fraud management.

11.2. In some cases, if necessary, the Token Purchaser may be required to provide information to the Company for the purposes of the Company complying with the AML/CTF Regulations.

12. INTELLECTUAL PROPERTY.

12.1. The Token Purchaser acknowledges and agrees that the Company owns and retains all intellectual property rights in and connected with the design, operation or structure of the Token. The Token Purchaser must not use, reverse engineer, disassemble or otherwise attempt to construct, copy, modify, replicate or alter any of the Company's intellectual property rights for any reason without the Company's prior written consent.

13. CONFIDENTIALITY.

13.1 Each Party agrees to keep strictly secret and confidential, and under no circumstances to disclose to any person or entity which is not a Party hereto, any confidential information arising from or in connection with this Agreement unless disclosure of such information is expressly permitted by the prior written consent in writing of the other Party or required by law or law enforcement authorities to be disclosed.

In case of termination the relationships between the Parties, the abovementioned clauses shall survive.

14. APPLICABLE LAW & DISPUTE RESOLUTION.

14.1. This Agreement, including any obligations arising out of and/or in connection with this Agreement, shall be governed by and construed in accordance with the laws of England and Wales.

14.2. If any dispute, controversy or claim of whatever nature arises under, out of or in connection with this Agreement, including any question regarding its existence, validity or termination or any obligations arising out of or in connection

with this Agreement (the “Dispute”), the Parties shall use all reasonable endeavors to resolve the matter amicably. Where a Dispute arises, one Party shall give the other Party notice that a Dispute has arisen.

14.3. All Disputes, which are unresolved and which a Party wishes to have resolved, shall be referred upon the application of any Party to the competent court in the Marshall Islands.

15. FORCE MAJEURE.

15.1 Neither of the Parties shall be liable for partial or complete non-fulfilment of any of its obligations under this Agreement, if it proves that such non-fulfilment is caused by the circumstances of force majeure: military actions, strikes or other social, political or economic circumstances, attack on a blockchain or blockchain’s operational troubles officially declared by developers, which could not be foreseen or prevented by the Parties and which prevent fulfillment by the Parties of their respective obligations under this Agreement (a “Force Majeure Event”).

15.2. The Party subject to a Force Majeure Event must notify the other Party of the relevant details within seven (7) calendar days after such Force Majeure Event.

15.3. Failure to notify or untimely notice deprives the Party of the right to refer to any of the above-mentioned circumstances as a ground for exempting them from liability for failure to fulfill their obligations under this Agreement.

16. TERMINATION.

16.1 The Company may terminate this Agreement immediately by written notice, without penalty or payment of termination charges, if the Token Purchaser is in violation of any clauses of this Agreement, or if the Token Purchaser fails to fulfill the Company's criteria and requirements in relation to any due diligence undertaken by the Company in respect to the Token Purchaser in connection with any AML legislation or other compliance requirements. For the avoidance of doubt, unless expressly provided for in this Agreement, the termination of this Agreement shall not entitle the Token Purchaser to a refund of the Contributions.

17. ASSIGNMENT.

17.1. The Company may transfer rights and obligations under this Agreement to third parties without the additional consent of the Token Purchaser.

17.2. The Token Purchaser may assign his rights and obligations under this Agreement to any third party only with prior written consent of the Company.

18. **WAIVER OF RIGHTS.**

18.1. In the event that any Party fails to exercise or enforce any right granted by this Agreement, that failure cannot be taken as a waiver of such right or provision.

18.2. A failure or delay in imposing a duty or exercising a right or remedy does not mean that the obligation, right, or remedy has been waived. A waiver of one provision in this Agreement does not imply a waiver of any other provision in this Agreement.

19. **FINAL PROVISIONS.**

19.1. Nothing in this Agreement shall be construed as creating a joint venture, an agency relationship or a legal partnership between Parties.

19.2. The Company has the right to involve third parties for the fulfillment of its obligations.

19.3. If any provision of this Agreement is found by a court to be invalid, the Parties agree that all other provisions of this Agreement remain in full force and effect.