



Risk Disclosure

1. Introduction

This Risk Disclosure Statement (the "Statement") is provided by ChainRaizer Lab SPC Ltd, a segregated portfolio company incorporated under the laws of the British Virgin Islands (the "Issuer"), in connection with the private sale of its digital asset, the \$SCX, rSpaceX (the "Token").

The purpose of this Statement is to inform prospective purchasers ("you" or the "Purchaser") of the significant risks associated with acquiring, holding, and using the Token. This Statement is intended to be read in conjunction with the Token Purchase Agreement and any other accompanying documents related to the Token offering.

The information contained herein does not constitute legal, financial, investment, or tax advice, and should not be relied upon as such. You are strongly encouraged to seek independent advice from qualified professionals before participating in the Token offering.

By proceeding with the purchase of the Token, you acknowledge that you have read, understood, and voluntarily accepted the risks outlined in this Statement.

2. General Disclaimer

The Token is a non-regulated digital utility token issued by the Issuer for use within its proprietary decentralized ecosystem. The Token is not a security, financial instrument, derivative, or collective investment scheme as defined under the laws of the British Virgin Islands or any other applicable jurisdiction.

The Token does not represent :

- Any equity interest in the Issuer or any other legal entity;
- A debt claim or obligation repayable by the Issuer;
- Any right to dividends, yields, interest, or profit participation;
- Any ownership, governance, or voting rights;
- A right to redemption by the Issuer or any associated entity at a fixed or guaranteed price;
- A claim on underlying assets, including any direct or indirect interest in the capital of SpaceX.

The Issuer does not represent :

- Has not registered the Token or this offering with any financial supervisory authority;
- Does not provide financial, legal, or tax advice;
- Does not guarantee any market value, appreciation, or future liquidity of the Token;
- Is not under any obligation to list the Token on any centralized or decentralized exchange;
- Is not acting as a broker, dealer, portfolio manager, financial advisor, or custodian.
- capital of SpaceX.

This offering :

- Is a private sale made exclusively to purchasers who have completed KYC/AML checks and self-certified their eligibility;



- Is based on reverse solicitation and not on any public offering or advertising in any jurisdiction;
- Does not rely on any prospectus, offering memorandum, or regulated fundraising process.

You understand and accept that the Token is highly speculative, illiquid, and may lose its entire value. The Issuer provides the Token strictly on an “as is” and “as available” basis, without warranties or representations of any kind.

Purchasing the Token entails accepting that you may not have any form of legal recourse in case of loss, regulatory reclassification, lack of access to liquidity, or failure of the underlying ecosystem.

This disclaimer forms an integral part of the Risk Disclosure Statement and shall be deemed accepted in full upon purchase of the Token.

3. Unregulated Nature of the Token

The Token is not a regulated financial instrument. It is not subject to supervision, licensing, or approval by any financial regulatory authority in the British Virgin Islands or in any other jurisdiction where the Token may be offered privately.

Specifically :

The Token is not a security, as defined under:

- The U.S. Securities Act of 1933 and the “Howey Test”;
- The EU Prospectus Regulation and MiFID II;
- The UK Financial Services and Markets Act 2000;
- Or any other equivalent legal framework.
- The Token is not a unit in a collective investment scheme, nor does it represent participation in a fund, a portfolio, or a managed account;
- The Token has been structured as a utility token to provide access to certain features of the Issuer’s protocol, such as:
 - Priority access to private investment opportunities;
 - Enhanced staking features and platform discounts;
 - Participation in decentralized governance mechanisms;
- The Token does not carry voting rights, enforceable claims, or legal entitlements over the operations, profits, assets, or liabilities of the Issuer or of any investment vehicle.

While the Issuer has taken steps to mitigate the risk of regulatory reclassification, including:

- Limiting the scope and communication of the offering to qualified participants only;
- Avoiding any representation or promotion of the Token as an investment product;
- Enforcing transfer restrictions and vesting to prevent speculative resale;

The Purchaser expressly acknowledges that future developments in law, regulation, or enforcement may result in:

- The requalification of the Token as a regulated instrument;
- Restrictions on resale, transfer, or use of the Token;
- Legal obligations, penalties, or reporting requirements for holders of the Token;
- Modifications in the technical structure, contractual rights, or ecosystem access conditions of the Token if required by law.

The Issuer makes no assurance or guarantee that the Token will not be classified as a security or subject to regulatory scrutiny in the future, and reserves the right to adjust its structure or technical features to maintain legal compliance.

4. No Guarantee of Return or Distribution

The Token is not designed or marketed as an income-generating instrument, and the Issuer makes no representation or commitment that the Token will deliver any financial return, yield, or future distribution to Purchasers.

In particular :

- The Token does not provide any right to receive dividends, interest, profits, capital gains, or other economic returns from the Issuer or any third party;
- The Token is not linked to any distribution of proceeds, cash flows, or liquidation values from any underlying investment, including any direct or indirect interest in the capital of SpaceX;
- The Token is not redeemable, and the Issuer is under no obligation to buy back or otherwise support the market value of the Token;
- The Token is not a proxy, derivative, or synthetic instrument linked to the valuation of SpaceX or any expected IPO thereof. The performance, valuation, or public listing of SpaceX shall have no impact on the price, rights, or functionality of the Token.

The value of the Token, if any, will depend entirely on its perceived utility within the protocol, the level of adoption of the Issuer's platform, and external market dynamics that are entirely outside of the Issuer's control.

Purchasers must understand that:

- There is no guaranteed appreciation in the Token's value;
- There is no distribution policy associated with the Token;
- There is no promise of return on investment, whether fixed or variable;
- The Token cannot be used to claim, represent, or convert into shares or securities, or to assert any legal or financial interest in the Issuer or its assets.

Any expectation of profit or financial upside is purely speculative and not supported by the structure, design, or contractual terms of the Token.

The Purchaser explicitly acknowledges that the Token is acquired solely for access and utility purposes, and not as a financial investment, and waives any claim or liability against the Issuer based on any perceived or expected return or correlation to SpaceX's business or valuation.

5. Illiquidity Risk

The Token is a privately issued digital asset, distributed through a restricted offering without listing or trading obligations. As such, it may be highly illiquid, and you may be unable to sell, transfer, or otherwise dispose of your Tokens for an indefinite period — including permanently :

In particular :

- The Token is not listed on any centralized or decentralized exchange, and there is no commitment by the Issuer to facilitate, request, or support such listing in the future;
- The Token may be subject to contractual lock-up or vesting periods, during which transfers are contractually and technically restricted;
- Even after expiration of these periods, there is no assurance of any active secondary market, no obligation to support liquidity, and no guarantee that a buyer will exist at any price;
- Even in the event of increased demand, broader adoption, or market interest in related underlying assets (e.g., a SpaceX IPO), such events shall have no bearing on the liquidity, tradeability, or price formation of the Token;



- The Token may be technically or contractually incompatible with third-party custodians, exchanges, trading protocols, or DeFi services, preventing resale, transfer, or use outside the Issuer's ecosystem;
- The Issuer may implement smart contract restrictions, whitelist enforcement, or geoblocking to prevent the unauthorized or unlawful transfer of Tokens to or from certain jurisdictions or non-compliant participants;
- Certain jurisdictions may prohibit or criminalize the offering, holding, or resale of such Tokens, further impairing any attempt to create or access a liquid market.

Additional legal limitations :

- The Issuer disclaims all liability for any over-the-counter (OTC), off-platform, or peer-to-peer resale transactions. Any such transaction is entirely at the risk of the involved parties and may be unenforceable or void if it violates applicable law or the Token's technical constraints;
- The Token may not qualify for custodial or safekeeping services, meaning that holding, managing, or securing the Token is entirely the Purchaser's own responsibility.

Purchasers must understand and accept that:

- The Token is inherently illiquid by design;
- There is no guaranteed resale path, no redemption mechanism, and no buyback promise;
- The Token may never become tradeable on any exchange;
- You may be required to hold the Token indefinitely, and may never recover any portion of your original contribution through resale or exit.

Secondary Transfers and Compliance :

Any secondary transfer of the Token, whether peer-to-peer (P2P), over-the-counter (OTC), or via any other channel, must comply with all applicable laws and regulations. The Issuer may implement technical or contractual restrictions, including smart contract controls, whitelists, or geoblocking, to prevent unauthorized or unlawful transfers. The Issuer disclaims all liability for secondary transactions conducted outside its authorized ecosystem.

6. Legal & Regulatory Risks

The regulatory treatment of digital assets, including utility tokens such as the Token remains uncertain, fragmented, and rapidly evolving across jurisdictions. Purchasers must acknowledge and accept the significant risks associated with legal ambiguity, reclassification, restrictions, or outright prohibition by national or supranational authorities :

In particular :

- There is no harmonized international legal framework governing the issuance, sale, or use of utility tokens. As such, the legal classification of the Token may vary between jurisdictions and may be subject to reassessment at any time;
- The Token may be requalified by regulatory authorities as:
 - A security (under the U.S. Securities Act of 1933, the EU MiFID II, or the UK Financial Services and Markets Act 2000);
 - A collective investment scheme, derivative, or financial product under applicable law;
 - An unregistered offering, subject to legal sanctions, regulatory enforcement, and/or injunctive measures;
- Any such reclassification may result in:
 - A prohibition or restriction on the use, transfer, or resale of the Token;
 - Mandatory registration, reporting, or licensing obligations;
 - Fines, penalties, or civil or criminal liability for non-compliant holders;
 - Taxation or reporting duties, including recharacterization of the Token as income-bearing or taxable property.



The Issuer has not registered the Token or this offering with any financial regulatory authority and does not hold any license or authorization as a financial institution, broker, fund manager, or investment advisor.

The Issuer makes no representations or guarantees regarding the current or future regulatory status of the Token. Should the applicable legal or regulatory framework change, the Issuer reserves the right to modify the structure, features, or operability of the Token to ensure compliance.

This may include:

- Suspension of transfers or disabling functionality via smart contract mechanisms;
- Geoblocking access to the platform for certain jurisdictions;
- Cooperation with authorities and compliance with binding requests, including asset freezes or account restrictions.

Purchasers explicitly acknowledge that:

- The functionality and usability of the Token may be limited or nullified due to future legal or regulatory changes;
- The Token may become unlawful or practically unusable in their country of residence;
- The Issuer shall not be liable for any resulting loss, impairment, or inaccessibility of the Token.

The Purchaser :

- Is solely responsible for assessing and complying with the applicable legal, tax, and regulatory obligations in their jurisdiction before, during, and after acquiring the Token;
- Acknowledges that ownership or transfer of the Token may trigger tax reporting obligations under regimes such as FATCA, CRS, MiCA, or equivalent national rules;
- Understands that the Issuer does not provide legal, tax, or investment advice, and disclaims all responsibility for any adverse consequences resulting from changes in law;
- Agrees that if the Token is deemed illegal, restricted, or reclassified by a competent authority, the Issuer shall not be required to refund, redeem, convert, or exchange the Token in any manner;
- Agrees that no reliance may be placed on the absence of current regulation as a guarantee of continued permissibility or legality.

The Token may not be offered, sold, or transferred to or within jurisdictions where such activities are prohibited or restricted, including, but not limited to, the United States, Canada, Mainland China, Iran, North Korea, and any country or region under international sanctions.

The Issuer makes no representations or guarantees regarding the current or future regulatory status of the Token. Should the applicable legal or regulatory framework change, the Issuer reserves the right to modify the structure, features, or operability of the Token to ensure compliance.

7. Risks related to exposure to SpaceX and Pre-IPO Assets

The Token is marketed as a utility token associated with a decentralized protocol that aims to facilitate access to investment opportunities involving pre-IPO equity, including indirect exposure to companies such as SpaceX. However, purchasers must clearly understand the limitations, risks, and absence of legal linkage between the Token and the actual shares or financial instruments of SpaceX.

Specifically:

- The Token does not represent direct or indirect ownership in SpaceX or any other private company;
- The Token does not entitle the holder to any economic rights, dividends, voting rights, liquidation preferences, or equity interest in SpaceX or any SPV holding SpaceX shares;
- The Token is not a certificate, proxy, derivative, or synthetic instrument linked to the value or performance of SpaceX equity, valuation, or IPO;
- The Token is not redeemable, and is not subject to any capital guarantee or price floor tied to a future listing, sale, or liquidity event involving SpaceX or any related party;



- The Issuer may, at its sole discretion, allocate proceeds from the Token sale toward exposure strategies involving SpaceX or other private equity opportunities (e.g., through SPVs, secondary transactions, or structured instruments), but such allocations are not binding, fixed, or legally linked to the Token;
- Even if the Issuer or its affiliates participate in investment structures such as SPVs with exposure to SpaceX equity, such structures are legally and economically distinct from the Token, and do not confer any beneficial interest or entitlement to Token holders;
- The Token does not entitle holders to inspect, audit, request disclosure, or receive confirmations related to the management or existence of any SpaceX-related holdings or strategies.

The Purchaser further acknowledges and accepts that:

- There is no correlation or coupling between the value or utility of the Token and the valuation, financial performance, or IPO outcome of SpaceX or any issuer;
- The potential success, growth, or public listing of SpaceX shall have no effect on the Token's value, liquidity, or redemption potential;
- The Issuer does not undertake to maintain any exposure to SpaceX, and reserves the right to reduce, modify, or eliminate such exposure at any time without notice or consultation;
- No forward-looking statement, marketing material, or reference to SpaceX or its valuation shall be construed as a guarantee, representation, or commitment regarding the Token's financial outcome or strategic direction

The Purchaser explicitly waives any legal, economic, or contractual expectation of deriving benefit from SpaceX's equity, operations, or market events and understands that the Token is not a claim or financial instrument related to any security or private equity asset, whether directly or through intermediaries.

8. Technological Risks : Blockchain, Wallets and Smart-contracts

The Token operates on blockchain infrastructure and relies on smart contracts, user-managed digital wallets, and decentralized technologies that are subject to inherent technical, operational, and cybersecurity risks.

Purchasers must understand that the Issuer does not control, and cannot fully protect against, the vulnerabilities and failures inherent in decentralized technologies, third-party services, or blockchain protocols.

Specifically:

- The Token is deployed through blockchain-based smart contracts that may contain bugs, vulnerabilities, logic errors, or security flaws, whether at the time of deployment or arising from future interactions with other contracts or protocols;
- Smart contracts may be exploited or manipulated by third parties, resulting in token loss, theft, freezing, or protocol malfunction, with no possibility of reversal or compensation;
- The Issuer does not warrant or guarantee the continued availability, security, or censorship-resistance of the blockchain network on which the Token is issued;
- Certain third-party infrastructure providers (e.g., RPC nodes, bridges, custodians, or dApps) may restrict, block, or delist the Token due to technical upgrades, legal considerations, or internal policies, resulting in partial or total loss of utility;
- The Issuer makes no commitment to maintain compatibility with third-party software, applications, or wallet providers.

Wallet and Key Management :

The Purchaser is solely responsible for safeguarding their private keys, wallets, seed phrases, and access credentials. Any compromise, mismanagement, or loss of credentials may result in the irreversible loss of Tokens;



The Issuer does not offer custodial services, recovery mechanisms, or technical support, and shall not be liable for:

- Misconfigured wallets;
- Unauthorized access or phishing;
- Compatibility errors;
- Incorrect transfers or address formatting issues.

The Issuer provides no customer service or technical assistance, and cannot recover Tokens lost due to user error, wallet compromise, or third-party failures.

Smart Contract Control and Upgradability :

The smart contracts used to issue and manage the Token may include administrative or upgradable functions, under the temporary control of the Issuer or its designated agent, intended solely for:

- Emergency shutdown or rollback;
- Protocol migration or compliance enforcement;
- Technical maintenance.

While these mechanisms are designed to enhance protocol integrity and risk control, they may themselves be targeted or exploited, and carry operational centralization risks.

Additional Blockchain Risks :

- Irreversibility: Blockchain transactions are final and cannot be reversed in case of error or fraud;
- Congestion and Fees: The network may become unusable or cost-prohibitive due to high gas fees, congestion, or attack;
- Protocol Forks: The blockchain on which the Token operates may split or fork, causing ambiguity or risk of double-spending or incompatibility;
- Deactivation or Migration: The Issuer may decide to migrate or replace the Token's smart contract, requiring Token holders to take action to preserve functionality or ownership. The Issuer will not be liable for any Token loss due to failure to follow migration instructions.

Purchasers explicitly acknowledge that all interactions with the Token and associated infrastructure are undertaken at their own risk. The Issuer disclaims all responsibility for any technical failure, software bug, network instability, or smart contract error, whether caused by internal or external factors.

9. Counterparty and Operational Risks

Despite the decentralized nature of blockchain technologies, the Issuer and its affiliated service providers play a key role in the creation, administration, and governance of the Token ecosystem. Accordingly, purchasers are exposed to a number of counterparty, management, and operational risks that may affect the functionality, continuity, or legal standing of the Token.

Specifically:

The Issuer is a corporate entity subject to the laws of the British Virgin Islands. As such, its continued existence, solvency, and ability to operate may be affected by:

- Regulatory investigations or enforcement;
- Civil or criminal litigation;
- Tax liabilities or administrative dissolution;
- Key personnel departure or death;

The Issuer may rely on third-party service providers (including but not limited to legal advisors, fund administrators, KYC processors, custody solutions, and developers), whose performance and stability are outside of the Token holder's control.



Any failure, negligence, mismanagement, or fraud by such counterparties may result in partial or total loss of functionality of the Token or protocol.

Purchasers bear the risk that the Issuer may discontinue the development, maintenance, or support of the Token or protocol, either voluntarily or due to external constraints.

The Token does not carry any obligation for the Issuer to provide ongoing services, support, updates, access, or maintain continuity of the ecosystem.

Governance and Decision-Making Risks :

- While the protocol may include decentralized governance components, the Issuer and its founders may retain significant influence or control, particularly during early phases of deployment;
- Strategic, financial, or technical decisions affecting the Token may be made without consulting or notifying Token holders;
- The governance of any investment exposure (e.g. SpaceX-related SPVs) may be exercised separately from Token holders and may follow a distinct legal and contractual framework.

Key Person Risk :

The Issuer's operations and strategy may depend on a small number of key individuals, including founders, executives, and developers. Their unavailability or withdrawal may negatively affect the Token's evolution or usability.

Jurisdictional and Corporate Risk :

The laws and corporate governance rules applicable in the BVI may differ materially from those in the Purchaser's jurisdiction, and may provide limited recourse, limited transparency, and minimal investor protection compared to regulated markets.

Purchasers acknowledge that the Issuer and its counterparties are not regulated financial institutions, and that the operational framework of the Token is subject to internal discretion, human error, and institutional fragility. The Issuer shall not be held liable for operational disruptions unless caused by fraud or willful misconduct.

10. Finality, Irreversibility and No Refunds

The purchase and delivery of the Token is final, irrevocable, non-reversible, and non-refundable under all circumstances. The transaction constitutes a legally binding and definitive act, undertaken voluntarily by the Purchaser with full knowledge of the associated risks.

Specifically:

- Once payment has been received and validated by the Issuer, the transaction is considered complete, and no refund, cancellation, or reversal will be provided;
- Token transfers made to any wallet address are irreversible, and cannot be recovered, recalled, or reversed by the Issuer or any third party, regardless of the cause;
- The Issuer does not operate an exchange, market, or buy-back facility, and shall not accept any request for repurchase, redemption, or conversion of Tokens;
- No refunds shall be granted, including (but not limited to) in the following situations:
 - User error (wrong address, incorrect amount, duplicate payment, wallet incompatibility);
 - Token volatility, devaluation, or lack of liquidity;
 - Technical failures, including wallet hacks or transaction delays;
 - Regulatory changes, jurisdictional restrictions, or usability limitations;



- Project discontinuation or strategic pivot;
- Subjective regret, dissatisfaction, or misunderstanding.

Anti-Chargeback Clause :

The Purchaser explicitly waives the right to initiate chargeback requests or payment disputes through banks, card providers, payment processors, or crypto-fiat platforms. Any such action will constitute a material breach of this Agreement, and may result in:

- Immediate blacklisting of the Purchaser's wallet or identity;
- Legal or arbitration action to recover costs and damages;
- Notification to AML/KYC service providers or regulators.

External Infrastructure Disclaimer :

The Issuer is not responsible for any payment delays, transaction failures, or service disruptions resulting from:

- Blockchain network congestion or outages;
- Failures of fiat-to-crypto services, crypto gateways, or smart contract execution;
- Errors or outages on third-party platforms, custodians, or dApps.

Legal Waiver and Finality of Commitment :

- By signing or accepting the Token Purchase Agreement, the Purchaser expressly acknowledges that the transaction is final and binding, and waives all rights to contest, rescind, or annul the purchase under any legal theory;
- The Purchaser accepts full responsibility for having assessed the Token's nature, legal status, functionality, and associated risks;
- The Purchaser affirms that they are not acting as a consumer, and that no consumer protection or withdrawal rights apply to this transaction;
- The Issuer shall not be liable for any actual or perceived loss, damage, or inconvenience arising from the acquisition, custody, or non-performance of the Token.

Purchasers are strongly advised to conduct all legal, tax, financial, and technical due diligence before proceeding. Upon acquisition, no recourse of any kind shall be available.

11. Total Loss Risk and Absence of Guarantees

Purchasing the Token involves a high degree of risk, including the immediate and permanent loss of the entire value contributed. The Issuer provides no warranty, guarantee, or assurance regarding the Token's price, functionality, liquidity, or future availability, and makes no promises of appreciation, redemption, or exit.

Specifically:

- The Token may at any time become worthless, inaccessible, or non-transferable, due to factors such as:
 - Regulatory bans or enforcement actions;
 - Protocol deactivation, smart contract failure, or obsolescence;
 - Strategic discontinuation by the Issuer;
 - Exploits, hacks, or blockchain-level disruptions;
 - Complete loss of access to the Purchaser's wallet or private key;
- The Token is not backed by any tangible or intangible asset, collateral, fiat currency, or legal claim;



- The Token's value is not linked to, derived from, or supported by the financial performance of any underlying investment, including SpaceX or any other pre-IPO assets referenced in relation to the project;
- There is no liquidity event, exit mechanism, or value realization process promised, implied, or contractually expected in relation to the Token;
- The Token may experience a sudden and total loss of utility, value, or tradability at any time, without prior warning, disclosure, or compensation.

No Market, No redemption, No Support:

- There is no assurance of market demand, exchange listing, or presence of willing counterparties;
- The Token is not redeemable by the Issuer or any affiliated entity;
- The Issuer is not obligated to support, maintain, or evolve the Token or its underlying ecosystem.

Disclaimer of Warranties :

The Issuer provides the Token strictly on an "as is" and "as available" basis, with no warranties, whether express or implied, including:

- Title, merchantability, or fitness for a particular purpose;
- Technical performance, security, or reliability;
- Compliance with regulatory, tax, or accounting frameworks;
- Suitability for investment, storage, or transfer purposes.

Purchaser Acknowledgment :

By acquiring the Token, the Purchaser expressly acknowledges and accepts :

- The risk of total and unrecoverable loss of their contribution;
- That no value floor, secondary market, or realization mechanism exists;
- That no correlation exists between the Token's price and the performance of SpaceX or any associated private equity exposure;
- That the loss of value, access, or functionality may occur suddenly, without notice or recourse.

The Issuer shall not be liable for any direct, indirect, consequential, incidental, special, exemplary, or punitive damages, including but not limited to loss of data, opportunity, profit, investment, or access.

12. Acceptance of Risks and No Reliance

By acquiring the Token, the Purchaser expressly acknowledges and accepts all risks, uncertainties, and limitations associated with blockchain-based assets, private token offerings, and the specific structure of the Token, and waives any claim based on reliance, misinterpretation, or external representation.

Acknowledgment of Risk:

- The Purchaser affirms that they have conducted their own independent due diligence, including legal, tax, financial, and technical analysis, and have not relied on any statement, projection, or commitment not explicitly stated in this Token Purchase Agreement and Risk Disclosure Statement;
- The Purchaser understands and accepts:
 - The speculative and unregulated nature of the Token;
 - The high probability of total and permanent loss;
 - The absence of any guaranteed return, resale, or liquidity event;



- That the Token does not represent an investment in a regulated financial product;
- That no fiduciary, advisory, or agency relationship exists between the Purchaser and the Issuer.

No Reliance :

The Purchaser confirms that their decision to acquire Tokens is made freely, voluntarily, and without reliance on any of the following /

- Oral or written statements external to this Agreement;
- Pitch decks, whitepapers, one-pagers, videos, social media content, or website materials;
- Forecasts, roadmaps, performance indicators, or token price simulations;
- Representations made during meetings, calls, webinars, or investor sessions;
- Terms discussed during pre-contractual negotiations, soft commits, term sheets, or commercial discussions;
- Any statement or promise made by employees, contractors, agents, influencers, ambassadors, or affiliates of the Issuer.

Language and Understanding :

The Purchaser confirms that they have understood the content of this Agreement, and that any linguistic difficulty, translation issue, or misunderstanding shall not constitute grounds for invalidating the purchase or creating liability for the Issuer.

Exclusion of Rights from Marketing :

- The Purchaser expressly agrees that no marketing material or illustrative content may be construed as creating contractual rights, financial guarantees, or enforceable obligations.
- All promotional or explanatory materials are non-binding, illustrative only, and do not form part of the Agreement.

Legal Effect :

- This clause survives delivery of the Token, and shall remain in force for the entire period during which the Purchaser holds, transfers, or disposes of the Token;
- The Purchaser acknowledges that they have had the opportunity to seek legal advice, and that by executing this Agreement they waive all reliance-based claims, present or future, related to the Token, the protocol, or the offering.

13. Jurisdiction, Enforcement and Dispute Resolution

This Agreement, including the Token Purchase Agreement and the Risk Disclosure Statement, shall be governed by and construed in accordance with the laws of the British Virgin Islands (BVI), without regard to principles of conflicts of law.

Governing Law :

The Purchaser acknowledges and agrees that:

- The Issuer is a company incorporated and operating under BVI law;
- This Agreement shall be interpreted, enforced, and performed solely in accordance with the laws of the BVI;
- No law or regulation of any other jurisdiction — including, but not limited to, securities, consumer protection, or financial law — shall apply to this Agreement, the Token, or the transaction.

Jurisdiction and Venue :

- All disputes, claims, or proceedings arising out of or in connection with this Agreement, the Token, or the protocol — including any issue regarding its existence, validity, or termination — shall be subject to the exclusive jurisdiction of the competent courts of the British Virgin Islands;
- The Purchaser irrevocably and unconditionally submits to such jurisdiction and waives any objection based on forum non conveniens, inconvenient forum, or extraterritorial application of law;
- The Purchaser agrees not to initiate or support proceedings in any jurisdiction other than the BVI, and specifically agrees not to seek injunctions, administrative action, or regulatory review in foreign jurisdictions.

Alternative Dispute Resolution (Optional Clause) :

At its sole discretion, the Issuer may propose that any such dispute be submitted to confidential arbitration under the rules of the BVI International Arbitration Centre (BVI IAC) or the London Court of International Arbitration (LCIA), with:

- Seat of arbitration: Tortola, BVI;
- Language: English;
- Tribunal: One or three arbitrators, as determined by the Issuer.

Waiver of Class Actions :

- The Purchaser agrees that any claim shall be brought on an individual basis only, and waives the right to participate in any class, group, collective, or representative action or arbitration;
- Any consolidated or joint proceeding is expressly excluded.

Service of Process :

- Service of legal process may be effected using the contact information provided by the Purchaser during KYC onboarding;
- The Purchaser agrees that such method constitutes valid and effective notice, and waives any objection thereto.

Regulatory Position :

- The Purchaser agrees that such method constitutes valid and effective notice, and waives any objection thereto.
- The Purchaser acknowledges and accepts that the Token offering is not registered, licensed, or regulated by any financial authority or regulator, and agrees not to challenge the enforceability of this Agreement based on such absence of registration or approval.

14. Final Declaration and Investor Attestation

By signing or otherwise agreeing to this Token Purchase Agreement and Risk Disclosure Statement, the Purchaser hereby solemnly declares, acknowledges, and attests that:

1. Voluntary Participation

They are acquiring the Token freely and voluntarily, without coercion, inducement, or expectation of return, and understand the speculative and high-risk nature of the Token and associated protocol.

2. Informed Consent Participation

They have carefully read, understood, and accepted each provision of the Agreement and this Risk Disclosure Statement, and have had the opportunity to obtain independent legal, financial, and tax advice before entering into the Agreement.

3. Risk Acceptance

They accept all risks described herein, including but not limited to:

- Total and permanent loss of the contribution;
- Regulatory bans or changes in legal status;
- Technological or operational failure;
- Absence of market, redemption, or resale rights.
- They confirm that they are financially able to bear such risks, including the complete loss of their contribution, without compromising their personal, professional, or legal obligations.

4. No Reliance

They have not relied on any material, representation, statement, or communication outside of this Agreement, including but not limited to:

- Whitepapers, pitch decks, investor updates, or roadmaps;
- Social media, marketing campaigns, or promotional content;
- Discussions during pre-contractual communications or soft commits;
- Informal statements made by team members, advisors, influencers, or third parties.

5. Regulatory Awareness

They understand and accept that:

- The Token is not a security, not regulated, and not registered with any financial authority;
- No prospectus or regulatory filing has been made in any jurisdiction;
- This offering is made under strict private placement and reverse solicitation principles.

6. Legal Eligibility

They confirm that they are legally permitted to acquire and hold the Token in their jurisdiction and that they are not a resident, citizen, or proxy of any jurisdiction subject to international sanctions or exclusions, including but not limited to:

- United States
- Canada
- Mainland China
- Iran
- North Korea
- Syria
- Cuba.

7. Final and Binding Nature of the Agreement

They acknowledge that this Agreement is legally binding, and that the transaction is final, non-cancellable, non-refundable, and not subject to any form of contestation, annulment, or restitution under consumer, securities, or financial law

8. No assignment

They confirm that their rights and obligations under this Agreement are personal, non-transferable, and may not be assigned or sublicensed to any third party without the express written consent of the Issuer.

9. Language and Understanding

They confirm that this Agreement was made available to them in a language they understand, and that they have not relied on any translation, simplification, or oral summary to accept its content.

10. Good Faith and Conduct

They undertake to act in good faith and in a manner consistent with the spirit and purpose of the Agreement, and shall refrain from initiating or encouraging actions intended to circumvent, misrepresent, or destabilize its terms.

11. Survival of Obligations

They acknowledge that all waivers, disclaimers, and representations made herein shall survive delivery of the Token and remain binding for as long as the Token is held, used, or associated with the Purchaser.

By confirming their acceptance, the Purchaser affirms that all declarations made above are true, complete, and made with full understanding of their legal implications.