



Token Agreement

Dated :

DISCLAIMER

This Agreement does not constitute a solicitation for investment in any security and shall not be construed in that way. This Agreement does not constitute or form part of, and should not be construed as, any offer for sale or subscription of, or any invitation to offer to buy or subscribe for, any securities or financial instruments.

The Issuer ChainRaizer Lab SPC Limited acting on behalf of its decentralized private equity investment protocol, is proceeding with the private sale of Tokens for the purpose of financing its Project and executing its vision to create a decentralized platform for private equity investments. The Issuer is not a bank, a security firm, an asset manager, a portfolio manager, or an investment advisor. The Issuer is not a financial institution or a financial service provider.

The Issuer ChainRaizer Lab SPC Limited has not received any license or authorization by any regulatory authority. We do not, and shall not at any time, give any financial advice whatsoever, including with regards to the purchase of Tokens. The Issuer is not acting as a financial institution or as a financial service provider in the framework of the Token private sale, nor is the Issuer issuing or offering any security or financial instrument.

Your purchase does not create any express or implied participation in the Issuer's equity ownership, nor does it give rise to any rights or claims over the Issuer's revenues and profits, nor does it entitle you to receive any yield or financial interest. Your purchase shall have no rights conferred on you other than the right to access the the Issuer protocol and utilize the services therein.

The Whitepaper, if any, and this Agreement are not deemed to provide financial advice and must not be considered as providing complete information in relation to your decision to purchase Tokens.

NOTICE TO RESIDENTS OF THE EUROPEAN ECONOMIC AREA

This document is not a prospectus for the purposes of Directive 2003/71/EC (the "Prospectus Directive"). The tokens to be issued are considered as utility tokens under the applicable laws, and the sale of utility tokens against tokens against prepayment is not considered a security but rather a purchase of a voucher against prepayment.

1. Parties

SpaceX RaizerFi SP, a Segregated Portfolio of ChainRaizer Lab SPC Ltd, a Segregated Portfolio Company duly incorporated under the laws of the British Virgin Islands (hereinafter referred to as the "Company" or the "Issuer");

And

The user who has successfully participated in the primary sale on the Raizer platform (hereinafter referred to as the "Investor" or the "Purchaser").

It is expressly agreed that:

This agreement is entered into by Chainraizer SAS in its capacity as the promoter of the Company, acting in the name and on behalf of the Company in formation.

If the Company is duly incorporated within a period of 60 days from the date of signature of this agreement, the Company shall automatically be substituted for Chainraizer SAS in all rights and obligations arising from this agreement, without the need for any further formality.

Upon such substitution, Chainraizer SAS shall be fully released from any and all liabilities under this agreement, except in cases of fraud, gross negligence, or wrongful failure to perform prior to the substitution.

If the Company is not incorporated within the agreed period of 60 days, or if the Company refuses to ratify this agreement, Chainraizer SAS shall act as guarantor for the fulfillment of the obligations under this agreement, without prejudice to the rights of the counterparty to seek direct enforcement against Chainraizer SAS for any breaches occurring prior to the substitution.

The guarantee provided by Chainraizer SAS shall remain valid until the Company is incorporated and has effectively assumed all obligations under this agreement.

WHEREAS

- The Issuer has developed its decentralized protocol enabling investments in Private Equity via blockchain technology ;
- The Issuer seeks to finance the development of the Issuer and its ecosystem by conducting a private sale of its native Tokens ;
- The Tokens grant access to certain features and services within the Issuer ecosystem but do not confer any ownership, governance, or profit-sharing rights ;
- The Purchaser acknowledges having received and reviewed all necessary information regarding the project and the risks associated with acquiring the Tokens.

2. Definitions & Interpretations

- **"Affiliate"**: Any entity that directly or indirectly controls, is controlled by, or is under common control with a Party.
- **"Agreement"**: This Private Token Sale Agreement, including any annexes or schedules hereto.
- **"AML"**: Anti-Money Laundering regulations and compliance measures.
- **"Blockchain"**: A decentralized and distributed digital ledger technology used to record transactions securely.
- **"Business Day"**: Any day other than a Saturday, Sunday, or public holiday in the jurisdiction of the Issuer.
- **"DAO (Decentralized Autonomous Organization)"**: An organization represented by rules encoded as a smart contract that is transparent, controlled by its members, and not influenced by a central authority.
- **"Decentralized Process"**: A system of decision-making or execution that does not rely on a single central authority but instead distributes control across a network.
- **"Digital Wallet"**: An electronic wallet where Tokens are stored and managed by the Purchaser.
- **"Force Majeure"**: Any event beyond the reasonable control of the Parties, including but not limited to natural disasters, war, terrorism, and governmental actions.

- **"Know Your Business (KYB)":** Compliance procedures required to verify the identity of business entities.
- **"Know Your Customer (KYC)":** A regulatory process requiring financial institutions and entities to verify the identity of their clients and assess their risk level.
- **"Liquidity":** The ease with which the Tokens can be bought, sold, or exchanged in the market.
- **"Non-Fungible Token (NFT)":** A unique digital asset stored on a blockchain that represents ownership of a specific item or content.
- **"Private Sale":** The initial offering of Tokens to a select group of investors before public distribution.
- **"Prohibited Person":** Any individual or entity subject to international sanctions, including but not limited to OFAC, EU, and UN sanction lists.
- **"Public Sale":** The offering of Tokens to the general public following the private sale phase.
- **"Smart Contract":** A self-executing contract with terms directly written into lines of code and deployed on a blockchain.
- **"TGE (Token Generation Event)":** The event marking the initial distribution of Tokens.
- **"Token Lock-up":** A period during which the Tokens cannot be sold or transferred.
- **"Tokens":** Digital assets issued by the Issuer for access and participation in its ecosystem.
- **"Whitelist":** A list of approved purchasers who have met the KYC/AML requirements and are eligible to participate in the token sale.

3. Legal Qualification of Tokens

- 3.1** The Tokens are classified as utility tokens under applicable law and do not constitute equity, debt securities, or financial derivatives. The Issuer does not guarantee that regulatory authorities will not reclassify the Tokens as securities in the future, and the Purchaser assumes full compliance responsibility
- 3.2** The Purchaser acknowledges that the Tokens do not constitute an investment contract and that their purchase is based solely on their intended functionality within the Issuer ecosystem.
- 3.3** The Issuer has structured the sale and distribution of Tokens in compliance with relevant regulations to mitigate the risk of being classified as securities or unregistered securities, including but not limited to:
- Ensuring the Tokens have a clearly defined utility function within the Issuer ecosystem ;
 - Preventing the Tokens from representing equity, dividends, or ownership rights ;
 - Prohibiting marketing of the Tokens as an investment opportunity with expectations of profit ;
 - Implementing vesting schedules and lock-up periods to reinforce their functional nature;
 - Restricting the sale to compliant jurisdictions and excluding purchasers from restricted areas ;
 - Conducting KYC/AML procedures to ensure transparency and compliance ;
 - Preventing secondary market speculation by limiting initial transferability and resale rights.
- 3.4** The Issuer does not warrant that the Tokens will not be reclassified as securities by any regulatory authority in the future. The Purchaser acknowledges this risk and assumes full responsibility for compliance with any applicable laws.
- 3.5** The Parties agree that the Tokens are classified as utility tokens under applicable law and do not represent equity, debt securities, structured financial products, or derivatives.
- 3.6** The Issuer does not warrant that the Tokens will not be reclassified as securities by any regulatory authority in the future. The Purchaser acknowledges this risk and assumes full responsibility for compliance with any applicable laws.

4. Token Purchase Terms

- 4.1 No Public Offering.** This Agreement and the sale of Tokens do not constitute a public offering. The sale is restricted to qualified purchasers who meet applicable KYC/AML requirements. The Tokens are not being offered or sold in any jurisdiction where such sale would be considered a public offering or where regulatory approval would be required.
- 4.2 Private Sale and Reverse Solicitation.** The Purchaser acknowledges that the purchase of Tokens is being made through a private sale. The Issuer has not engaged in any general solicitation or public marketing for the sale of the Tokens. The Purchaser further represents that they have approached the Issuer on their own initiative and have not been solicited by the Issuer.
- 4.3 Undertaking to Sell and Purchase.** Subject to the terms and conditions of this Agreement, the Issuer agrees to sell, and the Purchaser agrees to purchase, a fixed amount in EUR worth of tokens. The exact number of tokens to be issued will be determined at the time of the Token Generation Event ("TGE"), based on the final token price as set forth below.
- 4.4 Price and Quantity.** The Purchaser agrees to contribute an amount to be determined by the Purchaser ("Subscription Amount") toward the purchase of tokens at a price per token to be determined at the TGE. The final number of tokens to be received shall be calculated as the Subscription Amount divided by the final price per token, as determined at the TGE. The minimum and maximum subscription amounts may be subject to limitations as set by the Issuer.
- 4.5 Payment.** Payment shall be made exclusively in USDT or USDC. If the Purchaser wishes to pay with fiat currency, they must utilize the platform's integrated on-ramp module accessible through authorized payment partners on the Raizer platform. The Purchaser acknowledges and agrees to complete the on-ramp process according to the partner's procedures and requirements. If the Purchaser desires to pay with a cryptocurrency other than USDT or USDC, the specific cryptocurrency must be expressly agreed upon with the Company in advance, and the Purchaser must provide the exact date and time at which the payment will be executed to the Company.
- 4.6 Agreement is Non-Transferable.** This Agreement is strictly personal to the Purchaser and may not be assigned, transferred, or otherwise disposed of to any third party without the prior written consent of the Issuer.
- 4.7 Delivery Schedule.** All Tokens shall be delivered at the TGE event.

5. Representations and Warranties of the Issuer

- 5.1 Legal Compliance.** The Issuer warrants that the Tokens comply with applicable legal and regulatory frameworks and do not constitute regulated financial instruments. The Issuer has taken necessary precautions to structure the Tokens as utility tokens and avoid classification as securities under any applicable laws.
- 5.2 Regulatory Adherence.** The Issuer commits to full compliance with Anti-Money Laundering (AML), Know Your Customer (KYC), Counter-Terrorism Financing (CTF), and other applicable financial regulations in all relevant jurisdictions. The Issuer reserves the right to require Purchasers to undergo necessary compliance checks before acquiring Tokens.
- 5.3 No Guarantee of Market Value or Liquidity.** The Issuer makes no representations or guarantees regarding:
- The future market value of the Tokens ;
 - The liquidity of the Tokens on any exchange or trading platform ;
 - The availability of secondary markets for trading the Tokens.

5.4 Technology and Smart Contracts. The Issuer makes no representations or warranties regarding the security, functionality, or performance of the smart contracts associated with the Tokens. The Purchaser acknowledges that:

- The Issuer is not responsible for any technical vulnerabilities, failures, exploits, hacks, or bugs in the smart contracts, blockchain networks, or third-party platforms used to store, transfer, or trade the Tokens ;
- The Issuer does not control the blockchain infrastructure on which the Tokens operate and cannot guarantee its continued availability, security, or stability ;
- The Purchaser is solely responsible for ensuring proper security measures to safeguard their private keys, wallets, and access credentials used to manage the Tokens ;
- The Issuer shall not be held liable for any loss of Tokens due to wallet mismanagement, phishing attacks, unauthorized access, or system failures on the Purchaser's end.

By acquiring the Tokens, the Purchaser acknowledges the inherent risks associated with blockchain technology and assumes full responsibility for their management and security. The Issuer provides the Tokens on an "as is" basis and does not warrant that:

- The smart contracts governing the Tokens will be free of bugs, vulnerabilities, or errors ;
- The blockchain networks on which the Tokens operate will remain secure and operational at all times ;
- The Tokens will be interoperable with third-party platforms or wallets.

5.5 No Investment or Profit Expectation. The Tokens solely provide access to services within the Issuer's ecosystem. They do not confer ownership, voting rights, dividends, or profit-sharing benefits, and should not be acquired with an expectation of financial return.

5.6 Force Majeure. The Issuer shall not be liable for any failure or delay in performing its obligations due to events beyond its reasonable control, including but not limited to:

- Acts of God, natural disasters, or extreme weather conditions ;
- Government actions, regulations, or interventions ;
- Cybersecurity incidents, hacks, or blockchain failures ;
- Economic or geopolitical instability affecting the cryptocurrency market.

5.7 No Ongoing Obligations. The Issuer is not obligated to provide any future services, maintenance, technical support, or continued development for the Tokens beyond what is expressly stated in this Agreement. The Issuer reserves the right to modify or discontinue any aspect of the Token ecosystem without liability to the Purchaser.

5.8 Compliance with Transfer Restrictions and Post-Delivery Free Transferability. The Issuer reserves the right to restrict the resale, transfer, or use of Tokens prior to their full delivery to ensure compliance with legal and regulatory requirements. However, once the Tokens have been fully delivered to the Purchaser in accordance with the delivery schedule, the Purchaser shall have the right to transfer or resell the Tokens without any further restrictions imposed by the Issuer. The Issuer may implement measures such as geofencing or whitelist restrictions to prevent unauthorized transactions in jurisdictions where Token sales are prohibited.

5.9 Indemnification by the Purchaser. The Purchaser agrees to indemnify and hold harmless the Issuer from and against any claims, damages, liabilities, costs, and expenses arising from:

- The Purchaser's failure to comply with applicable laws ;
- Unauthorized use or transfer of the Tokens ;
- Misrepresentation of the Purchaser's eligibility or compliance status under KYC/AML regulations.

5.10 Amendments and Regulatory Changes. The Issuer reserves the right to amend this Agreement if required by changes in laws, regulations, or market conditions. Any modifications shall be communicated to the Purchaser, and continued holding or use of the Tokens shall constitute acceptance of the revised terms.

6. Representations and Warranties of the Purchaser

- 6.1 Professional Investor Status.** The Purchaser certifies that they qualify as a professional client within the meaning of the Markets in Financial Instruments Directive II (MiFID II) and that they meet the necessary experience, knowledge, and expertise to make their own investment decisions and assess the risks involved in purchasing the Tokens.
- 6.2 Non-U.S. Person and Compliance with SEC Regulations.** The Purchaser represents and warrants that:
- They are not a U.S. citizen, U.S. resident, or an entity with offices in the United States ;
 - They do not qualify as a “U.S. Person” as defined under Regulation S of the U.S. Securities Act of 1933 ;
 - They are a Qualified Institutional Buyer (QIB) or Qualified Institutional Seller (QIS) as per SEC regulatory requirements where applicable ;
 - If any of the above statements are later determined to be false, the Issuer shall bear no liability, and the Purchaser assumes full responsibility for any resulting legal or regulatory consequences.
- 6.3 Compliance with Applicable Laws.** By signing this Agreement, the Purchaser certifies that:
- They will not breach any laws, regulations, or obligations that may apply to them, including but not limited to securities, tax, anti-money laundering (AML), and counter-terrorism financing (CTF) laws ;
 - They take full responsibility for ensuring that their purchase, holding, and potential resale of Tokens comply with the legal framework of their jurisdiction.
- 6.4 Non-Consumer Status and Waiver of Consumer Rights.** The Purchaser acknowledges and agrees that:
- They are not acting as a consumer within the meaning of the EU Consumer Rights Directive (2011/83/EU) and relevant national laws ;
 - They waive any consumer protections or rights that might otherwise apply, including withdrawal rights, refund rights, or other consumer protection laws typically applicable to retail transactions.
- 6.5 Acknowledgment of Risks.** The Purchaser acknowledges that:
- The purchase of Tokens carries inherent risks, including but not limited to price volatility, liquidity risks, and regulatory uncertainties ;
 - The Issuer has not provided any investment, legal, tax, or financial advice, and the Purchaser has independently assessed the risks before proceeding with the purchase.
- 6.6 KYC/AML Compliance.** The Purchaser agrees to:
- Undergo the Know Your Customer (KYC) and Anti-Money Laundering (AML) verification process as required by the Issuer ;
 - Provide any necessary documentation to verify their identity and source of funds in compliance with applicable laws.
- 6.7 Indemnification of the Issuer.** The Purchaser agrees to indemnify and hold harmless the Issuer from and against any claims, liabilities, costs, and damages arising from:
- Any misrepresentation of their legal status or compliance with applicable laws ;
 - Any breach of laws, regulations, or contractual obligations related to their purchase or use of Tokens.
- 6.8 Finality of Purchase.** The Purchaser acknowledges that once Tokens have been delivered, the purchase is final and non-refundable, and the Purchaser waives any right to claim reimbursement, cancellation, or chargeback under any applicable laws or regulations.

7. KYB, KYC and Anti-Money Laundering Compliance

- 7.1 Regulatory Compliance.** The Issuer is committed to full compliance with all applicable Know Your Customer (KYC), Know Your Business (KYB), and Anti-Money Laundering (AML) regulations to prevent illicit financial activities, fraud, and terrorist financing.
- 7.2 KYC Requirements for Purchasers.** The Purchaser acknowledges and agrees that:
- They must complete the KYC verification process before purchasing Tokens ;
 - The Issuer may require identification documents, proof of residence, proof of funds, and other verification details ;
 - The Issuer reserves the right to reject any Purchaser who fails to meet the KYC requirements or provides false or misleading information.
- 7.3 KYB Requirements for Entities.** If the Purchaser is a legal entity, the following KYB requirements apply:
- Submission of corporate registration documents and identification details of ultimate beneficial owners (UBOs) ;
 - Compliance with international sanctions and watchlists checks ;
 - The Issuer reserves the right to conduct enhanced due diligence (EDD) where necessary.
- 7.4 Ongoing Monitoring and Compliance.** The Issuer will actively monitor transactions and reserves the right to:
- Request additional verification at any time if suspicious activity is detected ;
 - Freeze, restrict, or deny transactions if any red flags arise regarding money laundering, financial crimes, or fraud ;
 - Report Purchasers to authorities in compliance with applicable financial regulations.
- 7.5 Prohibited Persons and Jurisdictions.** The Issuer will not engage in business with individuals or entities who:
- Appear on sanctions lists, including OFAC, EU, and UN watchlists ;
 - Reside in jurisdictions subject to international financial restrictions ;
 - Fail to provide legitimate and verifiable sources of funds.
- 7.6 Data Protection and Confidentiality.**
- All personal data collected during the KYC/KYB process will be handled in accordance with General Data Protection Regulation (GDPR) and relevant data protection laws ;
 - The Issuer commits to securing Purchaser data but may disclose it if required by law enforcement or regulatory authorities.
- 7.7 Non-Compliance and Termination.** The Issuer reserves the right to:
- Terminate this Agreement immediately if the Purchaser fails to meet KYC/KYB/AML obligations ;
 - Confiscate or freeze Tokens where a Purchaser is found to be in violation of applicable financial laws ;
 - Refuse refund requests arising from compliance-related rejections or terminations.

8. Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of British Virgin Islands. Any disputes shall be resolved exclusively in the competent courts of British Virgin Islands.

9. Confidentiality

The Purchaser agrees not to disclose the terms of this Agreement without prior written consent from the Issuer.

10. Limitation of Liability

10.1 No Warranty. The Purchaser acknowledges and agrees that:

- The Tokens are provided on an “as is” and “as available” basis, without any warranties of any kind, whether express, implied, or statutory ;
- The Issuer does not warrant that the Tokens will be error-free, secure, or uninterrupted in operation ;
- The Issuer makes no representations regarding the usability, functionality, or continued availability of the Tokens.

10.2 Exclusion of Liability. To the maximum extent permitted by applicable law, the Issuer shall not be liable for any:

- Direct, indirect, incidental, consequential, punitive, or special damages, including but not limited to loss of profits, data, business opportunities, goodwill, or use of the Tokens ;
- Losses due to blockchain vulnerabilities, including hacks, network failures, node downtimes, or consensus failures ;
- Regulatory risks, including reclassification of Tokens by any regulatory authority leading to restrictions, fines, or compliance obligations ;
- Third-party risks, including failures of digital wallets, cryptocurrency exchanges, or custodians used by the Purchaser ;
- Force majeure events, including acts of God, natural disasters, cyberattacks, geopolitical crises, war, or regulatory changes beyond the Issuer’s control.

10.3 Issuer’s Maximum Liability. If, notwithstanding the above limitations, the Issuer is found liable for any claim, its total aggregate liability shall not exceed the total amount paid by the Purchaser for acquiring the Tokens under this Agreement.

10.4 No Liability for Taxation or Compliance Issues. The Issuer is not responsible for:

- Tax liabilities incurred by the Purchaser related to the purchase, holding, or sale of Tokens;
- Legal compliance requirements applicable to the Purchaser’s jurisdiction.

10.5 Acknowledgment of Risks by Purchaser. By entering into this Agreement, the Purchaser explicitly acknowledges and accepts:

- That digital assets, including Tokens, are volatile and may lose all value ;
- That regulatory scrutiny or changes may impact their ability to use, transfer, or sell the Tokens ;
- That transactions involving digital assets carry risks of loss, theft, or irrecoverability ;
- That the Issuer has made no representations regarding any guaranteed return, profitability, or usability of the Tokens.

10.6 Waiver of Class Actions and Collective Proceedings. The Purchaser agrees that:

- Any disputes related to this Agreement must be resolved on an individual basis ;
- The Purchaser waives any right to participate in class actions, collective arbitrations, or similar group proceedings against the Issuer.

10.7 No Indirect Liability. The Issuer shall not be held liable for any losses resulting from actions taken or not taken by the Purchaser, including:

- Mismanagement of private keys, wallet access, or account security ;
- Engaging in fraudulent, unlawful, or negligent conduct ;
- Relying on third-party statements, whitepapers, or marketing materials outside the scope of this Agreement.

10.8 Survival. The limitations of liability under this Section shall survive any termination or expiration of this Agreement. The Issuer shall not be liable for any direct or indirect losses resulting from the purchase or use of Tokens. The Issuer’s total liability shall not exceed the amount paid by the Purchaser for acquiring the Tokens.