

Upthinity, Ltd.

Membership Purchase Agreement

This Membership Purchase Agreement (this "Agreement") contains the terms and conditions that govern your membership in the Upthinity Ecosystem ("Membership"), use of the Upthinity smart contract (the "Upthinity Distribution Contract"); use of the related Upthinity token smart contract (the "Upthinity Token Contract"); and purchase of the related compatible tokens distributed on the Upthinity blockchain (the "Upthinity Tokens") and is an agreement between you or the entity that you represent ("Buyer" or "you") and Upthinity Limited ("Upthinity," together with its parent company, subsidiaries and affiliates, "Company"). Buyer, and Company are herein referred to **individually** as a "Party" and collectively, as the "Parties".

NOW, THEREFORE, in consideration of the mutual representations, warranties and agreements contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, Company and Buyer hereby agree as follows:

IMPORTANT INFORMATION: PLEASE READ THIS AGREEMENT CAREFULLY AND IN ITS ENTIRETY.

MATTERS RELATING TO UPTHINITY SOFTWARE AND UPTHINITY PLATFORM

Buyer acknowledges, understands and agrees to the following:

1. Upthinity Limited is developing the Upthinity software (the "Upthinity Software") as further described in the Technical White Paper (as it may be amended from time to time) (the "White Paper"); the intended purpose of the Upthinity Tokens is to facilitate the provision and receipt of services (collectively, the "Services") through the software platform currently under development (the "Ecosystem");
2. At the end of its development stage, Upthinity Limited may release the Upthinity Software it has developed under an open source software license;
3. Company may configure and/or launch any public blockchain platform adopting the open source Upthinity Software (the "Upthinity Platform") for any purpose;
4. Any launch and implementation of the Upthinity Platform may occur by third parties unrelated to Company;
5. Third parties launching the Upthinity Platform may delete, modify or supplement the Upthinity Software prior to, during or after launching the Upthinity Platform; and

6. Company will have no control over when, how or whether the Upthinity Software is adopted or implemented, or how, when or whether the Upthinity Platform is launched.

NO CHINESE BUYERS: Upthinity Tokens are not being offered or distributed to Chinese persons (as defined below). If you are citizen, resident of, or a person located or domiciled in, or any entity, including, without limitation, any corporation or partnership created or organized in or under the laws of the People's Republic of China (a "Chinese person"), do not purchase or attempt to purchase a Membership or the underlying Upthinity Tokens, and the Company will not sell a Membership or Upthinity Tokens to you.

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

PURCHASES OF A MEMBERSHIP AND UPTHINITY TOKENS ARE NON-REFUNDABLE AND PURCHASES CANNOT BE CANCELLED. BUYER MAY LOSE ALL AMOUNTS PAID. THIS AGREEMENT AND UPTHINITY TOKENS MAY HAVE NO VALUE.

COMPANY RESERVES THE RIGHT TO REFUSE OR CANCEL MEMBERSHIP PURCHASE REQUESTS AT ANY TIME IN ITS SOLE DISCRETION. PLEASE READ THE RISKS SET FORTH IN SECTION [7] CAREFULLY AND IN THEIR ENTIRETY. THIS AGREEMENT INCLUDES PRE-DISPUTE RESOLUTION IN SECTION [9.1] AND REQUIRES ARBITRATION IN SECTION [9.2].

ARTICLE ONE: ACCEPTANCE OF AGREEMENT AND PURCHASE OF MEMBERSHIP

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

(a) clicks the "submit" button on the official <https://Upthinity.io> website (the "Website") to indicate that Buyer has read, understands and agrees to the terms of this Agreement and pays for their membership. and

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

1.2. Website Terms of Use: Company has established Terms of Use, as may be amended from time to time, for the Website located at <https://Upthinity.io> which are hereby incorporated by reference. Buyer has read, understands and agrees to those terms.

1.3. White Paper: Company has prepared the White Paper, which is available at <https://Upthinity.io> describing matters relating to the Upthinity Software. The White Paper, as it may be amended from time to time, is hereby incorporated by reference. Buyer has read and understands the White Paper and its contents.

1.4. Upthinity Tokens:

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

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

ARTICLE TWO: UPTHINITY TOKEN DISTRIBUTION

2.1. Allocation and Distribution of Upthinity Token: Upthinity Limited intends to allocate and distribute Upthinity Tokens (the "Upthinity Token Distribution") in accordance with the material specifications as set forth in Exhibit A to this Agreement which includes details regarding the timing (the "Upthinity Distribution Period") and pricing of the Upthinity Token Distribution and the amount of Upthinity Tokens that will be distributed. During the Upthinity Distribution Period, Upthinity Limited will provide specific procedures on how Buyer should acquire Upthinity Tokens through the official Website. By purchasing a Membership, Buyer acknowledges and understands and has no objection to such procedures and material specifications. Failure to use the official Website and follow such procedures may result in Buyer not receiving any Upthinity Tokens. Any buyer of a Membership may lose some or all of the amounts paid for such Membership, regardless of the purchase date. The access or use of the Upthinity Distribution Contract, access or use of the Upthinity Token Contract and/or the receipt or purchase of Upthinity through any means other than the official Website are not sanctioned or agreed to in any way by the Parties. Buyer should take great care that the website used to purchase Upttherum Tokens has the following universal resource locator (URL): <https://Upthinity.io>.

2.2. No Chinese Buyers: Memberships, and the underlying right to receive Upthinity Tokens are not being offered to Chinese persons. Chinese persons are strictly prohibited and restricted from using the Upthinity Distribution Contract, using the Upthinity Token Contract and/or purchasing a Membership and/or Upthinity Tokens and Company is not soliciting purchases by Chinese persons in any way. If a Chinese person uses the Upthinity Distribution Contract, uses the Upthinity Token Contract and/or purchases a Membership and/or Upthinity Tokens, such person has done so and entered into this Agreement on an unlawful, unauthorized and fraudulent basis and this Agreement is null and void. Company is not bound by this Agreement if this Agreement has been entered into by a Chinese person as Buyer or Buyer has entered into this Agreement or has purchased a Membership and/or Upthinity Tokens on behalf of Chinese person, and Company may take all necessary and appropriate actions, in its sole discretion, to invalidate this Agreement, including referral of information to the appropriate authorities. Any Chinese person who uses the Upthinity Distribution Contract, uses the Upthinity Token Contract and/or purchases a Membership and/or Upthinity Tokens or enters this Agreement on an unlawful, unauthorized or fraudulent basis shall be solely liable for, and shall indemnify, defend and hold harmless Upthinity Limited and Upthinity Limited's respective past, present and future employees, officers, directors, contractors, consultants, equity holders, suppliers, vendors, service providers, parent companies, subsidiaries, affiliates, agents, representatives, predecessors, successors and assigns (collectively, the "Upthinity Limited Parties") from any damages, losses, liabilities, costs or expenses of any kind, whether direct or indirect, consequential, compensatory, incidental, actual, exemplary, punitive or special and including, without limitation, any loss of business, revenues, profits, data, use, goodwill or other intangible losses (collectively, the "Damages") incurred by an Upthinity Limited Party that arises from or is a result of such Chinese person's unlawful, unauthorized or fraudulent use of the Upthinity Distribution Contract, unauthorized use of the Upthinity Token Contract and/or the receipt or purchase of a Membership and/or Upthinity Tokens.

2.3. Allocation and Sale of Upthinity Tokens to Upthinity Limited Parties: Buyer understands and consents to the participation of the Company's past, present and future employees, officers, directors, contractors, consultants, equity holders, suppliers, vendors and service providers in the purchase of Upthinity Tokens, including people who may work on the development and implementation of the Upthinity Software or who may work for Upthinity Limited's future businesses which Upthinity Limited may establish with a portion of the proceeds from the Upthinity Token Distribution. All such Upthinity Limited Parties will participate on the same terms as every other buyer of Upthinity Tokens and will be bound by this Agreement.

2.4. No Representations and Warranties: The Upthinity Tokens will be distributed to buyers of a Membership pursuant to the Upthinity Distribution Contract and the Upthinity Token Contract. None of the Upthinity Limited Parties makes any representations or warranties, express or implied, including, without limitation, any warranties of title or implied warranties of merchantability or fitness for a particular purpose with respect to the Upthinity Distribution Contract, the Upthinity Token Contract or the Upthinity Tokens or their utility, or the ability of anyone to acquire or use the Upthinity Tokens. Without limiting the foregoing, none of the Upthinity Limited Parties represent or warrant that the process of purchasing a Membership or receiving the Upthinity Tokens will be uninterrupted or error-free or that the Upthinity Tokens are reliable and error-free. As a result, Buyer acknowledges and understands that Buyer may never receive Upthinity Tokens and may lose the entire amount Buyer paid to Company. Buyer shall provide an accurate digital wallet address to Company for receipt of any Upthinity Tokens distributed to Buyer pursuant to the Upthinity Distribution Contract and the Upthinity Token Contract.

2.5. Not an Offering of Securities, Commodities, or Swaps: The sale of Memberships and the Upthinity Tokens themselves are not securities, commodities, swaps on either securities or commodities or a financial instrument of any kind. Purchases and sales of Upthinity Tokens are not subject to the protections of any laws governing those types of financial instruments. This Agreement and all other documents referred to in this Agreement including the White Paper 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 on either a security or commodity.

2.6. Not an Investment: Buyer should not participate in the Upthinity Token Distribution or purchase Upthinity Tokens for investment purposes. Upthinity Tokens are not designed for investment purposes and should not be considered as a type of investment. Buyer acknowledges, understands and agrees that Buyer should not expect and there is no guarantee or representation or warranty by Company that:

1. the Upthinity Software will ever be adopted;
2. the Upthinity Software will be adopted as developed by Upthinity Limited and not in a different or modified form;
3. a blockchain utilizing or adopting the Upthinity Software will ever be launched; and
4. a blockchain will ever be launched with or without changes to the Upthinity Software and with or without a distribution matching the fixed, non-transferable Upthinity Token balances.

Furthermore, Upthinity Tokens will simply entitle Buyer to access and use the Upthinity Platform and holding Upthinity Tokens is not a guarantee, representation or warranty that the holder will be able to use the Upthinity Platform without interruption Upthinity even if the Upthinity Platform is launched and the Upthinity Software is adopted, of which there is no guarantee, representation or warranty made by Company.

2.7. Not for Speculation: Buyer acknowledges and agrees that Buyer is not purchasing a Membership or Upthinity Tokens for purposes of investment, speculation, as some type of arbitrage strategy, for immediate resale or other financial purposes.

ARTICLE THREE: NO OTHER RIGHTS CREATED

3.1. No Claim, Loan or Ownership Interest: The purchase of a Membership, with rights to possibly receive Upthinity Tokens:

1. does not provide Buyer with rights of any form with respect to the Company or its revenues or assets, including, but not limited to, any voting, distribution, redemption, liquidation, proprietary (including all forms of intellectual property), or other financial or legal rights;
2. is not a loan to Company; and
3. does not provide Buyer with any ownership or other interest in Company.

3.2. Intellectual Property: Company retains all right, title and interest in all of Company's intellectual property, including, without limitation, inventions, ideas, concepts, code, discoveries, processes, marks, methods, software, compositions, formulas, techniques, information and data, whether or not patentable, copyrightable or protectable in trademark, and any trademarks, copyright or patents based thereon. Buyer may not use any of Company's intellectual property for any reason without Company's prior written consent.

ARTICLE FOUR: SECURITY AND DATA; TAXES

4.1. Security and Data Privacy:

1. Buyer's Security: Buyer will implement reasonable and appropriate measures designed to secure access to:
 1. any device associated with Buyer and utilized in connection with Buyer's purchase of a Membership and any Upthinity Tokens;
 2. private keys to Buyer's wallet or account; and
 3. any other username, passwords or other login or identifying credentials.

In the event that Buyer is no longer in possession of Buyer's private keys or any device associated with Buyer's account or is not able to provide Buyer's login or identifying credentials, Buyer may lose all of Buyer's Upthinity Tokens and/or access to Buyer's account. Company is under no obligation to recover any Upthinity Tokens and Buyer acknowledges, understands and agrees that all purchases of Upthinity Tokens are non-refundable and Buyer will not receive money or other compensation for any Membership purchased or Upthinity Tokens acquired.

2. Additional Information: Upon Company's request, Buyer will immediately provide to Company information and documents that Company, in its sole discretion, deems necessary or appropriate to comply with any laws, regulations, rules or agreements, including without limitation judicial process. Such documents include, but are not limited to, passport, driver's license, utility bills, photographs of associated individuals, government identification cards, or sworn statements. Buyer consents to Company disclosing such information and documents in order to comply with applicable laws, regulations, rules or agreements. Buyer acknowledges that Company may refuse to distribute a Membership or Upthinity Tokens to Buyer until such requested information is provided.

4.2. Taxes: Buyer acknowledges, understands and agrees that:

1. the purchase and receipt of a Membership Interest and/or Upthinity Tokens may have tax consequences for Buyer;
2. Buyer is solely responsible for Buyer's compliance with Buyer's tax obligations; and
3. Company bears no liability or responsibility with respect to any tax consequences to Buyer.

ARTICLE FIVE: REPRESENTATIONS AND WARRANTIES OF BUYER

By buying a Membership and the associated right to potentially receive Upthinity Tokens, Buyer represents and warrants to each of the Upthinity Limited Parties that:

5.1. Not a Chinese Person: Buyer is not a Chinese person.

5.2. Authority : Buyer has all requisite power and authority to execute and deliver this Agreement, to use the Upthinity Distribution Contract and the Upthinity Smart Contract, purchase a Membership, receive Upthinity Tokens, and to carry out and perform its obligations under this Agreement:

1. If an individual, Buyer is at least 18 years old and of sufficient legal age and capacity to purchase Upthinity Tokens.
2. If not a natural person, Buyer is duly organized, validly existing and in good standing under the laws of its domiciliary jurisdiction and each jurisdiction where it conducts business.

5.3. No Conflict: The execution, delivery and performance of this Agreement will not result in any violation of, be in conflict with, or constitute a material default under, with or without the passage of time or the giving of notice:

1. any provision of Buyer's organizational documents, if applicable;
2. any provision of any judgment, decree or order to which Buyer is a party, by which it is bound, or to which any of its material assets are subject;
3. any material agreement, obligation, duty or commitment to which Buyer is a party or by which it is bound; or
4. any laws, regulations or rules applicable to Buyer.

5.4. No Consents or Approvals: The execution and delivery of, and performance under, this Agreement require no approval or other action from any governmental authority or person other than Buyer.

5.5. Buyer Status: Buyer is not subject to any of the disqualifying events listed in Rule 506(d)(1) of Regulation D under the U.S. Securities Act of 1933 (a "Buyer Event"), and there is no proceeding or investigation pending or, to the knowledge of Buyer, threatened by any governmental authority, that would reasonably be expected to become the basis for a Buyer Event.

5.6. Buyer Knowledge and Risks of Project: Buyer has sufficient knowledge and experience in business and financial matters, including a sufficient understanding of blockchain or cryptographic tokens and other digital assets, smart contracts, storage mechanisms (such as digital or token wallets), blockchain-based software systems and blockchain technology, to be able to evaluate the risks and merits of Buyer's purchase of a Membership and receipt of Upthinity Tokens, including but not limited, to the matters set forth in this Agreement, and is able to bear the risks thereof, including loss of all amounts paid, loss of

Upthinity Tokens, and liability to the Upthinity Limited Parties and others for its acts and omissions, including with limitation those constituting breach of this Agreement, negligence, fraud or willful misconduct. Buyer has obtained sufficient information in order to make an informed decision to purchase a Membership.

5.7. Funds; Payments.

1. **Funds:** The funds, including any fiat, virtual currency or cryptocurrency, Buyer uses to purchase a Membership are not derived from or related to any unlawful activities, including but not limited to money laundering or terrorist financing, and Buyer will not use the Membership or Upthinity Tokens to finance, engage in, or otherwise support any unlawful activities.
2. **Payments:** All payments by Buyer under this Agreement will be made only in Buyer's name, from a digital wallet or bank account not located in the United States or owned by a U.S. Person, or a country or territory that has been designated as a "non-cooperative country or territory" by the Financial Action Task Force, and is not a "foreign shell bank" within the meaning of the U.S. Bank Secrecy Act (31 U.S.C. § 5311 et seq.), as amended, and the regulations promulgated thereunder by the Financial Crimes Enforcement Network, as such regulations may be amended from time to time.

5.8. Miscellaneous Regulatory Compliance:

1. Anti-Money Laundering; Counter-Terrorism Financing: To the extent required by applicable law, Buyer complies with all anti-money laundering and counter-terrorism financing requirements.
2. Sanctions Compliance: Neither Buyer, nor any person having a direct or indirect beneficial interest in Buyer, a Membership or Upthinity Tokens being acquired by Buyer, or any person for whom Buyer is acting as agent or nominee in connection with a Membership or Upthinity Tokens, is the subject of sanctions administered or enforced by any country or government (collectively, "Sanctions") or is organized or resident in a country or territory that is the subject of country-wide or territory-wide Sanctions.

ARTICLE SIX: DISCLAIMERS

6.1. Buyer expressly acknowledges, understands and agrees that Buyer is using the Upthinity Distribution Contract, the Upthinity Token Contract and purchasing a Membership at the Buyer's sole risk and that the Upthinity Distribution Contract, the Upthinity Token Contract, this Agreement and Upthinity Tokens are each provided, used and acquired on an "AS IS" and on an "AS AVAILABLE" basis without representations, warranties, promises or guarantees whatsoever of any kind by Company and Buyer shall rely on its own examination and investigation thereof.

6.2. No Representation or Warranty : (A) COMPANY DOES NOT MAKE AND EXPRESSLY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS, IMPLIED OR STATUTORY; AND (B) WITH RESPECT TO THE UPTHINITY DISTRIBUTION CONTRACT, THE UPTHINITY TOKEN CONTRACT, THIS AGREEMENT AND THE UPTHINITY TOKENS, COMPANY SPECIFICALLY DOES NOT REPRESENT AND WARRANT AND EXPRESSLY

DISCLAIMS ANY REPRESENTATION OR WARRANTY, EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION, ANY REPRESENTATIONS OR WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, USAGE, SUITABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, OR AS TO THE WORKMANSHIP OR TECHNICAL CODING THEREOF, OR THE ABSENCE OF ANY DEFECTS THEREIN, WHETHER LATENT OR PATENT.

ARTICLE SEVEN: RISKS

MEMBERSHIPS AND UPTHINITY TOKENS MAY HAVE NO VALUE. BUYER MAY LOSE ALL AMOUNTS PAID. Buyer has carefully reviewed, acknowledges, understands and assumes the following risks, as well as all other risks associated with the Membership and Upthinity Tokens (including those not discussed herein), all of which could render this Agreement and/or the Upthinity Tokens worthless or of little value:

7.1. Rights, Functionality and Features: Upthinity Tokens have no rights, uses, purpose, attributes, functionalities or features, express or implied, other than those set out in clause 1.4 of this Agreement. Purchase of a Membership does not guarantee that the Upthinity Platform will be launched, that the Upthinity Software's development will be finished or that the Upthinity Software will be adopted and implemented.

7.2. Purchase Price Risk: The purchase price which each Buyer pays for Upthinity Tokens depends upon the actions of all other users sending ether ("BTC, ETH, LTC") to the Upthinity Token Contract during the same period. Everyone sending BTC, ETH, LTC during the same period receives the same price. It is possible for other people to send in a large amount of BTC, ETH, LTC after Buyer and dramatically increase the price Buyer and everyone else pays per Upthinity Token received. There are no guarantees as to the price of Upthinity Tokens purchased by Buyer and no guarantees that the price per Upthinity Token determined each period by the market will be equal to or higher in the subsequent periods of the Upthinity Distribution Period. There is the possibility that the price per Upthinity Token in subsequent periods of the Upthinity Distribution Period falls below the price paid by initial buyers of Upthinity Tokens during the Upthinity Distribution Period. Upthinity Limited reserves the right to change the duration of the Upthinity Distribution Period for any reason, including, without limitation, bugs in the Upthinity Distribution Contract or the Upthinity Token Contract or the unavailability of the Website or other unforeseen procedural or security issues.

7.3. Blockchain Delay Risk: On the BTC, ETH, LTC blockchain, timing of block production is determined by proof of work so block production can occur at random times. For example, ETH contributed to the Upthinity Smart Contract in the final seconds of a distribution period may not get included for that period. Buyer acknowledges and understands that the Ethereum blockchain may not include the Buyer's transaction at the time Buyer expects and Buyer may not receive Upthinity Tokens the same day Buyer sends BTC, ETH, LTC.

7.4. Ethereum Blockchain: The Ethereum blockchain is prone to periodic congestion during which transactions can be delayed or lost. Individuals may also intentionally spam the Ethereum network in an attempt to gain an advantage in purchasing cryptographic tokens. Buyer acknowledges and understands that Ethereum block producers may not include Buyer's transaction when Buyer wants it to be, or Buyer's transaction may not be included at all.

7.5. Ability to Transact or Resell: Buyer may be unable to sell or otherwise transact in Upthinity Tokens at any time, or for the price Buyer paid for a Membership. By using the Upthinity Distribution Contract or the Upthinity Token Contract or by purchasing Upthinity Tokens, Buyer acknowledges, understands and agrees that:

- a) Upthinity Tokens may have no value;
- b) there is no guarantee or representation of liquidity for the Upthinity Tokens; and
- c) the Parties are not and shall not be responsible for or liable for the market value of Upthinity Tokens, the transferability and/or liquidity of Upthinity Tokens and/or the availability of any market for Upthinity Tokens through third parties or otherwise.

7.6. Token Security: Upthinity Tokens may be subject to expropriation and or/theft. Hackers or other malicious groups or organizations may attempt to interfere with the Upthinity Distribution Contract, the Upthinity Token Contract or the Upthinity Tokens in a variety of ways, including, but not limited to, malware attacks, denial of service attacks, consensus-based attacks, Sybil attacks, smurfing and spoofing. Furthermore, because the Ethereum platform rests on open source software and Upthinity Tokens are based on open source software, there is the risk that smart contracts may contain intentional or unintentional bugs or weaknesses which may negatively affect the Upthinity Tokens or result in the loss of Buyer's Upthinity Tokens, the loss of Buyer's ability to access or control Buyer's Upthinity Tokens or the loss of BTC, ETH, LTC in Buyer's account. In the event of such a software bug or weakness, there may be no remedy and holders of Upthinity Tokens are not guaranteed any remedy, refund or compensation.

7.7. Access to Private Keys: Upthinity Tokens received by Buyer may be held by Buyer in Buyer's digital wallet or vault, which requires a private key, or a combination of private keys, for access. Accordingly, loss of requisite private key(s) associated with Buyer's digital wallet or vault storing Upthinity Tokens will result in loss of such Upthinity Tokens, access to Buyer's Upthinity Token balance and/or any initial balances in blockchains created by third parties. Moreover, any third party that gains access to such private key(s), including by gaining access to login credentials of a hosted wallet or vault service Buyer uses, may be able to misappropriate Buyer's Upthinity Tokens. Company is not responsible for any such losses.

7.8. New Technology: The Upthinity Software and the Upthinity Platform and all of the matters set forth in the White Paper are new and untested. The Upthinity Software might not be capable of completion, implementation or adoption. It is possible that no blockchain utilizing the Upthinity Software will be ever be launched and there may never be an operational Upthinity Platform. Buyer should not rely on the Upthinity Software or the ability to receive tokens associated with the Upthinity Platform in the future. Even if the Upthinity Software is completed, implemented and adopted, it might not function as intended, and any tokens associated with a blockchain adopting the Upthinity Software may not have functionality that is desirable or valuable. Also, technology is changing rapidly, so the Upthinity Tokens and any tokens transferable on the Upthinity Platform may become outdated.

7.9. Reliance on Third-Parties: Even if completed, the Upthinity Software will rely, in whole or partly, on third parties to adopt and implement it and to continue to develop, supply, and otherwise support it. There is no assurance or guarantee that those third parties will complete their work, properly carry out their obligations, or otherwise meet anyone's needs, all of which might have a material adverse effect on the Upthinity Software and Upthinity Platform.

7.10. Failure to Map a Public Key to Buyer 's Account: Failure of Buyer to map a public key to Buyer's account may result in third parties being unable to recognize Buyer's Upthinity Token balance on the Upthinity blockchain when and if they configure the initial balances of a new blockchain based upon the Upthinity Software of which Company makes no representation or guarantee.

7.11. Exchange & Counterparty Risks: If Buyer sends BTC, ETH, LTC to the Upthinity Token Contract from an exchange or an account that Buyer does not control, pursuant to the Upthinity Token Contract, Upthinity Tokens will be allocated to the account that has sent BTC, ETH, LTC; therefore, Buyer may never receive or be able to recover Buyer's Upthinity Tokens. Furthermore, if Buyer chooses to maintain or hold Upthinity Tokens through a cryptocurrency exchange or other third party, Buyer's Upthinity Tokens may be stolen or lost. In addition, third parties may not recognize Buyer's claim to any derivative tokens if and when launched by third parties according to the distribution rules set in the Upthinity Software. By using the Upthinity Distribution Contract, using the Upthinity Token Contract and/or by purchasing Upthinity Tokens, Buyer acknowledges and agrees that Buyer sends BTC, ETH, LTC to the Upthinity Token Contract through an exchange account and/or holds Upthinity Tokens on a cryptocurrency exchange or with another third party at Buyer's own and sole risk.

7.12. Changes to the Upthinity Software: The Upthinity Software is still under development and may undergo significant changes over time. Although Company intends for the Upthinity Software to have the features and specifications set forth in the White Paper, Company may make changes to such features and specifications for any number of reasons, and any party that adopts the Upthinity Software and launches the Upthinity Platform also may make changes, any of which may mean that the Upthinity Platform does not meet Buyer's expectations.

7.13. Risk of Alternative Blockchains based on Upthinity Software: The Upthinity Software will not likely be licensed under an open source license until after the end of the Upthinity Distribution Period; however, it is possible somebody will not respect the Upthinity Software copyright or will modify the Upthinity Software after it has been released under an open source license. Therefore, it is possible for someone to utilize the Upthinity Software to build and launch blockchain protocols using a token distribution other than the one intended for the Upthinity Tokens pursuant to the Upthinity Software both prior to or after the Upthinity Software has become licensed as open source.

7.14. Risk of Lack of Transferability in Blockchain Cryptographic Token: The Upthinity Software is built such that any blockchain that adopts the Upthinity Software will require approval of stakeholders of Upthinity Tokens before tokens on such blockchain (the "Blockchain Tokens") can be transferred. In other words, if the Upthinity Software is adopted, it will be the responsibility of stakeholders holding Upthinity Tokens to adopt one or more blockchains in order for Blockchain Tokens received on such blockchains to be transferrable. Buyer acknowledges, understands and agrees that if the Upthinity Software is adopted and the requisite vote described above is not obtained, Buyer may not be able to transfer any Blockchain Tokens Buyer receives.

7.15. Project Completion: The development of the Upthinity Software may be abandoned for a number of reasons, including, but not limited to, lack of interest from the public, lack of funding, lack of commercial success or prospects, or departure of key personnel.

7.16. Lack of Interest: Even if the Upthinity Software is finished and adopted and the Upthinity Platform is launched, the ongoing success of the Upthinity Platform relies on the interest and participation of third parties like developers. There can be no assurance or guarantee that there will be sufficient interest or participation in the Upthinity Platform.

7.17. Uncertain Regulatory Framework: The regulatory status of cryptographic tokens, digital assets and blockchain technology is unclear or unsettled in many jurisdictions. It is difficult to predict how or whether governmental authorities will regulate such technologies. It is likewise difficult to predict how or whether any governmental authority may make changes to existing laws, regulations and/or rules that will affect cryptographic tokens, digital assets, blockchain technology and its applications. Such changes could negatively impact Upthinity Tokens in various ways, including, for example, through a

determination that Upthinity Tokens are regulated financial instruments that require registration. Company may cease the distribution of Upthinity Tokens, the development of the Upthinity Software or cease operations in a jurisdiction in the event that governmental actions make it unlawful or commercially undesirable to continue to do so.

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

ARTICLE EIGHT: LIMITATION OF LIABILITY; INDEMNIFICATION

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

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

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

8.4. Release: To the fullest extent permitted by applicable law, Buyer releases the Upthinity Limited Parties from responsibility, liability, claims, demands, and/or Damages (actual and consequential) of every kind and nature, known and unknown (including, but not limited to, claims of negligence), arising out of or related to disputes between Buyer and the acts or omissions of third parties.

8.5. Indemnification:

- a) To the fullest extent permitted by applicable law, Buyer will indemnify, defend and hold harmless and reimburse the Upthinity Limited Parties from and against any and all actions, proceedings, claims, Damages, demands and actions (including without limitation fees and expenses of counsel), incurred by a Upthinity Limited Party arising from or relating to:
 - i. Buyer's purchase of a Membership or receipt and/or use of Upthinity Tokens;
 - ii. Buyer's responsibilities or obligations under this Agreement;

- iii. Buyer's breach of or violation of this Agreement;
 - iv. any inaccuracy in any representation or warranty of Buyer;
 - v. Buyer's violation of any rights of any other person or entity; and/or
 - vi. any act or omission of Buyer that is negligent, unlawful or constitutes willful misconduct.
- b) Company reserves the right to exercise sole control over the defense, at Buyer's expense, of any claim subject to indemnification under this Section 8.5. This indemnity is in addition to, and not in lieu of, any other indemnities set forth in a written agreement between Buyer and Company.

ARTICLE NINE: DISPUTE RESOLUTION

9.1. **Informal Dispute Resolution:** Buyer and Company shall cooperate in good faith to resolve any dispute, controversy or claim arising out of, relating to or in connection with this Agreement, including with respect to the formation, applicability, breach, termination, validity or enforceability thereof (a "Dispute"). If the Parties are unable to resolve a Dispute within ninety (90) days of notice of such Dispute being received by all Parties, such Dispute shall be finally settled by Binding Arbitration as defined in Section 9.2 below.

9.2. **Binding Arbitration:** Any Dispute not resolved within 90 days as set forth in Section 9.1 shall be referred to and finally resolved by arbitration under the London Court of International Arbitration (LCIA) rules in effect at the time of the arbitration, except as they may be modified herein or by mutual agreement of the Parties. The number of arbitrators shall be one who shall be selected by Company. The seat, or legal place, of arbitration shall be London, England. The language to be used in the arbitral proceedings shall be English. The governing law of the Agreement shall be as set forth in Section 10.1 herein. The arbitration award shall be final and binding on the Parties ("Binding Arbitration"). The Parties undertake to carry out any award without delay and waive their right to any form of recourse insofar as such waiver can validly be made. Judgment upon the award may be entered by any court having jurisdiction thereof or having jurisdiction over the relevant Party or its assets. Company and Buyer will each pay their respective attorneys' fees and expenses. Notwithstanding the foregoing, Company reserves the right, in its sole and exclusive discretion, to assume responsibility for any or all of the costs of the arbitration.

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

ARTICLE TEN: MISCELLANEOUS

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

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

10.3. Entire Agreement: This Agreement, including the exhibits attached hereto and the materials incorporated herein by reference, constitutes the entire agreement between the Parties and supersedes all prior or contemporaneous agreements and understandings, both written and oral, between the Parties with respect to the subject matter hereof, including, without limitation, any public or other statements or presentations made by any Upthinity Limited Party about Memberships, the Upthinity Tokens, the Upthinity Software, the Upthinity Platform, Blockchain Tokens or any other tokens on the Upthinity Platform.

10.4. Severability: If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, inoperative or unenforceable for any reason, the provision shall be modified to make it valid and, to the extent possible, effectuate the original intent of the Parties as closely as possible in an acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the fullest extent possible.

10.5. Modification of Agreement: Company may modify this Agreement at any time by posting a revised version on the Website, available at <https://Upthinity.io>. The modified terms will become effective upon posting. It is Buyer's responsibility to check the Website regularly for modifications to this Agreement. This Agreement was last modified on the date listed at the beginning of this Agreement.

10.6. Termination of Agreement; Survival: This Agreement will terminate upon the completion of the Upthinity Token Distribution. Company reserves the right to terminate this Agreement, in its sole discretion, in the event that Buyer breaches this Agreement. Upon termination of this Agreement:

- a) all of Buyer's rights under this Agreement immediately terminate;
- b) Buyer is not entitled to a refund of any amount paid; and
- c) Articles 3, 4, 6, 7, 8, 9, and 10 will continue to apply in accordance with their terms.

10.7. No Waivers: The failure by Company to exercise or enforce any right or provision of this Agreement will not constitute a present or future waiver of such right or provision nor limit Company's right to enforce such right or provision at a later time. All waivers by Company must be unequivocal and in writing to be effective.

10.8. No Partnership; No Agency; No Third-Party Beneficiaries: Nothing in this Agreement and no action taken by the Parties shall constitute, or be deemed to constitute, a partnership, association, joint venture or other co-operative entity between the Parties. Nothing in this Agreement and no action taken by the Parties pursuant to this Agreement shall constitute, or be deemed to constitute, either Party the agent of the other Party for any purpose. No Party has, pursuant to this Agreement, any authority or power to bind or to contract in the name of the other Party. This Agreement does not create any third-party beneficiary rights in any person.

10.9. Electronic Communications: Buyer agrees and acknowledges that all agreements, notices, disclosures and other communications that Company provides Buyer pursuant to this Agreement or in connection with or related to Buyer's purchase of a Membership and/or receipt of Upthinity Tokens, including this Agreement, may be provided by Company, in its sole discretion, to Buyer, in electronic form.

EXHIBIT A

Upthinity TOKEN DISTRIBUTION

The Upthinity Token Distribution will take place within the 3rd or 4th quarter of 2018 after the blockchain has been developed and tested.

Memberships representing up to 375,000,000 Upthinity Tokens sold during the presale period will be distributed during the Upthinity Token Distribution.

Unsold Memberships and the associated underlying tokens from previous rounds will be moved into the next round. The sale will automatically go to the next round when Memberships/Tokens are sold out in the prior round.

All Unsold Tokens from the 375,000,000 Upthinity Tokens pool at the end of the Upthinity Token Distribution will be burned respectively at the discretion of Upthinity leadership.

This document does not constitute legal advice and should not be relied on by any person. It is designed for general informational purposes only. Developers, purchasers, investors and any other participant in a token system should consult their own counsel.