

USC Tokens Purchase Agreement

Please read the USC token purchase agreement and terms of use and confirm the facts in the checkboxes below in order to proceed

Last updated: August 1, 2018

This USC Token Purchase Agreement (this “Agreement”) contains the terms and conditions that govern your use of USC distribution smart contract (the “USC Distribution Contract”); use of the related ERC-20 USC Token smart contract (the “USC Token Contract”); and purchase of the related ERC-20 compatible tokens distributed on the Ethereum blockchain (the “USC Tokens”) and is an agreement between you or the entity that you represent (“Buyer” or “you”) и catscoin.net (“catscoin.net”, together with its parent company, subsidiaries and affiliates, “Company”). Buyer, catscoin.net 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, Company and Buyer hereby agree as follows:

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

Buyer acknowledges, understands and agrees to the following:

- **MATTERS RELATING TO USC AND CATSCOIN.NET PLATFORM:**
catscoin.net is developing the USC and CATSCOIN secured by smart contracts as further described in USC Token Purchase Agreement, in USC Token Technical White Paper (as it may be amended from time to time) (the “White Paper”);
- **BINDING AGREEMENT:** Buyer understands and agrees that Buyer is subject to and bound by this Agreement by virtue of Buyer’s purchase of USC Tokens.
- **BUYER RESTRICTIONS:** USC Tokens are not being offered or distributed to U.S. persons (as defined below) or Chinese persons (as defined below). If you are citizen, resident of, or a person located or domiciled in the United States of America including its states, territories of the District of Columbia or any entity, including, without limitation, any corporation or partnership created or organised in or under the laws of the United States of America, any state or territory thereof or District of Columbia (a “U.S. person”), or, 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 organised in or under the laws of People’s Republic of China (a “Chinese Person”), do not purchase or attempt to purchase USC Tokens.
- **USC TOKENS HAVE NO RIGHTS, USES OR ATTRIBUTES:** The USC Tokens do not have any rights, uses, purpose, attributes, functionalities or features, express or implied, including, without limitation, any uses, purpose, attributes, functionalities or features. Company does not guarantee and is not representing in any way to Buyer that the USC Tokens have any rights, uses, purpose, attributes, functionalities or features.
- **NOT A PURCHASE OF USC PLATFORM TOKENS:** USC Tokens purchased under this Agreement are not tokens on the USC Platform. 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.

- PURCHASE OF USC TOKENS ARE NON-REFUNDABLE AND PURCHASES CANNOT BE CANCELLED. BUYER MAY LOSE ALL AMOUNTS PAID.
- USC TOKENS MAY HAVE NO VALUE.
- COMPANY RESERVES THE RIGHT TO REFUSE OR CANCEL USC TOKENS 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 ARBITRATION RULES IN SECTION 9.2

1.1. This agreement shall be effective and binding on the Parties when Buyer: (a) clicks the checkbox on the official website <https://catscoin.net/> (the "Website") to indicate that Buyer has read, understands and agrees to the terms of this Agreement; or, if earlier (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 understood this Agreement and the terms on which Buyer is bound.

1.2. Company has established Terms of Use, as may be amended from time to time. Buyer has read, understands and agrees to those terms.

1.3. Company has prepared the White Paper, which is available at <https://catscoin.net/> describing matters relating to USC smart contract. White Paper may be amended from time to time. Buyer has read and understands the White Paper and its contents.

1.4. USC Tokens

- a. As mentioned above, the USC Tokens do not have any rights, uses, purpose, attributes, functionalities or features, express or implied. Although USC Tokens may be tradable, they are not an investment, currency, security, commodity, a swap on currency, security or commodity or any other kind of financial instrument.
- b. Buyer acknowledges and understands that the proceeds from the sale of the USC Tokens will be utilized by Company in its sole discretion.

ARTICLE 2: Allocation and Distribution of USC Tokens

2.1. Catscoin.net Tokens intends to allocate and distribute USC Tokens (the "USC Token Distribution") in accordance with USC Token Technical White Paper which includes details regarding the timing (the "USC Distribution Period") and pricing of the USC Token Distribution and the amount of USC Tokens that will be distributed. During the USC Tokens Distribution Period, catscoin.net will provide specific procedures on how Buyer should purchase USC Tokens through the official Website. By purchasing USC Tokens, 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 USC Tokens. Any buyer of USC Tokens may lose some or all of the amounts paid in exchange for USC Tokens, regardless of the purchase date. The access or use of the USC Distribution Contract, access or use of the USC Token Contract and/or the receipt or purchase of USC through any other means other than the official Website are not

sanctioned or agreed to in any way. Buyer should take great care that the website used to purchase USC Tokens has the following universal resource locator (URL):

<https://catscoin.net/>.

2.2. The USC Tokens are not being offered to U.S. persons or Chinese persons. U.S. persons and Chinese persons are strictly prohibited and restricted from using the USC Distribution Contract, using the USC Token Contract and/or purchasing USC Tokens. If a U.S. person or a Chinese person uses the USC Distribution Contract, uses the USC Token Contract and/or purchases USC 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 U.S. person or a Chinese person as Buyer of Buyer has entered into this Agreement of has purchased USC Tokens on behalf of a U.S. person or a 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 U.S. person or Chinese person who uses the USC Distribution Contract, uses the USC Token Contract and/or purchases USC Tokens or enters this Agreement on an unlawful, unauthorized or fraudulent basis shall be solely liable for. Catscoin.net defends its interests and interests of employees, officers, directors, contractors, consultants, equity holders, suppliers, vendors, service providers, parent companies, subsidiaries, affiliates, agents, representatives, predecessors, successors and assigns 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")

2.3. 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 USC Tokens, including people who may work on the development and implementation of the USC software of who may work for catscoin.net's future businesses which catscoin.net may establish with a portion of the proceeds from the USC Token Distribution. All such catscoin.net parties will participate on the same terms as every other buyer of USC Tokens and will be bound by this Agreement.

2.4. The USC Tokens will be distributed to buyers thereof pursuant to USC Token Technical White Paper. None of the catscoin.net 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 USC Distribution Contract, the USC Token Contract or the USC Tokens or their utility, or ability of anyone to purchase or use the USC Tokens. Without limiting the foregoing, none of the catscoin.net parties represent or warrant that the process of purchasing the USC Tokens or receiving the USC Tokens will be uninterrupted or error-free or that the USC Tokens are liable and error-free. As a result, Buyer acknowledges and understands that Buyer may never receive USC Tokens and may lose the entire amount Buyer paid to Company. Buyer shall provide an accurate digital wallet address to Company.

2.5. The sale of USC Tokens and USC Tokens themselves are not securities, commodities, swaps on either securities or commodities or a financial instrument of any kind. Purchases and sales of USC Tokens are not subject to the protection of any laws governing those types of financial instruments. This Agreements 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, commodity, or a swap on either a security or commodity.

2.6. Buyer should not participate in the USC Token Distribution or purchase USC Tokens for investment purposes. USC Tokens are not designed for investment purposes and should not be considered as a type of investment.

2.7. Buyer acknowledges and agrees that Buyers is not purchasing USC Tokens for purposes of investment, speculation, as some type of arbitrage strategy, for immediate resale or other financial purposes.

ARTICLE 3: OTHER RIGHTS

3.1. The purchase of USC Tokens: (a) 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; (b) is not a loan to company; and (c) does not provide Buyer with any ownership or other interest in Company.

3.2. 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, formulae, 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.

4.1. Security and Data Privacy.

- a. 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 USC 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 USC Tokens and/or access to Buyer's account. Company is under no obligation to recover any USC Tokens and Buyer acknowledges, understands and agrees that all purchases of USC Tokens are non-refundable and Buyer will not receive money or other compensation for any USC Tokens purchased.
- b. 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 or government identification cards. 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 USC Tokens to Buyer until such requested information is provided.

4.2. Taxes. Buyer acknowledges, understands and agrees that: (a) the purchase and receipt of USC Tokens may have tax consequences for Buyer; (b) Buyer is solely responsible for Buyer's compliance with Buyer's tax obligations; and (c) Company bears no liability or responsibility with respect to any tax consequences to Buyer.

ARTICLE 5: Buyer's represents and warrants

Buyer represents and warrants to each of the catscoin.net parties that:

5.1. Buyer is not a U.S. person or a Chinese person.

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

- a. If an individual, Buyer is at least 18 years old and of sufficient legal age and capacity to purchase USC Tokens.
- b. If a legal 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. 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: (a) any provision of Buyer's organizational documents, if applicable; (b) any provision of any judgment, decree or order to which Buyer is a party, by which it is bound, or which any of its material assets are subject; (c) any material agreement, obligation, duty or commitment to which Buyer is a party or by which it is bound; or (d) any laws, regulations or rules applicable to Buyer.

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

5.5. Buyer is not subject to any of the disqualifying events listed in Rule 506(d)(1) of Regulation D under the 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 has sufficient knowledge and experience in business and financial matters, including a sufficient understanding of blockchain and 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 USC Tokens, including but not limited, to the matters set forth in this Agreement, and is able to bear the risks thereof, including loss of amounts paid, loss of USC Tokens. Buyer has obtained sufficient information in order to make an informed decision to purchase USC Tokens.

5.7. Funds; Payments.

- a. Funds. The funds, including any fiat, virtual currency or cryptocurrency, Buyer uses to purchase USC Tokens 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 USC Tokens to finance, engage in, or otherwise support any unlawful activities.
- b. 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 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.

- a. 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.
- b. Sanction Compliance. Neither Buyer, nor any person having a direct or indirect beneficial interest in Buyer or USC Tokens being acquired by Buyer, or any person from whom Buyer is acting as agent or nominee in connection with USC 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 or country-wide or territory-wide Sanctions.

ARTICLE 6: Denial of responsibility

6.1. Buyer expressly acknowledges, understands and agrees that Buyer is using the USC Distribution Contract, the USC Token Contract and purchasing USC Tokens at the Buyer's sole risk and that all of the above listed are each provided, used and acquired on "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. COMPANY DOES NOT MAKE AND EXPRESSLY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS, IMPLIED OR STATUTORY; AND WITH RESPECT TO THE USC DISTRIBUTION CONTRACT, THE USC TOKEN CONTRACT AND THE USC 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.

ARTICLE 7: Risks

USC 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 USC Tokens (including those not discussed herein), all of which could render the USC Tokens worthless or of little value:

- 7.1. USC Tokens have no rights, uses, purpose, attributes, functionalities or features, express or limited.
- 7.2. Buyer should not purchase USC Tokens in reliance on the USC Platform because USC Tokens are not usable on the USC Platform and do not entitle Buyer to anything with respect to the USC Platform.
- 7.3. The distribution of USC Tokens will occur at the end of each set period during the USC Distribution Period. The purchase price a buyer receives for USC Tokens depends upon the actions of all other users sending ether ("ETH") to the USC Token Contract during the same period. Everyone sending ETH during the same period receives the same price. It is possible for other people to send in a large amount of ETH after Buyer and dramatically increase the price Buyer and everyone else pays per USC Token received. There are no guarantees as to the price of USC Tokens purchased by Buyer and no guarantees that the price per USC Token determined each period by the market will be equal to or higher in the subsequent periods of the USC Distribution Period. There is the possibility that the price per USC Token

in subsequent periods of the USC Distribution Period falls below the price paid by initial buyers of USC Tokens during the USC Distribution Period. Catscoin.net reserves the right to change the duration of the USC Distribution Period for any reason, including, without limitation, bugs in the USC Distribution Contract or the USC Token Contract or the unavailability of the Website or other unforeseen procedural or security issues.

7.4. Blockchain Delay Risk. On the Ethereum 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 USC 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 USC Tokens the same day Buyer sends ETH.

7.5. 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 or Buyer's transaction may not be included at all.

7.6. Ability to Transact or Resell. Buyer may be unable to sell or otherwise transact in USC Tokens at any time, or for the price Buyer paid. By using the USC Distribution Contract or the USC Token Contract or by purchasing USC Tokens, Buyer acknowledges, understands and agrees that: (a) USC Tokens may have no value; (b) there is no guarantee or representation of liquidity for the USC Tokens; and (c) the catscoin.net Parties are not and shall not be responsible for or liable for the market value of USC Tokens, the transferability and/or liquidity of USC Tokens and/or the availability of any market for USC Tokens through third parties or otherwise.

7.7. Token Security. USC Tokens may be subject to expropriation and or/theft. Hackers or other malicious groups or organizations may attempt to interfere with the USC Distribution Contract, the USC Token Contract or the USC 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 USC Tokens are based on open source software, there is the risk that Ethereum smart contracts may contain intentional or unintentional bugs or weaknesses which may negatively affect the USC Tokens or result in the loss of Buyer's USC Tokens, the loss of Buyer's ability to access or control Buyer's USC Tokens or the loss of ETH in Buyer's account. In the event of such a software bug or weakness, there may be no remedy and holders of USC Tokens are not guaranteed any remedy, refund or compensation.

7.8. USC Tokens purchased 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 USC Tokens will result in loss of such USC Tokens, access to Buyer's USC 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 USC Tokens. Company is not responsible for any such losses.

7.9. Buyer acknowledges and understands that USC Tokens will become non-transferable within twenty-three (23) hours after the end of the USC Distribution Period. At this time, Buyer will no longer be able to map a public key to Buyer's account and Buyer will not be able to transfer USC Tokens on the Ethereum blockchain. Some cryptocurrency exchanges

may on their own accord enable USC Tokens to continue trading, but the exchanges will be unable to accept new deposits or authorize withdrawals of USC Tokens.

7.10. If Buyer sends ETH to the USC Token Contract from an exchange or an account that Buyer does not control, pursuant to the USC Token Contract, USC Tokens will be allocated to the account that has sent ETH; therefore, Buyer may never receive or be able to recover Buyer's USC Tokens. Furthermore, if Buyer chooses to maintain or hold USC Tokens through a cryptocurrency exchange or other third party, Buyer's USC Tokens may be stolen or lost. By using the USC Distribution Contract, using the USC Token Contract and/or by purchasing USC Tokens, Buyer acknowledges and agrees that Buyer sends ETH to the USC Token Contract through an exchange account and/or holds USC Tokens on a cryptocurrency exchange or with another third party at Buyer's own and sole risk.

7.11. 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 USC Tokens in various ways, including, for example, through a determination that USC Tokens are regulated financial instruments that require registration. Company may cease the distribution of USC Tokens or cease operations in a jurisdiction in the event that governmental actions make it unlawful or commercially undesirable to continue to do so.

7.12. 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 USC Token.

ARTICLE 8: Limitation of liability

8.1. To the fullest extent permitted by applicable law, Buyer disclaims any right or cause of action against the Company. Company shall not be liable to Buyer for any type of Damages, even if and notwithstanding the extent a catscoin.net Party has been advised of the possibility of such Damages. Buyer agrees not to seek any refund, compensation or reimbursement from a Company, regardless of the reason, and regardless of whether the reason is identified in this Agreement.

8.2. In no circumstances will the aggregate joint liability for Damages to Buyer under this Agreement exceed the amount received by Company from Buyer.

8.3. 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, labour 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. To the fullest extent permitted by applicable law, Buyer releases catscoin.net from responsibility, liability, claims, demands, 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.

8.4. To the fullest extent permitted by applicable law, Buyer will accept risks of any proceedings, claims, Damages, demands, and actions (including without limitation fees and expenses of counsel) arising from or related to: 1) Buyer's purchase or use of USC tokens; 2) Buyer's responsibilities or obligations under this Agreement; 3) Buyer's breach of or violation of this Agreement; 4) any inaccuracy in any representation or warranty of Buyer; 5) Buyer's violation of any rights of any other person or entity; and/or 6) any act or omission of Buyer's that is negligent, unlawful or constitutes willful misconduct. Company reserves the right to exercise sole control over the defence, at Buyer's expense, of any claim subject to indemnification under this section. This indemnity is an addition to, and not in lieu of, any other indemnities set forth in a written agreement between Buyer and Company.

ARTICLE 9: Dispute Resolution.

9.1. 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.

9.2. 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. 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 10: MISCELLANEOUS

10.1. This Agreement shall be governed in all respects, including as to validity, interpretation and effect, by the laws of the Cayman 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. Buyer shall not assign this Agreement without the prior written consent of catscoin.net. 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 Party about the USC Tokens, the Software, the Platform, Blockchain Tokens or any other tokens.

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://>. 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. This Agreement will terminate upon the completion of all sales in the USC 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. 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. 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 USC Tokens, including this Agreement, may be provided by Company, in its sole discretion, to Buyer, in electronic form.