

# TERMS OF PURCHASE US GOLD CURRENCY – USG TOKENS

Purchaser acknowledges, understands and agrees to the following:

BINDING AGREEMENT: Purchaser understands and agrees that Purchaser is subject to and bound by this Agreement by virtue of Purchaser's purchase of USG Tokens.

The USG 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 on the USG Platform (the "Platform"). Company does not guarantee and is not representing in any way to Purchaser that the USG Tokens have any rights, uses, purpose, attributes, functionalities or features.

PURCHASE OF USG TOKENS ARE NON-REFUNDABLE AND PURCHASES CANNOT BE CANCELLED. PURCHASER MAY LOSE ALL AMOUNTS PAID.

## Article 1

# ACCEPTANCE OF AGREEMENT AND PURCHASE OF USG TOKENS

## Section 1.1 USG Tokens.

Section 1.2 <u>Purpose</u>. Each USG Tokens represents the right to receive one 1 oz. American Eagle Gold Coin ("AE Coin") and the beneficial ownership of such coin, which shall be owned for the benefit of the holder and stored in a secure vault pending redemption by the holder. The USG Tokens do not have any rights, uses, purpose, attributes, functionalities or features, express or implied. The USG Tokens represent the ownership of a US Currency and as such are subject to rules regarding the sale of currencies. USG Tokens are not designed to be an investment, security, commodity, a swap on a currency, security or commodity, or any other kind of financial instrument. Upon purchase of a USG Token, Seller will transfer one AE Coin to a trustee who will act as owner of the AE Coin for the benefit of the holder of the USG Token until such AE Coin is redeemed. The AE Coin will be stored in a secure facility until such time.

## Article 2

## **USG TOKEN DISTRIBUTION**

Section 2.1 <u>Allocation and Distribution of USG Tokens</u>. By purchasing USG Tokens, Purchaser represents and acknowledges that Purchaser understands and has no objection to such procedures and specifications set forth on the US Gold Currency website located at <a href="https://www.usgold.io">www.usgold.io</a> ("Website") and the USG Distribution Contract located on the Website. Failure to use the Website and follow such procedures may result in Purchaser not receiving any USG Tokens. Any Purchaser of USG Tokens may lose some or all of the amounts paid for USG Tokens. The Seller has established a User Agreement, as may be amended from time to time, for the Website located at <a href="https://www.usgold.io/user-agreement">https://www.usgold.io/user-agreement</a> which User Agreement is hereby incorporated herein by reference. Purchaser has read, understands and agrees to those terms.

Section 2.2 <u>No Representations and Warranties</u>. Except as set forth herein, Seller makes no 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 USG Distribution Contract or the USG Tokens or their utility, or the ability of anyone to purchase or use the USG Tokens for any purpose. Without limiting the foregoing, Seller does not represent or warrant that the process of purchasing and/or receiving the USG Tokens will be uninterrupted or error-free or



that the USG Tokens are reliable and error-free. As a result, Purchaser acknowledges and understands that Purchaser may never receive USG Tokens and may lose the entire amount Purchaser paid to Seller. Purchaser shall provide an accurate digital wallet address to Seller for receipt of any USG Tokens distributed to Purchaser.

Section 2.3 Not an Offering of Securities, Commodities, or Swaps. The sale of USG Tokens is not an offering of sale or to purchase securities and the USG Tokens themselves are not securities, commodities, swaps on either securities or commodities, or a financial instrument of any kind. Purchaser acknowledges and agrees that the purchase and sale of USG 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 does 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.

## Article 3

#### NO OTHER RIGHTS CREATED

Section 3.1 No Claim, Loan or Ownership Interest. The purchase of USG Tokens: (a) represents a digital representation of beneficial ownership of an actual 1oz American Eagle Gold Coin and entitles the Purchaser to receive such coin upon request and does not provide Purchaser with rights of any form with respect to any revenues or assets in Seller, 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 debt obligation of or a loan to Seller; and (c) does not provide Purchaser with any equity ownership or other interest in Seller or Company.

Section 3.2 <u>Intellectual Property</u>. 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. Purchaser may not use any of Company's intellectual property for any reason without Company's prior written consent.

## Article 4

## **SECURITY AND DATA; TAXES**

# Section 4.1 Security and Data Privacy.

- (a) <u>Purchaser's Security</u>. Purchaser will implement reasonable and appropriate measures designed to secure access to: (i) any device associated with Purchaser and utilized in connection with Purchaser's purchase of USG Tokens; (ii) private keys to Purchaser's wallet or account; and (iii) any other username, passwords or other login or identifying credentials. In the event that Purchaser is no longer in possession of Purchaser's private keys or any device associated with Purchaser's account or is not able to provide Purchaser's login or identifying credentials, Purchaser may lose all of Purchaser's USG Tokens and/or access to Purchaser's account. Seller is under no obligation to recover any USG Tokens and Purchaser will not receive a return of money or other compensation for any USG Tokens purchased.
- (b) Additional Information. Upon Seller request, Purchaser will immediately provide to Seller information and documents that the Seller, 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. Purchaser consents to Seller disclosing such information and documents in order to comply with applicable laws, regulations, rules or agreements. Purchaser acknowledges that Company may refuse to distribute USG Tokens to Purchaser until such requested information is provided.



Section 4.2 <u>Taxes</u>. Purchaser acknowledges, understands and agrees that: (a) the purchase and receipt of USG Tokens may have tax consequences for Purchaser; (b) Purchaser is solely responsible for Purchaser's compliance with Purchaser's tax obligations; and (c) Seller bears no liability or responsibility with respect to any tax consequences to Purchaser.

## Article 5

## REPRESENTATIONS AND WARRANTIES OF PURCHASER

By buying USG Tokens, Purchaser represents and warrants to Seller that:

- Section 5.2. <u>Authority</u>. Purchaser has all requisite power and authority to execute and deliver this Agreement, to use the USG Distribution Contract and purchase USG Tokens, and to carry out and perform its obligations under this Agreement.
- (a) If an individual, Purchaser is at least 18 years old and of sufficient legal age and capacity to purchase USG Tokens.
- (b) If an entity or other legal person, Purchaser is duly organized, validly existing and in good standing under the laws of its domiciliary jurisdiction and each jurisdiction where it conducts business.
- Section 5.2 <u>No Conflict</u>. 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 Purchaser's organizational documents, if applicable; (b) any provision of any judgment, decree or order to which Purchaser is a party, by which it is bound, or to which any of its material assets are subject; (c) any material agreement, obligation, duty or commitment to which Purchaser is a party or by which it is bound; or (d) any laws, regulations or rules applicable to Purchaser.
- Section 5.3 <u>No Consents or Approvals</u>. The execution and delivery of, and performance under, this Agreement require no approval or other action from any governmental authority or person other than Purchaser.
- Section 5.4 <u>Purchaser Status</u>. Purchaser 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 "<u>Purchaser Event</u>"), and there is no proceeding or investigation pending or, to the knowledge of Purchaser, threatened by any governmental authority, that would reasonably be expected to become the basis for a Purchaser Event.
- Section 5.5 <u>Purchaser Knowledge and Risks of Project</u>. Purchaser 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 Purchaser's purchase of USG 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 USG Tokens. Purchaser has obtained sufficient information in order to make an informed decision to purchase USG Tokens.

# Section 5.6 Funds; Payments.

- (a) <u>Funds</u>. The funds, including any fiat, virtual currency or cryptocurrency, Purchaser uses to purchase USG Tokens are not derived from or related to any unlawful activities, including but not limited to money laundering or terrorist financing, and Purchaser will not use the USG Tokens to finance, engage in, or otherwise support any unlawful activities.
- (b) <u>Payments</u>. All payments by Purchaser under this Agreement will be made only in Purchaser'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.

# Section 5.7 Miscellaneous Regulatory Compliance.

- (a) <u>Anti-Money Laundering: Counter-Terrorism Financing</u>. To the extent required by applicable law, Purchaser agrees to comply with all anti-money laundering and counter-terrorism financing requirements which the Seller may require.
- (b) <u>Sanctions Compliance</u>. Neither Purchaser, nor any person having a direct or indirect beneficial interest in Purchaser or USG Tokens being acquired by Purchaser, or any person for whom Purchaser is acting as agent or nominee in connection with USG Tokens, is the subject of sanctions administered or enforced by any country or government (collectively, "<u>Sanctions</u>") or is organized or resident in a country or territory that is the subject of country-wide or territory-wide Sanctions.

## Article 6

#### **DISCLAIMERS**

Section 6.1 Purchaser expressly acknowledges, understands and agrees that Purchaser is purchasing USG Tokens at the Purchaser's sole risk and that the USG 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 Purchaser shall rely on its own examination and investigation thereof.

No Representation of Warranty. (A) SELLER DOES NOT MAKE AND EXPRESSLY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS, IMPLIED OR STATUTORY; AND (B) WITH RESPECT TO THE USG TOKENS, SELLER SPECIFICALLY DOES NOT REPRESENT OR 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 7

#### RISKS

PURCHASER MAY LOSE ALL AMOUNTS PAID. Purchaser has carefully reviewed, acknowledges, understands and assumes the following risks, as well as all other risks associated with the USG Tokens (including those not discussed herein), all of which could render the USG Tokens worthless or of little value:

- Section 7.1 <u>Basis for Purchase</u>. Purchasing USG Tokens is at Purchaser's sole risk and that the USG 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 Seller. Purchaser must rely on its own examination and investigation thereof.
- Section 7.2 <u>Purchase Price Risk</u>. There are no guarantees as to the price of USG Tokens purchased by Purchaser and no guarantees that the price per USG Token determined for each period by the market will be equal to or higher than the price paid by Purchaser. There is the possibility that the price per USG Token will fall below the price paid by initial Purchasers of USG Tokens during the Distribution Period.
- Section 7.3 <u>Blockchain Delay Risk</u>. On the Ethereum blockchain, timing of block production is determined by proof of work so block production can occur at random times. For example, Token transfers in a given open ledger may



not be included in the next last-closed ledger, and may be included in the candidate set for the beginning of the consensus process on the next open ledger. As a result, the last-closed ledger may not include Purchaser's transaction at the time Purchaser expects and Purchaser may not receive Tokens on the same day Purchaser purchases the Tokens; or, ETH contributed to the USG Distribution Contract in the final seconds of a distribution period may not get included for that period. Purchaser acknowledges and understands that the Ethereum blockchain may not include the Purchaser's transaction at the time Purchaser expects and Purchaser may not receive USG Tokens the same day Purchaser sends ETH.

- Section 7.4 <u>Ethereum Blockchain</u>. 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. Purchaser acknowledges and understands that Ethereum block producers may not include Purchaser's transaction when Purchaser wants or Purchaser's transaction may not be included at all.
- Section 7.5 <u>Third Party Attacks</u>. Transactions within the Platform may be delayed or lost due to operational error or malicious attacks by third parties. Purchaser acknowledges and understands that the last-closed ledger may not include Purchaser's transaction when Purchaser wants or expects and that Purchaser's transaction may be excluded or discarded entirely.
- Section 7.6 <u>Operational Error</u>. Purchaser may lose the entire amount Purchaser paid to Company for such USG Tokens as a result of interruptions and operational errors in the process of purchasing or receiving the USG Tokens.
- Section 7.7 <u>Ability to Transact or Resell</u>. Purchaser may be unable to sell, transfer, liquidate or otherwise transact in USG Tokens at any time,
- Section 7.8 <u>Token Security</u>. USG Tokens may be subject to expropriation and or/theft. Hackers or other malicious groups or organizations may attempt to interfere with the USG 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 USG 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 USG Tokens or result in the loss of Purchaser's USG Tokens, the loss of Purchaser's ability to access or control Purchaser's USG Tokens or the loss of ETH in Purchaser's account. In the event of such a software bug or weakness, there may be no remedy and holders of USG Tokens are not guaranteed any remedy, refund or compensation.
- Section 7.9 Access to Private Keys. USG Tokens purchased by Purchaser may be held by Purchaser in Purchaser'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 Purchaser's digital wallet or vault storing USG Tokens will result in loss of such USG Tokens, access to Purchaser's USG 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 Purchaser uses, may be able to misappropriate Purchaser's USG Tokens. Company is not responsible for any such losses.
- Section 7.10 <u>Tax Consequences</u>. The purchase and receipt of USG Tokens may have tax consequences for Purchaser. Purchaser is solely responsible for Purchaser's compliance with Purchaser's tax obligations.
- Section 7.12. <u>Failure to Map a Public Key to Purchaser's Account</u>. Failure of Purchaser to map a public key to Purchaser's account may result in third parties being unable to recognize Purchaser's USG Token balance on the Ethereum blockchain.
- Section 7.11 Exchange & Counterparty Risks. If Purchaser sends ETH from an exchange or an account that Purchaser does not control, USG Tokens will be allocated to the account that has sent ETH; therefore, Purchaser may never receive or be able to recover Purchaser's USG Tokens. Furthermore, if Purchaser chooses to maintain or hold USG Tokens through a cryptocurrency exchange or other third party, Purchaser's USG Tokens may be stolen or lost. In addition, third parties may not recognize Purchaser's claim to any derivative tokens if and when launched by third parties according to the distribution rules set in the Platform. By using the USG Distribution Contract and/or by purchasing USG Tokens, Purchaser



acknowledges and agrees that Purchaser sends ETH to the USG Distribution Contract through an exchange account and/or holds Tokens on a cryptocurrency exchange or with another third party at Purchaser's own and sole risk.

Section 7.12 <u>Uncertain Regulatory Framework</u>. 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 USG Tokens in various ways, including, for example, through a determination that USG Tokens are regulated financial instruments that require registration.

## Article 8

## LIMITATION OF LIABILITY; INDEMNIFICATION

- Section 8.1 <u>Limitation of Liability</u>. To the fullest extent permitted by applicable law, Purchaser disclaims any right or cause of action against Seller of any kind in any jurisdiction that would give rise to any damages whatsoever, on the part of Seller. Seller shall not be liable to Purchaser for any type of damages, whether direct, indirect, incidental, special, punitive, consequential or exemplary (including damages for lost profits, goodwill, use or data), even if and notwithstanding the extent to which Seller has been advised of the possibility of such damages. Purchaser agrees not to seek any refund, compensation or reimbursement from a Seller Party, regardless of the reason, and regardless of whether the reason is identified in this Agreement.
- Section 8.2 <u>Damages</u>. In no circumstances will the aggregate joint liability of Seller Parties, whether in contract, warrant, tort or other theory, for damages to Purchaser under this Agreement exceed the amount received by Seller from Purchaser.
- Section 8.3 Force Majeure. Purchaser understands and agrees that Seller shall not be liable and disclaims all liability to Purchaser 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.
- Section 8.4 <u>Release</u>. To the fullest extent permitted by applicable law, Purchaser releases Seller from responsibility, liability, claims, demands, and/or damages of every kind and nature, known and unknown (including, but not limited to, claims of negligence), arising out of or related to disputes between Purchaser and the acts or omissions of third parties.

## Section 8.5 Indemnification.

- (a) To the fullest extent permitted by applicable law, Purchaser will indemnify, defend and hold harmless and reimburse Seller from and against any and all actions, proceedings, claims, damages, demands and actions (including without limitation fees and expenses of counsel), incurred by Seller arising from or relating to: (i) Purchaser's purchase or use of USG Tokens; (ii) Purchaser's responsibilities or obligations under this Agreement; (iii) Purchaser's breach of or violation of this Agreement; (iv) any inaccuracy in any representation or warranty of Purchaser; (v) Purchaser's violation of any rights of any other person or entity; and/or (vi) any act or omission of Purchaser that is negligent, unlawful or constitutes willful misconduct.
- (b) Seller reserves the right to exercise sole control over the defense, at Purchaser'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 Purchaser and Seller.



## **DISPUTE RESOLUTION**

Section 9.1 <u>Informal Dispute Resolution</u>. Purchaser and Seller 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 "<u>Dispute</u>"). 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.

Section 9.2 <u>Binding Arbitration</u>. 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 rules of the state of Wyoming 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 Seller. The seat, or legal place, of arbitration shall be Salt Lake City, Utah. 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 ("<u>Binding Arbitration</u>"). 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. Seller and Purchaser will each pay their respective attorneys' fees and expenses.

Section 9.3 No Class Arbitrations, Class Actions or Representative Actions. Any dispute arising out of or related to this Agreement is personal to Purchaser and Seller 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

Section 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 Wyoming, 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.

Section 10.2 <u>Assignment</u>. Purchaser shall not assign this Agreement without the prior written consent of Seller. Any assignment or transfer in violation of this Section 8.2 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.

Section 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 Seller about the USG Tokens.

Section 10.4 <u>Severability</u>. 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.



Section 10.5 <u>Modification of Agreement</u>. Seller may modify this Agreement at any time by posting a revised version on the Website. The modified terms will become effective upon posting. It is Purchaser'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.

Section 10.6 <u>Termination of Agreement; Survival</u>. Seller reserves the right to terminate this Agreement, in its sole discretion, in the event that Purchaser breaches this Agreement. Upon termination of this Agreement: (a) all of Purchaser's rights under this Agreement immediately terminate; (b) Purchaser 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.

Section 10.7 <u>No Waivers</u>. The failure by Seller 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 Seller's right to enforce such right or provision at a later time. All waivers by Seller must be unequivocal and in writing to be effective.

Section 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 cooperative 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.

Section 10.9 <u>Electronic Communications</u>. Purchaser agrees and acknowledges that all agreements, notices, disclosures and other communications that Seller provides Purchaser pursuant to this Agreement or in connection with or related to Purchaser's purchase of USG Tokens, including this Agreement, may be provided by Seller, in its sole discretion, to Purchaser, in electronic form.

Section 10.10 <u>Token Price</u>. The Price per Token will be the quoted price for an American Eagle Gold Coin on the date of purchase payable in any of the following cryptocurrencies: BTC, ETH, and other cryptocurrencies as they become acceptable. They will be accepted as payment for tokens according to applicable exchange rates published on cryptocompare.com as of the time your unique deposit address receives Bitcoin or Ether from you as payment for USG Tokens.

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