

TOKEN PURCHASE AGREEMENT

LAST UPDATED: 13 FEBRUARY 2023

PURCHASERS ARE STRONGLY ENCOURAGED TO SEEK INDEPENDENT LEGAL, FINANCIAL AND TAX ADVICE REGARDING THEIR INDIVIDUAL CIRCUMSTANCES IN DETERMINING WHETHER TO PARTICIPATE IN THE OFFER AND SALE OF X11B TOKENS UNDER THIS AGREEMENT.

PLEASE READ CAREFULLY THIS DOCUMENT BEFORE MAKING ANY PAYMENTS FOR TOKENS, AS IT AFFECTS YOUR OBLIGATIONS AND LEGAL RIGHTS, INCLUDING BUT NOT LIMITED TO WAIVERS OF RIGHTS AND LIMITATIONS OF LIABILITY. IF YOU DO NOT AGREE WITH THIS DOCUMENT, DO NOT MAKE ANY PAYMENTS FOR TOKENS.

PLEASE READ THIS AGREEMENT CAREFULLY AND IN ITS ENTIRETY

This Token Purchase Agreement (“Agreement”) is entered into by and among You or the entity that you rightfully and legally represent (“Buyer” or “You”) and **Xeleven S.A.**, a company duly registered and existing under the laws of the Republic of Panama, Registration No. 155721161, having its registered address at Global Bank Tower, 18th Floor, Suite (Unit) No. 1801, 50th Street, Republic of Panama, Panama City (“Company” or “Seller”) and contains the terms and conditions that govern your purchase of Ethereum-based ERC20 compatible crypto-tokens X11 Bank Tokens (“X11b Tokens”) (<https://etherscan.io/token/0x12446a71FCedB10AdfD275A1BC78D69Ac3450d2a>) to be distributed through Ethereum ERC20 compatible token smart contract (“X11 Smart Contract”) or by other means. Buyer and Seller are herein referred to individually as a “Party” and collectively as the “Parties”.

RECITALS

WHEREAS, Seller is developing a blockchain-based platform X11 Platform (“X11 Platform”) and intends to conduct a token sale to raise funds to support the development and commercialization of the platform. The X11b Tokens will be sold on a non-refundable basis and will include a staking mechanism, where Buyer may earn additional tokens by holding and staking their X11b Tokens for a specified period of time. Buyer understands that the X11b Tokens do not represent equity, securities, or ownership interests in the Company;

NOW, THEREFORE, in consideration of the foregoing and the respective representations, warranties, covenants and agreements set forth in this Agreement, intending to be legally bound hereby and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Buyer and Seller as the Parties agree as follows:

BUYER ACKNOWLEDGES, UNDERSTANDS AND AGREES THAT:

A. BUYER IS SUBJECT TO AND BOUND BY THIS AGREEMENT IN ITS ENTIRETY;

- B. X11B TOKENS MAY HAVE NO VALUE. BUYER MAY LOSE ALL AMOUNTS PAID;
- C. ANY PRICE AND/OR OTHER AMOUNTS PAID FOR X11B TOKENS ARE NON-REFUNDABLE. PURCHASES CANNOT BE CANCELLED OR WITHDRAWN;
- D. COMPANY RESERVES THE RIGHT TO REFUSE OR CANCEL X11 TOKEN PURCHASE REQUESTS AT ANY TIME IN ITS SOLE DISCRETION AS WELL AS TO ARRANGE AND PERFORM ADDITIONAL X11 TOKEN DISTRIBUTIONS AND ANY RELATED DISTRIBUTION EVENTS;
- E. THIS AGREEMENT PROVIDES FOR PRE-DISPUTE RESOLUTION AND REQUIRES ARBITRATION FOR ANY DISPUTES RESOLVEMENT UNDER ARTICLE XI HEREOF.

I.

CERTAIN DEFINITIONS

Definitions.

“Damages” mean any real and potential damages, losses, liabilities, fees, costs or expenses of any kind, whether direct or indirect, consequential, compensatory, incidental, actual, exemplary, punitive or special, including any loss of business, revenues, profits, data, use, goodwill or other intangible losses.

“Dispute” means any dispute, controversy or claim based on, arising out of, relating to or in connection with this Agreement, including with respect to the formation, applicability, breach, violation, termination, validity or enforceability hereof.

“Distribution Period” means the time period during which Seller will be offering X11b Tokens for allocation and distribution.

“Effective Time” means the moment when the Agreement takes effect.

“Governmental Authority” means any applicable federal, state, provincial, territorial, municipal, local or foreign government, governmental authority, regulatory or administrative agency, governmental commission, department, board, bureau, ministry, agency or instrumentality, court or tribunal, in each case having jurisdiction with respect to a particular matter.

“Payment” means payment made by Buyer to Seller for X11b Tokens.

“Personal Account” means an account created for Buyer on Website after Buyer’s successful registration and authorization thereon, and used for X11b Tokens purchase.

“Website Terms” means terms and conditions of use applicable to the Website that are hereby incorporated by reference and the latest version is available at [...].

“U.S. dollars / USD / \$” means official currency of the United States of America.

“USDC” means ERC20 compatible stablecoin used for the purchase of X11b Tokens.

“USDT” means ERC20 compatible stablecoin used for the purchase of X11b Tokens.

“Website” means X11 Platform official website available at <https://bank11.io> .

“Whitepaper” means a marketing document describing X11 Platform and X11b Tokens, as well as other issues related thereto and associated therewith, the latest version of which is available at <https://bank11.io/whitepaper> .

(a) Construction and Interpretation. Unless the context of this Agreement otherwise requires, (i) words of any gender include each other gender; (ii) words using the singular or plural number also include the plural or singular number, respectively; (iii) the terms “hereof,” “herein,” “hereby,” “hereto” and derivative or similar words refer to this entire Agreement; (iv) the terms “Article” or “Section” refer to the specified Article or Section of this Agreement; (v) the word “including” shall mean “including, without limitation,” (vi) the word “or” shall be disjunctive but not exclusive.

(b) Unless the context of this Agreement otherwise requires, references to agreements and other documents shall be deemed to include all subsequent amendments and other modifications thereto.

(c) The language used in this Agreement shall be deemed to be the language chosen by the parties to express their mutual intent and no rule of strict construction shall be applied against any party.

(d) Whenever this Agreement refers to a number of days, such number shall refer to calendar days.

II.

X11B TOKENS SALE

II.1. Buyers Eligibility.

In order to be eligible to participate in X11 Token sale, Buyer must:

(a) have an Ethereum wallet that supports the ERC20 standard in order to receive X11b Tokens purchased. Seller reserves the right to prescribe guidance regarding specific wallet requirements;

(b) if an individual (natural person), be at least eighteen (18) years old;

(c) enter and certify any and all information that may be requested by Seller in order to comply with applicable laws and satisfy the ‘know your customer’ and applicable anti-money laundering and sanctions requirements.

II.2. Binding Agreement.

Buyer agrees to purchase and Seller agrees to sell X11b Tokens on the terms and under the conditions set forth herein. Buyer fully acknowledges, understands and agrees that it is subject to and bound by this Agreement and all terms incorporated by reference, including Terms of Website Use, White Paper.

II.3. Effective Time.

This Agreement takes effect when you (a) click an ‘Buy’ button, tick the check-box or other indicator of acknowledgement, understanding and agreement presented with the Agreement; or, if earlier, (b) when Company receives Payment.

II.4. Purchase Price.

(a) Purchase Price.

The purchase price per X11 Token in USDT (ERC-20) or USDC is as follows: 0,01.

(b) Staking Mechanism.

The X11b Tokens will include a staking mechanism, where Buyer may earn additional tokens by holding and staking their X11b Tokens for a specified period of time. The terms and conditions of the staking mechanism, including the staking period, the amount of additional tokens that may be earned, and any limitations or restrictions, are set forth in the Whitepaper or/and Website.

III.

EVENTS

III.1. Dissolution Event.

In case of any form of Company’s dissolution or liquidation, whether voluntary or involuntary, then all funds raised during the sale will be returned to Buyers after payment of all Company’s outstanding debts and liabilities.

IV.

COMPANY’S REPRESENTATIONS AND WARRANTIES

Seller hereby represents and warrants to Buyer as of the Effective Time as follows:

IV.1. Good Standing.

Seller is company duly organized and existing under the laws of Cyprus and has the power and authority to develop and operate X11 Platform.

IV.2. Due Authorization.

Execution, delivery and performance of this Agreement by the Company is, to the Company’s knowledge, within the power of the Company and has been duly authorized by all necessary actions on behalf of the Company.

IV.3. No Warranties.

SELLER HEREBY DISCLAIMS AND MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND (EXPRESS, IMPLIED OR STATUTORY) WITH RESPECT TO X11B TOKENS, X11B TOKENS ALLOCATION AND DISTRIBUTION, X11 SMART CONTRACT OR X11 PLATFORM. SELLER DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY REPRESENTATION OF WARRANTY, EXPRESS OR IMPLIED, INCLUDING ANY RELATING TO THE FUTURE OR HISTORICAL FINANCIAL CONDITION, RESULTS OF OPERATIONS, RESULTS OF X11 PLATFORM LAUNCH AND FUTURE OPERATION, AS WELL AS ANY WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ABSENCE OF ANY DEFECTS WITH RESPECT TO X11 SMART CONTRACT OR X11B TOKENS OR THEIR UTILITY, OR THE ABILITY OF ANYONE TO MAKE PAYMENTS, USE X11 SMART CONTRACT AND PURCHASE X11B TOKENS. WITHOUT LIMITING THE FOREGOING, NEITHER SELLER NOR ANY OF SELLER'S PARTIES REPRESENT OR WARRANT THAT THE PROCESS OF PURCHASING X11B TOKENS OR RECEIVING X11B TOKENS WILL BE UNINTERRUPTED OR ERROR-FREE OR THAT X11B TOKENS ARE RELIABLE AND ERROR-FREE. BUYER ACKNOWLEDGES AND UNDERSTANDS THAT BUYER MAY NEVER RECEIVE X11B TOKENS AND MAY LOSE ANY AND ALL MONEY AND/OR OTHER FUNDS, INCLUDING VIRTUAL CURRENCY OR CRYPTOCURRENCY, PAID FOR X11B TOKENS.

V.

BUYER'S REPRESENTATIONS AND WARRANTIES

Buyer hereby represents and warrants to Seller as of the Effective Time as follows:

V.1. Acceptance of the Agreement

Buyer has read and understood all of the terms of this Agreement, Terms of Website Use, Whitepaper and agrees to be bound by the Agreement.

V.2. Authority.

Buyer has all requisite power and authority to execute, deliver, carry out and perform its obligations under this Agreement, making Payments, purchase X11b Tokens.

(a) If an individual, Buyer is at least 18 years old or of any other higher sufficient legal age that can be established by any legal system applicable to Buyer to have full capacity to purchase X11b Tokens.

(b) If a legal person, Buyer is duly organized, validly existing and in good standing under the law of its domiciliary jurisdiction and each jurisdiction where it conducts business. Buyer has all requisite corporate power and authority to execute and deliver this Agreement and to consummate the transactions contemplated hereby.

V.3. Access to Information.

Buyer or Buyer's professional advisor has been granted the opportunity to ask questions and receive answers from the Company concerning the terms and conditions of X11b Tokens sale, X11 Platform, the Company, as well as to obtain additional information which Buyer or Buyer's professional advisor deems necessary to verify the accuracy of the information received.

V.4. Arm's-Length Transaction.

Buyer acknowledges and agrees that the offer and sale of X11b Tokens is an arm's-length transactions between the Company and the Buyer. The Company is not acting as the Buyer's agent or fiduciary. The Company assumes no advisory or fiduciary responsibility in favor of the Purchaser in connection with the said sale.

V.5. 'AS-IS' Status of X11b Tokens

Buyer acknowledges and agrees that X11b Tokens will be created and delivered to the Buyer on "AS-IS" basis.

V.6. No Right Against the Company

Buyer understands that the Buyer has no right against the Company or any other Person except in the event of the Company's intentional fraud.

V.7. Tax

Buyer bears sole responsibility for any taxes as a result of the matters and transactions that are subject to this Agreement and purchase, ownership, use, sale or other disposition of X11b Tokens.

V.8. No Conflict; Compliance with Laws.

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, or result in the breach of, any applicable law, the memorandum and articles of association, articles of incorporation, by laws or other 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 to 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.

V.9. Consents and Approvals; Governmental Authorities.

Assuming the truth and completeness of the representations and warranties of Buyer contained in this Agreement, no consent, approval or authorization of, or designation, declaration or filing with, any Governmental Authority is required with respect to Buyer's execution or delivery of this Agreement.

V.10. Litigation and Proceedings.

There are no actions, or, to the knowledge of Buyer, investigations, pending before or by any Governmental Authority or, to the knowledge of Buyer, threatened, against Buyer which, if determined adversely, could reasonably be expected to have a material adverse effect on the ability of Buyer to enter into and perform its obligations under this Agreement. There is no unsatisfied judgment or any open injunction binding upon Buyer which could reasonably be expected to have a material adverse effect on the ability of Buyer to enter into and perform its obligations under this Agreement.

V.11. Knowledge; Understanding of Risks.

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 X11b Tokens, including sufficient knowledge to clearly understand all the matters set forth in this Agreement, and is able to bear any and all risks related therewith, including loss of all amounts paid, loss of X11b Tokens and other risks as in details indicated in Whitepaper. Buyer is able to bear liability to Seller's Parties and any other third parties for its misacts and omissions, including those constituting breach of this Agreement, negligence, fraud or willful misconduct. Buyer has obtained sufficient information in order to make an informed decision to enter into this Agreement and purchase X11b Tokens.

V.12. Funds; Payments.

(a) Any and all funds, including virtual currency or cryptocurrency, Buyer uses to purchase X11b Tokens are not derived from or related to any unlawful activities, including money laundering or terrorist financing, and Buyer will not use X11b Tokens to finance, engage in, or otherwise support any unlawful activities as may be defined by any Governmental Authority.

(b) Any and all payments by Buyer under this Agreement, including Payment, 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.

V.13. Source of Funds.

(a) Anti-Money Laundering; Counter-Terrorism Financing. To the extent required by any Governmental Authority or by applicable law of any related jurisdiction, Buyer represents and warrants that it complies with all anti-money laundering and counter-terrorism financing requirements. Any and all funds, including virtual currency or cryptocurrency, Buyer uses to purchase X11b Tokens are not derived from or related to any unlawful activities, including money laundering or terrorist financing, and Buyer will not use X11b Tokens to

finance, engage in, or otherwise support any unlawful activities as may be defined by any Governmental Authority.

(b) OFAC; Support of Illegal Activities. No payment or other transfer of value to the Company is or will be derived from, pledged for the benefit of, or related in any way to (i) the government of any country designated by the U.S. Secretary of State as a country supporting international terrorism, (ii) property that is blocked under any OFAC Regulations or that would be blocked if it were in the custody of U.S. national, (iii) persons to whom U.S. national cannot lawfully export services or engage in transactions, (iv) the government of any country designated by the U.S. Secretary of the Treasury as a money laundering country or (v) directly or indirectly, any other illegal activities.

(c) Boycotted Countries. All payments or other transfer of value to the Company by the Buyer will be made through an account (virtual / crypto currency account or digital wallet) located in a jurisdiction that does not appear on the list of boycotted countries published by the U.S. Department of Treasury pursuant to Section 999(a)(3) of Internal Revenue Code as in effect at the time of Payment.

(d) Sanctions Compliance. Neither Buyer, nor any person having a direct or indirect beneficial interest in Buyer, if applicable, or X11b Tokens being acquired by Buyer, or any person for whom Buyer is acting as agent or nominee in connection with X11b Tokens, is the subject to sanctions administered or enforced by any Governmental Authority or related jurisdiction, or is organized or residing in a country or territory that is the subject of country-wide or territory-wide sanctions administered or enforced by any Governmental Authority or related jurisdiction.

VI.

TAXES

VI.1. Tax Considerations.

Buyer understands and acknowledges that entering into the Agreement may result in tax consequences. Buyer has had the opportunity to consult with the Buyer's own legal, accounting, tax, investment and other advisors with respect to the tax treatment of its participation in the sale of X11b Tokens and the risks involved.

VI.2. Buyer's Responsibility to Pay Taxes.

Buyer understands that the Buyer bears sole responsibility for any taxes as a result of the matters and transactions related to this Agreement and purchase, ownership, use, sale and other disposition of X11b Tokens held by the Buyers. To the extent permitted by law, the Buyer agrees to indemnify, defend and hold the Company and / or any of its affiliates and predecessors and its and their past, present and future employees, officers, directors, contractors, consultants, equity holders, suppliers, parent companies, subsidiaries, agents, affiliates, representatives, successors, predecessors and assigns ("Seller's Parties") harmless from any claim, liability, assessment or penalty with respect

to any taxes associated with or arising from the Buyer's purchase of X11b Tokens hereunder, or the use or ownership of X11b Tokens.

VI.3. Cooperation.

Buyer will cooperate with the Company with respect to all tax matters and agrees to duly execute and provide to the Company in a timely manner any tax documentation that may be reasonably requested.

VII.

SECURITY AND DATA

VII.1. Security.

Buyer will implement any and all necessary and appropriate measures designed to secure access to: (i) any device associated with Buyer and utilized in connection with Buyer's purchase of X11b Tokens; (ii) private keys to Buyer's wallet or any other Buyer's private account used for X11 Token storage; and (iii) any other username, passwords or other login or identifying credentials in any way connected with X11b Tokens. Seller is under no obligation to reimburse or in any other way compensate any X11b Tokens to which Buyer has lost access. Buyer understands and accepts that in the event that Buyer is no longer in possession of Buyer's device or any private keys associated with Buyer and utilized in connection with Buyer's purchase of X11b Tokens, Buyer may lose all of Buyer's X11b Tokens. Buyer also acknowledges, understands and agrees that all purchases of X11b Tokens are non-refundable.

VII.2. Additional Information.

Upon Seller's first request, Buyer shall immediately provide Seller with any and all information and documents that Seller in its sole discretion deems necessary or appropriate to comply with any national laws, regulations of Governmental Authorities, rules or agreements, including those related to any judicial process. Such documents may include but are not limited to Buyer's passport, driver's license, utility bills, photographs of associated individuals, government identification cards, sworn statements, any corporate information as may be applicable. Buyer consents to disclose to Seller any such information and documents in order to comply with any applicable national laws, regulations of Governmental Authorities, rules or agreements. Buyer acknowledges and agrees that Seller may refuse to distribute X11b Tokens to Buyer or to utilize X11b Tokens through X11 Platform until such requested additional information is provided by Buyer.

VII.3. Intellectual Property Rights.

X11b Tokens do not provide and Seller retains all rights, title and interest in all of its intellectual property in relation to X11 Platform, including 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 Seller's intellectual property for any reason without Seller's prior written consent.

VIII.

ACKNOWLEDGEMENT AND ASSUMPTION OF RISKS

Buyer hereby acknowledges, understands and agrees that there are risks associated with purchasing, holding and using X11b Tokens, as disclosed and explained in this Agreement and Whitepaper which the Buyer has carefully studied, analyzed and acknowledged. Buyer acknowledges and accepts that Buyer may lose any and all money and/or other funds, including virtual currency or cryptocurrency, paid for X11b Tokens.

IX.

INDEMNIFICATION

To the fullest extent permitted by applicable law, Buyer indemnifies, defends, holds harmless and reimburses Seller, its affiliates and predecessors and its and Seller's Parties from and against any and all claims, demands, actions, losses, costs, expenses or amounts paid (including attorneys' and arbitration fees), fines, liabilities, Damages, judgments based on, arising out of or relating to Payments, purchase and/or use of X11b Tokens and/or Buyer's use of X11 Platform. Seller reserves the right to exercise sole control over the defense, at Buyer's expense, of any claim subject to indemnification hereunder.

X.

LIMITATION OF LIABILITY

X.1. Company Limitation of Liability.

To the fullest extent permitted by applicable law: (i) in no event will the Company or any of its affiliates and predecessors and its and Seller's Parties be liable for any indirect, special, incidental, consequential, or exemplary damages of any kind arising out of or in any way related to the sale or use of X11b Tokens or otherwise related to this Agreement, regardless of the form of action, whether based in contract, tort, or any other legal or equitable theory; and (ii) Buyer disclaims and waives any right or cause of action against Seller or Seller's Parties of any kind in any jurisdiction. Buyer agrees not to seek any refund, compensation or reimbursement from the Seller or any Seller's Party, regardless of the reason, and regardless of whether the reason is identified in this Agreement. Seller hereby expressly disclaims its liability, and shall in no case be liable to any person in connection herewith.

X.2. No Liability Limitations.

The limitations set forth in Section 10.1 hereof will not limit or exclude liability for the gross negligence, fraud or intentional, willful or reckless misconduct of the Seller.

X.3. Release.

To the fullest extent permitted by applicable law, Buyer releases Seller and Seller's Parties from any and all responsibility, liability, claims, demands, and/or Damages based on, arising out of or

relating to this Agreement, any possible disputes and controversies with Buyer and the acts or omissions of any third parties.

XI.

APPLICABLE LAW AND DISPUTES RESOLUTION

XI.1. Applicable Law.

This Agreement shall be governed in all respects, including its formation, applicability, breach, termination, validity or enforceability, and all claims or causes of action based upon, arising out of, or related to this Agreement or the transactions contemplated hereby according to the laws of Panama. No conflicts of law provisions shall apply.

XI.2. Negotiations.

Parties shall cooperate in good faith to resolve any Dispute by way of negotiations. If the Parties are unable to resolve a Dispute within ninety (90) days of initial notice of such Dispute and invitation to negotiate sent by one Party and being received by another Party, such Dispute shall be finally resolved by binding arbitration as defined in Section 11.3 hereof.

XI.3. Binding Arbitration.

Any Dispute not resolved within ninety (90) days as set forth in Section 11.2 hereof shall be subject to the jurisdiction of the courts of Panama.

The parties hereby waive their right to any form of recourse against an award to any court or other competent authority, in so far as such waiver can validly be made under the applicable law.

XI.4. No Class Arbitrations, Class Actions or Representative Actions.

Buyer and Seller agree that any Dispute arising out of or in connection with this Agreement or breach thereof is personal to the Buyer and Seller and that any such Dispute will be resolved solely through individual arbitration 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 will attempt 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.

XII.

MISCELLANEOUS

XII.1. Entire Agreement.

This Agreement, including any schedules and 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 Seller's Party about X11b Tokens and/or X11 Platform.

XII.2. Severability.

If any provision of this Agreement is determined or held illegal or invalid, inoperative or unenforceable for any reason, whether in whole or in part, under the laws of any jurisdiction, such illegality or invalidity shall not affect the legality and validity of any other provisions of the Agreement and shall be modified as 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.

XII.3. Modification of Agreement.

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 Buyer's responsibility to check the Website regularly for any modifications to this Agreement. This Agreement was last modified on the date listed at the beginning of this Agreement.

XII.4. Termination of Agreement.

Seller may unilaterally terminate this Agreement in its sole discretion in case of Buyer's misrepresentations or in the event of any other Buyer's breach of this Agreement. Upon termination of the Agreement all Buyer's rights hereunder shall immediately terminate. Articles V-XII shall continue to apply in accordance with their terms upon termination of this Agreement.

XII.5. Survival.

The representation and warranties of the Buyer in this Agreement shall survive execution and delivery of the Agreement.

XII.6. No Waivers.

The failure by Seller to exercise or enforce any right or provision of this Agreement will neither 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.

XII.7. Force Majeure.

Buyer understands and agrees that Seller shall not be liable for any violation hereof in case of any force majeure event, including but not limited to industrial disturbances, electrical, telecommunications, hardware, software or other utility failures, software or smart contract bugs or weaknesses, Ethereum blockchain hardfork, double spending attack, Acts of God, Second Coming, earthquakes, storms, or other nature-related events, blockages, embargoes, riots, acts or orders of government, uprisings, revolutions, 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.

XII.8. Communications.

Buyer agrees and acknowledges that all agreements, notices, disclosures and other communications that Seller provides to Buyer pursuant to this Agreement or in connection with or related to Buyer's purchase of X11b Tokens, including this Agreement, may be provided by Seller, in its sole discretion, to Buyer, in electronic form. Any and all communication sent by Buyer to Seller shall be to addressed to the email address specified on the Website.