

Pre-Sale Purchase Agreement/Purchaser Agreement

THIS AGREEMENT is made on [*date*] **BETWEEN:**

PARTIES

1. Hour25 Software LLC a company duly incorporated in the Federation of St. Christopher and Nevis whose registered office is at Juris Building, P.O. Box 480, Main Street, Charlestown, Nevis (hereinafter called the “Company”)
2. The Buyer identified as such on the signature page hereto and Buyer Information Sheet (hereinafter called the “Buyer”)

BACKGROUND

1. The Company plans to develop software which will be used as accounting software on blockchains capable of recording detailed transactions and it can be used independently of the blockchain.
2. The Buyer has agreed to provide certain funding to the Company by purchasing an agreed number of Audrey Tokens for the purposes of participating in the Audrey Project as hereinafter stated subject to the terms and conditions of this Agreement.

THE PARTIES HEREBY AGREE AS FOLLOWS:

1 INTERPRETATION

1.1 Words denoting the singular number only shall include the plural and vice versa. Words denoting any gender include all genders and words denoting persons shall include firms and corporations and vice versa.

1.2 The headings in this document are inserted for convenience only and shall not affect the construction or interpretation of this agreement.

1.3 All references to dollars are to United States Currency

2 Pre-Sale of Token/Sale of Token

2.1 Subject to payment of the prescribed price for purchase of the Audrey Tokens, the Company will sell and transfer to the Buyer’s aforementioned address as soon as

possible, the Audrey Token. Upon delivery of the purchase price, a Buyer shall not have the right to require the Company to refund the purchase price for the Tokens.

2.2 The Buyer confirms its participation in the [Pre-sale of Token/Sale of Tokens]

3 General Provisions/Representations/Warranties

3.1 The Buyer represents and warrants and acknowledges that:

3.1.1 It has read and understands the Project Document, Legal Disclaimer, Terms and Conditions and all other information set forth in the Package and agrees with the risks and disclosures set forth therein.

3.1.2 The Audrey Tokens involve significant risks, all of which the Buyer fully and completely acknowledges and assumes, including, but not limited to, the risk that the Audrey Tokens may have no value, may decrease in value over time, may lose all monetary value, and may not be accepted for use in certain jurisdictions or for certain purchases.

3.1.3 In the Pre-Sale of the Audrey Tokens a significant portion of the sale proceeds may be retained by the Company for their own corporate purposes rather than solely for the development and launch of the Audrey Project.

3.2 The Audrey Tokens do not have any rights, uses, purpose, attributes, functionalities or features, express or implied. Although Audrey Tokens may be tradable, they are not an investment, currency, security, commodity, a swap on a currency, or any other kind of financial instrument.

3.3 Audrey Tokens are not intended to constitute securities in any jurisdiction.

3.4 Each of the parties warrants that it has power to enter into this Agreement and if applicable, the Buyer confirms that it has obtained all necessary approvals to do so.

3.5 Notwithstanding any other provision of this Agreement, this Agreement is not intended to, and does not, give any person who is not a party to it any right to enforce any of its provisions.

3.6 The Company in its sole discretion, may elect to not close on the sale of the Audrey Tokens from a potential buyer.

3.7 Without prejudice to the foregoing, if applicable, the purchase of Audrey Tokens is subject to the results of the Company's due diligence on the Buyer. The Buyer will produce and co-operate in producing such information as is thought necessary by the Company to complete its due diligence analysis.

3.8 The purchase of Audrey Tokens: (a) does not provide the 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 the Buyer with any ownership or other interest in Company.

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

3.10 The Agreement is a statement of the present condition at the date of the token offering and does not project or make any future predictions or promises.

3.11 The Company may terminate this Agreement forthwith if it discovers that the Buyer has been guilty of a misrepresentation in any dealings with it.

4 Non-refundable/Final Sale

4.1 The Buyer understands and accepts that all purchases of Audrey Tokens are non-refundable, final and may not be reversed. The Buyer acknowledges that he has no right to request a refund for any reason, and that the Buyer will not receive money or other compensation for any Audrey Token not used or remains unused.

5 Entire and Final Agreement

5.1 This Agreement is the complete and exclusive statement of the Agreement between the parties relating to the subject matter of the Agreement and supersedes all previous communications, representations and arrangements, written or oral. This Agreement supersedes any prior Agreement between the parties, whether written or oral, and any such prior agreements are cancelled as at the commencement date of this Agreement but without prejudice to any rights which have already accrued to either of the parties.

6 Variation/Amendment/Modification

6.1 This Agreement may not be released, discharged, supplemented, interpreted, amended, varied or modified in any manner except by an instrument in writing signed by a duly authorised officer or representative of each of the parties to this Agreement.

7 Liability

7.1 Neither party shall be liable to the other party in contract, tort, negligence, breach of statutory duty or otherwise for any loss, damage, costs or expenses of any nature whatsoever incurred or suffered by that other party of an indirect or consequential nature including without limitation any economic loss or other loss of turnover, profits, business or goodwill.

7.2 To the maximum extent permitted by applicable law, the Company shall not be liable, directly or indirectly, for any indirect, economic, special, incidental, exemplary, consequential, or punitive damages, lost profits, lost revenue, lost earnings, lost tokens, corrupted wallet data, failure to realize any savings, gains, losses or any other damage or loss to the Buyer.

8 Assignment

8.1 This Agreement and all rights under it may not be assigned or transferred by the Buyer without the prior written consent of the other.

9 Severability

9.1 If any provision of this Agreement is deemed to be unenforceable or unlawful by a court or competent authority then the offending provision shall be struck out and the remaining provisions shall continue in effect.

10 Governing Law and Jurisdiction

10.1 This Agreement shall be governed by and construed in accordance with the laws of St. Christopher and Nevis and each party agrees to submit to the exclusive jurisdiction of the courts of St. Christopher and Nevis, Nevis Circuit.

11 Limitation

11.1 Nothing in this Agreement and no action taken by the parties shall constitute, be deemed to constitute, a partnership, association, joint venture or other cooperating entity between the parties. Nothing in this Agreement and no action taken by the parties shall constitute, be deemed to constitute, either party to be the agent of the other party for any purpose and neither party has, pursuant to this Agreement any authority or power to bind or to contract in the name of the other party.

12 Counterparts

12.1 This Agreement may be executed in any number of counterparts and by the parties on separate counterparts but shall not be effective until such party has executed at least one counterpart. The expression counterpart shall include any executed copy of this

