

## Token Sale Agreement

### Last Updated

May 2024

The present Token Sale Agreement document is an Agreement (“Agreement”), which contains the terms and conditions that govern your purchase of Fasqon Tokens. Fasqon Tokens are BEP-20 compatible tokens distributed on the BNB Smart Chain. This Agreement is concluded between Buyer (“Buyer”) and Fasqon Unipessoal LDA company (“Fasqon”). Buyer and Fasqon are referred to individually as a “Party” and collectively, as “Parties”. This Agreement is meant to create transparency and legal certainty for all involved Parties and aims to protect the interests of Buyer and Fasqon. This Agreement was made available to Buyer on the Fasqon Client Dashboard, as well as on the Official Website ([fasqon.com](https://fasqon.com)). 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, Fasqon and Buyer hereby agree as follows:

### **Important information: please read this Agreement carefully and in its entirety.**

Buyer acknowledges, understands, and agrees to all content of this document without exceptions.

Fasqon, crypto messenger platform:

1. Fasqon is developing the crypto messenger Platform, the conditions for the use of which will be detailed in the Privacy Policy, the Terms of Use, the Risk Policy, and other documents.
2. At the end of the development of the Platform, Fasqon intends to launch the platform, for public use.
3. The exact time point at which the Fasqon Platform will be launched may depend on additional factors other than the development, like for example legal approval. The exact time point at which the Fasqon Platform will be launched is at Fasqon’s sole discretion.

**Binding Agreement:** Buyer understands and agrees that Buyer is subject to and bound by this Agreement by virtue of Buyer’s purchase of Fasqon Tokens.

Fasqon Tokens have no rights, uses, or attributes unless explicitly stated otherwise: Fasqon Tokens have no rights, uses, purpose, attributes, functionalities or features, express or implied, except for those which are explicitly stated, including stated limitations, within this Agreement. Although Fasqon Tokens may be tradable, they are not an investment, currency, security, commodity, a swap on a currency, security or commodity or any other kind of financial instrument.



Fasqon Tokens are not Fasqon Platform tokens: Fasqon Tokens purchased under this Agreement are not tokens on the Fasqon Platform. Buyer acknowledges, understands, and agrees that Buyer cannot expect and there is no guarantee or representation made by Fasqon 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 Fasqon Tokens is non-refundable (unless explicitly specified otherwise within this document), and purchases cannot be canceled.

### **Value of Fasqon Tokens**

Fasqon intends to facilitate and promote the value of the Fasqon Tokens, which is both in the interest of the Buyer as well as Fasqon's self-interest. However, there is no guarantee that the market value of Fasqon Tokens will actually increase.

Fasqon reserves the right to refuse or cancel Fasqon Token purchase requests at any given time in its sole discretion.

Listing on Cryptocurrency Exchanges: Fasqon intends to have Fasqon Tokens listed on a number of Centralized cryptocurrency exchanges. However, there is no guarantee that Fasqon Tokens will be actually listed on Centralized cryptocurrency exchanges. Decentralized platforms such as Uniswap and others are going to trade Fasqon tokens after the presale

### **1. Acceptance of Agreement and Purchase of Fasqon Tokens**

1.1. This Agreement shall be effective and binding on the Parties when Buyer: (a) clicks the check box indicating that Buyer has read, understands, and agrees to the terms of this Agreement, (b) Fasqon receives the payment from Buyer.

1.2. Fasqon Tokens: As mentioned above, Fasqon Tokens have no rights, uses, purpose, attributes, functionalities or features, express or implied, except for those which are explicitly stated, including stated limitations, within this Agreement.

1.3. Use of Proceeds: Buyer acknowledges and understands that the proceeds from the sale of Fasqon Tokens will be utilized by Fasqon in its sole discretion.

### **2. Fasqon Token Distribution**

2.1. How to Purchase Fasqon Tokens: Fasqon publishes details on how to purchase Fasqon Tokens on its Official Website (fasqon.com) as far as on its platform Fasqon Client Dashboard (...). Failure to use the official Announcement and follow the procedures outlined here may result in the Buyer not receiving any Fasqon Tokens.

2.2. Timepoint of Fasqon Token Delivery: Fasqon intends to transfer Fasqon Tokens bought by Buyer as soon as possible within due time. Buyer can't claim damages against Fasqon resulting from a belated delivery.

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

### **3. Fasqon Token**

3.1. Issuance of Fasqon: If and when Fasqon has successfully developed the Platform, Fasqon intends to launch the Fasqon token.

3.2. Name of the Fasqon Token: Fasqon may change the description "Fasqon" at any time without the requirement to announce or justify this decision.



#### **4. Representations and Warranties of Buyer**

4.1. Buyer Knowledge and Risks of Project: Buyer has sufficient knowledge and experience in business and financial matters, including a sufficient understanding of blockchain, 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 Fasqon Tokens, including but not limited, to the matters outlined in this Agreement, and can bear the risks thereof, including loss of all amounts paid.

#### **5. Disclaimers**

5.1. Buyer expressly acknowledges, understands, and agrees that Buyer is participating in any sale of Fasqon Tokens and purchasing Fasqon Tokens at Buyer's sole risk and that the Fasqon Tokens and any Smart Contract 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 Fasqon and Buyer shall rely on its examination and investigation thereof.

5.2. No Representations and Warranties. The Fasqon Tokens being purchased by you as part of this Purchase Agreement are purchased by you pursuant to the terms and conditions of this Agreement. Fasqon 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 Token Distribution Event or the Fasqon Tokens or their utility, or the ability of anyone to purchase or use the Fasqon Tokens. Without limiting the foregoing, none of the Parties represent or warrant that the process of purchasing and/or receiving the Fasqon Tokens will be uninterrupted or error-free or that the Fasqon Tokens are reliable and error-free. As a result, Buyer acknowledges and understands that Buyer may never receive Fasqon Tokens and may lose the entire amount Buyer paid to Fasqon. Buyer shall provide an accurate digital wallet address to Fasqon for receipt of any Fasqon Tokens distributed to Buyer pursuant to this Agreement.

#### **6. No Other Rights Created**

6.1. No Claim, Loan, or Ownership Interest. The purchase of Fasqon Tokens: (a) does not provide Buyer with rights of any form with respect to Fasqon 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 Fasqon; and (c) does not provide Buyer with any ownership or other interest in Fasqon.

6.2. Intellectual Property. Fasqon retains all current and future rights, title, and interest in all of Fasqon'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 Fasqon's intellectual property for any reason without Fasqon's prior written consent.

#### **7. Security And Data. Taxes.**

7.1. Security and Data Privacy. Buyer shall take best efforts to implement reasonable and appropriate measures designed to secure access to: (i) any device associated with Buyer and utilized in connection with Buyer's purchase of Fasqon Tokens; (ii) private keys to Buyer's wallet or account; and (iii) 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 Fasqon Tokens and/or access to Buyer's account. Fasqon is under no obligation to recover any Fasqon Tokens and Buyer acknowledges, understands, and agrees that all purchases of Fasqon Tokens are non-refundable, and Buyer will not receive money or other compensation for any Fasqon Tokens purchased.

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

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

## **8. Limitation of Liability. Indemnification. Arbitration**

8.1. Limitation of Liability. To the fullest extent permitted by applicable law, Buyer disclaims any right or cause of action against Fasqon of any kind in any jurisdiction that would give rise to any Damages whatsoever, on the part of Fasqon. Fasqon shall not be liable to Buyer 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 Fasqon has been advised of the possibility of such damages. Buyer agrees not to seek any refund, compensation or reimbursement from a Fasqon Party, regardless of the reason, and regardless of whether the reason is identified in this Agreement. "Damages" means any and all damages (including direct, indirect, incidental, special, punitive, consequential or exemplary, etc), losses, taxes, liabilities, claims, judgments, penalties, payments, interest, costs, and expenses (including reasonable and documented legal fees, accountants' fees and expert witnesses' fees and expenses incurred in investigating and/or prosecuting any claim for indemnification).

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

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

## **9. Miscellaneous**

9.1. Governing Law and Venue. This Agreement shall be governed in all respects, including as to validity, interpretation, and effect, by the laws of the Portuguese Republic, 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.

9.2. Assignment. Buyer shall not assign this Agreement without the prior written consent of Fasqon. Fasqon 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.

9.3. Final 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 Fasqon about the Fasqon Tokens or the Fasqon Platform.

9.4. 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.

9.5. Termination of Agreement. Survival. This Agreement will terminate upon the completion of all sales in the Token Distribution Event. Fasqon 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.

9.6. No Waivers. The failure by Fasqon 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 Fasqon's right to enforce such right or provision at a later time. All waivers by Fasqon must be unequivocal and in writing to be effective.