

TOKEN PURCHASE AGREEMENT

(“AGREEMENT”)

in force as of {date}

between

Everdust OÜ

Company ID: 16927064, having its registered address at: Harju maakond, Tallinn, Kesklinna linnaosa, Narva mnt 5, 10117 (the “**Company**”)

and

{investor_full_name}

ID No. {investor_id}, having its registered address at: {investor_residence} (the “**Contributor**”)

by electronic way of accepting the terms and the Offer

Solely referred to as the “**Party**” and collectively as the “**Parties**”

The Contributor is interested in making a contribution to the project of the Company and receiving allocated Tokens in return at the end of the contribution period of the token sale, as defined herein.

THIS AGREEMENT CONSTITUTES THE AGREEMENT THAT in exchange for the Contribution by an eligible Contributor in USDT to the Company hereby issues to the Contributor the right to obtain its cryptographic utility tokens (“**DUST Tokens**”) on the terms set forth below.

1. DEFINITIONS

“**Affiliate**” means, with respect to any Person, any individual, partnership, corporation, trust or other entity that directly or indirectly controls, or is controlled by, or is under common control with, such Person, where control means the direct or indirect ownership of more than fifty per cent (50%) of the outstanding shares or other ownership interests having ordinary voting power to elect directors or the equivalent. For the avoidance of doubt, (i) Affiliate of any Person that is an investment fund or account (or a subsidiary of any such investment fund or account) shall include each other investment fund or account (or a subsidiary of any such other investment fund or account) managed by the same fund manager, and (ii) Affiliate of any Person that is an individual shall include the spouse, offspring, and parents of such individual.

“**Cliff (lock-up) period**” means a timeframe during which Tokens cannot be withdrawn or transferred by the Contributor. The duration of a Cliff is subject to the terms of this AGREEMENT.

“**Dissolution Event**” means: (i) a voluntary termination of operations by the Company in its sole discretion; (ii) a general assignment for the benefit of the Company’s creditors; or (iii) any other liquidation, dissolution or winding up of the Company, whether voluntary or involuntary. For the avoidance of doubt, a change of control or an initial public offering of the Company will not constitute a Dissolution Event.

“**Person**” means any natural person, firm, partnership, association, corporation, company, trust, public body or government authority or other entity of any kind or nature.

“**Project**” means the development of the Company’s web3 ecosystem (“**Dust Space ecosystem**”) which will include without limitations: (i) Portfolio service, (ii) Alerts, (iii) Staking service, (iv) Cross-chain IDO, INO, IGO launchpad, (v) Governance tools (decentralized autonomous organization – DAO) built in a blockchain distributed ledger, (vi) Development of a dedicated to the Project marketplace as described in the Company’s Pitch Deck available at <https://dust.space/assets/seed-pitch-deck.pdf>.

“**AGREEMENT**” means an instrument containing a future right to DUST Tokens, similar in form and content to this instrument, purchased by future members for the purpose of funding the Company’s business operations. References to “this AGREEMENT” mean this specific instrument.

“**Token**” means the type of utility token native to the Project, namely, a **DUST Token**, which is a digital unit resulting from the records in blockchain or other types of distributed ledger.

“**Offer**” means an electronic document, indicating contribution details, such as currency, amount, address and personal contributor’s information, issued at the end of the application process for the purposes of contributing towards the DUST Token Offer attached hereto as Annex 1.

“**Milestone**” means the Project is operational with Token functionality as determined by the Company at its sole discretion. The Milestone date is an Estimated Tokens Release which is defined according to the terms described herein.

2. OFFER OF FUTURE UTILITY TOKENS

In consideration of the Contributor’s contribution (“**Contribution**”) to the Project, the Company will issue {amount_tokens} ({amount_tokens_in_words}) of newly minted DUST Tokens (“**Total Granted DUST Tokens**”) in favor of the Contributors at a tiered price in fiat currency (or the equivalent value in cryptocurrencies) per DUST Token which depends on a sales round (“**Sales Round**”), as described in this Section below and as indicated in Annex A to this AGREEMENT. The performance by the Company of its obligations under this AGREEMENT will duly discharge the Company from its obligations to the Contributor.

In connection with the issuance of DUST Tokens by the Company to the Contributor pursuant to this Section, the Contributor hereby acknowledges to have a full understanding of the following terms:

(1) Sales Round

The provisions and terms of this Subsection 1.1 shall apply respectively regarding the Sales Round stipulated in Annex A.

(1.1.) Seed Round

Lock-Up/Vesting – The DUST Tokens shall be subject to a Lock-Up/Vesting period as described hereinafter:

The Total Granted DUST Tokens under this Sales Round are subjected to a Cliff (lock-up) period of 12 (twelve) months as described in the Offering documentation (including but not limited to Pitch Deck available at <https://dust.space/assets/seed-pitch-deck.pdf>).

Following the end of the indicated Cliff (lock-up) period, the Total Granted DUST Tokens under this Sales Round will be unlocked (“**Initial Release**”) linear *pro rata* upon Token generation during the period of 24 (twenty-four) months.

DUST Tokens will be generated and deployed at Company’s discretion under suitable conditions in the market of web 3.0, subject to the prior notice from the Company to the Contributor (“**First Unlock Date**”).

Token Price – USD 0.5.

Token Delivery – The Initial Release will be delivered to the Contributor and the Vested Tokens can only be claimed by the Contributor in accordance with this Section 1 and Subsection 1.1 through the wallet address that is determined by and subject to the conditions of [<https://dust.space/#faq>].

(2) **Payment Delivery** – The Contributor is obligated to deliver the payment as indicated in the offer document (“**Offer**”). The Offer is individual to each Contributor and includes an indication of the Sales Round, cryptocurrency, amount and address in the respective cryptocurrency, including payment details.

The Contributor is obliged to deliver the payment to the Company's wallet address as indicated in the Offer within 2 hours (120 minutes) after the signing of the AGREEMENT. Otherwise, the AGREEMENT shall be terminated subject to Section 4 of this AGREEMENT.

The Contributor is subject to the KYC/AML checking by the Company or the independent service providers as decided by the Company at its sole discretion. In addition to the KYC/AML checking within the registration process the Contributor may be requested to provide additional identification documents which will allow the Company to fulfil its KYC- compliance obligations, such but not limited to identity cards, UBO statements, bank statements and any other requirements under the applicable anti-money laundering regulations.

If for any (legal) reason the Company determines that there are suspicions of money laundering activities or ties with the funding of terrorism, the Company will take precautionary measures, including notifying the authorities. The competence to evaluate the aforementioned issues will be at the sole discretion of the Company without any right to appeal for the Contributor. The Contributor acknowledges and agrees that the Company may be legally obligated to disclose the Contributor's information to the competent authorities if any of the aforementioned issues have been determined.

- (3) **Contribution Amount** – The Contributor commits to contribute to the Company the amount selected in any of the accepted cryptocurrencies at the time of the sale and as indicated in the Offer, which is individual to each Contributor and includes an indication of the cryptocurrency, amount and address in the respective cryptocurrency, including payment details. The Token shall be allocated at a tiered price of USDT {amount_usdt_tokens}. If the Contribution Amount is transferred and received in any other cryptocurrency than any of the accepted currencies at the time of the sale, the equivalent value of USDT will be calculated by the Company based on the exchange rates on the day the contributions arrive at the Company's wallet on a best effort basis.

The Contribution will be needed to develop the projects of the Company and is neither directly invested, nor subject to interest payments. The Contributor is herewith informed explicitly that neither is the Company supervised by the Estonian Financial Supervisory authorities nor that the Contribution is covered by any form of deposit protection.

- (4) **Refund of Contribution Amount.** Upon 15 days after (i) the failure of the Company to meet the Milestone or (ii) a Dissolution Event, the Company will refund to the Contributor an amount equal to (98%) of the Contribution Amount, net of applicable taxes and expenses associated with the AGREEMENT Offering (such amount, the "**Returned Contribution**"). The Contributor acknowledges and agrees that (2%) of the Contribution Amount, is a nonrefundable portion of the Contribution Amount ("**Nonrefundable Amount**") and accordingly, will not be subject to payment to the Contributor as a Returned Contribution. For the avoidance of doubt, funds from the business operations of the Company other than funds received in the AGREEMENT Offering shall not be available for payment of Returned Contribution. Any Returned Contributions shall be paid in USDT to the addresses used for the initial Contributions.

The Company will withhold from the payment of any Returned Contribution an amount equal to any income taxes owed by the Company on its receipt of the Contribution Amount. Contributor will be responsible for the payment of its own taxes with respect to any Returned Contribution.

3. THE NATURE OF THE TOKENS

- (i) The Contributor understands and accepts that DUST Tokens are necessary to connect to, access or otherwise use the Project, its functionality, and services. The use of DUST Tokens and relations between the Contributor and the Company may also be governed by any other applicable terms and policies, mainly the Project's Terms and Conditions and Privacy Notice. The Contributor represents and warrants that the Contributor will use the Project services only in compliance with the Company's policies and all applicable laws and regulations.

- (ii) DUST Tokens offer a comprehensive suite of services catering to various needs within the blockchain and cryptocurrency landscape, facilitating access to multiple features and functionalities of the Project's platform, which encompasses a launchpad service enabled by DUST Tokens, which allows users to select and support projects, trade allocations, participate in voting, and engage with different fundraising mechanisms. The platform also promotes cross-chain collaboration by fostering interaction between multiple blockchain platforms. DUST Tokens grant users access to a range of other services within the Dust Space ecosystem. Users can use DUST Tokens to engage with crowdfunding initiatives and community pools, encouraging collaborative investment approaches. The platform also offers trading tools, including trading bots, cross-chain asset swapping, and copy trading services, all of which are accessible through DUST Tokens, as well as supporting educational projects, analytics, and wallet services, fostering community growth and engagement. The DUST Tokens serve as an essential component of the Dust Space ecosystem. Providing access to a wide array of services and ensuring a comprehensive and seamless user experience in blockchain and cryptocurrencies.
- (iii) The Company may, in its sole discretion, make any necessary adjustments to DUST Token characteristics and/or range of products within the Dust Space ecosystem for the benefit of DUST Token utilities or in order to address applicable laws (including, but not limited to, securities laws), which may have a direct impact on the rights granted to owners of the Tokens.
- (iv) Both the Contributor and the Company understand and agree that the Token characteristics can and may evolve over time. The Company may, in its sole discretion, make any necessary adjustments to DUST Token characteristics for the benefit of the overall Project, provided, however, the Company hereby agrees that such changes shall be made in good faith and shall not adversely impact the Contributor in a manner disproportionate to any other Contributor of DUST Tokens.
- (v) As of the date of signing this AGREEMENT, the DUST Token **does not**:
 - represent a financial instrument;
 - represent any ownership rights, including the ownership of the Company or its share;
 - represent a right of claim;
 - entitle Contributor to any monetary gains and profits (including dividends, interests etc).

4. TERMINATION

This AGREEMENT will terminate or expire (without relieving the Company or Contributor of any obligations arising from a prior breach of or non-compliance with this AGREEMENT upon the following:

- the issuance of Tokens to the Contributor upon the satisfaction of the Milestone;
- the payment of the Returned Contribution pursuant to Section 3(5); or
- the determination by the Company in its sole discretion that the Milestone will not be met and no payments will be made by the Company pursuant to Section 1 due to lack of funds.
- the failure of the Contributor to deliver the payment to the Company's wallet address as indicated in the Offer within 2 hours (120 minutes) after the signing of this AGREEMENT.

5. CONFIDENTIALITY

Each Party acknowledges that in connection with this AGREEMENT, such Party may have access to Proprietary Information (as defined below). Each Party agrees that, for five (5) years after signing this AGREEMENT by the Parties hereto, it will not (i) use any Proprietary Information, except if the Party to which it belongs agrees to disclose this Proprietary Information on a case-by-case basis, or (ii) disclose to others any Proprietary Information, except to such extent as may be necessary in connection with this AGREEMENT. In addition, the Contributor shall keep confidential the existence and content of this AGREEMENT unless and until the Company discloses the existence and/or content of this AGREEMENT. The Contributor will solely be entitled to disclose the same information concerning this AGREEMENT as disclosed by the Company. However, if the disclosure is required by law, in the reasoned opinion of counsel to the Contributor, the Contributor shall give the Company at least thirty (30) days written notice before such

disclosure and shall disclose only such information as is required by law and shall work to maintain the confidential nature of such disclosure.

For purposes of this AGREEMENT, “**Proprietary Information**” of a Party shall mean all information (whether patentable or copyrightable) owned, possessed, or used by a Party, including without limitation any trade secrets, know-how, data, processes, formulas, methods, technology, pricing, business plans, software, customers and prospective customers, partners and prospective partners, suppliers, development plans, and sales and marketing information. A Party’s obligations under this Section shall not apply to any information that:

- (i) is or becomes known to the public under circumstances involving no breach by the other Party of the terms of this Section,
- (ii) is generally disclosed to third parties by the disclosing Party without restriction on such third parties, or
- (iii) is approved for release by written authorization of the disclosing Party.

6. NO FIDUCIARY DUTY

The Contributor is not the agent or employee of the Company or the Company’s Affiliates or the Project and each Party hereto is independently responsible for own actions or omissions. The Parties agree that it is not their intention to create a fiduciary relationship between themselves. Without limiting the foregoing and irrespective of the receipt of Proprietary Information, the Company acknowledges and agrees that:

- (i) the Contributor has not acted, is not acting and will not act in a fiduciary or similar capacity concerning the Project or the Associate or the Company’s Affiliates or any other third party and neither a previous nor existing relationship between the Contributor, the Company or the Company’s Affiliate, or the Project will be deemed to create a fiduciary relationship; and
- (ii) the Contributor has not assumed and is not assuming any duties or obligations other than those expressly set out in any written agreement executed between the Parties and such duties, if any, shall be owed solely to the Project.

7. COMPANY REPRESENTATIONS

The Company is duly organized within the laws of its country of incorporation, validly existing and in good standing under the laws of Estonia, and has full legal capacity, power, and authority to execute and deliver this AGREEMENT and to perform its obligations hereunder.

This AGREEMENT constitutes a legal, valid, and binding obligation of the Company, enforceable against the Company by its terms, except as limited by bankruptcy, insolvency or other laws of general application. To its knowledge, the Company is at the date of this AGREEMENT not in violation of (i) its current certificate of incorporation or bylaws, (ii) any material statute, rule or regulation applicable to the Company, or (iii) any material debt or contract to which the Company is a party or by which it is bound, where, in each case, such violation or default, individually, or together with all such violations or defaults, could reasonably be expected to have a material adverse effect on the Company.

The performance and consummation of the transactions contemplated by this AGREEMENT do not and will not: (i) violate any material judgment, statute, rule or regulation applicable to the Company; (ii) result in the acceleration of any material debt or contract to which the Company is a party or by which it is bound; or (iii) result in the creation or imposition of any lien on any property, asset or revenue of the Company or the suspension, forfeiture, or nonrenewal of any material permit, license or authorization applicable to the Company, its business or operations.

No consent or approvals are required in connection with the performance of this AGREEMENT, other than the Company’s board approvals. To the knowledge of the Company, no qualifications or filings under applicable securities laws are necessary, and the Company makes no express or implied warranties as to any

liabilities or requirements imposed on the Company by financial authorities under applicable securities regulations following the date of this AGREEMENT, or from any consequences thereof. The Contributor accepts and acknowledges that the Company may have to refund the Total Granted DUST Utility Tokens to the Contributor at any point should it be required under applicable law or due to a significant change in the Company's legal position concerning securities regulations or otherwise.

To the best of its knowledge, the Company owns or possesses (or can obtain on commercially reasonable terms) sufficient legal rights to all patents, trademarks, service marks, trade names, copyrights, trade secrets, licenses, information, processes, and other intellectual property rights necessary for its business as now conducted and as currently proposed to be conducted, without any conflict with, or infringement of the rights of, others.

8. CONTRIBUTOR REPRESENTATIONS

The Contributor declares to have full legal capacity, power, and authority to execute and deliver this AGREEMENT and to perform its obligations hereunder. This AGREEMENT constitutes a valid and binding obligation of the Contributor, enforceable in accordance with its terms, except as limited by bankruptcy, insolvency or other laws of general application.

The Contributor has the clear intention to support the Company and has such knowledge and experience in financial and business matters that the Contributor is capable of evaluating the merits and risks of such a purchase, and can incur a complete loss of such financing without impairing the Contributor's financial condition and is able to bear the economic risks of such a support for an indefinite period.

The Contributor confirms to have performed necessary investigations and due diligence of the Company and the DUST Tokens, including any Token attributes and the Company's White Paper. The Contributor waives any further right to carry out commercial, technical, financial or legal due diligence following the execution of this AGREEMENT.

The Contributor has sufficient understanding of the functionality, usage, storage, transmission mechanisms and other material characteristics of cryptographic tokens, token wallets and other token storage mechanisms, public and private key management, blockchain technology, and blockchain-based software systems to understand the terms of this instrument. The Contributor understands, acknowledges and agrees that such knowledge allows the Contributor to appreciate the implications and risks of purchasing DUST Tokens.

The Contributor understands and accepts certain risks associated with purchasing, holding and using DUST Tokens, including, but not limited to: risk of losing access to the DUST Tokens, risks associated with the Company's limited performance due to technical issues, risk that the smart-contract system could contain weaknesses, vulnerabilities or bugs causing, inter alia, the complete loss of the DUST Tokens. It is also shall be mentioned, that: (i) technology associated with DUST Tokens may not function as intended; (ii) the DUST Tokens and its launch may not be completed; and (iii) the Company may be subject to investigation and punitive actions from governmental authorities.

The Contributor understands that the Contributor bears sole responsibility for any taxes as a result of the matters and transactions that are the subject of this instrument, and any future acquisition, ownership, use, sale, or other disposition of DUST Tokens held by the Contributor.

The DUST Tokens are intended to be marketed and sold only in those jurisdictions in and to those persons where and to whom they lawfully may be offered for sale. By signing this AGREEMENT and/or by acquiring the DUST Tokens hereunder, the Contributor represents and warrants that the Contributor does not violate the laws of his/her country and the territory on which he/she is located. The Company may refuse from transactions with any person identified as a citizen or permanent resident of prohibited jurisdictions, unrecognized and/or partly recognized territories and/or states.

9. DISCLAIMER OF WARRANTY AND LIMITATION OF LIABILITY AND INDEMNITY CLAUSES

To the fullest extent permitted by applicable law and except as otherwise specified in writing by us, (i) the Company expressly disclaims all implied warranties as to the DUST Tokens, including, without limitation, implied warranties of merchantability, usage, suitability for a particular purpose, title, and non-infringement, or as to the workmanship or technical coding thereof, or the absence of any defects therein, whether latent or patent; (ii) Company cannot and do not represent or warrant that Tokens are reliable, current or error-free, meet requirements, or that defects in Tokens will be corrected in full; and (iii) Company cannot and do not represent or warrant that Tokens or the delivery mechanism for Tokens is free of viruses or other harmful components.

The Contributor hereunder expressly agrees that, to the extent allowable pursuant to applicable law, the Company shall not be held liable to and shall not accept any liability, obligation or responsibility whatsoever for any change of the value of the Tokens.

The Company's aggregate liability arising out of or related to this AGREEMENT, whether arising out of or related to breach of contract, tort or otherwise, shall not exceed the total of the amounts paid to the Company pursuant to this AGREEMENT. The Company shall not be liable for consequential, indirect, incidental, special, exemplary, punitive or enhanced damages, lost profits or revenues or diminution in value of its Token.

10. MISCELLANEOUS

This AGREEMENT may not be amended, waived, or modified without the written consent of the Parties.

Any notice required or permitted by this AGREEMENT will be deemed sufficient when sent by email to the relevant address listed on the signature page.

Neither this AGREEMENT nor the rights in this AGREEMENT are transferable or assignable, by operation of law or otherwise, by the Contributor without the prior written consent of the Company; provided, however, that the Company may assign this AGREEMENT in whole, without the consent but with written notification of the Contributor, in connection with a reincorporation, corporate restructuring or within any other corporate action that is not a Dissolution Event to any its Affiliate as the case may be.

Each Party is solely responsible for its tax treatment of this AGREEMENT. The Contributor shall bear its own risk of any taxes from its purchase, use and ownership of the DUST Utility Tokens. Under no circumstances shall the Company be responsible for the Contributor's tax treatment of this AGREEMENT, the DUST Utility Tokens or any other related agreement between the Parties, whether direct or indirect taxes. The Contributor is solely liable for any other indirect taxes related to this AGREEMENT, if applicable.

In the event any one or more of the provisions of this AGREEMENT is for any reason held to be invalid, illegal or unenforceable, in whole or in part or any respect, or if any one or more of the provisions of this AGREEMENT operate or would prospectively operate to invalidate this AGREEMENT, then and in any such event, such provision(s) only will be deemed null and void and will not affect any other provision of this AGREEMENT and the remaining provisions of this AGREEMENT will remain operative and in full force and effect and will not be affected, prejudiced, or disturbed thereby.

The Parties have agreed that this AGREEMENT may be executed electronically, without a physical signature, by the way of effecting the Offer payment and all of which together evidence the same AGREEMENT.

This AGREEMENT and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of Estonia and shall be exclusively settled by the courts of Estonia.

E-signature page

COMPANY

CONTRIBUTOR

By: Kyrylo Zhankevych

By: {investor_full_name}

Title: Management board member

Title: {officer_title}

Address: Harju maakond, Tallinn, Kesklinna linnaosa, Narva mnt 5, 10117

Address: {investor_residence}

Email: ceo@dust.space, company@dust.space

Email: {investor_email}

Signature:

Signature:

ANNEX 1: OFFER

Sales Round	Seed Round
Token Price	Token = USD 0.5
Purchase Amount	{amount_tokens} DUST
Tokens Amount Supply	6,000,000 (six million)
Estimated Tokens Release Date	Upon discretion of the Company with prior written notification of the Contributor
Blockchain Network	Ethereum (ERC20)

Contributor's address of the initial Contribution	{distribution_address}
Contributor's address to receive Tokens	Determined by and subject to the conditions of [https://dust.space/#faq].
Type of Token	Utility token
Token ticker	DUST
Payments under this AGREEMENT schedule	During 2 hours (120 minutes) after the signing of the AGREEMENT
Contribution cryptocurrency	USDT
Accepted cryptocurrencies	USDT
Jurisdiction	Estonia
Use of Funds	Development of Company's web3 Project ecosystem