

TOKEN PURCHASE 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 LIMITATION OF LIABILITY. NOTE THAT SECTIONS 11.2 – 11.8 CONTAINS A BINDING ARBITRATION CLAUSE AND REPRESENTATIVE ACTION WAIVER, WHICH AFFECT YOUR LEGAL RIGHTS. IF YOU DO NOT AGREE WITH THIS DOCUMENT, YOU SHALL NOT MAKE ANY PAYMENTS FOR TOKENS.

TOKENS ARE NOT BEING OFFERED OR DISTRIBUTED TO, AS WELL AS CAN NOT BE RESOLD OR OTHERWISE ALIENATED BY THEIR HOLDERS TO, CITIZENS OF, NATURAL AND LEGAL PERSONS, HAVING THEIR HABITUAL RESIDENCE, LOCATION OR THEIR SEAT OF INCORPORATION IN THE COUNTRY OR TERRITORY WHERE TRANSACTIONS WITH DIGITAL TOKENS ARE PROHIBITED OR IN ANY MANNER RESTRICTED BY APPLICABLE LAWS OR REGULATIONS.

TOKENS MAY HAVE NO VALUE. BUYER MAY LOSE ALL AMOUNTS PAID.

WRL PTE LTD., a company registered in Singapore with the company number 201811593G registered at 10 Anson Road #16-16 International Plaza Singapore 239529("Company") HEREBY INVITES everyone who

- (i) wants to participate in WHYRAL project and
- (ii) is not a Restricted Person (as it defined below) ("Participants")

to make an offer addressed to Company to ENTER INTO AGREEMENT ON SALE OF TOKENS ("Agreement") under the terms and conditions set out below ON THE BUYER'S SIDE ("Buyer").

If you meet the criteria of being an Invitee, you are entitled to make an offer on an acquisition of ERC20 compatible tokens "WRL" distributed on the Ethereum blockchain ("Tokens") in the amount you want by sending the respective amount of payment via the cryptocurrency wallet controlled by the independent escrow agent (in case of payment in Cryptocurrency). To do this, you should follow the instructions screened in your User Account on the Website.

Your transfer of the payment for the Tokens will constitute your willingness to enter into the Agreement with Company under the terms and conditions set out therein.

If Company agrees to your offer made in a specified manner, it will distribute the Tokens to you subject to the terms and conditions set out in the Agreement. Your receipt of the Tokens on your Ethereum ERC20 Wallet address (as it defined below) shall constitute due conclusion of the Agreement in respect of such Tokens.

If Company for whatever reason rejects your offer, the Agreement shall not be deemed as concluded and your funds will be refunded by the independent escrow agent or by Company.

In this case, any refunds made in your favor will be reduced by an amount of any expenses that escrow agent or Company has incurred or may incur in future in this regard, including any exchange fees, bank fees, agency and brokerage fees, remunerations, taxes, charges, fees for blockchain transactions, etc.

Company is free to reject any of your offers, even if it is made in a proper manner.

In Agreement Company and Buyer agree as follows:

1. DEFINITIONS

1.1. In addition to the definitions contained elsewhere in the text of this Agreement, the following terms and expressions shall have the meaning ascribed to them here below:

"Company Parties" means Company and its respective past, present and future employees, officers, directors, contractors, consultants, attorneys, accountants, financial advisors, equity holders, suppliers, vendors, service providers, parent companies, subsidiaries, affiliates, agents, representatives, predecessors, successors and assigns.
"Company Party" means one of the foregoing, as the case may be.

"Cryptocurrency" means Ether (ETH) and any other cryptocurrency which Company may accept as the payment for Tokens.

"Damages" means damages, losses, liabilities, costs or expenses of any kind, whether direct or indirect, consequential, compensatory, incidental, actual, exemplary, punitive or special and including, without limitation, any loss of business, revenues, profits, data, use, goodwill or other intangible losses.

"Ethereum" means an open-source, public, blockchain-based distributed computing platform featuring smart contract (scripting) functionality.

"Ethereum ERC20 Wallet" means Digital wallet based upon Ethereum platform.

"Intellectual Property" has the meaning, set out in the Terms and Conditions.

"Notices" has the meaning, set out in Article 13.9.

"Platform" means the platform described in the White Paper and to be developed and deployed by Company Parties.

"Privacy Policy" means the document describing the methods how Company Parties collect, use and release information collected from Buyers available on the Website (as may be amended from time to time).

"Restricted Persons" has the meaning, set out in Article 4.6.

"Sale Launch Date" means the calendar date when the Token Sale launches as it is set out in Article 1.1 of Appendix 1.

"Sale Expiration Date" means the calendar date when the Token Sale expires as it is set out in Article 1.1 of Appendix 1.

"Services" means the services and other use cases which Company Parties provide to the holders of the Tokens via the Platform and which are more specifically described in the White Paper.

"Terms and conditions" means the document describing the terms and conditions of the Website available on the Website (as may be amended from time to time).

"Token Sale" has the meaning, set out in Article 1.1 of Appendix 1.

"Token Smart Contract" means the Ethereum smart contract representing the mechanism of creation and distribution of the Tokens.

"User Account" has the meaning, set out in Article 2.2.1 of Appendix 1.

"User account" has the meaning, set out in Article 2.1 of Appendix 1.

"Website" means <https://whyral.network> and all subdomains and all their respective pages.

"White Paper" means the document describing the Platform, the Tokens, the Services, and other matters related to the Platform, and available on the Website (as may be amended from time to time).

2. ACCEPTANCE OF THIS AGREEMENT

2.1 This Agreement shall be effective and binding on the Company and Buyer when Buyer receives the Tokens on Buyer's Ethereum ERC20 Wallet address in the amount calculated in accordance with the provisions of Appendix 1 hereto.

2.2 Company Parties have established the Terms and conditions, as may be amended from time to time upon a Company Party's sole discretion, which are hereby incorporated by reference. Buyer has read, understands and agrees to those terms.

2.3 Company Parties have prepared the White Paper, as may be amended from time to time upon a Company Party's sole discretion, which is hereby incorporated by reference. Buyer has read and understands the White Paper and its contents. The content of the White Paper is not binding for Company Parties and is subject to change in line with ongoing research and development of the Platform.

2.4 Company and Buyer are independent contractors, and neither party hereto, nor any of their respective affiliates, is an agent of the other for any purpose somehow related to this Agreement or has the authority to bind the other.

2.5 Purchasing of the Tokens from Company does not create any form of partnership, joint venture or any other similar relationship between Buyer and a Company Party.

3. LEGAL STATUS OF TOKENS

3.1. The Tokens are intended to be used only:

3.1.1. to enable usage of and interaction with the Platform and to support its development, testing, deployment, and operation as it is strictly described in the White Paper;

3.1.2. as a means to obtain the Services as it is strictly described in the White Paper;

3.2. Hereby Buyer accepts explicitly and agrees that:

3.2.1. it is the responsibility of solely Buyer to determine if Buyer can legally purchase the Tokens in his jurisdiction and whether Buyer can then resell the Tokens to another purchaser in any given jurisdiction; and

3.2.2. he is not acquiring the Tokens for any other uses or purposes, except for as specified in Article 3.1; and

3.2.3. none of the Company Parties has other obligations, except as expressly stated in this Agreement.

3.3. Important additional details regarding the Tokens, the Services, and the Platform are provided in the White Paper.

3.4. Ownership of the Tokens carries no rights, express or implied, other than the right to use the Tokens as specified in Article 3.1. In particular, the Tokens:

- 3.4.1. do not provide Buyer with rights of any form with respect to any of the Company Parties or its revenues or assets, including any voting, distribution, redemption, liquidation, proprietary (including all forms of Intellectual Property), or other financial or legal rights;
- 3.4.2. do not represent a loan to any of the Company Parties; and
- 3.4.3. do not provide Buyer with any ownership or other interest in any of Company Parties.
- 3.5. Acquisition of the Tokens from Company does not present an exchange of payment (Cryptocurrencies) for any form of shares in any of Company Parties or the Intellectual Property. For the avoidance of doubt, the Buyer is not entitled to any guaranteed form of dividends, revenue distributions, and voting rights.
- 3.6. For this Agreement, the Tokens shall be viewed as software with cryptographic elements that is sold out as a useful appliance for the Platform.
- 3.7. Although the 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. The Tokens are not intended to be marketed, offered for sale, purchased, sold, or traded in any jurisdiction where they are prohibited by applicable laws or require further registration with any applicable governmental authorities.
- 3.8. The Tokens may be exchangeable on cryptographic token exchanges. However, none of Company Parties give warranties or representations that the Tokens will be exchangeable on such exchanges.
- 3.9. This Agreement does not constitute a prospectus of any sort, is not a solicitation for investment and does not pertain in any way to an initial public offering or a share/equity offering and does not pertain in any way to an offering of securities in any jurisdiction. It is a description of the functionality of a Token Smart Contract.
- 3.10. Funds collected through the Token Sale will be utilized by Company and other Company Parties in their sole discretion according to the plan specified in the White Paper
- 3.11. The Company Parties are in the process of undertaking a legal and regulatory analysis of the functionality of the Tokens. Following the conclusion of this analysis, the Company Parties may decide to amend the intended functionality of the Tokens to ensure compliance with any legal or regulatory requirements to which the Tokens are subject. The Company Parties shall publish a notice on Website of any changes to the functionality of Tokens and it is Buyer's responsibility to regularly check the Website for any such notices.

4. TOKEN SALE PROCEDURE

4.1. The substantial information about the procedures and material specifications of the Token Sale are provided in Appendix 1, including details regarding the timing, pricing of the Token sale, and the number of Tokens to be sold and distributed. The information about specific procedures on how Buyer should purchase the Tokens may also be provided on the Website. By sending the payment for the Tokens, Buyer acknowledges that he understands and has no objection to these procedures and material specifications. Failure to follow such procedures may result in Buyer not receiving any Tokens.

4.2. Buyer's purchase of the Tokens from Company during the Token Sale period is final, and there are no refunds or cancellations except as provided in the binding legal documentation published on the Website or may be required by applicable law or regulation.

4.3. Company reserves the right to refuse or reject the offers on acquisition of the Tokens at any time at Company's sole discretion, including cases when the information provided by Buyer (Invitee) upon any requests is not sufficient, inaccurate or misleading, Buyer (Invitee) is deemed to be a Restricted Person, or Buyer (Invitee) has not complied with any of the requirements of the User account.

To the extent that Company refuses or rejects the offers on acquisition of the Tokens, Company will exercise reasonable endeavors to procure that the transferred payment is refunded to the Buyer (Invitee) in the amount defined in accordance with this document and an agreement with the escrow agent. However, Company does not warrant, represent or offer any assurances that Company will successfully be able to recover and/or return any such transfers.

4.4. At any time prior to the expiration of the Token Sale, Company may either temporarily suspend or permanently abort the Token Sale for security reasons. Any suspension or abort of the Token Sale shall be deemed to commence from the moment that Company publishes a notice to that effect on the Website.

4.5. Buyer shall provide an accurate digital wallet address to Company for receipt of any Tokens distributed to Buyer pursuant to this Agreement.

4.6. The Tokens are not being offered or distributed to, as well as can not be resold or otherwise alienated by their holders to the following restricted persons ("Restricted Persons"):

4.6.1. citizens of, natural and legal persons, having their habitual residence (tax or otherwise), location or their seat of incorporation (i) in the United States of America, or (ii) in the country or territory where transactions with digital tokens are prohibited or in any manner restricted by applicable laws or regulations, or will become so prohibited or restricted at any time after this Agreement becomes effective.

4.6.2. whether or not Buyer or a person he represents is a Restricted Person;

4.7. The Restricted Persons are strictly prohibited and restricted from purchasing and using the Tokens and Company Parties are not soliciting purchases and usage by Restricted Persons in any way.

4.8. It is solely Buyer's obligation to verify at the time of making payment for the Tokens:

4.8.1. whether or not Buyer or a person he represents is a Restricted Person;

4.8.2. whether or not Buyer is allowed to purchase the Tokens under the applicable laws and regulations; and

4.8.3. whether or not Buyer is allowed by applicable laws and regulations to use the Tokens in the manner specified at the Website.

4.9. If a Restricted Person purchases the Tokens, such Restricted Person has done so on an unlawful, unauthorized and fraudulent basis. In such a case, any transactions and operations entered into by the Restricted Person in respect of the Tokens shall be null and void, including, but not limited to, the following:

4.9.1. transactions resulting from acceptance of this Agreement;

4.9.2. any transaction resulting from the acquisition of the Tokens; and

4.9.3. any payment operation.

4.10. None of the Company Parties shall be bound by a transaction or an operation specified in Article 4.9, and respective Company Party may, in its sole discretion:

4.10.1. take all necessary and appropriate actions to apply and enforce the consequences of the void transactions and operations specified above;

4.10.2. notify the relevant authorities on the transaction or the operation in question; and

4.10.3. retain all the funds paid by the Restricted Person and either freeze them until the situation is resolved by the respective authority or transfer to the account specified by the relevant financial authority, or apply to cover inflicted losses or discharge liabilities, or refund to the payer of the funds in accordance with the applicable legislation and provisions of this Agreement.

4.11. Any Restricted Person purchasing the Tokens shall be solely liable for Damages caused to Company Parties and shall indemnify, defend and hold harmless Company Parties from any Damages, losses, and expenses incurred by Company Parties that arise from or are the result of such Restricted Person's purchase of the Tokens.

4.12. Company neither offer or distribute the Tokens nor carry on a business (activity) in any regulated activity in United States of America, or in other countries and territories where transactions in respect of, or with use of, digital tokens fall under the restrictive regulations or require from Company to be registered or licensed with any applicable governmental authorities.

5. ACKNOWLEDGMENT AND ASSUMPTION OF RISKS

5.1. Buyer acknowledges and agrees that there are risks associated with purchasing the Tokens, holding the Tokens, and using the Tokens for receiving the Services, as disclosed and mentioned in Risk manual on website.

By sending the payment for the Tokens, Buyer expressly acknowledges and assumes these risks.

6. SECURITY OF BUYER'S TOKENS

6.1. Buyer shall implement reasonable measures for securing the wallet, vault or other storage mechanism utilized to receive and hold the purchased Tokens, including any requisite private keys or other credentials necessary to access such storage mechanisms.

6.2. If 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 Tokens and/or access to Buyer's account. Company Parties are under no obligation to recover any Tokens and are not liable for such loss of Buyer's Tokens.

7. KYC/AML/CFT

7.1. Company reserves the right to conduct "Know Your Customer" , "AntiMoney Laundering" and "Combating The Financing Of Terrorism" checks on Buyers (Participants) as mentioned in KYC/AML/CFT manual on the website.

8. BUYER'S RESPONSIBILITY FOR THE TAXES

8.1. The purchase price that Buyer pays for the Tokens is exclusive of all applicable taxes. Buyer is solely responsible for determining what, if any, taxes apply to the purchase of the Tokens, including sales, use, value added, and similar taxes.

8.2. Buyer is responsible for withholding, collecting, reporting and remitting the correct taxes arising from the purchase of the Tokens to the appropriate tax authorities.

8.3. None of Company Parties bear liability or responsibility with respect to any tax consequences to Buyer arising from the purchase of the Tokens.

9. REPRESENTATIONS AND WARRANTIES

9.1. By sending the payment for the Tokens, Buyer represents and warrants to each of the Company Parties that each of the following representations and warranties is true, accurate and not misleading on the date when such sending has occurred and on the date of conclusion of this Agreement:

9.1.1. Buyer has read and understand this 'Agreement', the 'White Paper', the 'Terms and Conditions', the 'Privacy Policy', the 'Risk Involved', the 'KYC/AML/CFT Manual'.

9.1.2. Buyer has sufficient understanding of the functionality, usage, storage, transmission mechanisms and other material characteristics of cryptographic tokens, token storage mechanisms (such as token wallets), blockchain technology and blockchainbased software systems to understand this Agreement and to appreciate the risks and implications of purchasing the Tokens.

9.1.3. Buyer has obtained sufficient information about the Tokens to make an informed decision to purchase the Tokens.

9.1.4. Buyer understands that the value of the Tokens over time may experience extreme volatility or depreciate in full.

9.1.5. Buyer has all requisite power and authority to execute and deliver this Agreement, to purchase the Tokens, and to carry out and perform his obligations under this Agreement.

9.1.6. If an individual, Buyer is at least 18 years old and of sufficient legal age and capacity to purchase the Tokens.

9.1.7. If a legal entity, Buyer is duly organized, validly existing and in good standing under the laws of its domiciliary jurisdiction and each jurisdiction where it conducts business. The person purchasing the Tokens on behalf of the legal entity is duly authorized to accept this Agreement on such entity's behalf and that such entity will be responsible for breach of this Agreement.

9.1.8. Buyer is not a Restricted Person and does not represent a Restricted Person.

9.1.9. The entering into and performance of this Agreement will not result in any violation of, conflict with, or constitute a material default under, with or without the passage of time or the giving of notice:

- (i) any provision of Buyer's constituent documents, if applicable;
- (ii) 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;
- (iii) any material agreement, obligation, duty or commitment to which Buyer is a party or by which it is bound;
- (iv) any foreign exchange, anti-money laundering or regulatory restrictions applicable to purchase of the Tokens; or

(v) any laws, regulations or rules applicable to Buyer.

9.1.10. Buyer will comply with any applicable tax obligations in Buyer's jurisdiction arising from the respective purchase of the Tokens.

9.1.11. Buyer will comply with all applicable anti-money laundering and counter-terrorism financing requirements.

9.1.12. The execution and delivery of, and performance under, this Agreement require no approval or other action from any governmental authority or person other than Buyer.

9.1.13. Buyer agrees and certifies that the Buyer is acquiring the Tokens for its own personal use and utility, to participate in the Platform and not for investment or financial purposes.

9.1.14. The funds, including any digital assets, fiat currency, virtual currency or Cryptocurrency, Buyer uses to purchase the Tokens are not derived from or related to any unlawful activities, including but not limited to money laundering or terrorist financing, and Buyer will not use the Tokens to finance, engage in, or otherwise support any unlawful activities.

9.2. Buyer agrees that if his country of residence or other circumstances change such that any of the representations and warranties specified in Article 9.1 are no longer accurate, that Buyer will immediately cease using the Platform.

9.3. Buyer hereby acknowledges and agrees that the Tokens are sold on an "as is", "as available" and "with all faults" basis and Buyer purchases the Tokens exclusively at his own risk without any express or implied representations and/or warranties of any kind by Company Parties.

9.4. Company and other Company Parties (if applicable) expressly disclaim all express and implied warranties and representations as to the Tokens and the Platform. None of the Company Parties makes any representations or warranties, express or implied, including:

9.4.1. any warranties or representations of title;

9.4.2. any warranties or representations of merchantability or fitness for a purpose with respect to the Platform, the Tokens or their utility, or the ability of anyone to purchase or use the Tokens;

9.4.3. the suitability, reliability, availability, timeliness, and accuracy of the Platform, the Tokens, information, software, products, Services and related graphics contained on the Website for any purpose.

9.5. Without limiting the specified in Articles 9.3-9.4, none of the Company Parties represent or warrant that the process of payment of the Tokens or receiving the Tokens will be uninterrupted, error-free, free or shall remain free of viruses or other harmful components, or that the Tokens are

reliable and errorfree. As a result, Buyer acknowledges and understands that Buyer may lose the entire amount Buyer paid to Company.

10. LIMITATION OF LIABILITY

10.1. To the fullest extent permitted by applicable law:

10.1.1. In no event will any of Company Parties be liable for any Damages arising out of or in any way related to the sale or use of the Tokens, use of the Platform or otherwise related to this Agreement, regardless of the form of action, whether based in contract, tort (including simple negligence, whether active, passive or imputed), or any other legal or equitable theory (even if the party has been advised of the possibility of such Damages and regardless of whether such Damages were foreseeable); and

10.1.2. in no event will the aggregate liability of the Company Parties (jointly), whether in contract, warranty, tort (including negligence, whether active, passive or imputed), or other theory, arising out of or relating to this Agreement or the use of or inability to use the Tokens or the Platform, exceed the amount you pay to Company for the Tokens.

10.2. To the fullest extent permitted by applicable law, Buyer disclaims any right or cause of action against any of the Company Parties of any kind in any jurisdiction that would give rise to any Damages whatsoever, on the part of any Company Party.

10.3. Company will not be liable for any delay or failure to perform any obligation under this Agreement where the delay or failure results from any cause beyond Company's reasonable control.

10.4. If applicable law does not allow all or any part of the above limitation of liability to apply to Buyer, the limitations will apply to Buyer only to the extent permitted by applicable law.

10.5. Buyer understands and agrees that it is Buyer's obligation to ensure compliance with any legislation relevant to his country of domicile concerning purchase and use of the Tokens and that Company Parties should not accept any liability for any illegal or unauthorized purchase or use of the Tokens. Indemnification for Losses Incurred by a Company Party

10.6. To the fullest extent permitted by applicable law, Buyer will indemnify, defend and hold harmless and reimburse Company Parties from and against any and all claims, demands, actions, Damages, losses, costs and expenses (including attorneys' fees) incurred by a Company Party arising from or relating to:

10.6.1. Buyer's purchase or use of the Tokens or the Platform;

10.6.2. Buyer's responsibilities or obligations under this Agreement, the Terms and conditions or the Privacy Policy;

10.6.3. Buyer's violation of this Agreement, the Terms and conditions or the Privacy Policy;

10.6.4. any inaccuracy in any representation or warranty of Buyer;

10.6.5. Buyer's violation of any rights of any other person or entity; and/or

10.6.6. any act or omission of Buyer that is negligent, unlawful or constitutes willful misconduct.

10.7. Company reserves the right to exercise sole control over the defense, at Buyer's expense, of any claim subject to indemnification under Article 10.6. This indemnity is in addition to, and not in lieu of, any other indemnities set forth in a written agreement between Buyer and Company.

10.8. Company Parties 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.

10.9. If an event of force majeure occurs, the party injured hereto by the other's inability to perform may elect to suspend this Agreement, in whole or part, for the duration of the force majeure circumstances. The party hereto experiencing the force majeure circumstances shall cooperate with and assist the injured party in all reasonable ways to minimize the impact of force majeure on the injured party.

10.10. To the fullest extent permitted by applicable law, Buyer releases the Company Parties from responsibility, liability, claims, demands, and/or Damages (actual and consequential) of every kind and nature, known and unknown (including, but not limited to, claims of negligence), arising out of or related to disputes between Buyer and Company Parties and the acts or omissions of third parties. Buyer expressly waives any statute or common law principles that would otherwise limit the coverage of this release to include only those claims which Buyer may know or suspect to exist in favor of Buyer at the time of agreeing to this release.

11. GOVERNING LAW AND DISPUTE RESOLUTION

11.1. This Agreement will be governed by and construed and enforced in accordance with the laws of the Singapore/London (upon Company's discretion), without regard to conflict of law rules or principles that would cause the application of the laws of any other jurisdiction.

11.2. Buyer and Company shall cooperate in good faith to resolve any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity, interpretation, breach or termination, and any non-contractual obligation or other matter arising out of or in connection with it ("Disputes"). If the parties hereto are unable to resolve a Dispute within 90 days of notice of such Dispute being received by all parties hereto, such Dispute shall be finally settled in arbitration proceeding as stipulated in Articles 11.4-11.8.

11.3. Any Dispute is personal to Buyer and Company and 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 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.

11.4. Any Dispute shall be referred to and finally resolved by Arbitration Rules of the Singapore International Arbitration Centre (“SIAC Rules”)/ London Court Of International Arbitration (as per sole discretion of Company) in force on the date on which the arbitration is commenced, which Rules are deemed to be incorporated by reference into this Article.

11.5. The tribunal shall consist of one arbitrator chosen by the company.

11.6. The seat of the arbitration shall be Singapore/London (upon company’s sole discretion). The language of the arbitration shall be English.

11.7. Any award of the tribunal shall be final and binding from the day it is made.

11.8. The parties hereto agree to keep confidential all matters relating to the arbitration, including related court proceedings, to the greatest extent practicable.

12. TERMINATION OF AGREEMENT

12.1. This Agreement shall terminate upon the performance of all obligations of the parties hereof. In addition to the cases stated herein, Company reserves the right to terminate this Agreement at any time in its sole discretion, including in the event that Buyer breaches this Agreement.

12.2. Upon termination of this Agreement:

12.2.1. all of Buyer’s rights under this Agreement immediately terminate;

12.2.2. Buyer is not entitled to a refund of any amount paid, unless otherwise strictly provided herein; and

12.2.3. Article 5 (Acknowledgment and Assumption of Risks), Article 8 (Buyer's Responsibility for the Taxes), Article 9 (Representations and Warranties) Article 10 (Limitation of Liability), Article 11 (Governing Law and Dispute Resolution), Article 12 (Termination of Agreement) shall continue to apply in accordance with their terms.

13. MISCELLANEOUS

13.1. This Agreement together with the Whitepaper and other documents that might be published from time to time on the Website constitutes the entire agreement between Buyer and Company relating to purchase of the Tokens from Company.

13.2. To the extent this Agreement conflicts with the Website or any other document published from time to time on the Website (including but not limited to the White Paper), this Agreement prevails.

13.3. This Agreement supersedes all prior or contemporaneous representations, understandings, agreements, or communications between Buyer and any of the Company Parties, whether written or verbal, regarding the subject matter of this Agreement.

13.4. Should any provision of this Agreement, or any provision incorporated into this Agreement in the future, be or become illegal, invalid or unenforceable under the laws of any jurisdiction, the legality, validity or enforceability in that jurisdiction of the other provisions of this Agreement shall not be affected thereby.

13.5. Company reserves the right to change, modify, add, or remove portions of this Agreement for any reason at any time during the Token Sale and afterwards by posting the amended Agreement on the Website. The revised version will be effective at the time Company posts it unless indicated otherwise. If you do not agree to be bound by the amended or modified Agreement, you must cease accessing or using the Platform.

13.6. Company may assign Company's rights and obligations under this Agreement without Buyer's consent.

13.7. Company's failure to exercise or enforce any right or provision of this Agreement will not operate as a waiver of such right or provision and will not limit Company's right to enforce such right or provision at a later time. All waivers by Company must be unequivocal and in writing to be effective.

13.8. Except as otherwise provided herein, this Agreement is intended solely for the benefit of Buyer and Company and is not intended to confer third-party beneficiary rights upon any other person or entity.

13.9. All notices, requests, claims, demands and other communications concerning this Agreement ("Notices") that a Company Party provides to Buyer, including this Agreement, will be provided in electronic form by:

13.9.1. posting a Notice on the Website; or

13.9.2. sending an email to the email address then associated with Buyer's account.

13.10. Notices provided by posting on the Website will be effective upon posting and Notices provided by email will be effective when a Company Party sends the email. It is Buyer's

responsibility to keep his email address current. Buyer will be deemed to have received any email sent to the email address then associated with his account when a Company Party sends the email, whether or not Buyer receives or reads the email.

13.11. Notices that Buyer provides to a Company Party must be in the English language and delivered to the Company Party by email (support@whyral.network). Such Notices will be effective one business day after they are sent.

13.12. Each party hereto has had an unlimited and real opportunity to influence the terms of this Agreement as well as to propose, exclude and add any provisions of this Agreement. All the terms of this Agreement are agreed by parties hereto jointly. The circumstances of the preparation of this Agreement should not affect the interpretation of its terms and the sharing of the burden of proof between the parties hereto. If Buyer has any proposals to amend, correct or add this Agreement, he can contact Company by email (support@whyral.network).

13.13. This Agreement, the White Paper, the Terms and conditions and any other information provided by the Company or its' representatives in writing or orally may include forward looking statements. In general, forward looking statements can be identified by the use of words such as "believes", "expects", "does not expect", "is expected", "targets", "outlook", "plans", "scheduled", "estimates", "forecasts", "intends", "anticipates" or "does not anticipate" or variations of such words and phrases or statements in different languages that certain actions, events or results "may", "could", "would", "might" or "will" be taken, occur or be achieved. Forward looking statements involve known and unknown risks, uncertainties and other factors which may cause the actual results, performance or achievements of the Company to be materially different from any future results, performance or achievements expressed or implied by the forward looking statements. Although the Company believes it has a reasonable basis for making these forward-looking statements, Buyer must not place undue reliance on such forward-looking information. By its nature, forward looking information involves numerous assumptions, inherent risks and uncertainties, both general and specific, which contribute to the possibility that the predictions, forecasts and other forward-looking statements will not occur.

13.14. The Appendixs form part of this Agreement and any reference to this Agreement includes the Appendixs. In this Agreement, references to "Articles" or "Appendixs" are references to Articles of, and Appendixs to, this Agreement.

13.15. In this Agreement, unless the context indicates otherwise or the contrary is expressly stated:

13.15.1. references to the singular include references to the plural and vice versa;

13.15.2. references to the male include references to the female and vice versa;

13.15.3. a reference to a person includes a reference to any individual, body corporate (wherever or however incorporated or established), association, partnership, government, state agency, public authority, joint venture, works council or other employee representative body in any jurisdiction and whether or not having a separate legal personality;

13.15.4. a reference to a person includes a reference to that person's legal personal representatives, successors, permitted assigns and permitted nominees in any jurisdiction and whether or not having separate legal personality;

13.15.5. a reference to a company shall be construed so as to include any company, corporation or other body corporate or other legal entity, wherever and however incorporated or established; and

13.15.6. except as otherwise provided in this Agreement, when referring to time, time in UTC+8 time zone shall apply.

13.16. The headings in this Agreement are inserted for convenience and reference purposes only and do not affect its interpretation.

13.17. The words "hereof", "herein", "hereunder" and "hereby" and words of similar import, when used in this Agreement, shall refer to this Agreement as a whole and not to any particular provision of this Agreement.

13.18. Wherever the word "include," "includes," or "including" is used in this Agreement, it shall be deemed to be followed by the words "without limitation".

13.19. To the extent that this Agreement, the White Paper any other document that might be published from time to time on the Website conflict with translated copies, the English version prevails.

APPENDIX 1: TOKEN SALE PROCEDURE

1. Token Sale Period

1.1. Company will conduct a sale of the Tokens ("Token Sale") which will begin at 10:00 AM GMT on April 15, 2018 ("Sale Launch Date"):

1.1.1. and end at 10:00 AM GMT on August 15, 2018; or

1.1.2. at the moment when the aggregate amount of payments for the Tokens received from all purchasers will have achieved 15,504.7 Eth; whichever is earlier ("Sale Expiration Date").

2. Procedure for Buying and Receiving Tokens

2.1. Company will make available at the Website a user dashboard to facilitate the procedure of purchase and receipt of the Tokens ("User account"). Buyer must ensure that the URL of Buyer's web browser indicates that it is using a hypertext transport protocol secure connection ("https") and that the domain name is correct.

2.2. To purchase the Tokens through the Website, Buyer shall:

2.2.1. undergo a registration procedure and obtain a personal user account available on the Website ("User Account"). The registration procedure, as well as terms and conditions of use of the User Account, are in more detail specified in Terms and Conditions of Website;

2.2.2. enter the Website using his User Account; and

2.2.3. follow the on-screen instructions.

3. Token Price and Payment for Tokens

3.1. During the Token Sale, the Token exchange rate will be as follows: 1 WRL = 0.000176Eth

3.2. Payment for the Tokens shall be made, at Buyer's discretion:

3.2.1 In Cryptocurrency by transfer to the unique Cryptocurrency wallet address the details of which will be available in the User dashboard.

3.3. There is a minimal amount of payment for the Tokens that Buyer will be able to make. At any specific time, such minimal amount may be different for different Cryptocurrencies, depending on the applicable exchange rate. The information on such minimal amount will be available in Users Dashboard on Website.

4. Buyer's Wallets

4.1. To purchase the Tokens, Buyer must have certain token wallets established and operational. Specifically, Buyer must have:

4.1.1 a respective Cryptocurrency wallet if Buyer wishes to purchase the Tokens using any Cryptocurrency; and/or

4.1.2 and an Ethereum wallet that supports the ERC20 token standard in order to receive the Tokens due to Buyer ("Ethereum ERC20 Wallet").

4.2. Company reserves the right to prescribe additional guidance regarding specific wallet requirements.

5. Creation and Distribution of Tokens

5.1. Following the results of the Token Sale, Company will make a register containing the information on the number of Tokens paid by all Token purchasers during the Token Sale, and the number of the Bonus Tokens accrued in accordance with the terms and conditions hereof.

5.2. The information specified in Article 5.1 hereof will be downloaded to the Token Smart Contract, which will then create the Tokens and distribute them among all interested parties.

5.3. Company anticipates that distribution of the Tokens from the Token Smart Contract to Token purchasers will occur within 7 days from the Sale Expiration Date.

5.4. The total number of Tokens which will be created by the Token Smart Contract shall be equal to the sum of the following: 69% of total number of Tokens which shall amount to the total number of the Tokens paid by all Buyers in accordance with the terms and conditions hereof and the total number of the Bonus Tokens accrued to all interested parties in accordance with the terms and conditions hereof. The aggregate number of such paid Tokens and Bonus Tokens, in any case, shall not exceed 103,497,402 Tokens.

5.5. The Tokens specified in Article 5.4 hereof in the number due to each Buyer or the third party (if any), will be distributed by the Token Smart Contract to the address of respective person's Ethereum ERC20 Wallet.

5.6. All Tokens will be of equal value and functionality.

6. Stop of Distribution Process

6.1. Company reserves a right to an emergency to stop the process of distribution of the Tokens in limited situations, such as, but not limited to:

6.1.1 serious security issue detected;

6.1.2 serious network performance issue, depriving all users of equal treatment;

6.1.3 any type of material attack on the Tokens, the Platform, the Website or Ethereum network.