JUSTIFY OPERATIONS CORP. TOKEN SALE TERMS & CONDITIONS

Effective Date: October 7, 2026
Last Update Date: October 7, 2026

Issuer: Justify Operations Corp., a company incorporated under the laws of the Republic of Panama with registered address at: 55th street East, P.H. SL55 Building, Floor 21, Suite 3, Panama City, Republic of Panama ("Justify Foundation", "Platform", "Company", "Issuer").

Project and Token: $JSTY (the "Token" or "$JSTY") - native utility token for the Justify Platform (the "Network").

Website and Documentation: any documentation, whether in paper or digital form, that can be published or provided to Purchasers from time to time on the Network's website at the following link: https://justify.foundation/ including but not limited to Whitepaper, Tokenomics, Restricted Jurisdictions Policy, Privacy Policy, User Terms (collectively, the "Project Documents").

Overview: These Terms and Conditions (the "Terms") govern the offer, sale, transfer, and use of $JSTY tokens. These Terms set out the rights and obligations of purchasers ("Purchaser", "you") and the Company in connection with the Token Sale and the subsequent use of $JSTY on the Network. By participating in the Token Sale or accepting $JSTY, you agree to be bound by these Terms.

IMPORTANT NOTICE AND DISCLAIMERS

No Brokerage or Advisory Role. Neither the Company nor any of its affiliates is a registered broker, dealer, financial analyst, or investment advisor.
Information Only. All information, documents and materials provided by the Company or its affiliates, including Project Documents and Platform content, are furnished solely for informational and guidance purposes. $JSTY is offered as part of the Company ecosystem, which is experimental in nature and described in the published Project Documentation.
Independent Verification. All facts, figures, assumptions and other information in or provided with these Terms must be independently verified by you**.** The Company recommends obtaining tax, legal, and financial advice before buying any digital assets or participating in any strategy or trading.
Acceptance and Acknowledgement. By clicking "I ACCEPT," checking the relevant box, submitting a Purchase Order, providing requested information, or otherwise purchasing $JSTY, you confirm you have read, understood and agree to be bound by all provisions of these Terms.
Not a Prospectus and No Advice. This document is not a prospectus or investment recommendation and does not constitute legal, tax, or financial advice. Consult your own advisors before purchasing $JSTY.

Token Nature. $JSTY is strictly a utility token for the Company network. It does not confer equity, ownership, debt, dividend, or shareholder rights in the Company unless expressly stated elsewhere in writing.

KYC, Sanctions and Eligibility. Participation is restricted to eligible jurisdictions and requires passing automated wallet screening and IP-based geographic checks. Sanctions-Restricted Persons and persons located, incorporated or resident in, or accessing the Platform from, any Restricted Region are excluded. The Company may refuse, suspend, cancel, or reverse purchases to comply with law.

No Warranty and Risk. Tokens and the Sale Platform are provided "as-is." The Company makes no warranties as to value, fitness, or uninterrupted operation. Purchasing carries substantial risk, including total loss.

Custody & Wallets. You are solely responsible for securing wallet addresses and private keys. The Company is not a custodian and is not liable for loss or theft of private keys or misdirected transfers.

1. DEFINITIONS AND INTERPRETATION

1.1. Definitions. In these Terms, the following words and expressions shall have the meanings set out below, unless the context otherwise requires:

"Affiliate" means, in relation to any person or entity, any other person or entity that directly or indirectly controls, is controlled by, or is under common control with that person or entity. For these purposes, "control" means ownership of more than fifty percent (50%) of the voting power, the ability to appoint a majority of directors, or the power to direct the management or policies of the entity.

"Applicable Law" means all statutes, laws, regulations, rules, codes, ordinances, orders, judgments, licenses, permits, and binding regulatory guidance of any relevant jurisdiction, and all applicable rules, regulations and guidelines issued by governmental or regulatory authorities.

"Authorized Sale Interface" means the Company's official website featuring a "Connect Wallet" user interface, deposit gateways, and any interface expressly designated by The Company on the Website, including any personalised purchase link provided by the Company to a Purchaser, for submitting Purchase Orders and transferring payment for Tokens via Accepted Stablecoins.

"KYC" means identity verification and customer due diligence procedures involving the collection and review of identity, address, corporate or source-of-funds documents.

"Network" means the Justify Platform implemented on the Base network, interfaces developed and maintained by the Company, and the Token is initially issued as an ERC-20 standard token and referred to as "$JSTY".

"OFAC" means the U.S. Department of the Treasury's Office of Foreign Assets Control and any successor authority responsible for administering sanctions programs.

"Party" means a party to these Terms, being the Company and/or a Purchaser, and **"Parties"** means both of them.

"Project" means the development and operation of a blockchain-based prediction market platform and related technological ecosystem through which users may create and interact with markets concerning the occurrence or outcome of specified events, access

advertising functionality and other platform services, and use the Token for the utility functions made available within such ecosystem from time to time.

"Project Documents" means the materials published by the Company and linked from the Website, including whitepaper, Terms of Use, tokenomics pages, wiki pages, Github repositories, FAQs, and any other documents, as updated from time to time.

"Purchase Order" means any instruction, order, purchase request or other communication submitted by a Purchaser via the Platform or Authorized Sale Interface to purchase Token under these Terms.

"Restricted Regions" means any of: (i) the United States of America, including its territories and possessions; (ii) the territories of Ukraine temporarily occupied by the Russian Federation (iii) the Democratic People's Republic of Korea, the Islamic Republic of Iran, the Syrian Arab Republic and the Republic of Cuba; (iv) the Russian Federation and the Republic of Belarus; (v) any other country or territory subject to comprehensive sanctions or embargoes administered by OFAC, the United Nations, the European Union or His Majesty's Treasury UK, or identified by the Financial Action Task Force (FATF) as a high-risk jurisdiction subject to a call for action; (vi) any jurisdiction in which the offer, sale, purchase or holding of Tokens is prohibited or would require any licence, registration, approval or filing that the Company has not obtained or made; and (vii) any other jurisdiction listed in the Restricted Jurisdictions Policy or designated by the Company on the Platform from time to time.

"Sanctions List" means any list of sanctioned, embargoed, or otherwise restricted persons or entities maintained by OFAC, the United Nations, the European Union, His Majesty's Treasury UK, or any other competent authority.

"Sanctions-Restricted Person" means any Purchaser or other person who is (i) organized under the laws of, resident in or a national of a jurisdiction subject to trade or economic embargoes administered by OFAC or a comparable authority; (ii) listed on, or owned or controlled by a person listed on, any Sanctions List; or (iii) otherwise subject to trade or economic sanctions that would prohibit or restrict participation in the Token Sale.

"Sale Platform" means the Platform, the Company's website and any Authorized Sale Interface used by the Company or its designated agent to offer, sell or distribute Token.

"TGE" means the Token Generation Event, being the event at which Tokens are first minted, allocated or otherwise recorded on-chain for transfer in accordance with the Tokenomics and the Project Documents.

"Token" or **"**$JSTY**"** means the digital native token of the Network identified as $JSTY and described in the Project Documents, including all rights and restrictions attaching to it under those documents and these Terms.

"Total Supply" means the maximum aggregate number of Tokens that the Company or the Network will create or allow to be in circulation, as published in the Project Documents.

"Accepted Stablecoins" means USDC and other stablecoins designated by the Company for payment, which may be processed through integrated third-party bridge providers.

"Vesting" means the timetable and related conditions that determine when Token subject to vesting become transferable by the holder, as described in the Project Documents or in any separate vesting agreement.

“Wallet” means a software or hardware wallet or other address or account capable of receiving and holding Token on the Network, including any extension, application, or custodial address that the Purchaser designates to receive Token.
“Website” means https://justify.foundation/ and any official subdomains or pages maintained by the Company for the Token Sale or the Project.

1.2. Interpretation rules:

- Headings and captions are for convenience only and do not affect interpretation.
- Words importing the singular include the plural and vice versa; words importing any gender include all genders.
- A reference to a statute, regulation or other legislative provision includes any amendment, consolidation, re-enactment or replacement and any subordinate legislation or regulations made under it.
- The words “includes”, “including” and similar phrases are to be construed as meaning “includes (or including) without limitation”.
- References to “days” are calendar days unless qualified as Business Days. “Business Day” means a day on which banks are open for business in the Republic of Panama.
- A reference to a Party includes that Party’s successors and permitted assigns.
- Any obligation on a Party not to do something includes an obligation not to allow that thing to be done.

1.3. Incorporation and precedence. The Project Documents, the Website disclaimers, and any annexes expressly incorporated by reference are incorporated into and form part of these Terms.
To the extent of any inconsistency between (i) these Terms, (ii) any executed purchase agreement entered into directly with the Company in respect of a particular sale phase, and (iii) other Project Documents, the order of precedence shall be: (i) executed purchase agreement (if any) specific to the Purchaser and sale phase; (ii) these Terms; (iii) Project Documents; and (iv) other Website materials, unless the Company expressly states otherwise in writing.
1.4. Language. The English language version of these Terms shall be the governing text. Any translation is provided for convenience only. In the event of conflict, the English text prevails.
1.5. Processing of Personal Data. All matters relating to the collection, processing, storage, transfer and use of the Purchaser’s personal data in connection with these Terms, including information provided in a Purchase Order, Wallet addresses, wallet screening results and IP address and geolocation data, shall be governed by the Company’s Privacy Policy as published on the Website. By participating in the Token Sale, the Purchaser expressly consents to such processing and to any cross-border transfers to service providers or authorities as described in that Privacy Policy.

2. BACKGROUND & SALE OVERVIEW

2.1. Project Summary and Purpose of Token.

$JSTY (the “Token”) is designed and issued solely to provide functional utility within the Project ecosystem and is not intended to represent or confer any ownership, investment, financing or profit-participation interest in the Company, the Project or any other person.

The Token is intended to be used for specified functionality within the Project ecosystem, including payment for Justify Ads, creation of markets, creator and fan interactions, rewards, giveaways, donations, supporter functionality and other Platform services made available from time to time.

Content creators and other users may, where functionality is available, acquire or dispose of Tokens using stablecoins through independent third-party conversion, bridge or other service providers accessible through or interoperable with the Network. Any such service is provided by the relevant third party and not by the Company. The Company does not undertake to provide, maintain or procure any exchange, conversion, redemption or liquidity facility and makes no representation or warranty regarding the availability, continuity, price, exchange rate, liquidity or execution of any such service.

Any amounts earned by a content creator or other user through activities conducted within the Project ecosystem arise solely from the relevant activities, services or transactions performed by that user and not from the ownership, holding or passive possession of Tokens. Holding Tokens does not entitle a holder to receive interest, yield, dividends, revenue sharing, profit distributions, fees, rewards attributable merely to Token ownership, or any other financial return from the Company or the Project.

The Token does not confer on any holder:

(a) any share, equity, membership, partnership, beneficial ownership or other proprietary interest in the Company, the Project, any Project assets or any affiliated entity;

(b) any creditor, repayment, redemption or debt claim against the Company or any other person;

(c) any right to participate in the revenues, profits, income, assets, cash flows or distributions of the Company or the Project;

(d) any voting, governance, management, control or decision-making rights in respect of the Company, the Project, the Network or any associated protocol; or

(e) any contractual right to have the Token listed, traded, exchanged, redeemed or supported by a secondary market.

The Token and the underlying technology are experimental and may be subject to modification, technical limitations and regulatory developments. The intended functionality and relevant technical and economic parameters of the Token are described in the Project Documents and may evolve in accordance with those documents and these Terms.

The Token should be acquired and used with reference to its intended functionality within the Project ecosystem. The Company does not represent, warrant or undertake that the Token will appreciate in value, maintain any particular value, be capable of resale at any particular price, or generate any financial return. Any acquisition, holding, transfer or use of the Token is subject to the risks described in these Terms and the Project Documents.

2.2. Network Technical Implementation and Compatibility. The Network is implemented on the Base network. $JSTY is initially issued as an ERC-20 standard token. The Company may support additional representations such as bridged or wrapped representations on other chains and will describe any such changes in the Project Documents or by publishing on the Website.

Purchasers must ensure their Wallets are compatible with the Network's current implementation or any officially announced interoperability or bridge solution published by the Company.

2.3. Total Supply. The maximum and fixed Total Supply of $JSTY is 1,000,000,000 Tokens. No additional $JSTY Tokens may be issued or minted above the Total Supply, except where technically necessary to replace Tokens in connection with an approved migration, bridge or equivalent technical reconfiguration that does not increase the aggregate economic supply.

2.4. Sale Phases. The Token Sale is currently in the Pre-sale phase. Token distribution may be conducted in multiple phases, which may include the current Pre-sale, future TGE, airdrops, and allocations subject to applicable lock-up and vesting conditions. Exact dates, sale windows, allocation caps, and phase-specific rules will be published on the Sale Platform prior to each phase and may be amended from time to time.

All dates and timelines are indicative and may be adjusted by the Company in its discretion to satisfy legal, technical or operational requirements. The Company shall publish material changes on the Website and Purchaser is responsible for reviewing posted notices and updates.

2.5. Current Sale Phase. The maximum allocation for the current Pre-Seed Sale is 100,000,000 $JSTY, representing 10% of the Total Supply, at a purchase price of US$0.05 per Token. Accordingly, the aggregate maximum consideration sought in the current sale is US$5,000,000. Any reference to a fully diluted valuation is an arithmetic reference derived from the sale price multiplied by the Total Supply and does not constitute a valuation, representation of fair market value, forecast or assurance as to future Token value.

2.6 Purchase Price and Accepted Payment Methods. The sale price for the Token during the current Pre-sale phase is fixed at $0.05 per Token. Payment must be made in Accepted Stablecoins. The Company may set different prices for different sale phases. The Company may designate alternate or additional Accepted Stablecoins for a given phase and will publish any such change on the Sale Platform in advance.

2.7. Compliance, KYC and Eligibility. The Company does not collect identity verification (KYC) documents from Purchasers. The Company applies automated wallet screening to the Purchaser's Wallet prior to accepting a transaction, restricts access to the Authorized Sale Interface from Restricted Regions by IP-based geographic blocking, and relies on the Purchaser's representations in Section 6 as to its status, location, eligibility and the lawful origin of its funds. The Company may, but is not obliged to, request additional information or documents from a Purchaser where wallet screening results or other circumstances indicate elevated risk. Participation is strictly prohibited for Sanctions-Restricted Persons and for persons (natural or legal) located, incorporated or resident in, or accessing the Authorized Sale Interface from, any Restricted Region. The Company will keep the list of Restricted Regions published on the Sale Platform up to date and will automatically refuse, block, or cancel purchases attempted from any

Restricted Region, flagged Wallet, or by Purchasers who do not provide information requested under this Section. Where the return of funds received from a flagged Wallet is prohibited or restricted by Applicable Law, the Company may retain, freeze or report such funds instead of returning them.

2.8. Finality and Refunds. While on-chain cryptocurrency transfers are generally irreversible once confirmed on the respective blockchain, the Purchaser shall be entitled to a refund of the purchase price actually received by the Company, less applicable network fees, in the following cases: (a) the Company rejects or cancels a Purchase Order before delivery of Tokens for reasons other than the Purchaser's breach of these Terms; (b) the Purchaser's order is not allocated in full due to oversubscription, in which case the refund is limited to the unallocated amount; (c) the Company terminates the Token Sale before the TGE; or (d) the TGE has not occurred by October 7, 2031. Refunds under this Section will be made in the same Accepted Stablecoin and to the Wallet from which payment was received, within 10 Business Days. No refund is due where a Purchase Order is rejected or cancelled due to the Purchaser's breach of these Terms, including its representations in Section 6, or where the return of funds is restricted under Section 2.6. Otherwise, except as required by Applicable Law, purchases are final. The Company is not liable for transfers sent incorrectly by Purchaser or for transfers sent to deprecated or incorrect addresses and will not be obligated to refund such transfers. Where recovery of incorrectly sent funds is technically possible, the Company may attempt recovery but has no obligation to do so.

2.9. Reservation of Rights and Changes to Sale Mechanics. The Company reserves the right, in its sole discretion and to the fullest extent permitted by Applicable Law, to (i) modify or terminate the sale, (ii) change sale pricing, phase mechanics, allocation and distribution schedules, (iii) refuse or cancel Purchase Orders, including to address oversubscription, fraud, compliance requirements or technical issues, and (iv) delay $JSTY distribution for legal or technical reasons. Material changes will be posted on the Website and Platform, and the Purchaser is responsible for reviewing such notices.

Any material change that adversely affects Purchaser rights will be implemented only to the extent necessary to comply with Applicable Law or to mitigate legal or operational risks and such changes may include additional compliance requirements or restrictions on transferability.

3. ACCEPTANCE AND RELIANCE

3.1. Method of Acceptance and Electronic Consent. Acceptance of these Terms may be effected by electronic means, including but not limited to (i) clicking an acceptance checkbox, (ii) pressing an "I Accept" or similar button, (iii) submitting a Purchase Order via the Authorized Sale Interface, or (iv) any other electronic action the Company specifies on the Sale Platform. Such electronic acceptance has the same legal effect as a handwritten signature.

You expressly consent to conduct the transaction and receive all communications and notices electronically and agree that such electronic transmissions satisfy any legal requirement that communications be in writing.

3.2. Reliance and No Advice. You acknowledge and agree that neither the Company nor any affiliate is providing you with legal, tax, investment, regulatory or accounting

advice by virtue of making the Token available for purchase. You must rely on your own examination and independent verification of all matters concerning the Token, the Network, the Company and these Terms of the sale, including the merits and risks involved.

You confirm that you have had the opportunity to ask questions of and receive answers from the Company regarding the Token Sale, and to obtain independent professional advice concerning the legal, tax and accounting consequences of purchasing Tokens.

3.3. No Reliance on Third-Party Statements or Communications. You represent and warrant that neither you nor any person acting on your behalf has relied upon any representation, warranty, projection, forecast, statement, or information, whether written or oral, made by the Company, its Affiliates or any other person, including partners, consultants, or advisors, other than those expressly set out in these Terms and the Project Documents. Any estimates, projections, roadmaps or forward-looking statements, or records of past performance in the Project Documents involve risks and uncertainties and are not guarantees of future performance.

3.4. Acknowledgement of Project Documents and Updated Disclosures. You confirm that you have read, understood and accepted the Project Documents and any FAQs, tokenomics, technical specifications and other materials the Comapny has published on the Website, which are incorporated by reference into these Terms.

You acknowledge that these Terms and Project Documents may be updated from time to time and that the Company may post clarifications, technical changes, or additional disclosures on the Website. It is your responsibility to review such materials. Continuing to participate in the sale or to hold or use Tokens after changes are posted constitutes acceptance of those changes insofar as they apply to future purchases or ongoing use.

3.5. Right to Refuse, Cancel or Suspend Orders. The Company reserves the right, in its sole discretion and without liability, to refuse to accept, to suspend acceptance of, or to cancel any Purchase Order, including after receipt of payment but before delivery, for any reason, including but not limited to (i) suspected fraud, non-compliance with these Terms, (ii) failure to pass wallet screening or sanctions checks, sanctions exposure or other regulatory concerns, (iii) technical issues or oversubscription.

In the event of cancellation by the Company, any refund or return of funds will be made only in accordance with Section 2.7, Applicable Law and the Company's internal policies. Refunds, if any, may be net of network fees as provided in Section 2.7 and made by a method determined at the Company's discretion and may be processed through third parties.

3.6. No Agency and No Partnership. Nothing in these Terms shall be construed to create a partnership, joint venture, employment, fiduciary or agency relationship between the Company and Purchaser. Purchaser has no authority to bind the Company.

3.7. Survival and Interpretation. The representations, warranties, covenants and obligations set out in this Section and elsewhere in these Terms that by their nature are intended to survive termination (including those relating to indemnity, limitation of liability, dispute resolution and governing law) survive termination or expiration of these Terms.

4. PURCHASE PROCESS, PAYMENT AND TOKEN ALLOCATION

4.1. Purchase Orders. Purchases of $JSTY are made only by submitting a Purchase Order through the Platform or by any other method the Company expressly authorizes in writing. A Purchase Order must include the information requested on the Platform, including the Purchaser's legal entity name, jurisdiction of incorporation, contact details, and the Wallet address for delivery. Purchaser is responsible for the accuracy of all information submitted.

4.2. Acceptance and Conditions Precedent. A Purchase Order is an offer to buy $JSTY. The Company will accept a Purchase Order only when it issues an express confirmation via the Sale Platform. Acceptance and any obligation to deliver Token are subject to (i) the Company's acceptance, (ii) receipt and confirmation of cleared payment in the accepted currency to the Company's designated Wallet, and (iii) satisfactory completion of wallet screening and sanctions checks.

4.3. Payment and Fees. Unless otherwise announced for a particular phase, payment must be made in Accepted Stablecoins, or another cryptocurrency the Company designates in writing. Purchaser must follow payment instructions exactly. Purchaser bears all blockchain, exchange, and intermediary fees. On-chain payments are final and irreversible when confirmed. The Company's records of receipt are conclusive absent manifest error.

4.4. Allocation and Limits. The Company may establish minimums, maximums, caps and allocation rules per Purchaser and per phase. If demand exceeds supply, the Company may allocate Token pro rata, by lottery or by other methods described for the phase. The Company's allocation decisions are final except as required by Applicable Law.

4.5. Token Delivery. The Company will allocate and arrange delivery of Token to the Wallet address provided by Purchaser at the times and in the manner set out for the applicable sale phase, as described in Project Documents. Delivery is complete when Tokens are recorded on the Network and visible at the Purchaser's designated Wallet. The Company is not liable for third-party bridge or custodian failures except for its own gross negligence or willful misconduct.

4.6. Wallets. Purchaser must provide a Wallet address compatible with the Token representation to be issued. The Company will publish supported address formats and recommended wallets. The Company is not responsible for Tokens sent to incompatible, incorrect or custodial or exchange addresses and shall have no obligation to recover such Tokens.

4.7. Vesting and Transfer Restrictions. Tokens purchased in the current Pre-Seed Sale shall vest as follows: (a) 10% of the Purchaser's allocation shall become transferable at the TGE; (b) the remaining 90% shall be subject to a three-month cliff commencing on the TGE; and (c) following expiry of the cliff, the remaining allocation shall vest in equal monthly instalments over 24 months. Subject to the foregoing, the allocation will be fully vested by Month 27 following the TGE. For purposes of this Section, Month 1 commences on the date of the TGE. The lock-up and vesting restrictions applicable to Tokens purchased in the Pre-Seed Sale are intended to be enforced through smart contracts deployed on Base. Tokens subject to vesting shall not be transferable by the Purchaser before the applicable vesting date, except where an alternative technical implementation is reasonably required as a result of a network migration, security incident or Applicable Law.

4.8. Misdirected or Irrecoverable Payments. If Purchaser sends funds to an incorrect address or uses the wrong network, those funds may be irrecoverable, and the Company will have no liability. At the Company's discretion and subject to legal and technical feasibility, the Company may assist recovery efforts; any such assistance is discretionary and may be subject to reimbursement of costs. The networks and assets accepted for payment, including any assets from other networks accepted through integrated bridge providers, will be specified on the Sale Platform.

4.9. Corporate Purchasers and Agents. Where Purchaser is an entity, it represents that it has authority to enter into these Terms and will provide corporate documents or authorizations on request. Purchasers acting as agents or nominees must disclose their ultimate beneficial owners upon request. Failure to do so may result in cancellation.

4.10. Third-party Services and Exchanges. The Company will keep records of Purchase Orders, payments, wallet screening results and allocations. Purchaser acknowledges that use of third-party exchanges, gateways, wallets or custodians involves separate risks. The Company is not responsible for the acts or omissions of third parties, nor does the Company guarantee or promise any exchange listing or liquidity.

4.11. Suspension, Delay, No Custody. The Company may suspend, delay or cancel acceptance, allocation or delivery for compliance, technical, security or regulatory reasons without liability except as required by Applicable Law. Unless expressly agreed in writing, the Company is not a custodian of private keys and Purchaser is solely responsible for custody, backup and security of Wallet credentials.

5. TOKENOMICS AND NETWORK MECHANICS

5.1. Burns & Emissions. Any burn mechanics, emission schedules or inflation and deflation policies are as described in the Project Documents or on the Website. Such parameters may be implemented by on-chain code. The Company may adjust operational implementation or timing to comply with Applicable Law. Material changes will be published.

5.2. Tokenomics Updates. Tokenomics, emission rates, and related economic parameters may be amended by the Company only to the extent necessary to comply with Applicable Law or to address technical or security issues. No such amendment shall reduce the number of Tokens allocated to a Purchaser, increase the price paid, or adversely change the vesting schedule applicable to Tokens already purchased, without the Purchaser's prior written consent, unless required by Applicable Law.

5.3. Alternate Representations. The Company may support or permit bridged, wrapped or other interoperable representations of $JSTY on other networks. Such representations are subject to third-party bridge, custodian and smart-contract risk. Except to the extent caused by the Company's gross negligence or willful misconduct, the Company is not liable for failures, loss, delays or insolvency of third-party bridges, custodians or wrapped token contracts.

5.4. Snapshots, Rounding & Technical Adjustments. Any snapshot dates, decimal precision, rounding rules or minor technical adjustments necessary for on-chain arithmetic or cross-chain representations are set out in the Project Documents or published on the Website. The Company may make immaterial adjustments to ensure technical integrity.

5.5. Enforcement of Allocation Rules. The Company may, and Purchaser consents that the Company may, enforce allocation, lock-up and vesting rules by on-chain controls, contractual measures or cooperation with exchanges and custodians. The Company may refuse to recognize transfers, freeze Tokens, or take other remedial measures where it reasonably determines a transfer would breach applicable restrictions or these Terms.

6. PURCHASER REPRESENTATIONS, WARRANTIES & COVENANTS

6.1. General representations and warranties. By submitting a Purchase Order and at the time of each payment and delivery, the Purchaser represents and warrants to the Company that the following statements are true, complete and accurate:

1. **Institutional Status.** The Purchaser represents and warrants that it is a duly organized and validly existing corporate entity or institutional investor, and is not participating in the Token Sale as an individual consumer or retail investor. The Purchaser is acting for its own account and possesses the necessary financial and technical sophistication to assess the risks associated with digital assets.
2. **Capacity and authority.** The Purchaser has full power, capacity and authority to enter into and perform its obligations under these Terms and (if the Purchaser is an entity) the person submitting the Purchase Order is duly authorized to bind the entity.
3. **No conflict.** The execution, delivery and performance of these Terms by the Purchaser do not and will not (i) violate any law or regulation applicable to the Purchaser, (ii) conflict with any material agreement to which the Purchaser is a party, or (iii) require any consent, approval or filing by the Purchaser except as disclosed to the Company.
4. **Sanctions.** Neither the Purchaser nor any person for whom the Purchaser acts is a Sanctions-Restricted Person, is not located, incorporated or resident in a Restricted Region, and has not used any VPN, proxy or other means to circumvent the geographic restrictions of the Sale Platform.
5. **Lawful funds.** The funds used to purchase Tokens are not derived from illegal activity and will not be used for money-laundering, terrorist financing, sanctions evasion or other unlawful activity.
6. **Not for distribution.** The Purchaser is not purchasing Tokens with a view to, or for resale to, persons in jurisdictions where such resale would be unlawful, and is not acquiring Tokens for the account of any person who would be prohibited from acquiring them under these Terms.
7. **No reliance.** The Purchaser has not relied on any statement, representation or warranty other than those expressly contained in these Terms and the Project Documents. The Purchaser has had the opportunity to obtain independent legal, tax and financial advice.
8. **Accuracy of information.** All information and documentation provided to the Company, including any information or documents provided upon request, is true, complete and not misleading, and the Purchaser will promptly update the Company if any such information changes.
9. **Wallet ownership and compatibility.** Any Wallet address provided to the Company for delivery of Token is owned or controlled by the Purchaser, is compatible with the

Token representation to be issued, and is not an address controlled by a person who would be prohibited from receiving Token under these Terms.

10. **No fraud or misuse.** The Purchaser will not use the Tokens or the Network for any unlawful, fraudulent, abusive or malicious purpose.
11. **Tax compliance.** The Purchaser is responsible for all tax consequences of purchasing, holding, using, transferring and disposing of Tokens. The Purchaser will comply with applicable tax reporting and payment obligations.
12. **No insolvency.** The Purchaser is not insolvent, is not subject to bankruptcy or similar proceedings, and is able to bear the economic risk of purchasing the Tokens.
13. **Technological understanding.** The Purchaser has sufficient knowledge and experience in dealing with digital assets, blockchain and related technology to understand and evaluate the risks of purchasing Tokens.
14. **No material undisclosed litigation.** There is no litigation, investigation or enforcement action pending or, to the Purchaser's knowledge, threatened against the Purchaser that would reasonably be expected to impair its ability to perform under these Terms.

6.2. Entity and agent-specific assurances. If the Purchaser is acting on behalf of another person, or as agent, nominee or trustee, the Purchaser additionally warrants that it has the authority to bind the beneficial owner and that it will disclose the identity of the ultimate beneficial owner to the Company upon request.

6.3. Remedies for breach. If any representation, warranty or covenant in this Section 6 is untrue, incomplete or breached or if the Company reasonably suspects such a breach:

a) the Company may, in its discretion and without limiting other remedies, refuse to accept or process Purchase Orders, withhold or suspend Token delivery, cancel or void allocations, freeze Tokens or funds, refuse refunds, reverse on-chain allocations where technically feasible, or report the matter to competent authorities; and

b) the Purchaser shall be liable to indemnify the Company for any loss, cost or expense, including reasonable legal fees, arising from the breach, as more fully set out in the indemnity provisions elsewhere in these Terms.

6.4. Survival. The representations, warranties and covenants in this Section 6 survive delivery of Tokens, termination of the Purchase Order and termination of these Terms to the extent necessary to give effect to any rights or remedies arising from their breach.

7. TOKEN FUNCTIONALITY AND REGULATORY MATTERS

7.1. Utility only. $JSTY is solely a utility token. It is not designed or intended to be used for governance, or paying generalized network fees outside of its specific utility within the Project ecosystem. Holders may also be eligible for non-binding benefits such as priority access to products or services, membership benefits, and other incentives as described in the Project Documents or published on the Website. Such benefits do not constitute equity, dividends, or legal entitlements to the Company's profits.

7.2. No corporate rights. Ownership or receipt of $JSTY does not, under any circumstances, give the holder any ownership interest, equity, membership, share, voting rights in the Company, in the corporate sense, right to participate in the management or control of the Company, right to receive dividends, distributions, profits, interest, or other economic returns from the Company, or any other rights typically associated with equity

or debt instruments, unless expressly stated in a separate, signed written agreement between the Company and the Purchaser.

7.3. No fiduciary relationship. Nothing in these Terms or in any sale, issuance, or transfer of $JSTY establishes a fiduciary, trustee, partnership, agency or similar relationship between the Company and any Token holder. The Company does not owe Token holders fiduciary obligations in respect of the Token Sale or the Company's use of Token sale proceeds.

7.4. No guaranteed return. $JSTY is not structured or marketed as an investment providing guaranteed returns. The Company makes no promise or representation of future value, liquidity, appreciation, or profitability of $JSTY.

7.5. Software and smart-contract risk. $JSTY's operation depends on the correct and uninterrupted functioning of the Network, smart contracts, and other software. Such components are subject to bugs, vulnerabilities, forks, upgrades and third-party dependencies. The Company does not warrant or guarantee the correctness, reliability, or security of any code or third-party components.

7.6. Third-party services. $JSTY's utility and accessibility may depend on third parties, including exchanges, wallets, bridge operators, custodians and infrastructure providers. The Company is not responsible for the actions or failures of such third parties except to the extent caused by the Company's gross negligence or willful misconduct.

7.7. No assurance on classification. The regulatory, tax and legal classification of $JSTY is unsettled in many jurisdictions and may be reclassified in the future. The Company does not represent that $JSTY cannot, was not, and will not be characterized as a security, investment contract, or other regulated instrument in any jurisdiction.

7.8. Issuer remedial powers. If a competent authority determines that the sale, issuance or distribution of $JSTY is subject to additional regulatory requirements, or if the Company reasonably believes such a determination may occur, the Company may take any lawful actions it deems necessary to comply with applicable law, including rescinding or restricting sales, imposing transfer conditions, requiring additional compliance measures, refusing participation by certain persons or jurisdictions, or other remedial measures. Such measures may be applied retroactively where required by law or ordered by competent authorities and may materially affect Purchaser rights or Token economics. The Company will, where practicable, notify affected Purchasers of material remedial actions.

7.9. No Reliance on Token Utility or Roadmap. Purchaser acknowledges that any descriptions of current or future functionality, features, roadmaps or planned integrations of the Company in the Project Documents or on the Website are forward-looking and subject to change. The Company does not guarantee that any particular functionality will be implemented or that the Network will operate as described at all times.

7.10. Interoperable and Wrapped Representations. Where $JSTY is represented, bridged or wrapped on alternative chains or layers, such representations are distinct technical assets and may be subject to third-party contract, bridge, custodian or counterparty risk. A holder of a bridged or wrapped representation may have different rights and obligations than a holder of native $JSTY on the Network. Purchaser must consult the Project Documents for details.

8. INTELLECTUAL PROPERTY

8.1. Ownership. All intellectual property rights in the Project, Website, Sale Platform, Project Documents, software, including smart contracts, trademarks and related materials (collectively, "The Company IP") are owned or licensed by the Company. Nothing in these Terms transfers any ownership in the Company IP to Purchaser.

8.2. Limited license. Purchaser is granted a non-exclusive, revocable, non-transferable license to view and use Project Documents and Website content solely for the purpose of evaluating, purchasing, holding or using Token. Any other use requires the Company's prior written consent.

8.3. Restrictions. Purchaser shall not copy, reproduce, distribute, create derivative works from, decompile, reverse engineer or otherwise attempt to derive source code from the Company software or smart contracts, nor remove or obscure any proprietary notices, except to the extent permitted by mandatory law.

8.4. Feedback and contributions. Any feedback, suggestions or contributions made to the Company are non-confidential and Purchaser grants the Company a perpetual, irrevocable, royalty-free, worldwide license to use and exploit such feedback or contributions.

8.5. Third-party software. The Company may incorporate third-party or open-source components subject to separate licenses. Such components are governed by their own terms and the Company makes no additional warranties in respect of them.

8.6. Infringement claims. Claims of intellectual property infringement should be reported to the Company in writing with reasonable supporting detail. The Company may remove or disable access to content where appropriate.

8.7. Reservation and survival. All rights not expressly granted are reserved. The provisions of this Section survive termination of these Terms.

9. LIMITATION OF LIABILITY

9.1. No consequential damages. To the maximum extent permitted by Applicable Law, the Company and its Affiliates shall not be liable for any indirect, incidental, consequential, exemplary, special or punitive damages, or for any loss of profits, data, business, or goodwill, whether arising in contract, tort or otherwise, even if advised of the possibility of such damages.

9.2. Liability cap. To the maximum extent permitted by law, the Company's aggregate liability to Purchaser for all claims arising out of or in connection with these Terms or the Token Sale shall not exceed the amount actually paid by Purchaser to the Company for the Token giving rise to the claim.

9.3. Exclusions. Nothing in these Terms shall exclude or limit liability for fraud, willful misconduct or any other liability that cannot lawfully be excluded or limited under Applicable Law.

9.4. Allocation of risk. Purchaser acknowledges that the disclaimers, limitations and exclusions of liability in these Terms reflect a fair allocation of risk and form an essential basis of the bargain between Purchaser and the Company.

10. INDEMNIFICATION

10.1. Purchaser indemnity. Purchaser shall indemnify, defend and hold harmless the Company, its Affiliates, and their respective directors, officers, employees, agents, contractors and advisers ("Indemnified Parties") from and against any and all losses, claims, liabilities, damages, costs and expenses, including reasonable legal fees arising out of or relating to:

a) Purchaser's breach of these Terms, including any representations, warranties or covenants;

b) Purchaser's violation of Applicable Law in connection with the purchase, holding, transfer or use of Token;

c) any false, misleading or incomplete information or documentation provided by Purchaser;

d) Purchaser's unlawful, negligent, fraudulent or malicious acts or omissions; and

e) claims by third parties arising from Purchaser's participation in the Token Sale or use of Token.

10.2 Procedure. The Company shall promptly notify Purchaser of any indemnifiable claim. Purchaser shall not settle any claim without the Company's prior written consent (not to be unreasonably withheld). The Company may assume control of its own defense with counsel of its choice, without relieving Purchaser of its indemnification obligations.

10.3 Survival. Purchaser's obligations under this Section survive termination or expiration of these Terms and continue to apply to Tokens held or transferred after the Token Sale.

11. GOVERNING LAW & DISPUTE RESOLUTION

11.1. Governing Law and Dispute Resolution. These Terms, and any non-contractual obligations arising out of or in connection with it, shall be governed by the laws of England and Wales.

If you have any question, complaint, or disputes, please first contact us at ceo@justify.market. We will use our best efforts to resolve your concerns through our internal process within 30 days.

If the matter remains unresolved, any dispute, controversy, or claim arising out of or relating to these Terms shall be referred to and finally resolved by arbitration administered by the Singapore International Arbitration Centre (SIAC) in accordance with the SIAC Rules in force at the time of the arbitration, which Rules are deemed incorporated by reference.

The seat of arbitration shall be Singapore, and the language of the arbitration shall be English.

To ensure cost-efficiency of the procedure:

- the tribunal shall consist of **one** arbitrator.
- the arbitration may, if appropriate, proceed on a **documents-only basis** without a hearing, or be conducted through online or remote hearings as determined by the tribunal.

If the amount in dispute does not exceed USD 1 million, or if otherwise appropriate, the dispute shall be conducted under the **Expedited Procedure** provisions of the SIAC Rules.

11.2. Interim relief. Nothing in this Section prevents either Party from seeking urgent interim or conservatory relief (including injunctive measures or orders for the preservation of assets) in any competent court, in support of arbitration.

11.3. Waiver of class actions. Purchaser agrees that all disputes must be brought on an individual basis, and not as a claimant or class member in any purported class, collective or representative proceeding. The arbitrator may not consolidate claims of more than one party.

11.4. Good-faith negotiations. The internal resolution process described in Section 11.1 constitutes the Parties' good-faith negotiation period. Neither Party may commence arbitration before the expiry of 30 days from the date one Party notifies the other of the dispute.

11.5. Survival. This Section 11 shall survive termination or expiration of these Terms.

12. MISCELLANEOUS

12.1. Entire agreement. These Terms, together with any executed purchase agreement, the Project Documents incorporated by reference and the Privacy Policy, constitute the entire agreement between Purchaser and the Company with respect to the Token Sale and supersede all prior discussions, negotiations, understandings or agreements, whether written or oral, relating to the subject matter hereof.

12.2. Amendments. The Company may amend these Terms at any time where reasonably necessary to comply with Applicable Law, to reflect technical or operational changes to the Project, or to protect the Company from legal, regulatory or security risks. Material changes will be published on the Website or Sale Platform and will be effective upon publication or at such later date specified therein. Purchaser's continued participation or holding of Token after such changes constitutes acceptance, provided that no amendment shall adversely affect Tokens already purchased, the price paid or the applicable vesting schedule, unless required by Applicable Law.

12.3. Assignment. Purchaser may not assign or transfer any rights or obligations under these Terms without the Company's prior written consent. The Company may assign its rights and obligations under these Terms to any Affiliate or successor in connection with a merger, acquisition, reorganization, sale of assets, or other corporate transaction.

12.4. Force majeure. The Company shall not be liable or responsible for any failure or delay in performance caused by events beyond its reasonable control, including acts of God, natural disasters, war, terrorism, civil unrest, labor disputes, failures of networks or utilities, or government actions.

12.5. No waiver. Failure or delay by the Company in exercising any right or remedy under these Terms shall not constitute a waiver of that or any other right or remedy. Any waiver must be in writing and signed by an authorized representative of the Company.

12.6. Severability. If any provision of these Terms is held invalid, illegal or unenforceable, the remaining provisions shall remain in full force and effect. Such invalid provision shall be enforced to the maximum extent permissible under Applicable Law,

and if necessary, replaced with a valid provision that most closely reflects the parties' intent.

12.7. Notices. All notices, requests, demands and other communications under these Terms must be in writing. The Company may deliver notices to Purchaser via the Website, Sale Platform or to the contact details provided by Purchaser. Purchaser is responsible for keeping its contact details accurate and up to date.

If you have any questions regarding these Terms, your eligibility to participate in the Token Sale, or the technical process for participating in the Token Sale, you may contact the Company at:

Email: ceo@justify.market

Communications with the Company do not constitute legal, financial, investment, tax or other professional advice.