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THESE TOKENS HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT, OR APPROVED OR DISAPPROVED BY THE U.S. SECURITIES AND EXCHANGE COMMISSION, ANY STATE SECURITIES COMMISSION OR OTHER REGULATORY AUTHORITY, NOR HAVE ANY OF THE FOREGOING AUTHORITIES PASSED UPON OR ENDORSED THE MERITS OF THIS OFFERING OR THE ACCURACY OR ADEQUACY OF THIS MEMORANDUM. ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL

SUBSCRIPTION AGREEMENT

\$STORE Tokens to be provided by STORE Labs, Inc.

PLEASE READ THESE TERMS CAREFULLY. NOTE THAT ARTICLE 7 CONTAINS A BINDING ARBITRATION CLAUSE AND CLASS ACTION WAIVER, WHICH MAY AFFECT YOUR LEGAL RIGHTS.

Subscription Submission Date:

Name of Purchaser:	
Email of Purchaser:	
Number of \$STORE Tokens Purchased:	
Number of bonus \$STORE received	
Purchase Price Per Token (USD):	\$0.069
Total Purchase Price (USD):	
Form of Payment:	
Allocated Supply as of March 1, 2020	333,11,510 \$STORE
Authorized Supply	1,000,000,000 \$STORE

This SUBSCRIPTION AGREEMENT (the “*Agreement*”) is entered into by and between the undersigned purchaser (the “*Purchaser*” or “*You*”) and STORE Labs, Inc., a Delaware corporation (the “*Company*”), with respect to the sale by Company and, subject to the terms set forth below, the purchase by Purchaser of the right to receive the Company’s STORE tokens (each, a “*Token*”), at such time as the Company conducts its Token Generation Event (“*TGE*”). A more detailed description of the Company, the Tokens and this offering can be found in the Company’s confidential private placement memorandum (“*PPM*”), which You have had opportunity to read in depth.

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1. Definitions

“**Allocated Supply**” means the number of Tokens that the Company is contractually obligated to create and distribute to Token owners for the purpose of growing the \$STORE ecosystem, as more particularly set forth on **Schedule 1**. These Tokens are not yet circulating and cannot be resold. (Once they are created and distributed to \$STORE owners, the Company will shift to using the term “Circulating Supply.”)

“**Applicable Exchange Rate**” has the meaning set forth in Section 2.2.

“**Authorized Supply**” means the \$STORE tokens that have been authorized by the Company to be issued for the purpose of growing the \$STORE ecosystem over 100-year and 1,000- year periods, as more particularly set forth on **Schedule 1**.

“**STORE**” means, STORE Labs, Inc., a Delaware corporation.

“**\$STORE**” means the token issued by STORE Labs, Inc., a Delaware corporation.

“**DGCL**” means the Delaware General Corporation Law.

“**Digital Currency**” has the meaning set forth in Section 2.1.

“**Disputes**” has the meaning set forth in Section 7.1.

“**FAA**” has the meaning set forth in Section 7.3.

“**Governmental Authority**” means any nation or government, any state or other political subdivision thereof, any entity exercising legislative, judicial or administrative functions of or pertaining to government, including, without limitation, any government authority, agency, department, board, commission or instrumentality, and any court, tribunal or arbitrator(s) of competent jurisdiction, and any self-regulatory organization.

“**JAMS**” has the meaning set forth in Section 7.5.

“**Laws**” means laws, statutes, ordinances, rules, regulations, judgments, injunctions, orders and decrees.

“**Offering**” means the offering by Company of the opportunity to purchase the right to acquire the Tokens to certain qualified potential purchasers as described in the Offering Documents.

“**Offering Documents**” means the PPM, including all appendices and exhibits thereto (including this Agreement), pursuant to which Company is conducting the Offering and which Company has provided to the Purchaser hereby.

“**Offering Period**” means the period during which Company conducts the Offering (as it may be extended or earlier terminated).

“**Person**” means individual or legal entity or person, including a government or political subdivision or an agency or instrumentality thereof.

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“**Purchase Amount**” means the aggregate amount of Tokens that Purchaser is to purchase from Company.

“**Securities Act**” means the Securities Act of 1933, as amended and the rules and regulations promulgated thereunder..

“**Token**” means the Company’s \$STORE tokens, including any Initial Tokens and Replacement Tokens as set forth in Section 2.10.

2. Procedures for Purchase of Tokens

2.1 Purchaser shall (i) wire transfer of immediately available funds to the account(s) designated by Company, and provide by email with a fed reference number by which Company can verify the wire has been sent; or (ii) provide the Company with payment by transfer of Bitcoin (BTC) and/or Ethereum (ETH) (collectively, “**Digital Currency**”) to the wallet address specified by the Company, together with (x) a screenshot of the transaction or (y) the block explorer URL. In each case described above, Purchaser shall tender to Company, in U.S. dollars or Digital Currency, as applicable, the full purchase price of the Purchase Amount within seventy-two (72) hours of submitting this Agreement, via electronic signature through DocuSign or other electronic form designated by Company, to Company through its website portal at <http://storelabs.org> or at such other Web address as the Company may designate.

2.2 For purposes of this Agreement, the value of the Purchase Amount shall be measured in U.S. dollars. Payments received in Digital Currency will be valued at the Applicable Exchange Rate for the respective Digital Currency. The term “*Applicable Exchange Rate*” shall mean for any Digital Currency, the bid price therefore to purchase such Digital Currency with US Dollars, on a reputable cryptocurrency exchange, selected in the Company’s sole and absolute discretion, located in the United States at the time of receipt by the Company of the Digital Currency (which may be adjusted to the nearest even minute). To the extent that the value of Digital Currency provided is (i) not sufficient to purchase the number of Tokens subscribed for, the subscription shall be decreased to the greatest number of Tokens purchasable with the amount of payment that you provide or (ii) greater than required to purchase the number of Tokens subscribed for, we will return to you the overage in the same manner as we would return payment in the event that we had not accepted your Subscription.

2.3 Following Company’s acceptance of your subscription to purchase Tokens and the Company’s acceptance of Your payment for such Tokens, Company shall provide you a purchase confirmation inclusive of the number of Tokens purchased and to the extent relevant the value of Digital Currency at the time of Your purchase. The TGE has not taken place as of the date of this Agreement; accordingly, your purchase confirmation will serve as your evidence of purchase.

2.4 Prior to the date on which Company releases Tokens, Company will provide you by message to the email address You have specified above with instructions for receiving Your Tokens. Particularly, Company will provide instructions for obtaining and registering a wallet capable of sending and receiving the Tokens. It is your responsibility to maintain the email address You specify above and Company will not be responsible for Your failure to receive communications sent to such address. You may request for the Company to change Your email address for receipt of communications from the Company pursuant to the procedure specified below in Section 9.1. You are responsible for implementing reasonable measures for securing any wallet, vault or other storage mechanism that You use to receive and hold the Tokens purchased from Company, including any requisite private key(s) or other credentials necessary to access such storage mechanism(s). If your private key(s) or other access credentials are lost, You may lose access to your Tokens.

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Notwithstanding any other provision of this Agreement, Company shall not be responsible or liable for any damages, losses, costs, penalties, fines or expenses arising out of, or relating to, (i) your failure to implement reasonable measures to secure the wallet, vault or other storage mechanism You use to receive Tokens, Your email or the relevant access credentials; or (ii) the loss of or unauthorized use of any of your access credentials.

2.5 Company may determine, in its sole discretion, that it is necessary to obtain certain additional information about You or (if relevant) your beneficiaries, shareholders, beneficial owners, partners, directors, officers or any other individuals connected to You in order to complete the sale or delivery of the Tokens, or in order to comply with applicable Laws or requests of any regulator in any relevant jurisdiction, in connection with the sale or transfer of the Tokens. You agree to provide Company such information promptly upon request, and any information that You provide in respect of any third-party individuals may be collected, used and disclosed by Company in order for Company to comply with Laws or requests of any regulator in any relevant jurisdiction. You acknowledge that Company may refuse to sell or deliver the Tokens to You, until You provide such requested information and Company has determined that it is permissible to sell You the Tokens under applicable Laws. If Company reasonably and in good faith determines in its discretion that You do not meet Company's suitability standards for purchasing the Tokens, Company may reject your subscription to purchase Tokens and promptly refund the aggregate price of the Purchase Amount paid by You. Company's use of any personal information that you provide will be in accordance with its Privacy Policy.

2.6 Any refund of the aggregate Purchase Amount paid by You to Company pursuant to Section 2.5 above shall be in the amount and form that You provided to Company, without interest thereon or deduction therefrom, and to the account from which You paid Company the aggregate price of the Purchase Amount.

2.7 Purchaser acknowledges and agrees that the sale to Purchaser of the Tokens is final, subject to Company's rights under this Section 2.7 and Section 2.5 above, and that Purchaser shall have no right to cancel or terminate this Agreement (or to receive any refund of all or any portion of the aggregate Purchase Amount, other than as contemplated by this Section 2.7 and Section 2.5 above). Notwithstanding the foregoing, Company reserves the right, in its sole discretion, to reject any subscription, in whole or in part, in which case Company shall promptly refund the aggregate price of the Purchase Amount to You pursuant to Section 2.6 above.

2.8 Purchaser accepts, acknowledges and understands that the rights to the Tokens for which Purchaser is subscribing will not result in a delivery of any digital asset unless/until the TGE. Accordingly, until such time it will be impossible to transfer our assign Tokens to any third-party (voluntarily or involuntarily) without obtaining the Company's approval, which the Company will not, in respect of any voluntary transfer, grant. Following the TGE, the Tokens may still be subject to certain restrictions as required to comply with applicable law. The underlying software of the Tokens may contain features that prevent unpermitted transfers of the Tokens, that certain transfers may be subject to automatic cancellation thereby and that Company will have no liability whatsoever to Purchaser for the foregoing.

2.9 Company may, at any time prior to the expiration of the Offering, unilaterally modify the terms of the Offering and the Tokens. If the Company amends the terms of the Offering in any material respect, it will provide you written notice of such modification following which, you may, by written notice to the Company within three (3) days following your receipt of the Company's notice, withdraw from the Offering. Upon any such withdrawal your subscription will terminate and all funds received from you in connection with the Offering will be returned in the manner set forth in Section 2.6, above.

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2.10 The Tokens may be created as ERC-20 tokens on the Ethereum protocol. The Company reserves the right to migrate the ERC-20 based Tokens (the “*Initial Tokens*”) to another protocol the \$STORE Blockchain itself, and to generate replacement Tokens on the new protocol (the “*Replacement Tokens*”) in the future, should the Company determine, in its sole discretion, that doing so is necessary or useful to the operation of the \$STORE Blockchain. The Company may no longer provide support for the Initial Tokens relating to the \$STORE Blockchain, the Services, or any other operational matters, except with respect to the migration process. Although the Company does not at this time anticipate that it will require any Initial Token holders to convert their Initial Tokens to Replacement Tokens, the Company anticipates there will be significant incentives for Initial Token owners to do so, since the practical utility of Initial Tokens will likely diminish rapidly once the Replacement Tokens are created and in use by a significant portion of \$STORE Blockchain participants. Accordingly, by accepting these Terms, You acknowledge and agree that in order for You to continue to participate in the \$STORE Blockchain or obtain utility from the Tokens, You may need to convert the Tokens to Replacement Tokens in the future.

3. Company Representations and Warranties

3.1 Company is a corporation organized, validly existing and good standing in the State of Delaware and has all requisite corporate power and capacity to make, execute, deliver and perform this Agreement.

3.2 The execution, delivery and performance by Company of this Agreement is, to Company’s knowledge, within the power of Company and, other than with respect to the actions to be taken when Tokens are to be issued to Purchaser, has been duly authorized by all necessary actions on the part of Company. This Agreement constitutes a legal, valid and binding obligation of Company, enforceable against Company in accordance with its terms, except as limited by bankruptcy, insolvency or other laws of general application relating to, or affecting the enforcement of, creditors’ rights generally and general principles of equity. To the knowledge of Company, it is not in violation of (i) its current certificate of incorporation and by-laws, or (ii) any material indenture or contract to which Company is a party or by which it is bound, where, in each case, such violation, individually, or together with all such violations, could reasonably be expected to have a material adverse effect on Company.

3.3 To the knowledge of Company, the performance and consummation of the transactions contemplated by this Agreement do not, and will not: (i) violate any material judgment, order or decree applicable to Company as currently in effect; (ii) result in the acceleration of any material indenture or contract to which Company is a party or by which it is bound; or (iii) result in the creation or imposition of any lien upon any property, asset or revenue of Company or the suspension, forfeiture, or nonrenewal of any material permit, license or authorization applicable to Company, its business or operations.

4. Disclaimers

4.1 Purchaser understands and expressly accepts that the Tokens will be created and delivered to Purchaser at the sole risk of Purchaser on an “AS IS” basis. COMPANY MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE TOKENS, THE DEVELOPMENT OF THE STORE ECOSYSTEM OR THE FUNCTIONALITY OF THE STORE CONSENSUS MECHANISM AND GOVERNANCE MECHANISMS INCLUDING ANY (i) WARRANTY OF MERCHANTABILITY; (ii) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (iii)

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WARRANTY OF TITLE; OR (iv) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD-PARTY; WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE. EXCEPT AS EXPRESSLY SET FORTH HEREIN, PURCHASER ACKNOWLEDGES THAT IT HAS NOT RELIED UPON ANY REPRESENTATION OR WARRANTY MADE BY COMPANY, OR ANY OTHER PERSON ON COMPANY'S BEHALF. Some jurisdictions do not allow the exclusion of certain warranties or disclaimer of implied terms in contracts with consumers, so some or all of the exclusions of warranties and disclaimers in this Section 4.1 may not apply to You.

4.2 Purchaser acknowledges and agrees that neither Company, nor any of its members, managers, officers, directors, employees, agents, attorneys or representatives shall in any way be responsible or liable for any damages, losses, costs, fines, penalties or expenses of whatever nature, whether or not reasonably foreseeable, which You may suffer, sustain or incur, arising out of or relating to your use of Tokens or any third-party uses of Tokens, or from any third-party goods or services that You may acquire with Tokens.

4.3 Any amounts that You pay for the Tokens are exclusive of all applicable taxes. You are responsible for determining what, if any, taxes apply to your purchase, including, for example, sales, use, value added and similar taxes. It is your responsibility to withhold, collect, report and remit the correct taxes to the appropriate tax authorities. Company is not responsible for withholding, collecting, reporting or remitting any sales, use, value added or similar tax arising from your purchase. Notwithstanding the preceding sentence, the Company reserves the right to collect and remit to applicable Governmental Authorities any amounts that Company determines that it has a legal obligation to collect or remit in connection with the purchase and sale of Tokens pursuant to this Agreement, in which case, the Company will provide You with email notice of such determination and may withhold from delivery to You a number of Tokens with an aggregate value equal to the amount that the Company is required to withhold or remit, as applicable.

5. Purchaser Representations and Warranties

5.1 Purchaser has full legal capacity, power and authority to execute and deliver this Agreement and to perform Purchaser's obligations hereunder. This Agreement constitutes the legal, valid and binding obligation of Purchaser, enforceable in accordance with its terms, except as limited by bankruptcy, insolvency or other Laws of general application relating to, or affecting the enforcement of, creditors' rights generally and general principles of equity. If You are a legal entity other than a natural person, (i) You are duly organized and validly existing under the applicable Laws of your jurisdiction of organization, and (ii) the undersigned is duly authorized by You to execute this Agreement.

5.2 Purchaser has been provided with the Offering Documents, including the Company's private placement memorandum which information Purchaser has carefully read and considered. Purchaser, or a Person acting on its behalf, has had a full opportunity to discuss with Company all material aspects of investment in the Tokens, including to ask questions and receive answers from the management, directors and officers of Company and to obtain any additional information desired. Purchaser has had all such questions answered to Purchaser's full satisfaction or has elected to waive such opportunity. Purchaser has further read and understands the terms and conditions of this Agreement, understands the restrictions and risks associated with the creation of Tokens as set forth in the Offering Documents and acknowledges and assumes all such risks. Purchaser has obtained sufficient information about the Tokens and the Company's business to make an informed decision to purchase the Tokens.

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5.3 Purchaser hereby has sufficient knowledge and experience in business and financial matters, including in respect of the purchase and use of tokens issued for use in token economies under development, to be able to evaluate the risks and merits of its purchase of the Tokens and is able to bear the risks thereof (including potentially the loss of funds paid by Purchaser for the Purchase Amount). Purchaser further understands and acknowledges that an investment in the Tokens is highly speculative and that Company can give no assurance whatsoever concerning the present or prospective value of the Tokens. Purchaser understands that the price per Token in the Offering has been determined by Company and is not an indication of the value of the Tokens; as one point of reference, Company sold Tokens at a price of \$0.035 in its most recent private bridge financing transaction with a small group of existing investors. Purchaser understands that the Tokens purchased hereby may be subject to immediate and substantial dilution. PURCHASER HAS READ AND UNDERSTANDS ALL OF THE RISK FACTORS ATTRIBUTABLE TO COMPANY, ITS BUSINESS AND THE TOKENS AS SET FORTH IN THE OFFERING DOCUMENTS.

5.4 Purchaser has been advised that the Tokens are not being registered under the Securities Act or under any relevant state or foreign securities laws. Purchaser has been advised that the Tokens are being offered and sold pursuant to exemptions from such registration requirements and that Company's reliance upon such exemptions is predicated in part on the representations that Purchaser makes in the process of subscribing to purchase Tokens including by entering into this Agreement. Purchaser further agrees to comply with all applicable holding and/or distribution compliance periods as may be required by federal, state and foreign securities laws to maintain the applicability of any exemptions from registration requirements thereunder and as described further in the Offering Documents. Purchaser shall not transfer any Token to any other Person (i) until the expiration of any applicable holding or distribution compliance periods, (ii) until registration of the Tokens is obtained under the applicable laws of the jurisdiction in which such Purchaser intends to transfer the Tokens to another Person in that jurisdiction or (iii) upon Company's receipt of an opinion of counsel acceptable to Company that such registration is not required. Purchaser understands that no Governmental Authority has made any finding or determination as to the fairness of an investment in the Tokens, nor has made any recommendation or endorsement of the Tokens.

5.5 PURCHASER IS ACQUIRING THE TOKENS FOR PURCHASER'S OWN ACCOUNT FOR INVESTMENT PURPOSES ONLY AND NOT WITH A VIEW TOWARDS RESALE OR "DISTRIBUTION" (WITHIN THE MEANING OF THE SECURITIES ACT) OF ANY PART OF THE TOKENS.

5.6 Purchaser is either (i) an "accredited investor" (as defined in Regulation D under the Securities Act); or (ii) a non-"U.S. person" (as defined in Regulation S under the Securities Act) that is not acquiring the Tokens for the account or benefit of a "U.S. person" and is acquiring the Tokens in an offshore transaction in accordance with all of the requirements of Regulation S under the Securities Act and in accordance with the laws applicable to Purchaser in the jurisdiction in which such acquisition is made. Purchaser has provided, or will provide, Company with any and all documentation that Company may request evidencing the foregoing. Purchaser understands that it will not be permitted to purchase any Tokens until it has completed Company's investor verification procedures. Purchaser acknowledges that to comply with the applicable laws of several territories, Company may require purchaser to provide additional information prior to accepting Purchaser's subscription for Tokens.

5.7 Purchaser acknowledges and understands that (i) there are substantial restrictions on the transfer of the Tokens; (ii) there is currently no private or public market for the Tokens and that the Company can give no assurance that one will develop in the future; and (iii) that as a consequence of the foregoing, Purchaser must be able to bear the economic risks of an investment in the Tokens for an indefinite period of time.

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5.8 Purchaser represents that to its knowledge Purchaser has not or will not purchase any Tokens hereby with any amounts, directly or indirectly, derived from any activities that contravene federal, state or international laws and regulations, including anti-money laundering laws and regulations.

5.9 Purchaser acknowledges being informed and understands that Company will require additional financing in amounts that Company is unable to determine with certainty at this time. Purchaser acknowledges and understands that in the event Company is unable to raise such additional required financing, the Tokens that Purchaser is purchasing may become worthless.

5.10 Purchaser understands and expressly accepts that other than the Offering Documents, Purchaser has not relied on any representations or warranties made by Company or any other Person, including, but not limited to, conversations of any kind, whether through oral or electronic communication, or any presentation, website posting, social media content or any white paper.

5.11 Purchaser acknowledges and agrees that Company shall have no obligation to list or quote the Tokens on any domestic or overseas marketplace or exchange. Company may, in its sole and absolute discretion, determine that the listing or quotation of the Tokens on one or more marketplace(s) or exchange(s) would benefit the continued development of the \$STORE ecosystem and increase the utility of the Tokens to the holders thereof, in which case the Company may take action to facilitate such listing or quotation. The Company will not take any such action other than for the purposes stated in the preceding sentence.

5.12 Purchaser has sufficient understanding of technical and computing matters (including those that relate to the Tokens), cryptographic tokens, token storage mechanisms (such as token wallets) and distributed ledger technology to understand this Agreement and to appreciate the risks and implications of purchasing the Tokens.

5.13 Purchaser understands that the Tokens confer only the rights and abilities described above and under applicable law, and the Tokens confer no other rights of any form.

5.14 To Your knowledge, Your purchase of the Tokens complies with applicable laws and regulations in your jurisdiction, including, but not limited to, (i) legal capacity and any other threshold requirements in your jurisdiction for the purchase of the Tokens and entering into contracts with the Company, (ii) any foreign exchange or regulatory restrictions applicable to such purchase and (iii) any governmental or other consents that may need to be obtained.

5.15 You will comply with any applicable tax obligations in your jurisdiction arising from your purchase of the Tokens.

5.16 You are not (i) a citizen or resident of a geographic area in which access to or use or the acceptance of delivery of the Tokens is prohibited by applicable law, decree, regulation, treaty or administrative act; (ii) a citizen or resident of, or located in, a geographic area that is subject to U.S. or other sovereign country sanctions or embargoes; or (iii) an individual, or an individual employed by or associated with an entity, identified on the U.S. Department of Commerce's Denied Persons or Entity List, the U.S. Department of Treasury's Specially Designated Nationals or Blocked Persons Lists or the U.S. Department of State's Debarred Parties List. You agree that if your country of residence or other circumstances change such that the above representations are no longer accurate, You will immediately cease using the Tokens.

6. Limitation of Liability

6.1 TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW (i) IN NO EVENT WILL THE PURCHASER OR THE COMPANY (OR THE RESPECTIVE AFFILIATES, SUBSIDIARIES, OFFICERS, EMPLOYEES, MANAGERS, REPRESENTATIVES, DIRECTORS OR CONTROL PERSONS OF EACH (THE “RELATED PARTIES”)) BE LIABLE FOR LOSS OF PROFITS OR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES OF ANY KIND (INCLUDING, BUT NOT LIMITED TO, WHERE RELATED TO LOSS OF REVENUE, INCOME OR PROFITS, LOSS OF USE OR DATA, OR DAMAGES FOR BUSINESS INTERRUPTION) ARISING OUT OF OR IN ANY WAY RELATED TO THE SALE OR USE OF THE TOKENS OR OTHERWISE RELATED TO THESE TERMS, REGARDLESS OF THE FORM OF ACTION, WHETHER BASED IN CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, 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 (ii) IN NO EVENT WILL THE AGGREGATE LIABILITY OF EITHER PURCHASER (AND PURCHASER RELATED PARTIES (JOINTLY)) OR COMPANY (AND COMPANY RELATED PARTIES (JOINTLY)), WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE, WHETHER ACTIVE, PASSIVE OR IMPUTED), OR OTHER THEORY, ARISING OUT OF OR RELATING TO THESE TERMS OR THE USE OF OR INABILITY TO USE A TOKEN, EXCEED THE U.S. DOLLAR EQUIVALENT OF THE PURCHASE AMOUNT PAID BY PURCHASER TO COMPANY UNDER THIS AGREEMENT.

6.2 THE LIMITATIONS SET FORTH IN SECTION 6.1 WILL NOT LIMIT OR EXCLUDE LIABILITY FOR THE FRAUD OR INTENTIONAL, WILLFUL OR RECKLESS MISCONDUCT OF COMPANY OR PURCHASER.

6.3 Some jurisdictions do not allow the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of the limitations set forth in Section 6.1 may not be applicable.

7. Dispute Resolution: Arbitration. PLEASE READ THE FOLLOWING ARTICLE CAREFULLY BECAUSE IT CONTAINS ADDITIONAL PROVISIONS APPLICABLE ONLY TO INDIVIDUALS LOCATED, RESIDENT, OR DOMICILED IN THE UNITED STATES. IF YOU ARE LOCATED, RESIDENT OR DOMICILED IN THE UNITED STATES, THIS ARTICLE REQUIRES YOU TO ARBITRATE CERTAIN DISPUTES AND CLAIMS WITH COMPANY AND LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF FROM US.

7.1 Binding Arbitration. Except for any disputes, claims, suits, actions, causes of action, demands or proceedings (collectively, “*Disputes*”) in which You and/or the Company seeks to bring an individual action in small claims court or seeks injunctive or other equitable relief for the alleged unlawful use of intellectual property, including, without limitation, copyrights, trademarks, trade names, logos, trade secrets or patents, You and Company (i) waive your and Company’s respective rights to have any and all Disputes arising from or related to the terms of this Agreement resolved in a court, and (ii) waive your and Company’s respective rights to a jury trial. Instead, You and Company will arbitrate Disputes through binding arbitration (which is the referral of a Dispute to one or more persons charged with reviewing the Dispute and making a final and binding determination to resolve it instead of having the Dispute decided by a judge or jury in court).

7.2 No Class Arbitrations, Class Actions or Representative Actions. Any Dispute

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arising out of or related to the terms of this Agreement is personal to You 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 an 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.

7.3 Federal Arbitration Act. The terms of this Agreement affect interstate commerce, and the enforceability of this Article 7 will be both substantively and procedurally governed by and construed and enforced in accordance with the Federal Arbitration Act, 9 U.S.C. § 1 et seq. (the “*FAA*”), to the maximum extent permitted by applicable law.

7.4 Notice; Informal Dispute Resolution. Each party hereto will notify the other party in writing of any arbitrable or small claims Dispute within thirty (30) days of the date it arises, so that the parties hereto can attempt in good faith to resolve the Dispute informally. Notice to Company shall be sent by email to Company at the address set forth in Section 9.1 below. Notice to You shall be by email to your address as first written above by You in this Agreement. Your notice must include (i) your name, postal address, email address and telephone number, (ii) a description in reasonable detail of the nature or basis of the Dispute and (iii) the specific relief that You are seeking. If You and Company cannot agree how to resolve the Dispute within thirty (30) days after the date notice is received by the applicable party, then either You or Company may, as appropriate and in accordance with this Article 7, commence an arbitration proceeding or, to the extent specifically provided for in Section 7.1 above and Article 8 below, file a claim in court.

7.5 Process. Any arbitration will occur in San Francisco, California. Arbitration will be conducted confidentially by a single arbitrator in accordance with the rules of the Judicial Arbitration and Mediation Services (“*JAMS*”), which are hereby incorporated by reference. The federal and state courts located in the City and County of San Francisco, California will have exclusive jurisdiction over any appeals and the enforcement of an arbitration award. You may also litigate a Dispute in the small claims court located in the county where You reside if the Dispute meets the requirements to be heard in small claims court.

7.6 Authority of Arbitrator. As limited by the FAA, the terms of this Agreement and the applicable JAMS rules, the arbitrator will have (i) the exclusive authority and jurisdiction to make all procedural and substantive decisions regarding a Dispute, including the determination of whether a Dispute is arbitrable, and (ii) the authority to grant any remedy that would otherwise be available in court; *provided, however*, that the arbitrator does not have the authority to conduct a class arbitration or a representative action, which is prohibited by the terms of this Agreement. The arbitrator may only conduct an individual arbitration and may not consolidate more than one individual’s claims, preside over any type of class or representative proceeding or preside over any proceeding involving more than one individual.

7.7 Rules of JAMS. The rules of JAMS and additional information about JAMS are available on the JAMS website. By agreeing to be bound by the terms of this Agreement, You either (i) acknowledge and agree that You have read and understand the rules of JAMS or (ii) waive your opportunity to read the rules of JAMS and any claim that the rules of JAMS are unfair or should not apply for any reason.

7.8 EACH PARTY HERETO HEREBY FURTHER WARRANTS AND



REPRESENTS THAT SUCH PARTY HAS REVIEWED THIS WAIVER WITH ITS LEGAL COUNSEL, AND THAT SUCH PARTY KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL.

8. **Governing Law and Venue.** This Agreement will be governed by, and construed and enforced in accordance with, the laws of the State of Delaware, without regard to conflict of law rules or principles (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any other jurisdiction. Any Dispute between the Company and Purchaser arising out of, or relating to, this Agreement that is not subject to arbitration or cannot be heard in small claims court will be resolved in the federal and state courts located in Wilmington, Delaware.

9. **Miscellaneous**

9.1 All notices, approvals, requests or demands which Purchaser is required or may desire to give to Company hereunder shall be deemed received upon confirmation of transmittal to the Company at legal@storelabs.org.

All notices, approvals, requests or demands which Company is required or may desire to give to Purchaser hereunder shall be in writing and delivered to Purchaser to the email address as first written above in this Agreement by Purchaser and shall be deemed to be received when sent by the Company regardless of whether confirmation (or declination) of transmittal is received by the Company. Purchaser acknowledges that Company intends to contact Purchaser by email to inform purchaser of the TGE so that purchaser may register an appropriate wallet. In the event that Purchaser needs to change their email address desired for communications with the Company, Purchaser shall give the Company notice of such request by email, together with information designed to validate the authenticity of such request (for example, a picture of such person's valid government identification document and/or credit card. Company may at its sole and absolute discretion require such additional information and procedures as it determines to be appropriate to verify Purchaser's identity. In no event shall the Company be liable for any damages caused by any request (authentic or otherwise) to change the email address to which the Company provides you with relevant communications.

9.2 This Agreement, other than any information contained in the Offering Documents, sets forth the entire agreement and understanding of the parties hereto relating to the subject matter herein and supersedes all prior or contemporaneous disclosures, discussions, understandings and agreements, whether oral or written, between them.

9.3 The waiver by a party hereto of a breach of or default under any provision of this Agreement shall not be effective unless in writing and shall not be construed as a waiver of any subsequent breach of or default under the same or any other provision of this Agreement. Further, any failure or delay on the part of either party to exercise or avail itself of any right or remedy that it has or may have hereunder shall not operate as a waiver of any such right or remedy or preclude other or further exercise thereof or of any other right or remedy.

9.4 Neither this Agreement nor the rights contained herein may be assigned, delegated or sublicensed, by operation of law or otherwise, by either party hereto without the prior written consent of the other; *provided, however*, that either party may assign this Agreement in whole, without the consent of the other party, (i) in connection with a reincorporation to change such party's domicile and (ii) in connection with a change in control or sale of substantially all the assets of such party.

9.5 Nothing in this Agreement shall be construed to confer any rights or benefits upon any Person other than the parties hereto, and no other Person shall have any rights or remedies hereunder.

// STORE

9.6 Wherever possible, each provision hereof shall be interpreted in such manner as to be effective and valid under applicable law. If in spite of the foregoing, any provision of this Agreement shall be judged invalid, illegal or unenforceable in any applicable jurisdiction, such provision shall be restricted or deleted in such jurisdiction only to the extent necessary to make such provision valid, legal and enforceable in such jurisdiction, and the validity, legality and enforceability of such provision in any other jurisdiction, or of any of the other provisions of this Agreement in all jurisdictions, shall not in any way be affected or impaired thereby.

9.7 Each of Company and Purchaser agree to treat this instrument as a forward contract for U.S. federal, state and local income tax purposes, and will not take any position on any tax document that is inconsistent with such treatment, unless otherwise required by a change in Law occurring after the date hereof, a closing agreement with an applicable tax authority or a final non-appealable judgment of a court of competent jurisdiction.

9.8 Purchaser shall, and shall cause its affiliates to, execute and deliver such additional documents, instruments, conveyances and assurances and take such further actions as may be reasonably requested by Company to carry out the provisions of this Agreement and give effect to the transactions contemplated by this Agreement, including, without limitation, to enable Company or the transactions contemplated by this Agreement to comply with applicable Laws.

9.9 The headings, articles, sections, captions and other subdivisions used in this Agreement are for convenient reference only and have no legal or interpretive effect.

9.10 This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Any signed copy of this Agreement or of any other document or agreement referred to herein, or copy or counterpart thereof, delivered by facsimile transmission or by email in portable document format (".pdf") or similar format, or executed electronically shall for all purposes be treated as if it were delivered containing an original manual signature, and shall be binding upon such party in the same manner as though an originally signed copy had been delivered.

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IN WITNESS WHEREOF, the undersigned have caused this instrument to be duly executed and delivered.

PURCHASER:

By: _____

Name:

Title:

STORE LABS, INC.

Agreed and Accepted:

By: _____

Chris McCoy
Chief Executive Officer



Schedule 1

\$STORE Supply Definitions and Long-Term Treasury Plan

“*Allocated Supply*” means the number of \$STORE Tokens that STORE Labs, Inc. is contractually obligated to create and distribute to Token owners for the purpose of growing the \$STORE ecosystem. These Tokens are not yet circulating and cannot be resold. (Once they are created and distributed to \$STORE owners, the Company will shift to using the term “Circulating Supply.”)

“*Authorized Supply*” means the \$STORE tokens that have been authorized by STORE Labs, Inc. to be issued for the purpose of growing the \$STORE ecosystem over 100-year and 1,000-year periods. There are One Billion (1,000,000,000) authorized \$STORE. New \$STORE may be authorized in the future but only through a governance vote.

As of the date of this Agreement, the first Authorization attempts are expected to begin in 2037-2038 where, by 2039, STORE will need to gain governance approval to continue using a maximum of Twenty Million (20,000,000) inflationary block rewards for protocol security. Tokens from the 1 billion Authorized Supply that have already been contractually obligated are called “Allocated Supply”.

More About Long-Term STORE Treasury

\$STORE Treasury is coordinated by a decentralized monetary system that, once ratified, will be governed by a 2/3 fault tolerant democracy called one-entity, one vote (“*1e1v*”). Pre-ratification, 1 billion \$STORE tokens have been authorized by STORE Labs, Inc. for the purpose of securing STORE and growing the ecosystem over 100-year and 1,000-year periods. Maximum yearly emissions and inflationary block rewards are both on predictable schedules but they can be changed through an extra check in STORE's checks-and-balances *1e1v* governance. Additionally, before the Authorized 1b \$STORE is fully in circulation (estimated 2039), STORE will need to gain governance approval to authorize additional \$STORE for the purpose of securing the protocol with inflationary block rewards. It's expected the first Authorization attempts will be in 2037-2038 but a *1e1v* governance can attempt to change this anytime before.



[Form of]

\$STORE TOKEN SALE RECEIPT

Final Bitcoin Received and Confirmed by STORE Labs, Inc.

of BTC received for \$STORE tokens _____

Timestamped USD Value for BTC _____

of \$STORE tokens to be issued for BTC _____

of BTC refunded to Return Address _____

If refunded, the BTC Return Address used: _____

Date the BTC Refund was sent by STORE Labs, Inc. _____

FINAL ETHEREUM RECEIVED AND CONFIRMED BY STORE LABS, INC.

of ETH received for \$STORE tokens _____

Timestamped USD Value for ETH _____

\$STORE tokens to be issued for ETH _____

of ETH refunded to Return Address _____

If refunded, the ETH Return Address used: _____

Date the ETH Refund was sent by STORE Labs, Inc. _____

FINAL USD RECEIVED AND CONFIRMED BY STORE LABS, INC.

USD received for \$STORE tokens _____

of \$STORE tokens to be issued for USD _____

USD Amount Refunded _____

Method of USD Refund _____

We accept this final receipt for \$STORE between Token Buyer and STORE Labs, Inc.