

## ARULSINGAM - ARSI TOKEN SALE AGREEMENT

This Token Sale Agreement (the "Agreement") is entered into on April 27, 2023 (the "Effective Date") by and between **ARULSINGAM INVESTMENTS LTD**, a company incorporated under the laws of England and Wales, with its registered office at 30 Edgehill Road, Leicester – LE4 9EA, United Kingdom, (the "Company" or "us" or "we" ) and **[Purchaser's Name]**, (the "Purchaser" or "you").

WHEREAS, the Company has created a cryptocurrency token called **ARULSINGAM** ("ARSI"), with the token symbol **ARSI** and the contract address **0x18eF8e729019AD9259EB21AcFcC875Bb38e1b3C7**, and desires to sell a certain amount of ARSI to the Purchaser; and

WHEREAS, the Purchaser desires to purchase such ARSI from the Company, subject to the terms and conditions set forth in this Agreement; Terms and Conditions of ARSI Token Sale and other documents mentioned in this agreement (available at <https://arulsingam-arsi.com/en/terms-and-conditions>).

By clicking the checkboxes or purchasing ARSI, the Purchaser confirms that he have received, acknowledged, and fully understand the contents of the Token Purchase Agreement, ARSI-Whitepaper, Terms and Conditions of ARSI Token Sale, Terms of Use, Terms of Service, Privacy Policy, and AML/KYC Policy and will be bound by these terms. These documents are an integral part of this contract and a essential part of the ARSI - Initial Coin Offering, and the Purchaser agrees to be bound by their terms and conditions.

The Purchaser confirms that he has no objection to the contents of these documents and that they have carefully reviewed them. The Purchaser agrees to comply with all applicable laws, rules, and regulations, including but not limited to anti-money laundering laws, and to cooperate with the Company in all respects to facilitate compliance with such laws.

The Purchaser understands that these documents are available online at any time and that they may be updated from time to time on the ICO-Website <https://arulsingam-arsi.com>. The Purchaser agrees to periodically review these documents to stay informed of any updates or changes.

By purchasing ARSI Token, the Purchaser acknowledges that they have received, read, and understood all of the above-mentioned documents and that they are fully bound by the terms and conditions of this agreement and the accompanying documents.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

### Sale and Purchase of ARSI Tokens

(a) The Company hereby agrees to sell and the Purchaser hereby agrees to purchase **ARSI** Token (the "Tokens") at a purchase price of

- **Private Sale: 0,50 USD** (zero point fifty, US-Dollar) – [01.06.2022 – 30.05.2023]
- **Pre Sale I: 0,65 USD** (zero pont sixtyfive, US-Dollar) – [01.06.2023 – 30.08.2023]
- **Pre Sale II: 0,80 USD** (zero point eighty, US-Dollar) – [01.09.2023 – 30.11.2023]
- **Pre Sale III: 1,10 USD** (one point ten, US-Dollar) – [01.12.2023 – 28.02.2024]
- **Main Sale: 1,50 USD** (one point fifty, US-Dollar) – [01.03.2024 – 30.07.2024]

(the "Purchase Price").

## **Representations and Warranties**

### **(a) The Company represents and warrants that:**

- (i) The Tokens are free and clear of all liens, encumbrances, and claims of any kind; and
- (ii) The Company has not made and will not make any false or misleading statements in connection with the sale of the Tokens.

### **(b) The Purchaser represents and warrants that:**

- (i) It has the necessary power and authority to enter into and perform its obligations under this Agreement;
- (ii) It has sufficient knowledge and experience in financial and business matters to be able to evaluate the risks and merits of purchasing the Tokens;
- (iii) It has not relied on any statements or representations by the seller or any of its representatives, except as expressly set forth in this Agreement.
- (iv) It has not been induced to enter into this Agreement by any statement or representation, oral or written, except those expressly set forth in this Agreement.
- (v) It has not relied on any projections, forecasts or other estimates or statements of the future prospects of the Company or the ARSI Tokens in making its decision to purchase the ARSI Tokens.

**(c)** The Purchaser acknowledges and agrees that the ARSI Tokens are being sold on an "as is" and "where is" basis without any warranties, representations, conditions or guarantees whatsoever, whether express or implied, including, but not limited to, any implied warranty of merchantability or fitness for a particular purpose or any warranty arising by usage of trade, course of dealing or course of performance. The Company makes no representations or warranties as to the value, nature, suitability, or authenticity of the ARSI Tokens.

**(d)** The Purchaser acknowledges that the ARSI Tokens do not represent any ownership right or any right to participate in the control, direction, or management of the Company or any of its assets or operations. The ARSI Tokens are solely a means of providing access to certain services and products provided by the Company within the ARSI-Ecosystem.

**(e)** The Purchaser acknowledges that the ARSI Tokens are subject to risks and uncertainties and that the Company does not guarantee any return on investment, the liquidity of the ARSI Tokens or any appreciation in value of the ARSI Tokens.

**(f)** The Purchaser acknowledges and agrees that the ARSI Tokens will not be listed on any cryptocurrency exchange or other trading platform unless and until the Company decides, in its sole discretion, to do so, and that there can be no assurance that the ARSI Tokens will ever be listed on any cryptocurrency exchange or other trading platform.

**(g)** The Purchaser acknowledges and agrees that the Company has the right to change the terms of this Agreement and the terms and conditions of the ARSI Tokens at any time and without notice to the Purchaser, provided that such changes shall not materially and adversely affect the Purchaser's rights under this Agreement without the Purchaser's consent.

**(h)** The Purchaser represents and warrants to the Company that it is not a citizen or resident of any jurisdiction or country where the purchase of the ARSI Tokens or the ownership or use of the ARSI Tokens is prohibited or restricted by applicable law.

**(i)** The Purchaser agrees to indemnify, defend and hold harmless the Company and its officers, directors, employees, agents and affiliates from and against any and all losses, liabilities, damages, costs or expenses (including reasonable attorneys' fees and other costs of defense) arising out of or in connection with any breach by the Purchaser of any representation, warranty or covenant contained in this Agreement.

### **Miscellaneous**

**(a) Entire Agreement:** This Agreement contains the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous negotiations, understandings, and agreements between the parties, whether oral or written, relating to the subject matter hereof.

**(b) Assignment:** The Purchaser may not assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the Company, which consent may be withheld in the Company's sole discretion. The Company may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the Purchaser.

**(c) Waiver:** The failure of any party to exercise any right or remedy provided under this Agreement or otherwise available at law or in equity, or the waiver by any party of any breach or default by another party, shall not constitute a waiver of such party's right to enforce any such right or remedy against such breach or default or any subsequent breach or default by such other party.

**(d) Intellectual Property Rights:** The Company represents and warrants that it is the sole owner of all intellectual property rights in the ARSI Tokens and the Token Sale, including but not limited to the Token Name, Token Symbol, and Contract Address. The Company further represents and warrants that the sale and transfer of the ARSI Tokens to the Purchaser do not infringe any intellectual property rights of any third party.

**(e) Governing Law and Dispute Resolution:** This Agreement and any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity, or termination, shall be governed by and construed in accordance with the laws of England and Wales. Any dispute arising out of or in connection with this Agreement shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce (ICC) by one arbitrator appointed in accordance with the said Rules. The place of arbitration shall be in England and Wales, and the language of the arbitration shall be English.

**(f) Entire Agreement:** This Agreement constitutes the entire agreement between the parties and supersedes all prior or contemporaneous agreements, understandings, negotiations, and discussions, whether oral or written, between the parties regarding the subject matter hereof. No amendment or modification of this Agreement shall be valid or binding upon the parties unless made in writing and signed by both parties.

**(g) Counterparts:** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

**(h) Notices:** Any notice or communication required or permitted under this Agreement shall be in writing and shall be deemed to have been given when delivered personally, sent by confirmed

electronic mail or facsimile, or sent by certified or registered mail, postage prepaid, return receipt requested, to the addresses of the parties set forth below or to such other address as either party may designate by notice to the other party in accordance with this Section:

**If to the Company:**

***ARULSINGAM INVESTMENTS LTD***

***30 Edgehill Road***

***Leicester, LE4 9EA***

***United Kingdom***

**If to the Purchaser:**

***[Purchaser's Name]***

***[Purchaser's Full Address]***

***[Purchaser's Country]***

**(i) Waiver:** No failure or delay by either party in exercising any right, power, or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power, or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

**(j) Severability:** If any provision of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement will remain in full force and effect, and the provision affected will be construed so as to be enforceable to the maximum extent permissible by law.

By clicking the checkboxes and/or participating in the Initial Coin Offering, the Purchaser acknowledges that they have read, understood, and agree to be bound by the terms of this agreement, including all the documents incorporated by reference. The Purchaser specifically acknowledges and agrees that the following documents are part of this agreement:

- [Token Purchase Agreement](#)
- [Terms and Conditions for ARSI Token Sale](#) (Includes: Terms of Use & Terms of Service)
- [Privacy Policy](#)
- [AML/KYC Policy](#)
- [ARSI-Whitepaper](#) (v20.04.2023)

The Purchaser further acknowledges that they have received and/or reviewed, and fully understand the content of each of these documents, and that they agree to comply with all obligations and requirements outlined therein. This agreement, along with the documents incorporated by reference, constitute the entire agreement between the parties with respect to the purchase of ARSI Tokens, and supersede all prior negotiations, representations, and understandings between the parties. The Company or its team has not provided any financial advice to the Purchaser, nor have they made any

representations as to the suitability of the ARSI Tokens for the Purchaser. The Purchaser is solely responsible for determining whether the purchase of ARSI Tokens is suitable for them based on their own financial situation and investment objectives.

30th of April 2023

**ARULSINGAM INVESTMENTS LTD**