

# **Token Sale Agreement**

## **1. Introduction**

This Token Sale Agreement (“Agreement”) sets forth the terms and conditions governing the purchase of AURAS Tokens (“Tokens”) issued by AURA S.R.L, a company incorporated under the laws of Costa Rica with company number 3-102-941727, having its registered office at San José, Escazú, Centro Comercial La Paco, 10 Plaza Florencia, Costa Rica (the “Company”). By participating in the Token Sale and purchasing Tokens, you (“Buyer”) agree to be bound by this Agreement. If you do not agree, you must refrain from participating.

## **2. Nature of Tokens**

The Tokens are digital assets created and managed on the Solana blockchain. They are designated as utility tokens within the AURA ecosystem, providing access to platform features, fee discounts, staking opportunities, and other functionalities as described in the official Whitepaper. The Tokens do not represent equity, ownership, debt, voting rights, or any form of regulated financial instrument under the laws of any jurisdiction.

## **3. Eligibility**

By purchasing Tokens, you represent and warrant that:

- You are at least eighteen (18) years of age and have full legal capacity to enter into this Agreement.
- You are not a citizen or resident of any jurisdiction where the purchase, holding, or use of Tokens is unlawful, including but not limited to the European Union and the United Kingdom, as specified in the Whitepaper.
- You are not subject to international sanctions lists, including OFAC, EU, or UN restrictions.

- You have sufficient knowledge of digital assets and the risks associated with them.

#### **4. Purchase Process**

Tokens are offered in successive sale rounds as set forth in the Whitepaper:

- Private Sale: USD \$0.10 per Token
- Pre-sale I: USD \$0.11 per Token
- Pre-sale II: USD \$0.12 per Token
- Pre-sale III: USD \$0.13 per Token
- Public Sale: USD \$0.14 per Token

The target listing price at the Token Generation Event (“TGE”) is USD \$0.15.

Tokens may be purchased using USDC during the pre-sale and, following TGE, with Solana (SOL), USDC, or BTC as available through the designated platform. Payments are final and non-refundable. Once a transaction is confirmed on the blockchain, it cannot be reversed or cancelled.

#### **5. Vesting & Distribution**

Tokens purchased during the Token Sale are subject to a 24-month linear vesting schedule, beginning after TGE. Tokens will be gradually released to the Buyer over this period in accordance with the vesting mechanism set forth in the Whitepaper.

Referral rewards, where applicable, are likewise subject to the same 24-month vesting schedule. No early unlocking, redemption, or accelerated release is permitted.

## **6. Liquidity Commitment**

The Company undertakes that thirty per cent (30%) of the funds raised during the Token Sale shall be locked as liquidity on decentralised exchanges (DEXs) in trading pairs such as AURS/USDC, AURS/SOL, and AURS/BTC, in line with the provisions of the Whitepaper.

## **7. No KYC Verification**

The Company does not conduct Know Your Customer (KYC) verification. The Buyer accepts full responsibility for ensuring that participation in the Token Sale is legal under the laws of the Buyer's jurisdiction and for complying with all applicable tax and reporting obligations.

## **8. Risks**

The Buyer acknowledges that digital assets are highly volatile and may lose all value. Smart contract vulnerabilities, cyberattacks, regulatory changes, or technological failures may result in partial or total loss of Tokens. The Company makes no representations or warranties regarding the future performance, liquidity, or market value of the Tokens.

## **9. No Guarantees**

The Company provides no guarantee of profits, returns, dividends, or income. Any references in the Whitepaper to staking rewards, airdrops, copy trading discounts, or similar features are discretionary ecosystem mechanisms and do not constitute financial entitlements.

## **10. Intellectual Property**

All intellectual property rights in the AURA ecosystem, including but not limited to the Website, smart contracts, branding, and designs, remain the property of the Company

or its licensors. The purchase of Tokens does not grant any rights to the Company's intellectual property.

## **11. Limitation of Liability**

To the maximum extent permitted by law, the Company shall not be liable for any damages, losses, or claims arising from the Buyer's participation in the Token Sale, including but not limited to loss of funds, price volatility, technical failures, or reliance on the Whitepaper.

## **12. Indemnification**

The Buyer agrees to indemnify and hold harmless the Company, its directors, officers, affiliates, and representatives against any claims, damages, or liabilities resulting from participation in the Token Sale or breach of this Agreement.

## **13. Governing Law and Jurisdiction**

This Agreement shall be governed by and construed in accordance with the laws of Costa Rica. Any dispute arising from or in connection with this Agreement shall be subject to the exclusive jurisdiction of the competent courts of Costa Rica.

## **14. Entire Agreement**

This Agreement, together with the Terms and Conditions, Privacy Policy, Risk Disclaimer, and the Whitepaper (incorporated herein by reference), constitutes the entire legal framework governing the Buyer's participation in the Token Sale. If any provision of this Agreement is held invalid, the remaining provisions shall remain in full force and effect.