Brydg Token
Terms of Sale

Version [1.0] · Effective [DATE] · Issued by [OPERATING ENTITY], [registered address, company no.] ("Brydg", "we", "us")

These Terms of Sale ("Terms") are a binding agreement between you and Brydg governing every purchase of Brydg Token allocations ("Tokens") in the pre-sale. They prevail over every other document, page, post or statement. If you do not agree to every clause, do not purchase.

> **DRAFT FOR LEGAL REVIEW, NOT FOR PUBLICATION**
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> Prepared as a working draft for external counsel. Gate G4 remains open until counsel approves. Drafted by an AI assistant, not a lawyer; nothing in it is legal advice. Counsel must: (a) settle securities characterisation and whether this sale may lawfully proceed in each target jurisdiction; (b) set governing law and dispute forum, and confirm the Restricted Jurisdictions list in §4; (c) localise consumer-protection carve-outs: several clauses below (no-refunds, liability caps, unilateral amendment, forfeiture) are unenforceable against consumers in some jurisdictions as written, and an unenforceable clause can be worse than a narrower one; (d) confirm the consent and amendment mechanism in §22. Placeholders in [BRACKETS].

1. Definitions and interpretation

1.1 **"Allocation"**: the recorded, contractual entry in Brydg's ledger evidencing your purchased Token quantity, stage, unit price, applicable Terms version and entitlement terms version. **"Stage"**: a tranche of the pre-sale with its own published price and size. **"TGE"**: the Token Generation Event, at which Tokens are created on-chain and delivered. **"Entitlement"**: the revenue-share entitlement described in §10. **"Snapshot"**: the published block or timestamp at which Token holdings are measured for a distribution period. **"Official Channels"**: only the domains, handles and addresses listed on the Official Channels page of the pre-sale site. **"Dashboard"**: your account interface. **"Provider Application"**: the software built by Brydg through which providers supply device capacity to the network, the public release of which sets the TGE date under §11.

1.2 **"Restricted Jurisdiction"** means each of: (a) **Singapore**; (b) **the United Kingdom**; (c) **the member states of the Gulf Cooperation Council**, being Bahrain, Kuwait, Oman, Qatar, the Kingdom of Saudi Arabia and the United Arab Emirates; and (d) any other jurisdiction that Brydg designates as a Restricted Jurisdiction on the advice of legal counsel, with effect from the date the designation is published on Official Channels.

1.3 **"Restricted Person"** means any person who is resident in, located in, incorporated in, or has a registered office in a Restricted Jurisdiction, or who is acting on behalf of, or for the benefit of, any such person.

1.4 Headings are for convenience only. "Including" means "including without limitation". Times are [UTC] unless stated. Where these Terms give Brydg a discretion, Brydg may exercise it in its sole and absolute discretion, acting in good faith.

2. Nature of the Token and of your Allocation

2.1 The Token is a contractual entitlement instrument as described in §10. **It is not, and shall not be construed as:** shares, equity, or any ownership interest in Brydg or any affiliate; a debt instrument, deposit or loan; a claim on Brydg's assets, profits (other than the Entitlement on gross revenue as defined), or on any insolvency estate beyond that of an unsecured contractual claimant; a right to dividends, voting rights in the company, or management participation; a currency, payment instrument or e-money; a right to any specific level of distribution or any distribution at all in any period.

2.2 Before TGE, you hold only an Allocation: a personal, non-transferable, non-assignable contractual right to delivery of Tokens at TGE under these Terms. An Allocation is not redeemable, has no market value, cannot be pledged, lent, sold or encumbered, and confers no Entitlement before TGE. Any purported transfer is void and may result in cancellation under §14.

2.3 No statement on the site, in the Litepaper, Whitepaper, Tokenomics sheet, FAQ, Business Plan, or in any communication, forms part of this agreement or constitutes a representation, warranty or advice. Those documents are informational summaries only; these Terms prevail over all of them in every conflict.

3. Your acceptance

3.1 You accept these Terms each time you: create an account, start a purchase, complete a purchase, use a referral link, or claim any distribution. Each completed purchase records the then-current Terms version, which governs that purchase's economic terms per §22.

4. Eligibility and Restricted Jurisdictions

4.1 The Token is not offered to, and may not be purchased by or for, any Restricted Person.

4.2 You may purchase only if you: are at least 18 and have full legal capacity; act on your own behalf (or are duly authorised for a disclosed entity); are not a Restricted Person; are not a sanctioned person, on any sanctions list, or owned or controlled by one; and are not purchasing for the benefit of any person who fails any of these tests.

4.3 **Attestation at every purchase.** By initiating a quote and by completing each purchase, you represent, warrant and attest that: (a) you are not resident in, located in, incorporated in, or accessing the sale from Singapore, the United Kingdom, Bahrain, Kuwait, Oman, Qatar, Saudi Arabia, the United Arab Emirates, or any other Restricted Jurisdiction published at that time; (b) you are not purchasing on behalf of, or for the benefit of, any person who is; (c) you are not using a virtual private network, proxy, nominee arrangement or any other means to disguise or misrepresent your location or residence; and (d) you will notify Brydg promptly if you become a Restricted Person before TGE.

4.4 Brydg enforces this clause at the point of access to the pre-sale site, at the point of quote, and through identity verification under §5. The Restricted Jurisdictions are shown at sign-up and at checkout. Brydg may require evidence of residence at any tier.

4.5 Brydg may add jurisdictions to the Restricted Jurisdictions on the advice of legal counsel, **at any time, including with immediate effect**, by publication on Official Channels. An addition applies to purchases made after publication. If your jurisdiction becomes restricted after you purchase, your completed purchases stand, but Brydg may suspend further purchases, claims or services to you where required by law.
[Counsel: confirm treatment of existing holders on restriction, and whether sanctioned territories should be listed as a separate category in §1.2.]

4.6 A purchase made in breach of §4.3 is a material breach and is voidable by Brydg. Brydg may void the affected purchases and any associated bonuses under §14, and funds received may be treated under §14.5. You indemnify Brydg against any loss arising from a false attestation under §19.

5. Identity verification, AML and screening

5.1 Verification is tiered by cumulative purchase value. Brydg may at any time, for any tier, require identity documents, proof of address, source-of-funds or source-of-wealth information, wallet-ownership proof, or any other information it reasonably requires, and may re-verify at any time. Thresholds are applied as you approach them and may change without notice.

5.2 Brydg may screen any wallet, transaction or person against sanctions, fraud and blockchain-analytics sources, and may decline, delay, or place under review any purchase, payout, claim or account, without liability, where it suspects: sanctions exposure, illicit-origin funds, fraud, identity mismatch, referral abuse, Restricted Jurisdiction exposure, or any legal or regulatory risk to Brydg.

5.3 Where funds are frozen or reported under applicable law, Brydg may hold or surrender them as required and is not liable for doing so. Verification decisions are final, though you may request a review through support.

6. The pre-sale structure, and Brydg's right to change it

6.1 Tokens are offered in Stages. **Brydg may, at any time and from time to time, set, revise, add, remove, resize, reprice, reschedule, pause, resume, merge, split, close early, extend, or reorder Stages, and may change any milestone, mechanic, process, payment method, supported chain, verification flow, referral parameter (prospectively), interface, or any other aspect of the pre-sale process,** publishing each change on Official Channels before it takes effect. No change entitles you to any compensation or refund.

6.2 Two protections are fixed notwithstanding §6.1: (a) **a completed purchase is never repriced**: your recorded quantity, unit price and stage do not change retroactively; and (b) each Stage's price will not be set below the price of any earlier Stage.

6.3 Progress is disclosed as a percentage of the current Stage allocated. Brydg does not publish and does not promise to publish amounts raised. Any figure you see elsewhere is not from Brydg.

6.4 Brydg may reject or cancel any order before completion for any reason, including error, suspected abuse, or stage exhaustion. Minimum and maximum purchase limits apply as published and per your verification tier.

6.5 **Suspension and termination of the sale.** Brydg may suspend the sale (in whole, per jurisdiction, per Stage, or per payment method) or terminate it entirely, at any time, where it determines this is prudent, including for legal or regulatory developments, security incidents, technical failures, market disruption, provider or chain outages, or inability to proceed on acceptable commercial terms. On termination of the sale: completed purchases remain governed by these Terms (including §11 and §12); unsold allocation is treated per §9.4.

7. Quotes, payment and settlement

7.1 A purchase begins with a quote locking the Stage price and, for volatile assets, the exchange rate, for **15 minutes**. Payments broadcast within the window and confirmed on-chain within [X hours] are honoured at the quoted terms. Otherwise Brydg may, at its option, apply then-current terms, request instruction, or return the funds net of network costs.

7.2 Accepted assets and networks are those shown at checkout (currently USDT/USDC on Ethereum, BNB Chain and Tron, plus ETH and BNB). **You bear all risk of error:** wrong asset, wrong network, wrong address, unsupported tokens, or sends to any address not displayed to you at checkout at that moment. Recoverable wrong-asset receipts are handled through a manual review queue; Brydg may charge its reasonable costs of recovery and is not obliged to recover what it cannot practicably or lawfully recover.

7.3 A purchase completes only on Brydg's confirmation after the required number of network confirmations. Brydg may set and change confirmation depths per chain. If a blockchain reorganisation, double-spend, or failed or reversed transaction removes or invalidates a payment, the associated credit is reversed, even after dashboard display.

7.4 Purchases crossing a Stage boundary auto-split as displayed before you approve. Payments arriving at an expired deposit address or after quote expiry go to manual review and are credited, returned (net of costs) or held pending instruction at Brydg's option.

7.5 You must pay from a wallet linked to your account per the published process. Payments from unlinked wallets may be held pending ownership proof.

8. No refunds; finality

8.1 **All completed purchases are final. There are no refunds, cancellations, withdrawals, cooling-off rights or exchanges, to the maximum extent permitted by law.**
[Counsel: some jurisdictions impose non-waivable cooling-off or withdrawal rights for distance sales; confirm treatment or carve-out per jurisdiction.]

8.2 Reversing entries are made only for chain-level events (§7.3), voided purchases (§14), provider reversals, or manifest error corrections. A manifest error (including a materially wrong displayed price arising from a technical fault) does not bind Brydg; affected purchases may be unwound with funds returned.

9. Supply, allocation and treasury

9.1 Total supply, ticker and final allocation figures are fixed in the version of these Terms in force before Stage 1 [placeholder: 10,000,000,000; allocation per Tokenomics]. After deployment there is no mint function; supply is fixed.

9.2 Unreleased team, partner, referral and treasury tokens earn no Entitlement while unreleased or held by Brydg, per the published schedules.

9.3 Pre-sale proceeds are the operating capital of Brydg and are spent at Brydg's discretion on the business described in the published documents, on a staged basis. **Proceeds are not held on trust for you, are not segregated for your benefit, and are not refundable.** The holder distribution pool, once accrued post-TGE, is segregated from operating funds.

9.4 Unsold pre-sale allocation at TGE is transferred to treasury or retired; the treatment is published at TGE.

10. The Entitlement

10.1 From the first accrual period beginning at TGE, holders of Tokens at each period's Snapshot are entitled, pro rata, to a pool equal to **15% of Brydg's gross revenue** for that period, where gross revenue = Σ (take rate × provider payouts settled in the period) as defined in the published formula, paid in stablecoin selected by Brydg. The 15% rate, its first-claim character, its stablecoin denomination and the fixed supply may not be changed by Brydg unilaterally and sit outside any governance mechanism; they may be amended only by the consent mechanism in §22.3.

10.2 The Entitlement is a claim to distributions **if and when the defined revenue exists.** Brydg makes no representation that any revenue, or any distribution of any size, will ever exist. Distributions may be zero for any number of periods. Nothing obliges Brydg to conduct business so as to generate revenue, to continue any business line, or to prefer holder outcomes over business judgment.

10.3 Distributions are pull-based: you claim per period via the published distributor mechanism and pay your own network fees. Claims must be made within the published claim window [24 months, per period]; **unclaimed amounts after the window revert to [treasury / the next pool, counsel to settle]**. Brydg may set a minimum claim size so fees do not exceed payments.

10.4 Snapshot mechanics, period length, claim windows and minimum claims are operational parameters and may be set and revised by Brydg (or, when phased in, by governance), always excluding the protected items in §10.1.

10.5 Brydg may withhold from distributions any tax it is required to withhold, and may require verification before releasing claims where legally required.

11. TGE, delivery, delays, postponement, suspension and cancellation of launch

11.1 **TGE target: [July 2027], or one month after the Provider Application ships publicly, whichever is later.** The target is a target, not a promise. Brydg will launch the Token only when, in its judgment, the network, the contracts and the legal position permit.

11.2 **Brydg may postpone TGE, once or repeatedly and for any duration, where it determines postponement is prudent,** including for: delay, defect or failure of the Provider Application or any platform component; absence of demand-side contracts; audit findings; legal, regulatory or tax developments or uncertainty in any relevant jurisdiction; security incidents; chain instability; market conditions; force majeure; or any circumstance where launching would in Brydg's judgment prejudice the network, holders or Brydg. Each revision of the TGE target is published as a new Terms version and notified to holders. **Postponement, however long, is not a breach and creates no right to refund, compensation or interest.**

11.3 Conditions precedent to TGE include: completed independent audits of the token, vesting and distributor contracts; a frozen and reconciled ledger; and publication of the holder list Merkle root. Brydg may add conditions where prudent.

11.4 At TGE, Tokens are delivered in full to your nominated distribution wallet. You are solely responsible for nominating and controlling a compatible wallet and keeping it current until the published nomination lock. If you have no valid nomination, your Tokens are held for you under the published remediation process; no Allocation is forfeited for late nomination alone, but Brydg is not liable for delivery to the wallet you nominated, including one you no longer control.

11.5 **Cancellation.** If Brydg determines that TGE cannot lawfully or viably occur at all (including on regulatory prohibition, or failure of the business), Brydg may cancel the launch. In that case Brydg will
[option A: treat holders as unsecured creditors for a pro-rata share of remaining net proceeds after lawful prior claims and wind-down costs / option B: have no pa
[Counsel must choose: option B maximises protection but is the clause most likely to be struck as unconscionable and most damaging to securities ana

11.6 Exchange listings, market prices, and third-party support of the Token are outside Brydg's control and outside these Terms. No listing is promised.

12. Business risk; no guarantee of continuation

12.1 Brydg is funded by this pre-sale. You acknowledge the business may fail, in which case the Entitlement may be worth nothing, and that you may lose everything you paid. Brydg may modify, suspend or discontinue any product, corridor, feature or plan, and may pivot the business model, without your consent, the Entitlement definition in §10 continuing to apply to whatever gross revenue (as defined) exists.

12.2 Brydg's obligations to report (proceeds by category, runway, per-period revenue reporting post-TGE) are as published from time to time; reporting formats and cadence may evolve.

13. Referral programme

13.1 Referral rewards (currently: 25% of a referred purchase to the referrer in Tokens; 5% first-purchase bonus to the referee; release 40% at TGE then 20% monthly over three months) are as published and may be changed prospectively, suspended or ended at any time; accrued rewards on completed purchases are honoured at the rates in force when earned.

13.2 The programme is for genuine referrals of other persons. **Prohibited:** self-referral, referral rings, purchases through your own or controlled accounts, paid-placement misrepresentation, spam, impersonation of Brydg, advertising in or to Restricted Jurisdictions, referring a Restricted Person, and any marketing

describing the Token as an investment with expected returns. Brydg may investigate, withhold, claw back (including by negative offset against your balances) and forfeit rewards connected to abuse, and may terminate accounts involved.

13.3 If an underlying purchase is voided or reversed, including under §4.6, all associated rewards are clawed back. Referrers are not Brydg's agents, employees or partners and have no authority to make statements for Brydg; you bear responsibility for your own referral communications, including regulatory compliance.

14. Suspension, voiding and termination of accounts

14.1 Brydg may suspend, restrict or terminate any account, and void any purchase, bonus or Allocation obtained through: breach of these Terms; false or misleading information; ineligibility or a false attestation under §4; sanctions or screening hits; fraud, market abuse or referral abuse; attempted transfer of an Allocation; abusive conduct toward staff; or where required by law or a competent authority.

14.2 Voiding for cause is a forfeiture remedy: [Counsel: choose per severity; return of funds net of costs for innocent ineligibility versus forfeiture for fraud; blanket forfeiture invites unenforceability]. Where funds derive from sanctioned or illicit sources, Brydg may freeze, report and surrender them as required by law, without payment to you.

14.3 On any termination, clauses intended to survive (including §§2, 8, 9.3, 10 to 12, 15 to 26) survive.

14.4 Brydg may set off any amount you owe it (including clawbacks) against any amount or Tokens otherwise deliverable to you.

14.5 Funds received from ineligible or anonymous senders, including Restricted Persons, that cannot lawfully be returned may be held, escheated or surrendered per applicable law.

15. Taxes

15.1 You are solely responsible for all taxes, levies and reporting obligations arising from your purchase, holding, delivery, claims and disposals, in every jurisdiction relevant to you. Brydg provides no tax advice, may report where required by law (including CRS/FATCA-type regimes), and may require tax information as a condition of delivery or distribution.

16. Your representations and warranties (repeated at each purchase)

You represent and warrant that: you meet §4, including the attestation in §4.3; all information you provide is true, complete and current; your funds are lawfully obtained and beneficially your own; you have the experience and knowledge to evaluate crypto-asset purchases, have read the Whitepaper, Risk Disclosure and these Terms, and understand you may lose the entire amount; you have taken your own legal, tax and financial advice or knowingly declined to; **you rely on no statement, forecast, projection or expectation of profit, price, listing or distribution, from Brydg or anyone, and no such statement has been made to you by Brydg;** you purchase for your own use and benefit, not for distribution or resale of Allocations; you are not acting as a market intermediary; your wallet and keys are yours and under your sole control; and you will comply with all laws applicable to you.

17. Disclaimers

17.1 The sale, site, dashboard, documents and (post-TGE) the Token and contracts are provided **"as is" and "as available", without warranty of any kind**, express or implied, including merchantability, fitness for purpose, availability, accuracy, or uninterrupted or error-free operation.

17.2 Nothing from Brydg is investment, legal, tax or financial advice; no fiduciary, advisory, trust, agency or partnership relationship exists. Brydg is not your broker or custodian of your Tokens post-delivery.

17.3 Forward-looking statements (plans, targets, roadmaps, market estimates) are inherently uncertain, are made only as at their date, and will differ, possibly materially, from actual outcomes. Brydg assumes no duty to update them. Third-party data is used in good faith without verification.

17.4 Independent audits reduce but do not eliminate smart-contract risk. Brydg does not warrant that contracts are free of vulnerabilities.

18. Limitation of liability

18.1 **To the maximum extent permitted by law:** Brydg, its affiliates, and their officers, employees, contractors and advisers shall not be liable for any indirect, incidental, special, consequential, punitive or exemplary damages, loss of profits, loss of expected gains or value, loss of data, or loss of opportunity, however arising; and the **aggregate liability of all of them for all claims arising out of or connected with the sale and these Terms shall not exceed the total amount you paid to Brydg in the twelve months before the event giving rise to the claim** [alt: the amount paid for the affected purchase].

18.2 Nothing excludes liability that cannot lawfully be excluded (including fraud or wilful misconduct, and mandatory consumer rights where they apply). [Counsel: jurisdiction-specific carve-outs.]

18.3 Brydg is not liable for: blockchain or validator behaviour, forks, reorgs, congestion or fees; wallets, exchanges, bridges or other third-party services; your errors (wrong addresses, lost keys, compromised devices); phishing or impersonation of Brydg (only Official Channels are Brydg); stablecoin issuers, de-pegs or freezes; or acts of hackers absent Brydg's failure to apply reasonable security.

19. Indemnity

You will indemnify and hold harmless Brydg and its affiliates, officers, employees and advisers from all claims, losses, liabilities, damages, costs and expenses (including reasonable legal fees) arising from: your breach of these Terms or law; your misrepresentation, including any false attestation under §4.3; your taxes; your referral communications; claims by any person you act or purchase for; and your violation of third-party rights.

20. Force majeure

Brydg is not in breach and not liable for delay or failure caused by events beyond its reasonable control, including: acts of God, war, terrorism, civil unrest, pandemics; power, internet or telecoms failure; blockchain outages, forks, 51%-attacks, protocol changes; hacks or exploits of third-party infrastructure; strikes; acts of government, regulators or courts; sanctions changes; banking or payment-rail failures; and failure of counterparties or suppliers. Obligations are suspended for the duration; Brydg will take reasonable steps to mitigate and resume.

21. Intellectual property; acceptable use

21.1 All IP in the platform, site, documents, marks and content is Brydg's or its licensors'. You receive only a personal, revocable, non-transferable licence to use the site and dashboard for participation. You must not: attack, probe, overload or reverse-engineer the platform; automate purchases in breach of published rules; scrape at scale; misuse APIs; or use the platform for unlawful purposes.

22. Amendments, versions and the consent mechanism

22.1 Brydg may amend these Terms at any time. Amendments are published on Official Channels before taking effect, with a new version number; material amendments are additionally notified to account holders. Your continued participation (new purchases, claims, account use) after effectiveness is acceptance for that activity.

22.2 **Economic terms of a completed purchase** (quantity, unit price, stage, no-repricing) are fixed at purchase and are not altered by later versions.

22.3 The protected items in §10.1 may be amended only with [consent mechanism, counsel to define: e.g. approval of holders of a supermajority of entitled Tokens or Allocations, per a published vote procedure]. TGE-date revisions under §11.2 and additions to the Restricted Jurisdictions under §4.5 are not amendments to protected items.

23. Notices and communications

23.1 Brydg gives notice via Official Channels and/or the email on your account; notice is effective on publication or sending. You are responsible for keeping your email current and for checking Official Channels. You give notice to Brydg at [legal notice email/address]. **Treat any communication inconsistent with Official Channels as fraudulent.** Brydg never asks for your keys or seed phrase.

24. Governing law and disputes

24.1 These Terms are governed by the laws of **[JURISDICTION, counsel]**, excluding conflict rules. [UN CISG excluded.]

24.2 **[Counsel to choose:]** All disputes shall be finally resolved by binding arbitration under [RULES] in [SEAT], in English, by [one] arbitrator; judgment may be entered in any competent court. **Disputes are individual only: no class, collective or representative proceedings, to the extent permitted by law.** [Alt: exclusive courts of [X].] Nothing prevents either party seeking injunctive relief for IP or security matters, or Brydg complying with regulators.

24.3 Any claim must be brought within [12 months] of the events giving rise to it, where such limitation is enforceable.

25. General

25.1 **Entire agreement:** these Terms (with the documents they expressly incorporate: Privacy Policy, Risk Disclosure, published stage and mechanic pages) are the entire agreement and supersede everything else. **Severability:** invalid clauses are read down or severed; the rest stands. **No waiver** unless written. **Assignment:** you may not assign; Brydg may assign to an affiliate or successor (including in reorganisation or sale of business), publishing notice. **No third-party beneficiaries** except indemnified persons in §19 and §18. **Language:** English governs; translations are courtesy only. **Survival** per §14.3. **Interpretation against drafter excluded.** Electronic acceptance is valid execution.

25.2 If you are acting for an entity, you bind that entity and warrant your authority; "you" includes it.

26. Acknowledgement of risk

By purchasing you confirm you have read and accepted the **Risk Disclosure Statement**, which is incorporated into these Terms, and that you can afford the total loss of everything you pay.

[OPERATING ENTITY] · [address] · [company registration references] · support: [email] · legal notices: [email]