

TERMS OF SALE: “LXRY” TOKENS and AIRDROPS

Your purchase of Luxury Ledger Tokens (“LXRY”) during the LXRY token sale (“Token Sale”) from Luxury Ledger (“Company,” “we,” “us,” “ours”) is subject to these Terms of Sale (“Terms”). Each of you and Company is a “Party,” and together constitute the “Parties.” By purchasing LXRY from us during the Token Sale, you will be bound by these Terms and all terms incorporated by reference. If you have any questions regarding these Terms, please contact us at support@luxuryledger.io. You and the Company agree as follows:

1. Purpose and Use of LXRY tokens

(a) Company is developing the Luxury Ledger Network, as described further in Exhibit A. (b) LXRY are blockchain-based utility tokens designed and intended for users of the Luxury Ledger to uniquely identify, purchase and sell products and services on the Luxury Ledger platform from Company (collectively, the “Token Function”). Important additional details regarding Token Function are provided in Exhibit A. (c) Purchase, ownership, receipt or possession of LXRY carries no rights, express or implied, other than the right to use LXRY in connection with Token Function. You understand and accept that LXRY do not necessarily represent or confer any ownership right or stake, share or security or equivalent rights, or any right to receive future revenue shares, intellectual property rights or any other form of participation in or relating to Company and its corporate affiliates, including the governance of Company and its corporate affiliates, subject to limitations and conditions in these Terms. LXRY are not intended to be a digital currency, commodity or any similar kind of financial instrument.

2. Eligibility

In order to be eligible to participate in the Token Sale, you must: (a) Comply with all the terms and conditions set forth in these Terms; (b) Comply with all rules in your respective jurisdiction. Interested parties from United States and China are not eligible for the token sale. The Registration process is mandatory and requires you to (i) provide all information we requested during the Registration process (“Registration Information”) and (ii) have an ERC20-compatible Ethereum wallet (a “Purchaser Wallet”); (c) Fund your Purchaser Wallet with an amount of Ethereum sufficient to allow you to complete your purchase of LXRY pursuant to these Terms.

3. Scope of Terms

Unless otherwise stated herein, these Terms govern only your purchase of LXRY from us during the Token Sale. Company will have no responsibility for the use of LXRY after LXRY are sold.

4. Cancellation; Refusal of Purchase Requests

Your purchase of LXRY from us during the Token Sale is final, and there are no refunds or cancellations except as may be required by applicable law or regulation. We reserve the right to refuse or cancel LXRY purchase requests at any time in our sole discretion.

5. Token Sale Procedures and Specifications

Important information about the procedures and material specifications of the Token Sale is provided and by purchasing LXRY, you acknowledge that you have read and understand the Terms of Sale.

6. Acknowledgments and Assumption of Risks

You acknowledge and agree that there are risks associated with purchasing LXRY, owning LXRY, and using LXRY in connection with Token Function

BY PURCHASING LXRY, YOU EXPRESSLY ACKNOWLEDGE AND ASSUME THESE RISKS.

7. Security

You will implement and assume responsibility for implementing reasonable measures for securing your Purchaser Wallet and any other wallet or vault you use to hold LXRY you purchase from us, including any requisite private keys or other credentials necessary to access your Purchaser Wallet or other wallet or vault. Notwithstanding any other provision of these Terms, we will 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 your Purchaser Wallet or any other wallet or vault you use to hold LXRY or the relevant access credentials, (ii) the loss of, tampering with, circumventing or unauthorized use of any of the access credentials to your Purchaser Wallet or any other wallet or vault you use to hold LXRY, (iii) any security breach affecting the security of your Purchaser Wallet or any other wallet or vault you use to hold LXRY or (iv) the loss of LXRY from your Purchaser Wallet or any other wallet or vault you use to hold LXRY.

8. Registration Information; Privacy Policy

Please refer to our Token Sale Privacy Policy at www.luxuryledger.io for information about how we collect, use and disclose your Registration Information and other information collected through www.luxuryledger.io.

9. Taxes

Any amounts that you pay for LXRY are exclusive of all applicable taxes. You are responsible for determining what, if any, taxes apply to your purchase of LXRY, 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. We are not responsible for withholding, collecting, reporting, or remitting any sales, use, value added, or similar tax arising from your purchase of LXRY.

10. Representations and Warranties

You represent and warrant that: (a) You have a sufficient technical understanding of cryptographic tokens (including LXRY and Ethereum), Ethereum-based protocols, distributed networks token storage mechanisms (including your Purchaser Wallet), and blockchain technology in general to understand these Terms and to appreciate the risks and implications of purchasing LXRY; (b) You have read and understand the terms and conditions of these Terms (including all exhibits which are part of these Terms); (c) You have obtained sufficient information about LXRY to make an informed decision to purchase LXRY; (d) You understand, acknowledge and assume the restrictions and risks associated with the purchase, holding and use of LXRY as set forth herein, (e) You understand that LXRY are intended to be used only in connection with Token Function, and may not confer rights of any form with respect to Company or its corporate affiliates, including, but not limited to, any ownership, voting, distribution, redemption, liquidation, proprietary (including all forms of intellectual property), or other financial or legal rights; (f) You are purchasing LXRY solely for use in connection with Token Function and are not purchasing LXRY for any other purposes, including, but not limited to, any speculative or other financial purposes; (g) You understand and acknowledge that the Company is not registered with or licensed by any financial regulatory authority. Accordingly, no financial regulatory authority has passed upon the contents of these Terms or the merits of purchasing LXRY, nor have these Terms been filed with, or reviewed by, any financial regulatory authority; (h) All Registration Information you have provided is complete and accurate; (i) You are at least of legal age in your respective jurisdiction; (j) Your purchase of LXRY complies with applicable laws and regulations in your jurisdiction, including, but not limited to, (i) legal capacity and any other applicable legal requirements in your jurisdiction for purchasing LXRY, using LXRY, and entering into contracts with us, (ii) any foreign exchange or regulatory or import/export restrictions applicable to such purchase, and (iii) any governmental or other consents that may need to be obtained; (k) You hereby certify that you are not (i) a citizen or resident of a geographic area in which purchase, holding or use of LXRY or similar 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 applicable 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 List, the U.S. Department of State's Debarred Parties List or other applicable sanctions lists. You hereby represent and agree that if your country of residence or other circumstances change such that the above representations are no longer accurate, you will immediately notify Company and cease using LXRY. You agree that you will not knowingly sell or otherwise transfer LXRY to a party subject to U.S. or other applicable sanctions; (l) If you are purchasing LXRY on behalf of any entity, (i) you are authorized to accept these Terms and to act on such entity's behalf, (ii) such entity will be responsible for breach of these Terms by you or any other employee or agent of such entity (references to "you" in these Terms refer to you and such entity, jointly), and (iii) such entity is duly organized and validly existing under the applicable laws of the jurisdiction of its organization; (o) You will not use LXRY or the Luxury Ledger Network in connection with any activity that violates applicable laws in any relevant jurisdiction, including, but not limited to, use of LXRY or Luxury Ledger Network in connection with transactions that violate U.S. federal or state securities or commodity laws; (p) You will at all times maintain control of your Purchaser Wallet, and you will not share or disclose the account credentials associated with your Purchaser Wallet with any other party. If you transfer LXRY from your Purchaser Wallet into another wallet or vault, you will likewise at all times maintain control of such other wallet or vault, and you will not share or disclose the account credentials associated with such other wallet or vault with any other party; (q) You will comply with any applicable tax obligations in your jurisdiction arising from your purchase of LXRY

11. Indemnification

(a) To the fullest extent permitted by applicable law, you will indemnify, defend and hold harmless Company and our respective past, present and future employees, officers, directors, contractors, consultants, equity holders, suppliers, vendors, service providers, parent companies, subsidiaries, affiliates, agents, representatives, predecessors, successors and assigns (the "Company Parties") from and against all claims, demands, actions, damages, losses, costs and expenses (including attorneys' fees) that arise from or relate to: (i) your purchase or use of LXRY, (ii) your responsibilities or obligations under these Terms, (iii) any breach by you of these Terms, or (iv) any infringement or violation by you of any rights of, or laws or regulations applicable to, any other person or entity. (b) Company reserves the right to exercise sole control over the defense, at your expense, of any claim subject to indemnification under Section 11(a). This indemnity is in addition to, and not in lieu of, any other indemnities set forth in a written agreement between you and Company.

12. Disclaimers

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW AND EXCEPT AS OTHERWISE SPECIFIED IN A WRITING BY US, (A) LXRY ARE SOLD ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, AND WE EXPRESSLY DISCLAIM ALL IMPLIED WARRANTIES AS TO PINNS, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NONINFRINGEMENT; (B) WE DO NOT REPRESENT OR WARRANT THAT LXRY ARE RELIABLE, CURRENT OR ERROR-FREE, MEET YOUR REQUIREMENTS, OR THAT DEFECTS IN LXRY WILL BE CORRECTED; AND (C) WE CANNOT AND DO NOT REPRESENT OR WARRANT THAT PINNS OR THE DELIVERY MECHANISM FOR LXRY ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. 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 12 may not apply to you.

13. Limitation of Liability

(A) TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW: (I) IN NO EVENT WILL COMPANY OR ANY OF THE COMPANY PARTIES BE LIABLE FOR LOSS OF PROFITS OR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR OTHER LOSS OF ANY KIND (INCLUDING, BUT NOT LIMITED TO, WHERE RELATED TO LOSS OF REVENUE, INCOME OR PROFITS, LOSS OF USE OR DATA, OR LOSS FOR BUSINESS INTERRUPTION) ARISING OUT OF OR IN ANY WAY RELATED TO THE SALE OR USE OF LXRY OR OTHERWISE RELATED TO THESE TERMS, REGARDLESS OF THE FORM OR CAUSE OF ACTION, WHETHER BASED IN CONTRACT, TORT, 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 LOSS WERE FORESEEABLE); AND (II) IN NO EVENT WILL THE AGGREGATE LIABILITY OF COMPANY AND THE COMPANY PARTIES (JOINTLY) FOR ANY LOSS ARISING OUT OF OR RELATING TO THESE TERMS OR THE USE OF OR INABILITY TO USE PINNS, EXCEED THE AMOUNT YOU PAY TO US FOR LXRY. (B) THE LIMITATIONS SET FORTH IN SECTION 13 WILL NOT LIMIT OR EXCLUDE LIABILITY FOR FRAUD OR WILLFUL DEFAULT OF COMPANY.

14. Release

To the fullest extent permitted by applicable law, you release Company and the other Company Parties from responsibility, liability, claims, demands and damages (actual and consequential) of every kind and nature, known and unknown (including, but not limited to, claims of negligence), arising out of or related to disputes between users and the acts or omissions of third-parties. You expressly waive any rights you may have under any other statute or common law principles that would otherwise limit the coverage of this release (including similar laws in other applicable jurisdictions) to include only those claims which you may know or suspect to exist in your favor at the time of agreeing to this release.

15. Severability

If any term, clause or provision of these Terms is held unlawful, void or unenforceable, then that term, clause or provision will be severable from these Terms and will not affect the validity or enforceability of any remaining part of that term, clause or provision, or any other term, clause or provision of these Terms.

16. Disruption Event

In the event of a Disruption Event, we have the right to suspend the Token Sale. If we elect to suspend the Token Sale, we will publicly announce the suspension as soon as reasonably practicable and, prior to resuming the Token Sale, we will announce the resumption at least three (3) hours in advance. If we suspend the Token Sale for a period of time (the "Suspension Period") pursuant to this Section 16, we will determine in our sole discretion whether to (i) nevertheless end the Token Sale on the scheduled Token Sale End Date or (ii) extend the Token Sale for a period equal to the Suspension Period. We will provide notice of our election in this regard in the public announcements of the resumption of the Token Sale following the Suspension Period. A "Disruption Event" means (i) any event or occurrence that causes a disruption in the functionality of the Ethereum blockchain, and such disruption has an adverse effect on the processing time for Ethereum blockchain transactions, (ii) any event or occurrence that causes a disruption in the functionality of the smart contracts or other software used in connection with the Token Sale and such disruption has an adverse effect on the implementation of the Token Sale, (iii) a change in the price of Ether of 20% or more in any 24-hour period, or (iv) any compromise of security that has or in our sole good faith determination may have an adverse impact on the Token Sale.

17. Modification of Terms

We have the right to modify these Terms if we reasonably believe that such modifications are necessary to comply with applicable laws or regulations or to address technical or factual inaccuracies. If we make changes, we will post the amended Terms at www.luxuryledger.io and update the "Last Updated" date above. We may also, and at our sole discretion, provide notice to you via email to the email address you provide during Registration. The amended Terms will be effective immediately, and your continued participation in the Token Sale, or continued use or holding of LXRY you purchase in the Token Sale, as applicable, shall constitute your acceptance of the modified Terms.

Exhibit A:

Certain Risks Relating to Purchase, Sale and Use of LXRY tokens

- Legal Aspects of the ICO We have thoroughly examined the legal and regulatory requirements and implications of doing an ICO. We have identified the following important issues and have decided to take necessary and prudent steps to comply with relevant rules and regulations to minimize the risks associated with these issues:
- Anti-money laundering and Know Your Customer requirements This list of legal and regulatory issues is not intended to be comprehensive, though it does cover the most important compliance and policy matters.
- Luxury Ledger's business model has a solid start and has assembled a strong team to grow the company. If Luxury Ledger is unable to operationalize future features or achieve the milestones described herein, or the market does not respond positively to them, the amount a participant spends in the ICO may be at risk, despite any responsive actions Luxury Ledger may take.

- Legal and Regulatory Factors Might Present Barriers to Success. Luxury Ledger operates in a new and developing legal and regulatory environment concerning blockchain and smart contracts. There is no established body of law or court decisions in any country concerning blockchain and smart contracts. As a result, there could be legal disputes over the interpretation of smart contracts between members of the Luxury Ledger community, thus undermining the attractiveness of smart contracts and the democratic voting systems to Luxury Ledger's token holders. Further, it is difficult to predict how regulators and lawmakers might respond to Luxury Ledger's innovations. Uncertainty in how the legal and regulatory environment will develop could negatively impact Luxury Ledger's ability to achieve its milestones.
- While Luxury Ledger will conduct security audits to the best of its ability and its infrastructure is constructed on secure blockchain technology, its platform may be a target of hacking that could compromise the integrity and value of LXRY tokens. Similarly, token purchasers may misrepresent themselves in order to purchase LXRY tokens and gain access to the network. While Luxury Ledger will comply with applicable legal requirements, it cannot be responsible for the activities of these purchasers whose presence may negatively affect the performance of the platforms Luxury Ledger is striving to build.
- Business Conditions and Management of Luxury Ledger may change. The information in the whitepaper may change as factors such as technology, the competitive landscape in the industry vertical where the company competes; consumer preferences, and security threats evolve—sometimes in unpredictable ways. Similarly, personnel at Luxury Ledger might evolve, thereby impacting the direction of the company in either positive or negative ways.
- Although the LXRY token is intended to be used for identifying unique goods and economic transactions on the Luxury Ledger Network as described in the Whitepaper, some holders of the LXRY token may participate in the ICO so they can buy and sell the LXRY token on crypto-currency exchanges for primarily investment or speculative purposes. However, we cannot guarantee that the LXRY token will be listed on any crypto-currency exchange. Whether or not the LXRY token is listed on any crypto-currency exchange, the market value of the token is uncertain and cannot be guaranteed at any level. Therefore, the entire dollar amount of your purchase of LXRY tokens could be illiquid and decrease in value. There are also risks of participating in any ICO. Such risks include volatility in crypto-currency markets, the possibility of increasing regulation of crypto-currency exchanges, the potential for a post facto government investigation of the ICO, a suboptimal ability of participants to conduct due diligence on the company issuing tokens in the ICO, and others. Potential participants should weigh these risks against the possible future benefits before deciding to participate in the Luxury Ledger ICO.

Miscellaneous

These Terms constitute the entire agreement between you and us relating to your purchase of LXRY from us. Our failure to exercise or enforce any right or provision of these Terms will not operate as a waiver of such right or provision. We will not be liable for any delay or failure to perform any obligation under these Terms where the delay or failure results from any cause beyond our reasonable control. We may assign our rights and obligations under these Terms. Purchasing LXRY from us does not create any form of partnership, joint venture or any other similar relationship between you and us. Except as otherwise provided in herein, these Terms are intended solely for the benefit of you and us and are not intended to confer third-party beneficiary rights upon any other person or entity.

You agree and acknowledge that all agreements, notices, disclosures, and other communications that we provide to you, including these Terms, may be provided in electronic form. Use of Proceeds from LXRY Token Sale are intended to be used for the ongoing development of the Luxury Ledger Network and associated open-source software tools for users and developers to leverage the Luxury Ledger Network, as outlined in the Company's Whitepaper. However, there are no restrictions on how the Company may use the proceeds of the Token Sale. As noted above, the Whitepaper is provided for illustrative and descriptive purposes only, does not form part of these Terms unless expressly incorporated herein, and is subject to modification by Company in its sole and absolute discretion.