PAI3 NODE SALE AGREEMENT

Your purchase of PAI3 Nodes via the Node sale ("node sale") from PAI3 Network Ltd. ("company" or "Company"), registered in the British Virgin Islands is subject to this Node Sale agreement ("Agreement"). Each of you ("You", "you" or "buyer") and the company ("We", "we", "Us" or "us") is referred to as a "party", and together as the "parties".

Please read this Agreement carefully and in its entirety. You must abide by the terms of this Agreement and all policies, operating rules, and procedures published on our website (www.pai3.ai). If you do not agree to all the provisions of this Agreement and all policies, rules and procedures published on our website, you are not an authorized buyer of PAI3 nodes and you should not use any means to purchase PAI3 nodes.

The company reserves the right to change, modify, add or remove provisions of this Agreement at any time for any reason by posting a revised version on the site at PAI3 website. We suggest that you review our website periodically for changes to this agreement, policies, rules and procedures. Such changes shall be effective immediately upon posting them on the website.

This document does not constitute investment advice or counsel or solicitation for investment in any security and shall not be construed in that way. This document does not constitute or form part of, and should not be construed as, any offer for sale or subscription of, or any invitation to offer to buy or subscribe for any securities or financial instruments or cryptocurrencies.

The company expressly disclaims all responsibility for any direct or consequential loss or damage of any kind whatsoever arising directly or indirectly from errors, omissions or inaccuracies of any information contained in this document.

PAI3 Nodes are not available for sale in any of the restricted countries listed in Exhibit B and any other countries and in any other jurisdictions where it is unlawful to do so. We reserve the right to open or close access to node sale from any region at any time without notice.

Citizens, residents and their representatives or affiliated entities in any of jurisdictions where it is unlawful to participate in the sale of Nodes must not buy Nodes under this Agreement. The company shall not be held liable for any consequences arising from buying Nodes by citizens, residents or entities affiliated with the restricted jurisdictions.

THIS AGREEMENT CONTAINS A BINDING ARBITRATION CLAUSE AND CLASS ACTION WAIVER, WHICH, IF APPLICABLE TO YOU, AFFECTS YOUR LEGAL RIGHTS. IF YOU DO NOT AGREE TO THESE TERMS OF SALE, DO NOT PURCHASE NODES.

1. DEFINITIONS

1.1. **PAI3 Website:** Website hosted at www.pai3.ai, where you can learn about the PAI3 Network and buy PAI3 Nodes. PAI3 Website can also be referred to as "Website" or "website" in the context of this document.

1.2. **PAI3 Network:** shall mean the decentralized AI network that enables anyone to actively contribute to and benefit from AI innovation. PAI3 Network is a decentralized, permissionless network comprised of AI-capable nodes, designed to facilitate the execution and operation of AI agents and is accessible to anyone seeking to build, publish, and execute AI-driven applications. The network operates without central authority, allowing unrestricted access to individuals and entities seeking to utilize AI resources. PAI3 Network is open to all participants for deploying, running, and managing AI agents. Users may leverage the network to build, publish, and execute AI-driven applications without requiring centralized authorization or control. PAI3 Network refers to all the functionality, modules and components needed to build AI agents (a.k.a models), publish the agents to an agent marketplace, pay for and run these agents on one or more PAI3 nodes, securely handle personal data and achieve personalized insights (aka inference). PAI3 network consists of several modules and components including but not limited to PAI3 website, PAIneer, PAI3 Node, PAI3 Agent, PAI3 Computer, PAI3 marketplace, build environment and other related modules and components. PAI3 Network can also be referred to as "network" or "Network" in the context of this document.

1.3. **PAI3 Agent:** shall mean a specialized AI model or agent, a piece of software that can perform specific functions and produce specific insights by using technologies including machine learning, natural language processing and more. PAI3 agents can be thought of as a specialized ChatGPT trained to perform a specific function or functions. PAI3 agents run on PAI3 nodes. PAI3 Agent can also be referred to as "Agent" or "agent" in the context of this document.

1.4. **PAI3 Node:** is a decentralized computing environment that powers the PAI3 network by executing AI agents, processing transactions, storing data, and delivering personalized inference. PAI3 Nodes are unique, and each node has a unique address on the PAI3 Network, serving as an entry point for connecting computational resources to the decentralized ecosystem. By plugging a node into the network, node operators supply computing power to the decentralized AI ecosystem, for facilitating AI processing, data transactions, and to handle computational workload of the PAI3 Network. Each Node address permits one compute environment to connect to the PAI3 Network. This compute environment can be a laptop, desktop computer, cloud-based server, or any other suitable computing resource. PAI3 Node address functions similarly to a web address (e.g., www.xyz.com) on the World Wide Web. Just as you need to register website domain name through an Internet Domain Registry (such as GoDaddy) and host it on a specific IP address, purchasing a Node means owning a registered address on the PAI3 Network. However, unlike domain name registrations that require annual renewals, a Node address is a one-time purchase with no recurring fees. PAI3 nodes are controlled and operated by community members, as the PAI3 nodes are not centrally managed. The Company does not exercise any central authority or management over individual nodes. PAI3 Node can also be referred to as a "Node" or "node" in the context of this document.

1.5. **PAI3 Node Token:** is a digital token representing a PAI3 node and gives token holder exclusive control over that PAI3 node. PAI3 Node Token includes a dedicated address on the PAI3 Network where the PAI3 node can be configured and accessed, like how websites have a

domain name and address. The PAI3 Node Token gives the holder exclusive control over a PAI3 Node at its specific address. PAI3 token is based on the OpenZeppelin ERC-721 standard. PAI3 Node Token serves as the sole entitlement for receiving Node Rewards and Gas Fees. All rewards and fees are credited to the PAI3 Node Token and corresponding wallet. PAI3 Node Token functions similarly to a vehicle title—whoever holds the token, controls the corresponding Node. Unlike traditional domain registrars (e.g., GoDaddy), where accounts are required to manage domain ownership, PAI3 Nodes do not require an account and instead are managed via the PAI3 Node Token. PAI3 Node Token may also be referred to as PAI3VM or PAI3 Node NFT or PAI3 NFT in the context of this document.

1.6. PAI3 Node Operator: is the party responsible for operating the PAI3 Node by allocating compute resources, power and bandwidth at the node address. PAI3 Node Operator needs to have a PAI3 Node Token in their digital wallet to control and manage the node and to receive node rewards and fees. PAI3 Node Operator can also be referred to as “Operator” or “operator” in the context of this document.

1.7. PAI3 Network Token: shall mean the digital token that was developed and issued by PAI3 Network to facilitate adoption and use of PAI3 network. PAI3 Network Token is designed to facilitate network operations, contributions, and community engagement. PAI3 token may be used to reward contributors of compute, data, and models and to increase participation, functionality, capacity and size of the PAI3 Network. PAI3 Network Token shall not be available for sale on any channel but may be earned by contributing resources or effort to the PAI3 Network. PAI3 Network token may be traded on various digital asset platforms in the future. PAI3 utility token are limited in quantity and total quantity of PAI3 Network token cannot exceed the value of pi multiplied by 1 billion. PAI3 token may be used to reward contributors of compute, data, and models and participation in and growth of the PAI3 Network. All commercial transactions on the PAI3 Network are conducted exclusively using PAI3 tokens. This includes, but is not limited to payments for accessing AI agents and their services, purchase of data and payments for compute power and distribution of community incentives. PAI3 Network Token can also be referred to as “utility token” or “token” or “PAI3ut” or “PAI3 token”, in the context of this document.

1.8. PAI3 Node Sale: PAI3 nodes will be sold to anyone interested in operating PAI3 nodes, via a sale process that will be primarily conducted on the PAI3 website. The Node Sale shall occur in multiple phases, with each phase potentially having different pricing, terms, and duration. The Company reserves the right to modify the terms of sale, including but not limited to pricing, eligibility, and conditions, at its sole discretion. Furthermore, the Company may start, pause, or terminate the Node Sale at any time without prior notice. Participation in any phase of the Node Sale does not guarantee availability or identical terms in subsequent phases.

1.9. Node Holding Period: is the 1-year period following purchase of the PAI3 Node, during which the Node token cannot be transferred or sold to a third party.

1.10. Node Reputation: Each PAI3 Node has a distinct reputation score, that is calculated based on the quality and availability of node resources and the unique performance history of the PAI3 node. Node reputation is ascribed to the Node Token, making each Node Token unique. Node

Reputation can also be referred to as “Reputation” or “reputation” in the context of this document.

1.11. PAI3 Node Fees: PAI3 nodes will earn fees by performing network activities such as run PAI3 Agents, process events, store data, generate inference and other computational activities. The fees are denominated in and paid using the PAI3 Token. PAI3 Node Fees can also be referred to as “Fees” or “fees” in the context of this document.

1.12. PAI3 Node Rewards: PAI3 nodes may receive incentives and rewards to encourage participation in the PAI3 network, to improve operation, availability, quality and count of PAI3 nodes available in the PAI3 network. These rewards and incentives will naturally vary over time and may be set by the company and or the community. PAI3 node rewards are denominated in and paid using the PAI3 Token. PAI3 Node Rewards can also be referred to as “Rewards” or “rewards” in the context of this document.

1.13. Wallet: A secure digital wallet capable of storing PAI3 Node Token and PAI3 Network Token. Such wallets include but are not limited to MetaMask and Trust Wallet. You may use any other compatible wallet. The Wallet is used for storing, managing, and transacting Non-Fungible Tokens (NFTs) and PAI3 Utility Tokens associated with the PAI3 Network. The Wallet must be ERC-721 and ERC-20 compatible to support the receipt, storage, and transfer of PAI3 Node Tokens and PAI3 Network Tokens.

2. REPRESENTATIONS AND WARRANTIES

By participating in the Node Sale, you represent and warrant the following:

2.1. You have read and understand this Agreement (including all Exhibits).

2.2. You represent and warrant that all required information you submit is truthful and accurate, and you will maintain the accuracy of such information.

2.3. You understand and agree that PAI3 Node and its control token, PAI3 Node Token is not a security and owning a PAI3 node or its control token is not the same as owning a security or a financial instrument.

2.4. You acknowledge and agree that you may not transfer or sell PAI3 Nodes to another party for 1 Year period from date of purchase.

2.5. If you are purchasing as a business entity, you stipulate and warrant that you have the authority to bind the entity to this Agreement.

2.6. You understand and acknowledge that PAI3 Nodes do not confer ownership, stake, shares, securities, future revenue rights, intellectual property, or any other participation in the Company, its affiliates, or the Network beyond their intended operational use. Their sole purpose is to connect, operate, and interact with the PAI3 Network, subject to the terms and policies outlined in this Agreement.

2.7. You understand and acknowledge that PAI3 Nodes are not securities, digital currencies, commodities, or financial instruments and carry no rights beyond their use within the Network, provided it is successfully completed and deployed.

2.8. You agree to comply with all local laws regarding controlling and operating PAI3 nodes.

2.9. You are responsible for all applicable taxes associated with controlling and operating PAI3 nodes

2.10. You are not a citizen, resident or an entity located or affiliated with any of the countries and regions set forth in Exhibit B.

2.11. You are over the age of 18 years.

2.12. You acknowledge the inherent risks associated with the purchase and operation of Nodes including but not limited to local regulations and internet security risks.

2.13. You have a sufficient understanding of the functionality, usage, storage, transmission mechanisms and other material characteristics of cryptography, nodes, tokens, storage mechanisms, Blockchain technology and Blockchain-based software systems to understand the terms of this Agreement and to appreciate the risks and implications of purchasing Nodes.

2.14. You confirm that you have sufficient knowledge and understanding of the risks involved and that any errors, losses, or failures resulting from a lack of knowledge, misinterpretation, or ignorance of required technical and digital concepts shall be solely your responsibility, and the Company shall bear no liability for such occurrences.

2.15. You understand the restrictions and risks associated with the Nodes by the smart contract system as set forth herein and acknowledge and assume all such risks.

2.16. You have carefully reviewed the code of the smart contract system and fully understand and accept the functions implemented therein.

2.17. You acknowledge and agree that you are solely responsible for safeguarding the access credentials, private keys, and recovery phrases associated with your Wallet and that the Company shall have no liability for any loss, theft, or unauthorized access to the Wallet.

2.18. You have obtained sufficient information about Nodes to make an informed decision to purchase Nodes.

2.19. You understand, acknowledge, and assume the risks associated with the storing and use of tokens and NFTs.

2.20. You understand that Nodes confer only the right to connect to and use resources of the Network and confer no other rights of any form with respect to the Network or Company or its corporate affiliates, including, but not limited to, any voting, distribution, redemption,

liquidation, proprietary (including all forms of intellectual property), or other financial or legal rights.

2.21. You are aware of the commercial risks associated with the Company and the Network. You are not purchasing Nodes for any other purposes, including, but not limited to, any investment, speculative or other financial purposes.

2.22. Your purchase of Nodes complies with applicable law and regulation in your jurisdiction, including, but not limited to, (1) legal capacity and any other applicable legal requirements in your jurisdiction for purchasing PAI3 Nodes, using PAI3 Nodes, and entering into contracts with us, (2) any foreign exchange or regulatory restrictions applicable to such purchase, and (3) any governmental or other consents that may need to be obtained.

2.23. You will comply with any applicable tax obligations in your jurisdiction arising from your purchase of PAI3 Nodes.

2.24. If you are purchasing PAI3 Nodes on behalf of any entity, you are authorized to accept this Agreement on such entity's behalf and that such entity will be responsible for breach of the provisions of this Agreement by you or any other employee or agent of such entity.

2.25. You are not a citizen or resident or as an entity registered or operating in any of the restricted jurisdictions listed in Exhibit B or anywhere else where purchase of PAI3 nodes or access to or use of the Network is prohibited by applicable law, decree, regulation, treaty, or administrative act;

2.26. If a legal entity is purchasing PAI3 nodes, such entity is duly organized and validly existing under the applicable laws of the jurisdiction of its organization, and you are duly authorized by such legal entity, to act on its behalf.

2.27. You agree to comply with and abide to all applicable to the purchase of the Nodes local laws and regulations of the country you are the resident of. The Company shall not be held liable for any legal or monetary consequence arising from you violating any local laws or regulations related to your purchase of the Nodes.

3. TERMS OF USE OF PAI3 WEBSITE

3.1. The Node Sale shall be conducted on the PAI3 website located at www.pai3.ai.

3.2. This Node Sale Agreement includes and hereby incorporates by reference the PAI3 Whitepaper located at PAI3 website.

3.3. You agree to follow the established processes, procedures and policies on our website when participating in the Node sale.

3.4. The Company reserves the right to set and adjust the price of PAI3 Nodes at its sole discretion at any time for any reason with no advance notice. The prices published on PAI3 website will reflect the current price of the Node.

3.5. The PAI3 website uses third party payment providers to receive payments. We are not responsible for delays or erroneous transaction execution or cancellation of orders due to payment issues.

3.6. We take utmost care to work with 3rd party payment providers, but do not control their systems, processes, technology and workflows, hence cannot be held responsible for any fault at the end of payment providers. We will not be liable for any damages, interests or claims etc. resulting from not processing a Transaction/Transaction Price or any delay in processing a Transaction/Transaction Price which is beyond our control.

3.7. Any revisions to the Node Sale Agreement will take effect on the noted effective date or when posted on the PAI3 website, if there is no noted effective date (each, as applicable, the "Effective Date").

3.8. The use of Nodes in connection with the PAI3 Network may be governed by additional terms and policies (collectively referred to as "Network Terms and Policies"). These policies will be available on the PAI3 website and may be updated periodically at the Company's discretion. In the event of a conflict, the Network Terms and Policies shall prevail with respect to the use of Nodes within the Network.

3.9. The operation and use of Nodes in connection with the Network may be governed by other applicable terms and policies (collectively, the "Network Terms and Policies"). Any Network Terms and Policies we promulgate will be available at PAI3 website. We may add terms or policies to the Network Terms and Policies in our sole discretion and may update each of the Network Terms and Policies from time to time according to modification procedures set forth therein. To the extent of any conflict with these Terms, the Network Terms and Policies shall control with respect to any issues relating to the purchase of Nodes and distribution and use of Nodes in connection with the Services or Network.

3.10. We reserve the right to recover the cost of goods, collection charges and lawyers' fees from persons using our Website or Network fraudulently. We reserve the right to initiate legal proceedings against such persons for fraudulent use of the Website or the Network and any other unlawful act or acts or omissions in breach of these terms and conditions.

4. NODE SALE TERMS

4.1. Ownership and Rights: Nodes do not confer ownership, stake, shares, securities, or any rights to revenue, intellectual property, or participation in the company or its affiliates. The only rights associated with PAI3 Nodes are those related to their use within the PAI3 Network, subject to the terms and policies outlined herein.

4.2. Node Usage Rights: PAI3 Nodes grant users the ability to connect, operate, and interact within the PAI3 Network, provided the network is successfully completed and deployed. These Nodes are not securities, digital currencies, commodities, or financial instruments of any kind.

4.3. Limitations and Conditions: The use of PAI3 Nodes is subject to specific limitations and conditions as defined by this Agreement and applicable Network policies. Control over a Node does not equate to ownership, equity, or financial participation in the Company or its affiliates.

4.4. Payments: for the purchase of Nodes payments are accepted in Binance Coin (BNB) or other stablecoins based on the BNB Chain. Alternative cryptocurrencies such as POL, SOL, and ETH may be integrated at a later stage but are not supported in this phase of the Node Sale.

4.5. Non-transferable for 1 year: PAI3 Nodes cannot be transferred to anyone, resold, or disposed of in any way during the Node Sale and following 1 year after the purchase of the Node.

4.6. Fixed quantity: The PAI3 Nodes are fixed in quantity and cannot exceed 314,159.

5. NODE REWARDS

5.1. PAI3 Node holders shall be eligible to participate in various node rewards programs, which may be introduced and published from time to time. Participation in such programs shall be subject to approval by the PAI3 community and any terms, conditions, or modifications that may be determined at the community's discretion. The availability, structure, and continuation of these programs are not guaranteed and may be amended or discontinued at any time. This incentive is designed to offset the cost of running nodes during the early phase of network launch and growth.

5.2. Node rewards begin accumulating from the date of purchase of the PAI3 Node.

5.3. PAI3 tokens granted as node rewards will only be distributed after the Token Generation Event (TGE) whose exact date has not been established yet, and when established, is subject to change without notice and at the sole discretion of the Company.

5.4. If required by law, you may need to undergo KYC/AML checks before claiming node rewards, depending on your jurisdiction.

6. CANCELLATION; REFUSAL OF PURCHASE REQUESTS

Your purchase of Nodes from us via the Node 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 Nodes purchase requests at any time at our sole discretion.

7. KYC COMPLIANCE

7.1. You acknowledge and agree that the Company may, at its sole discretion or as required by applicable laws, regulations, or jurisdictional requirements, request certain information or documentation to verify your identity, source of funds, or compliance with regulatory obligations. You may be required to complete Know Your Customer (KYC) procedures as a condition for accessing certain services or features such as claiming Node Rewards. Failure to provide the requested information or documents may result in the restriction, suspension, or termination of your participation in some or all services and or functionality of the Network.

7.2. Additionally, if the Company requests proof of residence or registration to determine whether you are from a prohibited jurisdiction, you must provide valid documentation as proof. If it is determined that you are a resident or entity of any prohibited jurisdiction, the Company will

terminate your purchase and refund the purchase amount withdrawing any associated costs. The Company shall have sole discretion in assessing the validity and sufficiency of the provided documents.

8. ANTI-MONEY LAUNDERING & ANTI – ABUSE

8.1. Neither the Company, any of its subsidiaries, nor any director, officer, agent, employee consultant of or other Person associated with or acting on behalf of the Company has made, authorized, offered or promised to make any payment or transfer of anything of value, directly, indirectly or through a third party, to any government or regulatory official (domestic or foreign), employee or other representative (including employees of a government owned or controlled entity or public international organization and including any political party or candidate for public office), in violation of any law in any jurisdiction to which such Person is subject. For the purposes of this Section 8, the acts specified include, but are not limited to, (x) the making or payment of any illegal contributions, commissions, fees, gifts, entertainment, travel or other unlawful expenses relating to political or regulatory activity, (y) the direct or indirect payment, gift, offer, promise or authorization to make a payment, gift, offer or promise of, anything of material value to any government representative or regulator (domestic or foreign) and (z) the making of any bribe, illegal payoff, influence payment, kickback or other unlawful payment, using funds of the Company, any of its subsidiaries or otherwise on behalf of the Company or any of its subsidiaries. The operations of the Company, its subsidiaries are and have been conducted at all times in material compliance with all applicable financial record keeping and reporting requirements and the applicable anti-money laundering statutes of jurisdictions where each of the Company, its subsidiaries and the Seller conduct business, the rules and regulations thereunder and any related or similar rules, regulations or guidelines, issued, administered or enforced by any governmental agency (collectively, the “Anti-Money Laundering Laws”), and no action, suit or proceeding by or before any court or governmental agency, authority or body or any arbitrator involving the Company, or its subsidiaries with respect to the Anti-Money Laundering Laws is pending or, to the knowledge of the Company, threatened.

8.2. We have zero tolerance towards the use of PAI3 network for any illegal purpose. Any such abuse by you shall result in immediate suspension of this Agreement and reporting of such activities to concerned regulatory and statutory authorities.

8.3. We shall not allow PAI3 network and any future platforms and networks that it might support, to be used for any illegal purpose including for money laundering or the funding of terrorism or any other criminal activities.

8.4. We shall report all suspicious activities to the concerned authorities to ensure initiation of investigation and prosecution. Users are therefore strongly cautioned against misuse of PAI3 network in any manner for illegal activities.

8.5. Acceptance of the terms herein shall be tantamount to acceptance of the Anti-Money Laundering (“AML”) Policy and the terms contained therein. You are required to read, understand and affirm the AML Policy before clicking the “I Accept” button to this Agreement. We may periodically review and revise, modify or update the AML Policy to ensure that it complies with the requisites of applicable Law. By accepting the terms herein and by continued use of PAI3 network, You are deemed to have agreed to such revised terms of the AML Policy and shall be bound by the same. Those who do not wish to abide by the same are not permitted to continue use of PAI3 network and the same shall stand terminated upon compliance with the process set out there for.

9. SUSPICIOUS TRANSACTIONS

9.1. You are hereby duly cautioned against use of PAI3 network for illegal activities. Any such use or attempt to use PAI3 network for illegal activities or criminal activities or in connection therewith or in association thereof shall be tantamount to abuse of the terms of this Agreement, which would result in immediate termination of this Agreement without notice.

9.2. Upon identification of "suspicious transactions", as stipulated in the AML Policy, or as per the internal vigilance process, the Company shall immediately initiate processes for suspension or termination and for reporting the same to applicable regulatory and/or law enforcement authorities.

9.3. We may periodically review, revise, modify or update the KYC and AML Policies to ensure their compliance with subsisting / new regulations and legal requirements.

9.4. Amended AML and KYC Policies shall be uploaded on the Website. Non-receipt of such intimation shall not exonerate you from complying with the revised AML and KYC Policies. Continued use of PAI3 network shall be deemed consent to such revised terms.

9.5. You shall ensure due compliance with such amended AML and KYC Policies within timeframes prescribed for the same. Failure to do so shall amount to a material breach, which could result in suspension, cancellation or termination of this Agreement.

10. NETWORK USAGE GUIDELINES

You shall ensure strict compliance with the following user guidelines set out hereunder:

10.1. You shall not use circumvention or obfuscating technologies to mask their IP addresses or to hide transaction details.

10.2. You shall not create or circulate any technologies which violate, or which would facilitate other users to violate the terms hereof including for masking IP addresses or to obfuscate transaction details.

10.3. You shall not misrepresent, misinform or misguide us in any manner. You are hereby duly informed that we shall share all details with regulatory or legal authorities, and you shall be solely responsible for the correctness of the contents provided when using the PAI3 Network or for legal action for false or incorrect information furnished.

10.4. You shall ensure that the source of the monies used for purchase Nodes is through legal means and shall also ensure that all transactions are for legal purposes. The Company does not verify or authenticate the details of Node transactions made through transfers to the PAI3 Wallet. Any failure to ensure the legality of the source of monies of such transactions shall be solely your responsibility, and you shall bear full liability for any legal consequences arising therefrom.

10.5. You agree that we do not entertain Refund and cancellation of payments in any circumstances.

11. MISUSE OF THE NETWORK

You may not use the Network for any of the following purposes:

11.1. Disseminating any unlawful, harassing, libelous, abusive, threatening, harmful, vulgar, obscene, or otherwise objectionable material. Transmitting material that encourages conduct that

constitutes a criminal offense, results in civil liability or otherwise breaches any relevant laws, regulations or code of practice.

11.2. Interfering with any other person's use or enjoyment of the Site.

11.3. Breaching any applicable laws.

11.4. Interfering or disrupting networks or web sites connected to the Site.

11.5. Making, transmitting or storing electronic copies of materials protected by copyright without the permission of the owner.

11.6. Without limiting other remedies, we may, in our sole discretion, limit, suspend, or terminate access to the PAI3 network as much as technically feasible, prohibit access to Network, services, applications, and tools, and take technical and legal steps to keep users from using the Network, services, applications, or tools, if we think that they are creating problems or possible legal liabilities, infringing the intellectual property rights of third parties, or acting inconsistently with the letter or spirit of our policies, including, without limitation, violations of Section 14 (Power Node Security and Network Integrity).

12. ACKNOWLEDGMENT AND ASSUMPTION OF RISKS

You acknowledge and agree that there are risks associated with purchasing Nodes, operating Nodes, and using Nodes, in connection with the Services and Network, as disclosed and explained in ***Exhibit A to this agreement***.

BY PURCHASING PAI3 NODES, YOU EXPRESSLY ACKNOWLEDGE AND ASSUME THESE RISKS.

13. POWER NODES

13.1. Bundled Purchase. A Power Node consists of both hardware and software components sold together as a bundled unit. The purchase price of a Power Node includes the cost of both the hardware and the software license.

13.2. Shipping and Delivery. Power Nodes will be shipped to the Purchaser at the address provided at the time of order. Shipping dates are estimates only and subject to availability. The Company shall not be liable for delays in shipment or delivery.

13.3. Related Taxes, Duties, and Import Charges. The Purchaser is solely responsible for all shipping costs, customs clearance, import duties, tariffs, value-added taxes (VAT), goods and services taxes (GST), and any other applicable taxes, levies, or fees imposed by any governmental authority in connection with the delivery of the Power Node.

13.4. Risk of Loss. Title and risk of loss or damage to the hardware shall pass to the Purchaser upon delivery of the Power Node by the carrier. Purchaser shall be responsible for filing any claims with carriers for damaged or lost shipments.

13.5. No Returns or Refunds. Except as otherwise required by applicable law, all Power Node sales are final, non-returnable, and non-refundable once the order has been placed.

13.6. Warranty Disclaimer. The Power Node hardware is provided “as is” and without any warranties of any kind, express or implied, including but not limited to warranties of merchantability, fitness for a particular purpose, or non-infringement, except to the extent that such disclaimers are prohibited by applicable law. For avoidance of doubt, the limitations of liability and disclaimers set forth in Section 16 Limitation of Liability shall apply fully to the Power Node hardware.

13.7. Use of Third-Party Technology. The Power Node hardware and may contain Apple hardware, software, or technology (“Apple Technology”).

13.8. Compliance. The Purchaser agrees to comply with all applicable Apple terms, conditions, and restrictions, including without limitation Apple end-user license agreements and any applicable terms of service.

13.9. No Endorsement. We are not affiliated with, sponsored by, or endorsed by Apple Inc. Any issues, claims, or disputes relating to Apple Technology are governed solely by Apple’s terms, and we shall have no responsibility or liability in connection therewith.

13.10. Security and Integrity Requirements. Operation and use of Power Nodes are subject to the security, integrity, and compliance requirements set forth in Section 14 of this Agreement. Failure to comply with such requirements may result in restrictions or loss of Network participation as described therein.

14. POWER NODE SECURITY AND NETWORK INTEGRITY

14.1. Definitions for the purposes of this Section:

“Power Node” means a PAI3-certified hardware and software unit, including associated firmware, software stack, cryptographic keys, and any sealed or secured components, used to participate in the Network.

“Tampering” means any physical or logical modification, disassembly, reverse-engineering, interference with, or circumvention of a Power Node’s hardware, firmware, operating system, secure boot process, cryptographic elements, security seals, or any PAI3-controlled software component, whether or not such activity results in observable damage.

“Unauthorized Access” means any attempt to access, control, or interact with a Power Node or any other Network participant through any means other than interfaces expressly authorized by the Company or Network protocols, including but not limited to:

a) SSH or remote shell access;
b) physical console, debug-port, or serial access;
c) firmware, boot-level, or recovery-mode access;
d) bypass or circumvention of authentication, gateway controls, or security mechanisms;
e) misuse of credentials, wallets, or Node Tokens.

“Malicious Conduct” means any Tampering, Unauthorized Access, or other conduct that:

a) compromises or attempts to compromise the integrity, availability, or security of the Network;

b) accesses, alters, or attempts to access or alter data without authorization;
c) interferes with other Network participants or systems; or
d) violates applicable law or regulatory requirements.

14.2. Prohibited Conduct. You shall not, and shall not permit any third party to:

a) Tamper with Power Nodes - open, disassemble, modify, or otherwise interfere with any Power Node hardware or secured components.
b) Circumvent Security Controls - access or attempt to access any system layer of a Power Node other than through authorized interfaces, including operating system, firmware, or cryptographic layers.
c) Conduct Lateral Attacks - use your Node, credentials, wallet, Node Token, or network position to probe, scan, attack, or attempt to access any other node, participant, or system.
d) Reverse Engineer - reverse engineer, decompile, or disassemble any Network software or firmware, except to the limited extent expressly permitted by non-waivable applicable law.
e) Unauthorized Data Access or Transfer - access, copy, export, or transmit data outside authorized Network processes.
f) Introduce Malicious Code - deploy malware, denial-of-service mechanisms, or any code intended to disrupt or degrade Network operations.

14.3. Enforcement Measures. Where the Company determines, acting reasonably and based on available technical, cryptographic, or forensic evidence, that a violation of this Section has occurred, the Company may, to the extent technically feasible and in accordance with Network protocols and governance mechanisms, take one or more of the following actions without prior notice:

a) Network Restrictions - suspend, limit, quarantine, or terminate the Node's ability to participate in the Network.
b) Access Controls - restrict, revoke, or disable access credentials, Node functionality, or associated identifiers.
c) Protocol-Level Measures - apply protocol or system-level restrictions affecting rewards, incentives, reputation scoring, or eligibility for participation, including reduction, suspension, or ineligibility for rewards.
d) Device-Level Safeguards - restrict or disable the Power Node software environment, including revocation of certificates, cryptographic keys, or software functionality required for Network participation.
e) Integrity Verification Enforcement - treat failure of hardware integrity checks, attestation mechanisms, or security validation processes as evidence of Tampering.
f) Forensic Preservation - retain logs, telemetry, and technical data for investigation, compliance, and enforcement purposes.

14.4. Legal and Compliance Actions. In addition to the above:

a) The Company may report suspected unlawful activity to applicable regulatory or law enforcement authorities.
b) The Company may cooperate with investigations or enforcement proceedings.
c) The Company reserves the right to pursue civil remedies, including damages and injunctive relief, subject to applicable law and this Agreement.

14.5. Operator Acknowledgment. You acknowledge and agree that:

1) The security and reliability of the Network depend on the integrity of each participating Node.
2) Compromise of a Power Node may create risks for other participants and the Network as a whole.
3) The Company may rely on technical logs, telemetry, cryptographic attestations, and system-generated data, which may be relied upon as evidence in any dispute or enforcement proceeding.
4) Participation in the Network is conditional upon compliance with this Agreement, including this Section 14.

15. TAXES

The purchase price that you pay for Nodes is exclusive of all applicable taxes. You are responsible for determining what, if any, taxes apply to your purchase of Nodes, including, for example, sales, use, value added and other taxes, duties, and assessments now or hereafter claimed or imposed by any governmental, regulatory, or administrative authority governing your use of or interaction with the Node. It is also 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 Nodes.

16. LIMITATION OF LIABILITY

16.1. Except as expressly required by applicable law, the Company and its affiliates make no representations or warranties regarding Nodes, Power Nodes, hardware, software, Network, or associated services, including but not limited to implied warranties of merchantability, fitness for a particular purpose, title, or non-infringement. All Nodes and Power Nodes are provided on an “as is” and “as available” basis. This includes any hardware or third-party technology incorporated into the Nodes, including but not limited to Apple Technology, which is governed solely by the applicable third-party terms (see Section 13 Use of Third-Party Technology).

16.2. The Company and its affiliates, and their respective officers, employees, agents, licensors, or vendors, shall not be liable for any direct, indirect, incidental, special, consequential, punitive, or exemplary damages, including but not limited to lost profits, trading losses, business opportunities, or data, arising from or related to:

(a) the purchase, use, or inability to use Nodes or Power Nodes;
(b) failure to build, maintain, or launch the Network;
(c) defects in Nodes or Power Nodes;
(d) unauthorized access to or loss of data, credentials, or private keys;
(e) fluctuations in currency value, or market value of Nodes; or
(f) any other cause, whether based in contract, tort, strict liability, or otherwise, even if the Company has been advised of the possibility of such damages.

16.3. Notwithstanding any other provision of this Agreement, the total aggregate liability of the Company and the Company Parties under or in connection with this Agreement shall not exceed the total amount paid by you for the purchase of Nodes and/or Power Nodes.

16.4. You shall defend, indemnify, and hold harmless the Company, its affiliates, licensors, and the Company Parties (as defined in Section 14.2), from and against any and all claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to:

(a) your purchase, use, or ownership of Nodes or Power Nodes;

(b) any breach of this Agreement or violation of applicable law;

(c) any misrepresentation or failure to comply with Network usage guidelines (Section 10) or prohibited activities (Section 11); or

(d) claims by third parties relating to your use of Nodes, Power Nodes, or the Network contrary to this Agreement.

17. DISCLAIMER

17.1. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW AND EXCEPT AS OTHERWISE SPECIFIED IN A WRITING BY US, (A) NODEs ARE SOLD ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, AND WE EXPRESSLY DISCLAIM ALL IMPLIED WARRANTIES AS TO NODES, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT; (B) WE DO NOT REPRESENT OR WARRANT THAT NODES ARE RELIABLE, CURRENT OR ERROR-FREE, MEET YOUR REQUIREMENTS, OR THAT DEFECTS IN NODEs, IF SUCH ARE FOUND, WILL BE CORRECTED; (C) WE CANNOT AND DO NOT REPRESENT OR WARRANT THAT NODES OR THE DELIVERY MECHANISM FOR NODES ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS; AND (D) NO REPRESENTATION OR WARRANTY CONCERNING THE QUALITY, ACCURACY, TIMELINESS, TRUTHFULLNESS, COMPLETENESS, OR RELIABILITY OF THE ARTOWORK OR ANY INFORMATION OR CONTENT DISPLAYED IN CONNECTION WITH THE NODE WILL MEET YOUR REQUIREMENTS OR BE AVAILABLE ON AN UNINTERRUPTED, SECURE OR ERROR-FREE BASIS. WE WILL DO OUR BEST TO TAKE ALL THE POSSIBLE MEASURES TO AVOID ANY NODE ERRORS AND IMPROVE THEM IF ANY OF THEM WERE DETECTED. TO INFORM US ABOUT ERRORS, PLEASE CONTACT US BY EMAIL AT INFO@PAI3.AI.

17.2. WE WILL NOT BE RESPONSIBLE OR LIABLE TO YOU FOR ANY CLAIMS OR LOSSES THAT ARISE OUT OF OR ARE RELATED TO ANY FAILURE OR ABNORMAL BEHAVIOUR OF ANY SOFTWARE OR SYSTEMS THAT SUPPORT OR ARE OTHERWISE ASSOCIATED WITH THE NODE, INCLUDING ANY MEDIA SERVERS, CRYPTO WALLETS, SMART CONTRACTS, BLOCKCHAINS, NODE COMMUNICATIONS, THIRD PARTY MARKETPLACES, OR OTHER DISTRIBUTED LEDGER TECHNOLOGIES. FURTHER, WE ACCEPT NO RESPONSBILITY OR LIABILITY FOR ANY CLAIMS OR LOSSES THAT ARISE OUT OF OR ARE OTHERWISE RELARED TO: (I) ERRORS SUCH AS FORGOTTEN PASSWORDS, INCORRECTLY CONSTRUCTED TRANSACTIONS, OR MISTYPED ADDRESSES; (II) SERVER FAILURE OR DATA LOSS; (III) CORRUPTED CRYPTOGRAPHIC FILES, INCLUDING THOSE RELATING TO YOUR CRYPTO WALLET; (IV) THE BEHAVIOR OR OUTPUT OF ANY SOFTWARE OR HARDWARE, INCLUDING ANY FEATURES, DEVELOPMENT ERRORS, OR

OTHER ISSUES OF ANY MEDIA SERVER, BLOCKCHAIN OR CRYPTOWALLET; OR (V) THE USE OF ANY SOFTWARE, HARDWARE OR OTHER MEANS, INCLUDING ANY VIRUS, WORM, MALWARE, MALICIOUS OR OTHER HARMFUL COMPUTER CODE, THE PURPOSE OR EFFECT OF WHICH IS TO DESTROY, DISRUPT, DISABLE, DISTORT, OR OTHERWISE HARM OR IMPEDE IN ANY MANNER THE SECURITY OR INTEGRITY OF THE SOFTWARE AND SYSTEMS THAT SUPPORT OR ARE OTHERWISE ASSOCIATED WITH THE NODE, INCLUDING ANY MEDIA SERVERS, CRYPTO WALLETS, SMART. CONTRACTS, BLOCKCHAINS, NODE COMMUNICATIONS OR OTHER DISTRIBUTED LEDGER TECHNOLOGIES.

18. FORCE MAJEURE

18.1. PAI3 network operates only in the digital domain, which is subject to risks including offensive attacks. We shall not be liable for any loss, harm or damage if the same arises due to Force Majeure including commissions or omissions by third parties, forces of nature, offensive attacks on our servers or any loss caused by conditions or events beyond our reasonable control.

18.2. The above limitation of liability includes any Force Majeure event set out hereunder as acts, or events, beyond our reasonable control, including acts of god, natural calamity, strikes, terrorist action or threat, civil commotion, riot, crowd disorder, invasion, war, threat of or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, structural damage, epidemic or other natural disaster, calamity, attacks including through computer viruses, hacking, denial of service attacks, ransomware or other manmade disruptions or any law, interruption in telecommunications or Internet services or network provider services, failure of equipment and/or software, other catastrophe or any other occurrence which is beyond our reasonable control, order enactment, statutory direction, legislation, regulation, rule or ruling of government or any court of law or of a Government or regulatory authority.

18.3. Offensive attacks including virus attack, hacking, denial of service attack resulting in loss or damage of the Network. The validity and enforceability of any remaining provisions shall not be affected by any such condition.

18.4. We shall not be liable for any harm, loss or damage caused to you due to a breach of confidential information, including when such breach has occurred due to you sharing the details with third parties or your failure to follow due diligence.

19. INDEMNITY

19.1. You shall indemnify the Company, its representatives, Affiliates and their respective directors, officers, shareholders, representatives and assigns (the “Indemnified Parties”) and hold harmless the Indemnified Parties against and in respect of any and all claims, losses, damages, expenses, costs or other liabilities (including attorney’s fees) incurred or suffered by the Indemnified Parties in any manner from or due to any failure or default by the User, to duly perform its obligations under this Agreement and the terms contained herein or due to any material breach by you of the User Guidelines or due to any misrepresentation under this Agreement or in compliance of its terms.

19.2. These provisions shall survive the expiration or termination of this Agreement.

20. INTELLECTUAL PROPERTY RIGHTS

20.1. We retain all rights, titles and interests in all our intellectual property, including inventions, discoveries, processes, marks, methods, compositions, formulae, techniques, information and data, whether patentable, copyrightable or protectable in trademark, and any trademarks, copyrights or patents based thereon. You may not use any of our intellectual property for any reason, except with our express, prior, written consent.

20.2. You shall use the Network and the Nodes strictly in accordance with the provisions of this Agreement and the respective Whitepaper. You may not use the Nodes in any manner that could damage, disable, overburden, or impair the Network or interfere with any other party's use and enjoyment of the Network. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Network and/or Nodes and/or other services provided thereto.

20.3. All content included on the website, including the Network and Nodes, and associated products and services, such as, but not limited to, text, graphics, logos, images, source code, as well as the compilation thereof, and any software used on the website is the property of the Company and protected by copyright, trademark and other laws that protect intellectual property and proprietary rights. You agree to observe and abide by all copyright and other proprietary notices, legends or other restrictions contained in any such content and will not make any changes thereto.

20.4. Our website, its suppliers and licensors expressly reserve all intellectual property rights in all text, programs, products, processes, technology, content and other materials, which appear on this website. Access to this website does not confer and shall not be considered as conferring upon anyone any license under any of PAI3 Network or any third party's intellectual property rights. All rights, including copyright, in this website are owned by or licensed to us or third-party suppliers. Any use of this website or its contents, including copying or storing it or them in whole or part, other than for your own personal, non-commercial use is prohibited without the permission of from us. You cannot modify, distribute or re-post anything on this website for any purpose.

20.5. The names and logos and all related products and services and our slogans are the trademarks or service marks of PAI3 Network. All other marks are the property of their respective companies. No trademark or service mark license is granted in connection with the materials contained on this Website. Access to this Website does not authorize anyone to use any name, logo or mark in any manner.

20.6. All materials, including images, text, illustrations, designs, icons, photographs, programs, music clips or downloads, video clips and written and other materials that are part of this Website (collectively, the "Contents") are intended solely for personal, non-commercial use. You may download or copy the Contents and other downloadable materials displayed on the Website for your personal use only. No right, title or interest in any downloaded materials or software is transferred to you because of any such downloading or copying. You may not reproduce (except as noted above), publish, transmit, distribute, display, modify, create derivative works from, sell or participate in any sale of or exploit in any way, in whole or in part, any of the Contents, the Website or any related software. All software used on this Site is the property of our company or its suppliers and protected by laws of the British Virgin Islands or other applicable jurisdiction. The Contents and software on this Website may be used only as a shopping resource. Any other use, including the reproduction, modification, distribution, transmission, republication, display, or performance, of the Contents on this Website is strictly prohibited. Unless otherwise noted, all Contents are copyrights, trademarks and/or other intellectual property owned, controlled or licensed by our company, one of its affiliates or by third parties who have licensed their materials to us and are protected by laws of British Virgin Islands or other applicable jurisdiction. The

compilation (meaning the collection, arrangement, and assembly) of all Contents on this Website is the exclusive property of our company and is also protected by laws of British Virgin Islands.

20.7. If you learn of any unlawful material or activity on our Network, or any material or activity that breaches this notice, please inform us. We respect the intellectual property rights of others and expect users of the Services to do the same. We will respond to notices of alleged copyright infringement that comply with applicable law and are promptly and properly provided to us.

20.8. If you have a reason to believe that Your Content has been copied in a way that constitutes copyright infringement, please provide us with the following information:

1) a physical or electronic signature of the copyright owner or a person authorized to act on their behalf;

2) identification of the copyrighted work claimed to have been infringed;

3) identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material;

4) Your contact information, including your address, telephone number and email address;

5) a statement by you that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and a statement that the information in the notification is accurate, and that You are authorized to act on behalf of the copyright owner.

20.9. We have the right to remove the Content alleged to be infringing without prior notice, at our sole discretion, and without liability to you.

20.10. Notices regarding PAI3 Network should be sent to: info@PAI3.ai (email address of our copyright agent to whom copyright infringement complaints can be filed).

21. TERMINATION

21.1. We may, at any time and without notice, suspend, cancel, or limit your right to use the PAI3 network to the extent technically possible in the decentralized, permissionless environment of the PAI3 network:

- if we determine that you have breached or are acting in breach of any Section of this Agreement.
- if we determine that you have breached legal liabilities (actual or potential), including infringing someone else's Intellectual Property Rights.
- if we determine that you have engaged, or are engaging, in fraudulent, or illegal activities; to manage any risk of loss to us, a User, or any other person.
- for other similar reasons.

21.2. In case of the Breach of this Agreement, we have the right to restrict your access to the PAI3 Network and we may hold you liable for an amount of which we have suffered losses/damages.

22. GOVERNING LAW, JURISDICTION AND DISPUTE RESOLUTION

This Agreement shall be construed in accordance with the laws of the British Virgin Islands.

23. DISPUTE RESOLUTION, BINDING ARBITRATION

23.1. Binding Arbitration. Except for any disputes, claims, suits, actions, causes of action, demands or proceedings (collectively, "Disputes") in which either Party 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 this Agreement resolved in a court, and (ii) waive your and Company's respective rights to a jury trial.

23.2. 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).

23.3. No Class Arbitrations, Class Actions or Representative Actions. Any Dispute arising out of or related to 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 attempt 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.

23.4. Notice; Informal Dispute Resolution. Each Party will notify the other Party in writing of any Dispute within thirty (30) days of the date it arises, so that the Parties PAI3 Nodes attempt in good faith to resolve the Dispute informally. Notice to Company shall be sent by e-mail to Company at info@pai3.ai. Notice to you shall be sent by email-to-email address provided by you. Your notice must include (1) your name, postal address, email address and telephone number, (2) a description in reasonable detail of the nature or basis of the Dispute, and (3) 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 Section, commence an arbitration proceeding.

23.5. Arbitration will be conducted confidentially by a single arbitrator in accordance with Arbitration Act of the British Virgin Islands.

23.6. The language of the Arbitration court shall be English.

24. NO WAIVER IMPLIED

24.1. The failure of us to enforce at any time any of the provisions of this Agreement, or the failure to require at any time performance by you of any of the provisions of this Agreement, shall in no way be construed to be a present or future waiver of such provisions, nor in any way affect our right to enforce each such provision thereafter. The express waiver by us of any provision, condition or requirement of these provisions shall not constitute a waiver of any future obligation to comply with such provision, condition or requirement.

25. SEVERABILITY

25.1. Each Clause of this Agreement shall be deemed to be severable. If any Clause or portion thereof is found to be invalid or unenforceable, such invalidity or unenforceability shall in no way effect the validity or enforceability of any other Clause of this Agreement.

26. ASSIGNMENT

26.1. You will not assign any rights or delegate any obligations under this Agreement, in whole or in part, by operation of law or otherwise, without obtaining our prior written consent, which may be withheld at our sole discretion.

26.2. We may assign our rights and delegate any of our obligations under this Agreement, in whole or in part, without your consent. Any assignment or delegation in violation of the foregoing will be null and void. This Agreement will be binding and inure to the benefit of each party's permitted successors and assigns.

27. NOTICES

27.1. Any notices must be given by email to us at the mentioned address: info@pai3.ai.

27.2. The company will send you any notice at your provided email address (either during the registration process or when your email address changes). Notice shall be deemed given 24 hours after email is sent, unless the sending party is notified that the email address is invalid. Alternatively, we may give you notice by certified mail, postage prepaid and return receipt requested, to the address provided to us. In such case, notice shall be deemed given three days after the date of mailing.

28. DIGITAL SIGNATURE

28.1. By using PAI3 network, you are deemed to have executed this Agreement electronically, effective on the date you connect your Wallet with us and start using PAI3 network. Your Wallet integration constitutes an acknowledgement that you can electronically receive, download, and print this Agreement.

29. ENTIRE AGREEMENT

29.1. All Terms of this Agreement collectively represent the entire agreement and understanding between you and us supersede any other agreement or understanding (written, oral or implied) that you and we had. Any statement, inducement, promise, covenant or condition not expressly found in this Agreement shall be deemed as void.

30. CONTACT US

30.1. Please direct all feedback, questions, concerns and notices to us at info@pai3.ai.

EXHIBIT A - RISK FACTORS ASSOCIATED WITH PAI3 NODES

Important Note: As noted elsewhere in the Node Sale Agreement, the Nodes are not structured or sold as securities or any other form of investment product. Accordingly, none of the information presented in this **Exhibit A** is intended to form the basis for any investment decision, and no specific recommendations are intended. The company expressly disclaims all responsibility for any direct or consequential loss or damage of any kind whatsoever arising directly or indirectly from: (1) reliance on any information contained in this **Exhibit A**, (2) any error, omission or inaccuracy in any such information or (3) any action resulting from such information.

By purchasing, holding and using Nodes, you expressly acknowledge and assume the following risks:

1. Risk of Losing Access to Nodes Due to Loss of Private Key(s), Custodial Error or Purchaser Error

A private key, or a combination of private keys, is necessary to control and dispose of Nodes stored in your Wallet. Accordingly, loss of requisite private key(s) associated with your Integrated Wallet storing Nodes will result in loss of such Nodes. Moreover, any third party that gains access to such private key(s), including by gaining access to integrated Wallet, may be able to misappropriate your Nodes. Any errors or malfunctions caused by or otherwise related to Wallet you choose to receive and store tokens, including your own failure to properly maintain or use such Wallet, may also result in the loss of your Nodes. Additionally, your failure to follow precisely the procedures for buying Nodes and receiving tokens, including, for instance, if you provide the wrong address for receiving Nodes, may result in the loss of your Nodes.

2. Risks Associated with Blockchain

Because Nodes and the Network are based on a Blockchain protocol, any malfunction, breakdown or abandonment of the protocol may have a material adverse effect on the Network or Nodes. Moreover, advances in cryptography, or technical advances such as the development of quantum computing, could present risks to Nodes and the Network, including the utility of Nodes for obtaining Services, by rendering ineffective the cryptographic consensus mechanism that underpins the Blockchain protocol.

3. Risk of Mining Attacks

As with decentralized cryptographic tokens, Nodes are susceptible to attacks by miners while validating token transfers on the Blockchain, including, but not limited, to double-spend attacks, majority mining power attacks, and selfish-mining attacks. Any successful attacks present a risk to the Network, Nodes and tokens, including, but not limited to, accurate execution and recording of transfers involving Nodes.

4. Risk of Hacking and Security Weaknesses

Hackers or other malicious groups or organizations may attempt to interfere with the Network or Nodes in a variety of ways, including, but not limited to, malware attacks, denial of service attacks, consensus-based attacks, Sybil attacks, smurfing and spoofing. Furthermore, because the Network is based in part on open-source software, there is a risk that a third party or a member of the Company team may intentionally or unintentionally introduce weaknesses into the core infrastructure of the Network, which could negatively affect the Network, Nodes, Node Token, Network Token and the PAI3 Network.

5. Risks Associated with Markets for Nodes

Nodes are intended to be used solely on the Network, and the Company will not support or otherwise facilitate any secondary trading or external valuation of Nodes. This restricts the contemplated avenues for selling and buying Nodes to access or use the Network and could create illiquidity risk with respect to Nodes you hold. Even if secondary trading of Nodes is facilitated by third party exchanges, such exchanges may be relatively new and subject to little or no regulatory oversight, making them more susceptible to market-related risks. Furthermore, to the extent that third parties do ascribe an external exchange value to Nodes (e.g., as denominated in a digital or fiat currency), such value may be extremely volatile and diminish to zero.

6. Risk of Uninsured Losses

Unlike bank accounts or accounts at some other financial institutions, Nodes are uninsured unless you specifically obtain private insurance to insure them. Thus, in the event of loss or loss of utility value, there is no public insurer or private insurance arranged by us to offer recourse to you.

7. Risks Associated with Uncertain Regulations and Enforcement Actions

The regulatory status of Nodes, Node Token and distributed ledger technology overall is unclear or unsettled in many jurisdictions. It is difficult to predict how or whether regulatory agencies may apply existing regulation with respect to such technology and its applications. It is likewise difficult to predict how or whether legislatures or regulatory agencies may implement changes to law and regulation affecting technology and its applications, including the Network. Regulatory actions could negatively impact the Network in various ways. The Company may cease operations in a jurisdiction if regulatory actions, or changes to law or regulation, make it illegal to operate in such jurisdiction, or commercially undesirable to obtain the necessary regulatory approval(s) to operate in such jurisdiction.

8. Risks Arising from Taxation

The tax characterization of Nodes is uncertain. You must seek your own tax advice in connection with purchasing Nodes and receiving Node Tokens, which may result in adverse tax consequences to you, including withholding taxes, income taxes and tax reporting requirements.

9. Risk of Alternative Platforms

It is possible that alternative platforms could be established that utilize the same open-source code and protocol underlying the Network. The Network may compete with these alternative Networks, which could negatively impact the Network, Nodes, including Nodes utility for obtaining Services.

10. Risk of Weaknesses or Exploitable Breakthroughs in the Field of Cryptography

Advances in cryptography, or technical advances such as the development of quantum computers, could present risks to crypto currencies and Nodes, which could result in theft or loss of Nodes.

11. Risk of Insufficient Interest in the Network or Distributed Applications

It is possible that the Network will not be used by many individuals, companies and other entities or that there will be limited public interest in the creation and development of Networks. Such a lack of use or interest could negatively impact the development of the Network and the potential utility of Nodes.

12. Risks Associated with the Development and Maintenance of the Network

The Network is still under development and may undergo significant changes over time. Although we intend for Nodes and the Network to follow the specifications set forth in Whitepaper, and will take reasonable steps toward those ends, we may have to make changes to the specifications of Nodes or the Network for any number of legitimate reasons. This could create the risk that Nodes or the Network, as further developed and maintained, may not meet your expectations at the time of purchasing Nodes. Furthermore, despite our good faith efforts to develop and maintain the Network, it is still possible that the Network will experience malfunctions or otherwise fail to be adequately developed or maintained, which may negatively impact the Network and the potential utility of Nodes.

13. Risk of an Unfavorable Fluctuation of Currency Value

The Company team intends to use the proceeds from selling Nodes to fund the maintenance and development of the Network. The proceeds of the sale of Nodes will be denominated in BNB Coin or other coins based on the BNB chain, may, at our discretion, be converted into other cryptographic and fiat currencies. If the value currencies fluctuate unfavorably during or after the Node Sale, the Company team may not be able to fund development or may not be able to develop or maintain the Network in the manner that it intended.

14. Risk of Dissolution of the Company

It is possible that, due to any number of reasons, including, but not limited to, an unfavorable fluctuation in the value of cryptographic currencies, decrease in Nodes' utility, the failure of commercial relationships, or intellectual property ownership challenges, the Network may no longer be viable to operate, and the Company may dissolve.

15. Risks Arising from Lack of Governance Rights

Because Nodes confer no governance rights of any kind with respect to the Company, all decisions involving the Company will be made by the Company at its sole discretion, including, but not limited to, decisions to sell or liquidate the Company. These decisions could adversely affect the Network and the utility of Nodes that you hold.

16. Unanticipated Risks

In addition to the risks included in this Exhibit, there are other risks associated with your purchase, holding and use of Nodes, including those that the Company cannot anticipate. Such risks may further materialize as unanticipated variations or combinations of the risks discussed in this Exhibit.

EXHIBIT B – PROHIBITED COUNTRIES AND JURISDICTIONS

The following countries and regions are excluded from the Node Sale. Any residents, citizens and organizations based or affiliated with these excluded countries and regions are prohibited from purchasing PAI3 Nodes.

1. Canada
2. Crimea, Donetsk and Luhansk Regions of Ukraine
3. Democratic People's Republic of Korea (North Korea)
4. European Union (EU)
5. Islamic Republic of Iran
6. Republic of Belarus
7. Russian Federation
8. United Kingdom (England)

The purchase of Nodes under this agreement is not available to individuals or entities in the restricted countries and jurisdictions listed above. However, if a person or entity in the restricted countries and jurisdictions listed above, inadvertently acquires a Node, the Company reserves the right to take necessary compliance measures, including but not limited to disclosures, regulatory reporting, or restrictions on the use, transfer, or access to Node-related benefits. The Company shall not be liable for any legal consequences arising from such unauthorized acquisition, and the responsibility to comply with applicable laws shall rest solely with the acquiring party.

The company reserves the right to change this list at any time for any reason and without any notice.