

GIZA TOKEN ACQUISITION AGREEMENT

This GIZA Token acquire Agreement (this “Agreement”) contains the terms and conditions that govern your use of the GIZA distribution smart contract (the “GIZA Smart Contract”); use and acquire of the related ERC-20 compatible GIZA tokens distributed on the Ethereum blockchain (the “GIZA Token ”); and is an agreement between you or the entity that you represent (“Contributor” or “you”) and Giza Device Ltd (“Giza Device Ltd,” together with its parent company, subsidiaries and affiliates, “Company”). Contributor, Giza Device Ltd are herein referred to individually as a “Party” and collectively, as the “Parties”. NOW, THEREFORE, in consideration of the mutual representations, warranties and agreements contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Company and Contributor hereby agree as follows:

IMPORTANT INFORMATION: PLEASE READ THIS AGREEMENT CAREFULLY AND IN ITS ENTIRETY.

Contributor acknowledges, understands and agrees to the following:

- **BINDING AGREEMENT:**

Contributor understands and agrees that Contributor is subject to and bound by this Agreement by virtue of Contributor’s acquire of GIZA Tokens. This Agreement does not apply to arrangements to the use of GIZA tokens. All legally binding relationship between Contributor and Company arising in connection with the use of GIZA tokens will be subject to the separate document.

- **NO U.S. OR CHINESE CONTRIBUTORS:**

GIZA Tokens are not being offered or distributed to U.S. persons (as defined below) or Chinese persons (as defined below). If you are citizen, resident of, or a person located or domiciled in, the United States of America including its states, territories or the District of Columbia or any entity, including, 2 without limitation, any corporation or partnership created or organized in or under the laws of the United States of America, any state or territory thereof or the District of Columbia (a “U.S. person”), or if you are citizen, resident of, or a person located or domiciled in, or any entity, including, without limitation, any corporation or partnership created or organized in or under the laws of the People’s Republic of China, do not acquire or attempt to acquire GIZA Tokens (a “Chinese person”).

- **GIZA TOKENS HAVE NO REAL VALUE, PURPOSE, ATTRIBUTES, FUNCTIONALITIES OR FEATURES.**

The GIZA Tokens do not have any real value. Company does not guarantee and is not representing in any way to Contributor that the GIZA Tokens have any real value, purpose, attributes, functionalities or features.

- **ACQUISITION OF GIZA TOKENS ARE NON-REFUNDABLE AND CONTRIBUTIONS CANNOT BE CANCELLED. CONTRIBUTOR MAY LOSE ALL AMOUNTS CONTRIBUTED.**

- **GIZA TOKENS MAY HAVE NO VALUE.**

- **COMPANY RESERVES THE RIGHT TO REFUSE OR CANCEL GIZA TOKEN acquire REQUESTS AT ANY TIME IN ITS SOLE DISCRETION.**

- PLEASE READ THE RISKS SET FORTH IN SECTION 7 CAREFULLY AND IN THEIR ENTIRETY.
- THIS AGREEMENT INCLUDES PRE-DISPUTE RESOLUTION IN SECTION 9.1 AND REQUIRES ARBITRATION IN SECTION 9.2.

1. ACCEPTANCE OF AGREEMENT AND ACQUISITION OF GIZA TOKENS

1.1 This Agreement shall be effective and binding on the Parties when Contributor:
(a) clicks the check box on the official <https://gezadevice.com/> website (the “Website”) to indicate that Contributor has read, understands and agrees to the terms of this Agreement; or, if earlier (b) upon Company’s receipt of from Contributor. Contributor agrees to be bound on this basis, and confirms that Contributor has read in full and understands this Agreement and the terms on which Contributor is bound.

1.2 Company has prepared the White Paper, which is available at https://www.gizadevice.com/files/pdf/GIZA_White_Paper.pdf, describing matters relating to the GIZA device, GIZA token and Giza Device Ltd. The White Paper, as it may be amended from time to time, is hereby incorporated by reference. Contributor has read and understands the White Paper and its contents.

1.3 GIZA Tokens.

- (a) No Value. As mentioned above, the GIZA Tokens do not have express or implied. Although GIZA Tokens may be tradeable, they are not an investment, currency, security, commodity, a swap on a currency, security or commodity or any other kind of financial instrument.
- (b) Company’s Use of Proceeds. Contributor acknowledges and understands that the proceeds from the sale of the GIZA Tokens will be utilized by Company in its sole discretion.
- (c) Purpose. Each GIZA token represents a Giza Software License and may be used as described in Whitepaper.

2. GIZA TOKEN DISTRIBUTION

2.1. Allocation and Distribution of GIZA Tokens. Giza Device Ltd intends to allocate and distribute GIZA Tokens (the “GIZA Token Distribution”) in accordance with the material specifications as set forth in Exhibit A to this Agreement which includes details regarding the timing (the “GIZA Distribution Period”) and pricing of the GIZA Token Distribution and the amount of GIZA Tokens that will be distributed. During the GIZA Distribution Period, Giza Device Ltd will provide specific procedures on how Contributor should acquire GIZA Tokens through the official Website. By purchasing GIZA Tokens, Contributor acknowledges and understands and has no objection to such procedures and material specifications. Failure to use the official Website and follow such procedures may result in Contributor not receiving any GIZA Tokens. Any Contributor of GIZA Tokens may lose some or all of the amounts contributed in exchange for GIZA Tokens, regardless of the acquire date. The access or use of the GIZA Smart Contract, access or use of the GIZA Token and/or the receipt or acquire of GIZA through any other means other than the official Website are not sanctioned or agreed to in any way by the Giza Device Ltd Parties. Contributor should take great care that the website used to acquire GIZA Tokens has the following universal resource locator (URL): <https://gizadevice.com/>.

2.2. No U.S. or Chinese Contributors. The GIZA Tokens are not being offered to U.S. persons or Chinese persons. U.S. persons and Chinese persons are strictly prohibited and

restricted from using the GIZA Smart Contract, using the GIZA Token and/or purchasing GIZA Tokens and Company is not soliciting acquires by U.S. persons or Chinese persons in any way. If a U.S. person or a Chinese person uses the GIZA Smart Contract, uses the GIZA Token and/or acquires GIZA Tokens, such person has done so and entered into this Agreement on an unlawful, unauthorized and fraudulent basis and this Agreement is null and void. Company is not bound by this Agreement if this Agreement has been entered into by a U.S. person or a Chinese person as Contributor or Contributor has entered into this Agreement or has acquired GIZA Tokens on behalf of a U.S. person or a Chinese person, and Company may take all necessary and appropriate actions, in its sole discretion, to invalidate this Agreement, including referral of information to the appropriate authorities. Any U.S. person or Chinese person who uses the GIZA Smart Contract, uses the GIZA Tokens and/or acquires GIZA Tokens or enters this Agreement on an unlawful, unauthorized or fraudulent basis shall be solely liable for, and shall indemnify, defend and hold harmless Giza Device Ltd and Giza Device Ltd's 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 (collectively, the "Giza Device Ltd Parties") from any damages, losses, liabilities, costs or expenses of any kind, whether direct or indirect, consequential, compensatory, incidental, actual, exemplary, punitive or special and including, without limitation, any loss of business, revenues, profits, data, use, goodwill or other intangible losses (collectively, the "Damages") incurred by a Giza Device Ltd Party that arises from or is a result of such U.S. person's or Chinese person's unlawful, unauthorized or fraudulent use of the GIZA Smart Contract, unauthorized use of the GIZA Tokens and/or the receipt or acquire of GIZA Tokens.

2.3. Allocation and Sale of GIZA Tokens to Giza Device Ltd Parties. Contributor understands and consents to the participation of the Company's past, present and future employees, officers, directors, contractors, consultants, equity holders, suppliers, vendors and service providers in the acquire of GIZA Tokens, including people who may work on the development and implementation of the GIZA DEVICE Software or who may work for Giza Device Ltd's future businesses which Giza Device Ltd may establish with a portion of the proceeds from the GIZA Token Distribution. All such Giza Device Ltd Parties will participate on the same terms as every other Contributor of GIZA Tokens and will be bound by this Agreement.

2.4. No Representations and Warranties. The GIZA Tokens will be distributed to Contributors thereof pursuant to the GIZA Smart Contract. None of the Giza Device Ltd Parties makes any representations or warranties, express or implied, including, without limitation, any warranties of title or implied warranties of merchantability or fitness for a particular purpose with respect to the GIZA Smart Contract, the GIZA Tokens or their utility, or the ability of anyone to acquire or use the GIZA Tokens. Without limiting the foregoing, none of the Giza Device Ltd Parties represent or warrant that the process of purchasing the GIZA Tokens or receiving the GIZA Tokens will be uninterrupted or error-free or that the GIZA Tokens are reliable and error-free. As a result, Contributor acknowledges and understands that Contributor may never receive GIZA Tokens and may lose the entire amount Contributor contributed to Company. Contributor shall provide an accurate digital wallet address to Company for receipt of any GIZA Tokens distributed to Contributor pursuant to the GIZA Smart Contract.

2.5. Not an Offering of Securities, Commodities or Swaps. The sale of GIZA Tokens and the GIZA Tokens themselves are not securities, commodities, swaps on either securities or commodities or a financial instrument of any kind. acquires and sales of GIZA Tokens are not subject to the protections of any laws governing those types of financial instruments. This

Agreement and all other documents referred to in this Agreement including the White Paper do not constitute a prospectus or offering document, and are not an offer to sell, nor the solicitation of an offer to buy an investment, a security, commodity or a swap on either a security or commodity.

2.6. Not an Investment. Contributor should not participate in the GIZA Token Distribution or acquire GIZA Tokens for investment purposes. GIZA Tokens are not designed for investment purposes and should not be considered as a type of investment. Within forty eight (48) hours from the end of the GIZA Distribution Period all GIZA Tokens will no longer be transferable and the GIZA Token Contract will prevent all further transfers and public key mappings. At this point, the distribution of GIZA Tokens will be complete. Contributor acknowledges, understands and agrees that Contributor should not expect and there is no guarantee or representation or warranty by Company that: (a) the GIZA DEVICE Software will ever be adopted; (b) the GIZA DEVICE Software will be adopted as developed by Giza Device Ltd and not in a different or modified form; (c) a blockchain will ever be launched with or without changes to the GIZA DEVICE Software. Furthermore, holding GIZA Tokens is not a guarantee, representation or warranty that the holder will be able to use the GIZA Token, or receive any tokens utilized on the GIZA DEVICE Platform, even if the GIZA DEVICE Platform is launched and the GIZA DEVICE Software is adopted, of which there is no guarantee, representation or warranty made by Company.

2.7. Not for Speculation. Contributor acknowledges and agrees that Contributor is not purchasing GIZA Tokens for purposes of investment, speculation, as some type of arbitrage strategy, for immediate resale or other financial purposes.

3. NO OTHER RIGHTS CREATED

3.1. No Claim, Loan or Ownership Interest. The acquire of GIZA Tokens: (a) does not provide Contributor with rights of any form with respect to the Company or its revenues or assets, including, but not limited to, any voting, distribution, redemption, liquidation, proprietary (including all forms of intellectual property), or other financial or legal rights; (b) is not a loan to Company; and (c) does not provide Contributor with any ownership or other interest in Company.

3.2. Intellectual Property. Company retains all right, title and interest in all of Company's intellectual property, including, without limitation, inventions, ideas, concepts, code, discoveries, processes, marks, methods, software, compositions, formulae, techniques, information and data, whether or not patentable, copyrightable or protectable in trademark, and any trademarks, copyright or patents based thereon. Contributor may not use any of Company's intellectual property for any reason without Company's prior written consent.

4. SECURITY AND DATA; TAXES

4.1. Security and Data Privacy.

4.1.1. Contributor's Security. Contributor will implement reasonable and appropriate measures designed to secure access to: (a) any device associated with Contributor and utilized in connection with Contributor's acquire of GIZA Tokens; (b) private keys to Contributor's wallet or account; and (c) any other username, passwords or other login or identifying credentials. In the event that Contributor is no longer in possession of Contributor's private keys or any device associated with Contributor's account or is not able to provide Contributor's login or identifying

credentials, Contributor may lose all of Contributor's GIZA Tokens and/or access to Contributor's account. Company is under no obligation to recover any GIZA Tokens and Contributor acknowledges, understands and agrees that all acquires of GIZA Tokens are non-refundable and Contributor will not receive money or other compensation for any GIZA Tokens acquired.

4.1.2. Additional Information. Upon Company's request, Contributor will immediately provide to Company information and documents that Company, in its sole discretion, deems necessary or appropriate to comply with any laws, regulations, rules or agreements, including without limitation judicial process. Such documents include, but are not limited to, passport, driver's license, utility bills, photographs of associated individuals, government identification cards, or sworn statements. Contributor consents to Company disclosing such information and documents in order to comply with applicable laws, regulations, rules or agreements. Contributor acknowledges that Company may refuse to distribute GIZA Tokens to Contributor until such requested information is provided.

4.2. Taxes. Contributor acknowledges, understands and agrees that: (a) the acquire and receipt of GIZA Tokens may have tax consequences for Contributor; (b) Contributor is solely responsible for Contributor's compliance with Contributor's tax obligations; and (c) Company bears no liability or responsibility with respect to any tax consequences to Contributor.

5. REPRESENTATIONS AND WARRANTIES OF CONTRIBUTOR

By buying GIZA Tokens, Contributor represents and warrants to each of the Giza Device Ltd Parties that:

5.1. Not a U.S. Person or Chinese Person: Contributor is not a U.S. person or a Chinese person.

5.2. Authority. Contributor has all requisite power and authority to execute and deliver this Agreement, to use the GIZA Smart Contract, acquire GIZA Tokens, and to carry out and perform its obligations under this Agreement. a. If an individual, Contributor is at least 18 years old and of sufficient legal age and capacity to acquire GIZA Tokens. b. If a legal person, Contributor is duly organized, validly existing and in good standing under the laws of its domiciliary jurisdiction and each jurisdiction where it conducts business.

5.3. No Conflict. The execution, delivery and performance of this Agreement will not result in any violation of, be in conflict with, or constitute a material default under, with or without the passage of time or the giving of notice: (a) any provision of Contributor's organizational documents, if applicable; (b) any provision of any judgment, decree or order to which Contributor is a party, by which it is bound, or to which any of its material assets are subject; (c) any material agreement, obligation, duty or commitment to which Contributor is a party or by which it is bound; or (d) any laws, regulations or rules applicable to Contributor.

5.4. No Consents or Approvals. The execution and delivery of, and performance under, this Agreement require no approval or other action from any governmental authority or person other than Contributor.

5.5. Contributor Status. Contributor is not subject to any of the disqualifying events listed in Rule 506(d) (1) of Regulation D under the Securities Act of 1933 (a "Contributor Event"),

and 7 there is no proceeding or investigation pending or, to the knowledge of Contributor, threatened by any governmental authority, that would reasonably be expected to become the basis for a Contributor Event.

5.6. Contributor Knowledge and Risks of Project. Contributor has sufficient knowledge and experience in business and financial matters, including a sufficient understanding of blockchain or cryptographic tokens and other digital assets, smart contracts, storage mechanisms (such as digital or token wallets), blockchain-based software systems and blockchain technology, to be able to evaluate the risks and merits of Contributor's acquire of GIZA Tokens, including but not limited, to the matters set forth in this Agreement, and is able to bear the risks thereof, including loss of all amounts contributed, loss of GIZA Tokens, and liability to the Giza Device Ltd Parties and others for its acts and omissions, including with limitation those constituting breach of this Agreement, negligence, fraud or willful misconduct. Contributor has obtained sufficient information in order to make an informed decision to acquire GIZA Tokens.

5.7. Contributions; Transactions.

5.7.1. Contributions. The contributions, including any virtual currency or cryptocurrency, Contributor uses to acquire GIZA Tokens are not derived from or related to any unlawful activities, including but not limited to money laundering or terrorist financing, and Contributor will not use the GIZA Tokens to finance, engage in, or otherwise support any unlawful activities.

5.7.2. Transactions. All transactions by Contributor under this Agreement will be made only in Contributor's name, from a digital wallet or bank account not located in a country or territory that has been designated as a "non-cooperative country or territory" by the Financial Action Task Force, and is not a "foreign shell bank" within the meaning of the U.S. Bank Secrecy Act (31 U.S.C. § 5311 et seq.), as amended, and the regulations promulgated there under by the Financial Crimes Enforcement Network, as such regulations may be amended from time to time.

5.8. Miscellaneous Regulatory Compliance.

5.8.1. Anti-Money Laundering; Counter-Terrorism Financing. To the extent required by applicable law, Contributor complies with all anti-money laundering and counterterrorism financing requirements.

5.8.2. Sanctions Compliance. Neither Contributor, nor any person having a direct or indirect beneficial interest in Contributor or GIZA Tokens being acquired by Contributor, or any person for whom Contributor is acting as agent or nominee in connection with GIZA Tokens, is the subject of sanctions administered or enforced by any country or government (collectively, "Sanctions") or is organized or resident in a country or territory that is the subject of country-wide or territory-wide Sanctions.

6. TERMINATION

This Agreement can be terminated by the Company at any time, effective on the date on which a written notice to such effect is delivered to the Contributor.

7. SEVERABILITY

The provisions of this Agreement shall be deemed severable and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of the other provisions hereof. If any provision of this Agreement, or the application thereof to any Party or any circumstance, is found to be invalid or unenforceable in any jurisdiction,

i. a suitable and equitable provision shall be substituted therefor in order to carry out, so far as may be valid and enforceable, the intent and purpose of such invalid or unenforceable provision and

ii. the remainder of this Agreement and the application of such provision to other Persons or circumstances shall not be affected by such invalidity or unenforceability, nor shall such invalidity or unenforceability affect the validity or enforceability of such provision, or the application thereof, in any other jurisdiction.

8. ENTIRE AGREEMENT

This document, together with its attached exhibits, constitutes the final, complete, and exclusive embodiment of the entire agreement and understanding between the parties related to the subject matter hereof and supersedes and preempts any prior or contemporaneous understandings, agreements, or representations by or between the parties, written or oral.

9. COUNTERPARTS

This Agreement may be executed on separate counterparts, any one of which need not contain signatures of more than one party, but all of which taken together will constitute one and the same agreement.

10. SURVIVORSHIP

The provisions of this Agreement necessary to carry out the intention of the parties as expressed herein shall survive the termination or expiration of the Term.

11. CAPTIONS

The captions of this Agreement are for convenience and reference only and in no way define, describe, extend or limit the scope or intent of this Agreement or the intent of any provision hereof.

12. CONSTRUCTION

The parties acknowledge that this Agreement is the result of arm's-length negotiations between sophisticated parties, each afforded representation by legal counsel. Each and every provision of this Agreement shall be construed as though both parties participated equally in the drafting of the same, and any rule of construction that a document shall be construed against the drafting party shall not be applicable to this Agreement.

13. ADVICE OF COUNSEL

EACH PARTY ACKNOWLEDGES THAT, IN EXECUTING THIS AGREEMENTT, SUCH PARTY HAS HAD THE OPPORTUNITTY TO SEEK THE ADVICE OF INDEPENDENTT LEGAL COUNSEL, AND HAS READ AND UNDERSTTOOD ALL OF THE TERMS. AND

PROVISIONS OF THIS AGREEMENT. THIS AGREEMENTT SHALL NOT BE CONSTRUED AGAINST ANY PARTY BY REASON OF THE FRAFTING OR PREPARATION HEREOF.

8. DISCLAIMERS

8.1. Contributor expressly acknowledges, understands and agrees that Contributor is using the GIZA Smart Contract, the GIZA Token Contract and purchasing GIZA Tokens at the Contributor's sole risk and that the GIZA Smart Contract, the GIZA Token Contract and GIZA Tokens are each provided, used and acquired on an "AS IS" and on an "AS AVAILABLE" basis without representations, warranties, promises or guarantees whatsoever of any kind by Company and Contributor shall rely on its own examination and investigation thereof.

8.2. No Representation or Warranty.

8.2.2 COMPANY DOES NOT MAKE AND EXPRESSLY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS, IMPLIED OR STATUTORY; AND

8.2.3. WITH RESPECT TO THE GIZA SMART CONTRACT AND THE GIZA TOKENS, COMPANY SPECIFICALLY DOES NOT REPRESENT AND WARRANT AND EXPRESSLY DISCLAIMS ANY REPRESENTATION OR WARRANTY, EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION, ANY REPRESENTATIONS OR WARRANTIES OF TITLE, NONINFRINGEMENT, MERCHANTABILITY, USAGE, SUITABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, OR AS TO THE WORKMANSHIP OR TECHNICAL CODING THEREOF, OR THE ABSENCE OF ANY DEFECTS THEREIN, WHETHER LATENT OR PATENT.

EXHIBIT A GIZA TOKEN ALLOCATION

We foresee the following allocation of GIZA tokens:

Bounty = 1 087 500 (3.75%)

Team = 1 500 000 (5.17%)

Founder = 1 800 000 (6.21%)

Sale = 24 612 500 (84.87%)

Total = 29 000 000 (100%)

The preliminary distribution of contributions is as follows:

1. 5% reimbursement of borrowed contributions used to launch GIZA token
1. 3% legal costs and other bureaucratic expenses
2. 10% hardware development
3. 12% software development
4. 7% browser extensions development
5. 9% mobile app development
6. 25% marketing campaign
7. 29% launch of mass production

The information in this document
is subject to change without notice. It is provided for reference only
and should not be construed as a commitment by Giza Device Ltd

Giza Device Ltd
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