

# LIMITLESS OTC PLATFORM MASTER AGREEMENT AND DIGITAL RIGHTS PURCHASE TERMS

## PART 1: GOVERNING FRAMEWORK, AND CORE DEFINITIONS

### Section 1. Preamble, Governing Documents, and Irrevocable Acceptance

1.1. **Preamble and Purpose.** This Master Agreement and Digital Rights Purchase Terms (the "Agreement" or "Terms") establishes the comprehensive legal and contractual framework governing the relationship between **Limitless Trading Desk** (the "Platform" or "LIMITLESS"), in a non-fiduciary relationship with Fuchs Treuhand AG, which provides formal compliance oversight and any individual or entity (the "Client" or "User") engaging with the Platform for the acquisition of Digital Rights. The primary focus of this Agreement pertains to the acquisition of Founder Packs related to the **JGGL Project** (the "Protocol Administrator").

1.2. **Hierarchy of Governing Documents.** This Agreement constitutes the paramount governing document. Any executed Contractual Disposition Confirmation Agreement (TCA), supplementary KYC/AML Addenda, or Project-Specific Disclosures (collectively, the "Ancillary Documents") shall be considered incorporated herein by reference, provided that in the event of any conflict between this Agreement and any Ancillary Document, the terms of this Agreement shall prevail, *mutatis mutandis*.

1.3. **Irrevocable and Unqualified Acceptance.** The Client acknowledges that engagement with the Platform, including but not limited to the execution of any TCA, constitutes a definitive and **IRREVOCABLE ACCEPTANCE** of these Terms in their entirety. This acceptance is deemed to be **UNQUALIFIED**, with the Client explicitly acknowledging that no oral representation, prior understanding, or marketing material shall be deemed to modify, supersede, or otherwise contradict the express terms set forth herein.

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### Section 2. The Defined Role of LIMITLESS

2.1. **Characterization of Platform Services.** LIMITLESS functions strictly as a **NON-ADVISORY, EXECUTION-ONLY, OVER-THE-COUNTER (OTC) TRANSACTION FACILITATOR**. The Platform's utility is limited to providing a private, bilateral, and confidential channel for the acquisition or disposal of high-value, illiquid Digital Rights.

2.2. **NO FIDUCIARY DUTY AND ADVISORY EXCLUSION.** LIMITLESS DOES NOT OWE ANY FIDUCIARY DUTY TO THE CLIENT. The Client acknowledges and agrees that Fuchs Treuhand AG is engaged by Limitless solely for administrative and advisory functions, and Fuchs Treuhand AG SHALL HAVE NO LIABILITY WHATSOEVER to the Client for any losses arising from the trading, holding, or failure of any Digital Rights or the Protocol Administrator (JGGL). The relationship between the Client and LIMITLESS is strictly one of principal-to-principal or broker-to-client on a non-advisory basis. The Client acknowledges that:

\* (a) NO COMMUNICATION from LIMITLESS shall be interpreted as, or construed to be, investment, financial, legal, tax, or accounting advice.

\* (b) NO DUE DILIGENCE concerning the Protocol Administrator (JGGL) or the underlying Digital Rights is conducted or warranted by LIMITLESS on the Client's behalf.

\* (c) The Client's decision to enter into any transaction is predicated SOLELY on their own independent judgment and professional advice obtained separately.

**2.3. REGULATORY STATUS DISCLAIMER.** LIMITLESS IS NOT a registered securities exchange, a broker-dealer, a regulated banking institution, or a custodian under the jurisdiction of the U.S. Securities and Exchange Commission, the Financial Conduct Authority, or any equivalent regulatory body. Consequently, transactions executed on the Platform ARE NOT subject to the investor protections afforded by such regulatory frameworks.

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### **Section 3. Core Definitions of Contractual Dispositioned Assets and Protocol Administrator Structure**

**3.1. Digital Right (The Utility Entitlement).** A "Digital Right" shall be defined as any non-standardized, highly customized, contractual, or digitally represented entitlement to a future benefit, access, or status, regardless of its underlying technological architecture.

**3.2. Founder Packs (The JGGL Product).** A "Founder Pack" is a bundle of Digital Rights specifically related to the JGGL Project. These Packs are designed and marketed solely as UTILITY ENTITLEMENTS to access the JGGL ecosystem (e.g., network participation, early access) and ARE NOT intended for speculative or investment purposes. Founder Packs are characterized by:

\* (a) ILLIQUIDITY: The absence of a formal, regulated secondary trading market.

\* (b) NON-FUNGIBILITY: Their unique contractual characteristics, preventing them from being treated as fungible financial instruments.

**3.3. The Protocol Administrator (JGGL Project).** The "Protocol Administrator" refers to the entity or entities responsible for the development, deployment, and operation of the JGGL Project and the corresponding obligations attached to the Digital Rights. The Protocol Administrator is a **THIRD-PARTY ENTITY** entirely separate and independent from LIMITLESS.

**3.4. RISK OF DEPENDENCE.** The performance and ultimate value of the Digital Rights are **ENTIRELY DEPENDENT** upon the successful execution of the business plan, technological feasibility, and ongoing solvency of the Protocol Administrator (JGGL). LIMITLESS ASSUMES NO LIABILITY FOR THE FAILURE OF THE PROTOCOL ADMINISTRATOR TO DELIVER UPON ITS PROJECTED MILESTONES OR CONTRACTUAL OBLIGATIONS.

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## **PART 2: CLIENT ELIGIBILITY, REPRESENTATIONS, AND TRANSACTION EXECUTION**

### **Section 4. Client Eligibility and Unwavering Representations (Revised)**

#### 4.1. CLIENT SOPHISTICATION AND RISK COMPETENCE MANDATE.

**(a) Independent Financial Acumen.** The Client hereby represents, warrants, and covenants that, notwithstanding the lack of formal designation as an "Accredited Investor" or "Qualified Purchaser" in their jurisdiction, they possess the necessary **FINANCIAL SOPHISTICATION, TECHNICAL ACUMEN, AND BUSINESS EXPERIENCE** sufficient to understand and evaluate the merits, constraints, and existential risks (including but not limited to the risk of **TOTAL LOSS**) inherent in the acquisition of highly speculative, illiquid Digital Rights, such as the JGGL Founder Packs.

**(b) Contractual Equivalent Status.** The Client agrees that by executing this Agreement, they are making a **CONTRACTUAL REPRESENTATION** that they meet the functional equivalent of the "Accredited Investor" standard, meaning they can afford to sustain the entire loss of their purchase price without material detriment to their net financial position, and that their decision to acquire the Founder Packs is based on their own **INDEPENDENT EVALUATION AND JUDGMENT**.

**(c) Waiver of Securities Protection Claim.** The Client explicitly and irrevocably **WAIVES ANY AND ALL CLAIMS** that they relied upon the investor protections or disclosure requirements applicable to regulated securities offerings in making this transaction. The Client acknowledges that LIMITLESS relied on this representation of competence and risk acceptance as a **MATERIAL CONDITION** for facilitating the transaction.

**(d) Required Technical Competence.** Furthermore, the Client warrants a sufficient understanding of:

- (i) **Blockchain and Cryptographic Technology**, including associated risks such as forks, 51% attacks, and smart contract vulnerabilities.
- (ii) **Digital Asset Storage Mechanisms**, including the functionality and security protocols required to manage their private keys.
- (iii) **The Nature of Utility Entitlements**, specifically that the Founder Packs derive value solely from their utility within the JGGL ecosystem and **NOT** from any promised external financial return or management participation.

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**4.2. Source of Funds Warranty.** The Client explicitly warrants that all funds used for the acquisition of Founder Packs are derived from legitimate sources, are **NOT** the proceeds of illegal activity, and that the transaction does not violate any applicable anti-money laundering ("AML"), counter-terrorist financing ("CTF"), or sanctions laws. The Client shall furnish all documentation requested by LIMITLESS, *inter alia*, for Enhanced Due Diligence (EDD) purposes, within five (5) business days of such request.

**4.3. Purpose of Acquisition (Non-Investment Intent).** The Client represents that the Founder Packs are being acquired solely for the purpose of **UTILITY AND ACCESS** within the JGGL ecosystem and **NOT** with a view to, or expectation of, profit, capital appreciation, resale into a liquid secondary market, or participation in the future financial performance of the Protocol Administrator (JGGL). This representation is a **material and foundational premise** upon which LIMITLESS agrees to facilitate the transaction.

**4.3. Restricted Persons Exclusion.** The Client warrants that they are **NOT** a citizen, resident, or physically located in any jurisdiction where the trading of Digital Rights is prohibited, or which is subject to comprehensive international sanctions (e.g., U.S. OFAC, E.U. or U.N. sanctions lists). Should the Client's status change, they shall **IMMEDIATELY** cease use of the Platform and notify LIMITLESS.

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## **Section 5. Transaction Procedure and Irrevocable Commitment**

**5.1. The Request for Quote (RFQ) Protocol.** The purchase process is strictly bilateral, initiated by the Client submitting a formal, written **Request for Quote (RFQ)** to the LIMITLESS trading desk. This RFQ specifies the desired Founder Pack, quantity, and preferred settlement asset.

**5.2. Non-Binding Indication.** Any quote provided by LIMITLESS is merely an **Indicative Price** and does not constitute a firm offer or a binding obligation. The Indicative Price is subject to immediate revision or withdrawal by LIMITLESS, without notice, due to market volatility, inventory changes, or counterparty risk assessment.

**5.3. Contractual Disposition Confirmation and Commitment.** A transaction only becomes a legally binding commitment upon the execution of a Contractual Disposition Confirmation by both the Client and LIMITLESS. The Client acknowledges that:

- \* (a) The executed Contractual Disposition Confirmation is FINAL, BINDING, AND NON-CANCELLABLE.
- \* (b) The Contractual Disposition Confirmation supersedes any prior oral or written communications regarding the price, quantity, or terms of the specific Contractual Disposition.

**5.4. Settlement Obligations and Default.**

\* Time is of the Essence: Settlement (full payment of the Purchase Price and any associated fees) must be completed by the Client within the specific time-frame stipulated in the Contractual Disposition Confirmation (the "Settlement Deadline"). TIME IS EXPRESSLY DECLARED TO BE OF THE ESSENCE.

\* Client Default: Failure by the Client to remit the full Settlement Amount by the Settlement Deadline constitutes an IMMEDIATE AND MATERIAL CLIENT DEFAULT. In such an event, LIMITLESS reserves the right, inter alia, to (i) unilaterally unwind the transaction; (ii) retain any collateral or deposit; and (iii) seek full indemnification from the Client for any direct or indirect market losses, liquidation costs, or legal expenses incurred by LIMITLESS due to the default.

**5.5. Transfer and Delivery.** Delivery of the Digital Rights to the Client's designated wallet will occur **ONLY AFTER** LIMITLESS has verified the final, irrevocable receipt of the full Settlement Amount. LIMITLESS shall not be liable for delays in delivery caused by network congestion, blockchain latency, or wallet configuration errors attributable to the Client.

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## **PART 3: NO WARRANTIES, LIMITATION OF LIABILITY, AND INDEMNIFICATION**

## **Section 7. DISCLAIMER OF WARRANTIES AND AS-IS BASIS**

**7.1. Exclusion of Warranties by LIMITLESS.** THE CLIENT EXPRESSLY ACKNOWLEDGES AND AGREES THAT LIMITLESS IS PROVIDING THE PLATFORM AND FACILITATION SERVICES ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITH ALL FAULTS AND WITHOUT ANY WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW.

**7.2. No Warranty Regarding Digital Rights.** LIMITLESS MAKES NO REPRESENTATION, WARRANTY, OR GUARANTEE OF ANY KIND WHATSOEVER REGARDING THE FOUNDER PACKS OR THE UNDERLYING JGGL PROJECT, INCLUDING, BUT NOT LIMITED TO:

- \* (a) THE MARKETABILITY, FUTURE VALUE, OR LIQUIDITY OF THE DIGITAL RIGHTS.
- \* (b) FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.
- \* (c) THE TECHNICAL FEASIBILITY, ERROR-FREE NATURE, OR ULTIMATE SUCCESS OF THE JGGL PROJECT.
- \* (d) THE REGULATORY CLASSIFICATION OF THE FOUNDER PACKS IN ANY JURISDICTION.

**7.3. Waiver of Implied Warranties.** THE CLIENT HEREBY WAIVES, TO THE MAXIMUM EXTENT PERMITTED BY LAW, ALL IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO WARRANTIES OF **MERCHANTABILITY** AND **FITNESS FOR A PARTICULAR PURPOSE**, AS THEY RELATE TO THE PLATFORM, THE SERVICES, AND THE FOUNDER PACKS.

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## **Section 8. LIMITATION OF LIABILITY**

**8.1. Exclusion of Consequential Damages.** IN NO EVENT SHALL LIMITLESS, ITS AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES, OR AGENTS (COLLECTIVELY, THE "LIMITLESS PARTIES") BE LIABLE TO THE CLIENT FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY, OR **CONSEQUENTIAL DAMAGES** WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA, LOSS OF GOODWILL, BUSINESS INTERRUPTION, OR COMPLETE FAILURE OF THE JGGL PROJECT, EVEN IF LIMITLESS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**8.2. Cap on Aggregate Liability.** THE AGGREGATE CUMULATIVE LIABILITY OF THE LIMITLESS PARTIES, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR ANY TRANSACTION CONTEMPLATED HEREBY, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF STATUTORY DUTY, OR OTHERWISE, **SHALL NOT EXCEED THE TOTAL FEES RECEIVED BY LIMITLESS FROM THE CLIENT** FOR THE SPECIFIC TRANSACTION GIVING RISE TO THE CLAIM.

**8.3. Exclusion of Liability for Third-Party Actions.** LIMITLESS SHALL NOT BE LIABLE FOR ANY LOSSES, DAMAGES, OR CLAIMS ARISING FROM: (a) ACTIONS OR OMISSIONS OF THE PROTOCOL ADMINISTRATOR (JGGL) OR ANY OF ITS AFFILIATES; (b) HARDWARE OR SOFTWARE FAILURES, INCLUDING SMART CONTRACT VULNERABILITIES; (c) CYBERATTACKS, HACKING, OR LOSS OF CLIENT'S PRIVATE KEYS; OR (d) ACTIONS OR RULINGS BY ANY GOVERNMENTAL OR REGULATORY AUTHORITY.

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## **Section 9. CLIENT INDEMNIFICATION**

9.1. Indemnification Obligation. To the fullest extent permitted by applicable law, the Client shall INDEMNIFY, DEFEND, AND HOLD HARMLESS the Limitless Parties from and against any and all claims, demands, actions, liabilities, costs, damages, penalties, fines, and expenses (including reasonable legal fees) (collectively, "Damages") that arise out of or relate to:

- \* (a) Any breach of the representations and warranties made by the Client under this Agreement (e.g., status as an Accredited Investor, compliance with AML/CTF).
- \* (b) Any Client Default or failure to settle a binding TCA.
- \* (c) Any claim brought against LIMITLESS by a third party (including the Protocol Administrator or any governmental authority) arising directly or indirectly from the Client's acquisition, holding, or subsequent transfer of the Founder Packs.
- \* (d) Any tax or regulatory liability imposed on LIMITLESS as a result of the Client's transaction.

9.2. **Survival of Indemnification.** The Client's obligation to indemnify the Limitless Parties shall **survive the termination** of this Agreement and the completion of any transaction contemplated herein.

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## **PART 4: GOVERNING LAW, DISPUTE RESOLUTION, AND MISCELLANEOUS PROVISIONS**

### **Section 10. Governing Law and Mandatory Arbitration**

10.1. **GOVERNING LAW.** This Agreement, the rights and obligations of the parties hereunder, and any claim or dispute relating to the Services or the Founder Packs, shall be governed by and construed in accordance with the laws of British Virgin Islands, without reference to its conflict of laws principles. This choice of law is a **MATERIAL INDUCEMENT** for LIMITLESS to enter into this Agreement.

10.2. **MANDATORY BINDING ARBITRATION.** ANY CONTROVERSY, DISPUTE, OR CLAIM ARISING OUT OF, OR RELATING TO, THIS AGREEMENT, THE TRANSACTION, THE FOUNDER PACKS, OR THE JGGL PROJECT SHALL BE RESOLVED EXCLUSIVELY BY BINDING ARBITRATION.

- \* (a) **Waiver of Court Trial:** The Client and LIMITLESS hereby knowingly, voluntarily, and irrevocably WAIVE the right to a trial by jury or a court hearing in favor of arbitration.



\* (b) **Venue and Rules:** The arbitration shall be administered by the in accordance with its prevailing rules. The seat of the arbitration shall be International Arbitration Centre (BVIIAC) in accordance with its prevailing rules. The seat of the arbitration shall be Road Town, British Virgin Islands.

\* (c) **Language:** The language of the arbitration shall be English.

**10.3. Waiver of Class Action.** The Client agrees that any arbitration or proceeding shall be conducted solely on an individual basis and that the Client shall **NOT** participate in any class action, class arbitration, or representative action or proceeding against LIMITLESS or the Protocol Administrator (JGGL). The Client expressly waives any rights to initiate or join any collective or group action.

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## **Section 11. Termination and Survival**

**11.1. Termination Rights.** LIMITLESS may terminate this Agreement and the Client's access to the Platform at any time, for any reason or no reason, with or without notice. Reasons for immediate termination, *inter alia*, include (a) Client breach of any material representation (e.g., Accredited Status or AML Warranty); (b) Client Default in settlement; or (c) any regulatory or legal change rendering the Services unlawful.

**11.2. Survival.** The provisions contained in **Section 7 (Disclaimer of Warranties)**, **Section 8 (Limitation of Liability)**, **Section 9 (Indemnification)**, and **Section 10 (Governing Law and Arbitration)** shall **SURVIVE** the termination or expiration of this Agreement for any reason whatsoever.

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## **Section 12. Miscellaneous Provisions**

**12.1. Entire Agreement.** This Agreement, together with the executed TCA and the Ancillary Documents, constitutes the **ENTIRE AND FINAL AGREEMENT** between the Client and LIMITLESS with respect to the subject matter hereof and supersedes all prior or contemporaneous communications, agreements, and understandings, whether oral or written.

**12.2. Severability.** If any provision of this Agreement is found by a court or arbitration panel of competent jurisdiction to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall **NOT** in any way be affected or impaired thereby, and such provision shall be reformed to the minimum extent necessary to make it enforceable.

**12.3. Force Majeure.** LIMITLESS shall not be liable for any failure or delay in the performance of its obligations hereunder resulting from events beyond its reasonable control, including but not limited to, acts of God, governmental acts, wars, blockades, power blackouts, pandemic events, or the failure of blockchain technology (e.g., 51% attacks, network forks).

**12.4. Assignment.** The Client may **NOT** assign, delegate, or otherwise transfer any of their rights or obligations under this Agreement without the prior written consent of LIMITLESS. LIMITLESS may assign or transfer its rights and obligations to any affiliate or third party at its sole discretion without the Client's consent.

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