

WMT TOKEN PRE-SALE AGREEMENT

THIS SOFTWARE DEVELOPMENT AGREEMENT ("Agreement") is made and entered into by the following two parties on [REDACTED] ("Effective Date"):

- Aura Digital International., incorporated under the laws of the Poland (company number 0001011050), with an address at at Hoza 86 / 410, 00-682 Warsaw, Poland, represented by its director, Tetiana Romanovska-Kostrova, hereinafter referred to as "Company"; and
- [REDACTED], a natural person (or legal person) residing at [REDACTED], Postal Code: [REDACTED], a hereinafter referred to as the "Purchaser," acting in accordance with applicable laws and regulations.

In this Agreement, Company and Client are hereinafter referred to as the "Parties" and individually as a "Party".

Preamble

WHEREAS, the Company is the owner and issuer of the WYT Token (the "Token"), a utility token designed to operate within the WowMyCity ecosystem;

WHEREAS, the Company is conducting a pre-sale offering of the Token prior to its public listing;

WHEREAS, the Purchaser wishes to acquire Tokens during the pre-sale period under the terms and conditions set forth herein;

Therefore, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

Article 1. Definitions

As used in this Agreement, the following terms shall have the following meanings:

"Agreement" means this Software Development Agreement together with all annexes, schedules, amendments hereto, and supplements hereof.

"Token" or "WYT Token" means the crypto asset issued by the Company for use within the WowMyCity ecosystem, including all associated rights, functionalities, and technical specifications as may be amended from time to time.

"WowMyCity Ecosystem" means the platform, applications, services, and infrastructure operated or licensed by the Company or its affiliates wherein the Token provides utility, access, or functionality.

"Pre-Sale Period" means the period commencing on the Effective Date and ending on such date as determined by the Company and communicated to Purchaser via email or public announcement, during which Tokens are offered at the Pre-Sale Price prior to public listing.

"Pre-Sale Price" means USD \$0.01 per Token, being the discounted price offered exclusively during the Pre-Sale Period.

"Launch Price" means the initial target public offering price of USD \$0.015 per Token at which the Company intends to establish initial liquidity on DEX platforms.

"Launch Date" means February 1, 2026, or such other date as the Company may determine in its sole discretion, being the anticipated date of public listing on DEX platforms.

"DEX" or "Decentralized Exchange" means blockchain-based peer-to-peer cryptocurrency exchange protocols operating without central intermediaries, including but not limited to Uniswap, Orca, Meteora, and any other platforms on which the Token may be listed.

"Liquidity Pool" or "LP" means smart contract-based pools containing pairs of tokens (including WYT and other digital assets) locked in automated market maker protocols to facilitate decentralized trading by providing liquidity, wherein liquidity providers earn fees from trading activity.

"NFT" or "Purchase NFT" means the non-fungible token issued by the Company to the Purchaser as cryptographic proof of purchase during the Pre-Sale Period, which can be redeemed for the corresponding quantity of WYT Tokens.

"Wallet" means a blockchain-based software or hardware application that stores private keys and enables users to send, receive, and manage digital assets including Tokens, compatible with the blockchain network on which the Token operates.

"Private Key" means the cryptographic code that enables access to and control over digital assets stored in a Wallet, the security and confidentiality of which is the sole responsibility of the Purchaser.

"Staking" or "Token Staking" means the process of locking or depositing Tokens in a designated Smart Contract operated by the Company for a specified period to support network operations, governance, or other ecosystem functions, and to earn Fees or other rewards.

"USDC" means USD Coin, a stablecoin cryptocurrency pegged to the United States Dollar. (<https://www.circle.com/usdc>)

"Utility" means the functional use or benefit that the Token provides within the WowMyCity Ecosystem, excluding any investment, profit-sharing, or equity characteristics.

"Lock-Up Period" means any period during which Tokens cannot be transferred, sold, or withdrawn as specified in this Agreement or the Staking Contract terms.

"Affiliate" means with respect to any entity, any other entity that directly or indirectly controls, is controlled by, or is under common control with such entity.

"Effective Date" means the date on which this Agreement is fully executed by both Parties.

"Purchase Price" means the total amount in USD paid by the Purchaser for the Tokens, calculated as the number of Tokens multiplied by the Pre-Sale Price.

"Business Day" means any day other than Saturday, Sunday, or a day on which banking institutions in Poland are authorized or required by law to close.

"Written" or "In Writing" includes email, electronic communications, and traditional paper documents, unless otherwise specified.

"Effective Date" has the meaning specified in the first paragraph of this Agreement.

"Term" has the meaning specified in Article 5 of this Agreement.

All terms defined in this Agreement will have the defined meanings when used in any certificate or other document made or delivered pursuant hereto unless otherwise defined therein.

The words "hereof," "herein," "hereunder" and words of similar import when used in this Agreement will refer to

this Agreement as a whole and not to any particular provision of this Agreement; Article, Section, Schedule and Exhibit references contained in this Agreement are references to Articles, Sections and Exhibits in or to this Agreement unless otherwise specified; the term "including" will mean "including without limitation"; the term "to" a given date will mean "to but not including" such date; and the term "through" a given date will mean "through and including" such date.

The definitions contained in this Agreement are applicable to the singular as well as the plural forms of such terms and to the masculine as well as to the feminine and neuter genders of such terms.

Any agreement, instrument or statute defined or referred to herein or in any instrument or certificate delivered in connection herewith means such agreement, instrument or statute as from time to time amended, modified or supplemented and includes in the case of agreements or instruments, references to all attachments thereto and instruments incorporated therein, and in the case of statutes, any successor statutes; references to a Party are also to its permitted successors and assigns.

Article 2. Token Purchase

2.1. The Purchaser hereby agrees to purchase _____ WYT Tokens at the Pre-Sale Price of USD \$0.01 per Token, for a total purchase price of USD \$ _____ (the "Purchase Price").

2.2. The Purchaser shall pay the Purchase Price by _____ within _____ days of the Effective Date. Payment shall be made to the account or wallet address designated by the Company.

2.3. Upon receipt of full payment, the Company shall deliver to the Purchaser's email address an NFT serving as proof of purchase (hereinafter, "Purchase NFT").

2.4. At the conclusion of the Pre-Sale Period, the Purchaser may redeem the Purchase NFT for the corresponding quantity of Tokens by connecting their Wallet to the redemption platform provided by the Company and following the redemption instructions.

Article 3. Token Listing

3.1 The Company intends to list the Token on one or more DEX platforms on or about the Launch Date at the Launch Price of USD \$0.015 per Token.

3.2 The Purchaser acknowledges and agrees that:

- The Launch Price is a target price only and not guaranteed;
- Token prices on DEX platforms are determined by market forces;
- The actual trading price may be higher or lower than the Launch Price;
- The Company makes no representations or warranties regarding future Token value or price performance.

3.3 The Company reserves the right to delay or cancel the public listing. In the event of cancellation, the Company shall refund the Purchase Price to the Purchaser, which shall constitute the Purchaser's sole and exclusive remedy.

Article 4. Liquidity Pool and Fees

4.1 The Company shall deploy capital received from the Purchaser into Liquidity Pools containing WYT Tokens

and other digital assets at the Company's sole discretion.

4.2 The Purchaser shall receive Fees generated from their proportionate share of capital deployed in Liquidity Pools, distributed monthly in USDC to the Purchaser's Wallet.

4.3 Fee Calculation. Fees shall be calculated based on:

4.3.1. The Purchaser's proportionate contribution to the total liquidity deployed;

4.3.2. The actual yields and returns generated by the Liquidity Pools;

Minus any gas fees, transaction costs, or administrative fees charged by the Company.

4.4 The Purchaser must maintain their Pre-Sale Tokens in a staking contract designated by the Company to continue receiving Fees. Upon unstaking, Fee distributions shall immediately cease. The Purchaser shall have unrestricted access to withdraw and use any Fees distributed to their Wallet.

4.5 The Purchaser acknowledges that:

4.5.1. Fees are derived from Liquidity Pool performance, which fluctuates;

4.5.2. No minimum return or yield is guaranteed;

Article 5. Representations and Warranties

5.1. The Company represents and warrants that:

5.1.1. The Company is a legal entity duly incorporated and validly existing under the laws of the Republic of Poland and is in good standing as of the date of execution of this Agreement..

5.1.2. It has full power and authority to enter into and perform this Agreement.

5.1.3. The Company holds a valid Virtual Asset Service Provider registration in Poland at the time of signing this Agreement, enabling it to lawfully conduct activities related to virtual asset issuance, exchange, and related services. The Company further represents that it maintains all other licenses, registrations, filings, and regulatory authorizations required under applicable law to issue, offer, and sell the Token.

5.1.4. The Company is the sole and lawful owner of all intellectual property, contractual rights, and economic rights related to the Token. No third party has any claim, lien, encumbrance, or competing right over the Token or any part of the token issuance process.

5.1.5. All information, documents, and materials provided by the Company to the Counterparty in connection with the Token or this Agreement are accurate, complete, and not misleading in any material respect.

5.2. The Purchaser represents and warrants that:

5.2.1. The Purchaser has full legal capacity and authority to enter into and perform its obligations under this Agreement.

5.3. The Purchaser fully understands, acknowledges, and accepts the inherent risks associated with the acquisition, holding, and use of digital assets, including but not limited to the following:

5.3.1. Crypto assets are highly speculative and subject to significant price fluctuations, which may result in partial

or total loss of the Purchase Price. The Purchaser acknowledges that no representations, warranties, or guarantees have been made regarding the future value, market performance, liquidity, or utility of the Token.

Article 6. Representations and Warranties

6.1 The Token is not:

6.1.1. A security or investment contract;

6.1.2. A share or equity interest in the Company;

6.1.3. A debt instrument or loan;

6.1.4. A guarantee of profits or returns.

6.2. Token holders have no ownership, equity, voting, or governance rights in the Company.

Article 7. Lock-Up Period

7.1. Tokens acquired in the Pre-Sale may be subject to a lock-up period of 6 months from the date of redemption, during which they cannot be transferred or sold.

7.2. Tokens placed in staking contracts may be subject to lock-up periods as specified by the staking terms.

Article 8. Confidentiality

8.1. Each of the Company and the Client agrees that it will maintain any confidential and proprietary information disclosed to it by the other Party hereto ("Confidential Information"), in a confidential manner using the same care it uses to protect the confidentiality of its own confidential information, and will not use for its own benefit or otherwise the Confidential Information of the other Party except

- (a) as expressly authorized by this Agreement and to the extent necessary for performance of this Agreement or
- (b) upon the prior written consent of the other Party; provided, however, that each of the Company and the Client may disclose any such confidential or proprietary information of the other Party to those of its affiliates and its and their officers, directors, employees, agents (including attorneys and financial advisors), and Companies, in each case, who need to know such information for purposes of this Agreement and who are bound by confidentiality obligations consistent with the terms hereof.

8.2. Notwithstanding the foregoing, Confidential Information shall not include information that was

- (a) publicly available prior to disclosure by such disclosing party;
- (b) already in the receiving party's possession and not subject to an obligation of confidentiality;
- (c) obtained by the receiving party from a third party without restriction on disclosure;
- (d) entirely independently developed by the receiving party without reference to any Confidential Information of the disclosing party;
- (e) the tax treatment and any facts that may be relevant to the income tax consequences of the transactions contemplated by this Agreement.

8.3. If, at any time, the receiving party is required by law or regulation to make any disclosure of any of the Confidential Information, by summons, subpoena, judicial or administrative order or otherwise, the receiving party shall (to the extent permissible and practicable under the circumstances) give prompt prior written notice of such requirement to the disclosing party and permit the disclosing party to intervene in any relevant proceedings to protect its interests in the Confidential Information, and provide reasonable cooperation and assistance to the disclosing party in lawful efforts to resist, limit or delay disclosure at the disclosing party's sole expense. Notwithstanding the foregoing, the Company may disclose the Client's Confidential Information to the Company's

regulators without any notice thereof.

8.4. The receiving party shall promptly notify the disclosing party in writing of any loss, or use, access or disclosure of Confidential Information of the disclosing party in violation of this Agreement promptly following recipient's discovery and shall promptly take measures to minimize the effect and prevent its recurrence. The receiving party shall be liable under this Agreement to the disclosing party for any loss, or access, use, or disclosure in violation of this Agreement by itself or its representatives.

Article 9. Term of Agreement

9.1 This Agreement shall become effective on the Effective Date and shall remain in full force and effect until fully executed by all Parties in accordance with its terms (the "Term").

9.2. No Party may unilaterally terminate this Agreement except in the event that the other Party is in material breach of any of its obligations under this Agreement. Such material breach must be incapable of cure, or if curable, must remain uncured thirty (30) calendar days after receipt of written notice specifying the nature of the breach. Termination under this clause must be communicated in writing to the breaching Party.

9.3. This Agreement may be terminated at any time by mutual written consent of the Parties, signed by authorized representatives of both Parties.

9.4. The obligations of the Parties under Articles 4 and 8 shall survive the termination of this Agreement.

Article 10. Notices

10.1. Any notice, request, demand, or other communication required or permitted to be given under this Agreement shall be in writing and delivered by reasonable means, including, but not limited to, email, electronic messages, or other commonly accepted methods of written communication.

Article 11. Force Majeure

If a Party is prevented from performing this Agreement or performing it on the agreed conditions hereunder as a result of force majeure, including earthquake, typhoon, flood, fire, war, computer virus, design vulnerabilities of tool software, hacker attack on the internet, changes in policies and laws and other events, causes, or circumstances that are unforeseeable or whose happenings are unpreventable or unavoidable, such prevented Party shall forthwith notify the other Party of the occurrence thereof and within thirty (30) days thereafter, provide documentary evidence, explaining the details of the event and the reasons for its failure to perform this Agreement or its need to delay the performance of this Agreement. The Parties may negotiate whether or not to exempt part of the obligations hereunder or delay the performance of this Agreement depending on the effect of such an event of force majeure upon the performance of this Agreement. Neither Party shall be liable to the other Party in respect of the economic losses incurred as a result of force majeure.

Article 12. Miscellaneous

12.1. This Agreement, inclusive all subsequent Addendums to this Agreement, is written in English and executed in two (2) originals. Each Party retains one (1) copy.

12.2. The execution, validity, performance, amendment, interpretation, and termination of this Agreement shall be governed by the Polish Law, which shall serve as the governing framework to ensure fairness, consistency, and alignment with internationally recognized contractual standards.

12.3. Any dispute arising hereunder and in connection herewith shall be settled through consultations between the Parties, and if no agreement regarding such dispute can be reached by the Parties within thirty (30) days upon its occurrence, such dispute shall be submitted to the London Court of International Arbitration (LCIA) for arbitration in accordance with the arbitration rules thereof, and the arbitration award shall be final and binding on the Parties.

12.4. Any rights, powers, and remedies granted to any Party by any provisions herein shall not preclude any other rights, powers, and remedies available to such Party in accordance with laws and other provisions under this Agreement, and the exercise of its rights, powers, and remedies by a Party shall not preclude its exercise of any other rights, powers, and remedies available to it.

12.5. No failure or delay by a Party in exercising any of its rights, powers, and remedies hereunder or in accordance with law (hereinafter the "Rights") shall be construed as a waiver of such Rights, and the waiver of any single or partial exercise of the Rights may not preclude its exercise of such Rights in any other way and other Rights.

12.6. The headings herein contained are inserted for reference only and in no circumstances shall such headings be used in or affect the interpretation of the provisions hereof.

12.7. Each provision contained herein shall be severable and separate from other provisions, and if at any time one or more provisions herein become invalid, illegal, or unenforceable, the validity, legality, or enforceability of the remaining provisions herein shall not be affected as a result thereof.

12.8. Neither Party shall assign any of its rights and/or obligations hereunder to any third party without the prior written consent of the other Party.

12.9. This Agreement shall be binding on the respective legal successors of the Parties.

12.10. This Agreement shall set out the entire Agreement between the Parties. Neither Party has entered into this Agreement in reliance upon any representation, warranty or undertaking of the other Party that is not expressly set out or referred to in this Agreement. This Agreement supersedes any previous Agreement or understanding relating its subject matter. This Agreement may not be varied except by the Agreement of the Parties in writing (which may include email).

12.11. Unless otherwise provided in this Agreement, any amendments or appendices to this Agreement shall be made upon the Parties' mutual Agreement, formalized in writing, by signing Additional Agreement hereto.

12.12. Any spelling mistakes or grammatical errors in the text of this Agreement and/or addendums, additional agreements thereto shall not invalidate the same, and the Parties shall be guided by the principles of common sense and good faith when interpreting the provisions containing spelling or any other mistakes.

IN WITNESS WHEREOF this Agreement has been executed on the date first above written.

The Company:

_____.

Name: _____

Designation: Director

The Purchaser:

_____.

email

telef

Name: _____

Designation: _____

