

BETA TESTER UNIT PURCHASE AGREEMENT

EARTHX® CORPORATION LTD

THIS BETA TESTER UNIT PURCHASE AGREEMENT (this "Agreement") is entered into as of _____, 20____ (the "Effective Date"), by and between:

EARTHX® CORPORATION LTD, an Ohio limited liability company (the "Company"), and

_____ (the "Beta Tester").

RECITALS

WHEREAS, the Company is developing innovative technology platform(s), including the XP2P® Universal Basic Income platform and related EcoSystem products;

WHEREAS, the Beta Tester has agreed to participate in the beta testing program for the Company's products and services (the "Beta Testing Program");

WHEREAS, as consideration for the Beta Tester's participation in the Beta Testing Program and investment in the Company, the Company desires to issue and sell to the Beta Tester, and the Beta Tester desires to purchase from the Company, membership units of the Company (the "Units") on the terms and conditions set forth in this Agreement;

WHEREAS, a Beta Tester may receive membership units of the Company as a gratuity in place of the Purchase requirement for providing commensurate value in services to the Company;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE I - PURCHASE AND SALE OF UNITS

1. **Purchase and Sale:** Subject to the terms and conditions of this Agreement, the Company hereby agrees to issue and sell to the Beta Tester, and the Beta Tester hereby agrees to purchase from the Company, _____ Units (the "Purchased Units") at a purchase price of \$1.00 per Unit.
2. **Purchase Price:** The aggregate purchase price for the Purchased Units shall be \$ _____ (the "Purchase Price"), which shall be payable as follows:
 - (a) The Beta Tester shall pay the Purchase Price in immediately available funds upon execution of this Agreement; or
 - (b) The Beta Tester's participation in the Beta Testing Program shall constitute partial or full consideration for the Purchased Units as agreed by the parties.
3. **Closing:** The closing of the purchase and sale of the Purchased Units (the "Closing") shall take place on the Effective Date, or at such other time and place as the Company and the Beta Tester mutually agree.
4. **Delivery of Units:** At the Closing, the Company shall issue to the Beta Tester a certificate or other written evidence representing the Purchased Units, which shall bear appropriate legends as set forth in Section 6 below.

ARTICLE II - BETA TESTING OBLIGATIONS

5. **Beta Testing Commitment:** The Beta Tester agrees to actively participate in the Beta

Testing Program by:

- (a) Testing the Company's products and services as directed by the Company;
- (b) Providing timely and constructive feedback, bug reports, and suggestions for improvement;
- (c) Maintaining confidentiality regarding the Company's proprietary information and trade secrets;
- (d) Refraining from public disclosure of beta features, bugs, or other confidential information without the Company's prior written consent.

6. **Confidentiality:** The Beta Tester acknowledges that during the Beta Testing Program, the Beta Tester will have access to confidential and proprietary information of the Company. The Beta Tester agrees to hold all such information in strict confidence and not to disclose it to any third party without the Company's prior written consent.

7. **No Warranty:** The Beta Tester acknowledges that beta products are provided "AS IS" without warranty of any kind. The Company makes no representations or warranties regarding the functionality, reliability, or suitability of beta products.

ARTICLE III - REPRESENTATIONS AND WARRANTIES OF THE COMPANY

The Company represents and warrants to the Beta Tester as follows:

- 8. **Organization and Standing:** The Company is a limited liability company duly organized, validly existing, and in good standing under the laws of the State of Ohio.
- 9. **Authorization:** The Company has full power and authority to execute, deliver, and perform this Agreement. The execution, delivery, and performance of this Agreement have been duly authorized by all necessary action on the part of the Company.
- 10. **Valid Issuance:** The Purchased Units, when issued in accordance with this Agreement, will be duly authorized, validly issued, fully paid, and non-assessable.
- 11. **No Conflicts:** The execution, delivery, and performance of this Agreement do not and will not conflict with, violate, or result in a breach of any provision of the Company's Operating Agreement or any other agreement, instrument, or obligation to which the Company is a party or by which it is bound.

ARTICLE IV - REPRESENTATIONS AND WARRANTIES OF THE BETA TESTER

The Beta Tester represents and warrants to the Company as follows:

- 12. **Authority:** The Beta Tester has full power and authority to execute, deliver, and perform this Agreement. If the Beta Tester is an entity, the Beta Tester is duly organized, validly existing, and in good standing under the laws of its jurisdiction of organization.
- 13. **Investment for Own Account:** The Beta Tester is acquiring the Purchased Units for the Beta Tester's own account for investment purposes only and not with a view to, or for sale in connection with, any distribution thereof.
- 14. **Accredited Investor Status:** The Beta Tester represents that the Beta Tester is either (a) an "accredited investor" as defined in Rule 501 of Regulation D promulgated under the Securities Act of 1933, as amended, or (b) has such knowledge and experience in

financial and business matters to evaluate the merits and risks of the investment in the Purchased Units.

15. **Risk of Loss:** The Beta Tester understands that the investment in the Purchased Units involves a high degree of risk and that the Beta Tester may lose the entire investment.
16. **Access to Information:** The Beta Tester has had an opportunity to ask questions of and receive answers from the Company concerning the Company, its business, and the terms and conditions of the offering of the Purchased Units, and has had access to such information concerning the Company as the Beta Tester has requested.

ARTICLE V - RIGHTS AND RESTRICTIONS

17. **Rights of Units:** The Purchased Units shall have the same rights, preferences, privileges, and restrictions as all other Units of the same class then outstanding under the Company's Operating Agreement, including:
 - (a) **Voting Rights:** Each Purchased Unit shall be of Non-Voting rights.
 - (b) **Distribution Rights:** The Beta Tester shall be entitled to receive distributions when, as, and if declared by the Manager(s), pro rata based on ownership percentage.
 - (c) **Liquidation Rights:** Upon liquidation, dissolution, or winding up of the Company, the Beta Tester shall be entitled to receive a proportionate share of assets available for distribution to Members.
18. **Transfer Restrictions:** The Purchased Units shall be subject to all transfer restrictions, rights of first refusal, co-sale rights, and other provisions applicable to Units generally under the Company's Operating Agreement. The Beta Tester shall not sell, transfer, assign, pledge, or otherwise dispose of the Purchased Units without the prior written consent of the Company.
19. **Joinder to Operating Agreement:** As a condition to receiving the Purchased Units, the Beta Tester agrees to execute and deliver to the Company a joinder to the Company's Operating Agreement in a form acceptable to the Company, thereby becoming bound by all terms and conditions of the Operating Agreement.

ARTICLE VI - SECURITIES LAW MATTERS

20. **Securities Act Restrictions:** The Beta Tester acknowledges that the Purchased Units have not been registered under the Securities Act of 1933, as amended (the "Securities Act"), or under any state securities laws, and are being issued in reliance upon exemptions from registration requirements. The Purchased Units may not be sold, transferred, or otherwise disposed of without registration under the Securities Act and applicable state securities laws or an exemption therefrom.
21. **Legend:** Certificates or other written evidence representing the Purchased Units shall bear the following legend:

THE MEMBERSHIP UNITS REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"), OR UNDER ANY STATE SECURITIES LAWS. THESE MEMBERSHIP UNITS MAY NOT BE SOLD, OFFERED FOR SALE, PLEDGED, OR HYPOTHECATED IN THE ABSENCE OF AN EFFECTIVE REGISTRATION STATEMENT AS TO THIS SECURITY UNDER THE ACT AND ANY APPLICABLE STATE SECURITIES LAWS OR AN OPINION OF COUNSEL SATISFACTORY TO THE COMPANY THAT SUCH REGISTRATION IS NOT REQUIRED. THESE MEMBERSHIP UNITS ARE ALSO SUBJECT TO ADDITIONAL RESTRICTIONS ON

TRANSFER AND OTHER LIMITATIONS SET FORTH IN THE OPERATING AGREEMENT OF THE COMPANY, AS AMENDED, A COPY OF WHICH MAY BE OBTAINED FROM THE COMPANY UPON REQUEST.

ARTICLE VII – MISCELLANEOUS

22. **Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio, without regard to its conflict of laws principles.
23. **Indemnification: Limitation of Liability:** Beta Tester agrees to indemnify and hold harmless the Company and its members, managers, employees, agents, and affiliates (each, an “Indemnified Person”) from and against, and no Indemnified Person shall have any liability to the Beta Tester or its members, security holders or creditors for any damages, liabilities or expenses relating to or arising out of this Loan or otherwise.
24. **Arbitration:** Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be resolved by arbitration conducted by the Commercial Division of the American Arbitration Association and in accordance with the rules thereof, conducted in Cincinnati, Ohio, or in any other convenient forum agreed to in writing by the parties. Any arbitration award shall be final and binding, and judgment upon the award rendered pursuant to such arbitration may be entered in any court of proper jurisdiction. Notwithstanding the foregoing, either party may seek and obtain temporary injunctive relief from any court of competent jurisdiction against any improper disclosure of any Confidential information provided by and between the Parties relating to this Agreement.
25. **Entire Agreement:** This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, both written and oral, between the parties with respect to the subject matter hereof.
26. **Amendments and Waivers:** This Agreement may not be amended or modified, and no provision hereof may be waived, except by a written instrument signed by the Company and the Beta Tester.
27. **Successors and Assigns:** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. The Beta Tester may not assign this Agreement or any rights or obligations hereunder without the prior written consent of the Company.
28. **Notices:** All notices, requests, demands, and other communications required or permitted under this Agreement shall be in writing and shall be deemed to have been duly given when delivered in person, sent by email with confirmation of receipt, or sent by registered or certified mail, return receipt requested, postage prepaid.
29. **Severability:** If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue to be valid and enforceable to the fullest extent permitted by law.
30. **Counterparts:** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

SIGNATURE PAGE
BETA TESTER UNIT PURCHASE AGREEMENT

IN WITNESS WHEREOF, the parties hereto have executed this Beta Tester Unit Purchase Agreement as of the date first written above.

COMPANY:

EARTHX® CORPORATION LTD

By: _____

Name: A.Christopher St. Michael

Title: Chief Executive Officer

Date: _____

BETA TESTER:

Signature

Print Name

Address

Email

Date: _____

PURCHASE DETAILS

Number of Units Purchased: _____

Purchase Price per Unit: \$1.00

Total Purchase Price: \$_____

Payment Method (check one):

- Cash/Wire Transfer
- Check
- Beta Testing Services (value: \$_____)
- Combination (specify: _____)
- Other (specify: _____)