



TOKEN PRE-SALE AGREEMENT

FIREFLIES

FIREFLIES



Parties

- a) Swiss Halley AG, a corporation established and existing under the laws of Switzerland having its registered office and head office at Churerstrasse 47, 8808 Pfäffikon SZ, Switzerland, identification number CHE-104.522.189 (the “**Company**”); and
- b) **You**, as the person who intends to purchase \$FFT tokens from the Company (the “**Purchaser**”), (the Company and the **Purchaser** collectively referred to as the “**Parties**” and individually as the “**Party**”).

Whereas

- a) The Company is a travel agency providing its registered users with offers from its travel partners and the Company intends to issue \$FFT tokens allowing its holders to exchange the \$FFT tokens in order to provide with digital access to an application or services such as Company’s (Swiss Halley AG) travel products and enjoy additional benefits, as set out in the White Paper (qualified as utility token);
- b) To fund the development of the Fireflies Web 3 platform, the Company is offering 350,000,000 \$FFT tokens to the public under the terms and conditions set out in the White Paper
- c) The Purchaser is interested in the purchase of \$FFT tokens from the Company and to receive \$FFT tokens as per the terms and conditions set out in this Agreement and in the White Paper

THE PARTIES HAVE AGREED AS FOLLOWS

1.0 Definitions

For the purposes of this Agreement, the terms listed below with capital letters shall have the meanings set forth in this Section 1, unless the context indicates otherwise.

- a) **\$FFT token** means the crypto asset described in the White Paper to be issued by the Company allowing its holders to have access to a digital platform and services such as the exchange of the \$FFT tokens for certain travel products which can be utilized by the \$FFT token holder through the Fireflies Web3 platform and enjoy additional benefits as described in the White Paper;
- b) **Offering** means the offer of \$FFT tokens to the public in accordance with the White Paper;
- c) **Purchase price** has the meaning as specified in Sec. 3.2 of this Agreement;
- d) **General Business Terms and Conditions** have the meaning as specified in Sec. 6.2 of this Agreement;
- e) **Smart Contract Address** has the meaning as specified in Sec. 4 of this Agreement;
- f) **White Paper** means the white paper issued by the Company outlining important information on a blockchain project Fireflies Web3 and for the purpose of the offer of 350,000,000 \$FFT tokens to the general public. The white paper is dated May 6, 2024 and is published on <https://www.fireflietoken.com/>;

2. SUBJECT OF THE AGREEMENT

2.1 The subject of this Agreement is the Company's obligation to sell the \$FFT tokens to the Purchaser and the Purchaser's obligation to purchase the \$FFT tokens under the terms and conditions set out in this Agreement and in the White Paper.

2.2 At present, only individuals who have already been identified as existing customers of the Company are eligible to enter into this Agreement as the Purchaser. Consequently, the Company has already carried out identification of the eligible Purchasers and/or is already in possession of the information necessary to identify the eligible Purchasers. Therefore, the Company is not required to conduct “know your customer” (KYC) checks with respect to existing customers of the Company.

2.3 However, the Company reserves the right to carry out any additional customer due diligence (“CDD”), know your customer (“KYC”) and anti-money laundering (“AML”) checks if necessary under applicable regulations or requirements prior to the issuance of the Purchaser Tokens to the Purchaser. In such case and upon Company’s request the Purchaser shall:

- a) provide the Company with all information, and shall execute and deliver to the Company any and all other transaction documents, in each case reasonably requested by the Company in connection with this Agreement and the Purchaser’s obligations hereunder, including without limitation the documents and information required ; and
- b) (b) promptly provide the Company with the documents reasonably requested by the Company to fulfil its documentation requirements under any applicable CDD, KYC and/or AML regulations or requirements.

The Company reserves the right to not accept payment of the Purchase Amount until the Purchaser has fulfilled its obligations to provide the Company with the documents required by and, to the Company’s satisfaction, has complied with the CDD, KYC and/or AML regulations or requirements applicable to the Purchaser.

3. PURCHASE PRICE

3.1 The price of a single \$FFT token varies depending on the round of the Offering (for further information on how prices for \$FFT tokens are determined, please refer to Section 8. of the White Paper). Unless otherwise agreed between the Parties, the price for one \$FFT token purchased under this Agreement is the current price of the \$FFT token listed on <https://www.fireflietoken.com/> as of the moment of the execution of this Agreement, which represents the price at which the Purchaser acquires the \$FFT token as of the execution of this Agreement.

3.2 The purchase price is calculated as the total number of \$FFT tokens selected for purchase by the Purchaser multiplied by the applicable price per \$FFT token (the “Purchase price”).

4. PAYMENT

The Purchase price is deemed as paid when the corresponding amount of Tether USD (USDT) is sent to the following smart contract address:

[0xc72E964636F5B7A03567B2C7EaBa8ae677eFb8F7](https://etherscan.io/address/0xc72E964636F5B7A03567B2C7EaBa8ae677eFb8F7) (the “**Smart Contract Address**”).

5. RECEIPT OF \$FFT TOKENS

The \$FFT tokens will be sent to the digital wallet from which the Purchase price was paid in accordance with the vesting schedule set out in the White Paper (please see Section 4.1. of the White Paper).

6. WHITE PAPER AND THE TERMS AND CONDITIONS

6.1 The White Paper forms an integral part of this Agreement. In the event that any part of the White Paper contradicts or is inconsistent with the terms of this Agreement, the terms specified in the White Paper shall prevail, unless stated otherwise in this Agreement.

6.2 Utilization of travel products or other goods and services provided by the Company shall be subject to the applicable General Business Terms and Conditions and its amendments, which are accessible at <https://fireflies.com/> (“**General Business Terms and Conditions**”). The General Business Terms and Conditions form an integral part of this Agreement.

7. REPRESENTATIONS AND WARRANTIES OF THE COMPANY

The Company hereby represents and warrants to the Purchaser that:

7.1 the Company is a company duly organized and validly existing under the laws of the jurisdiction of its incorporation, and has the power to carry on its business as now being conducted and as presently proposed to be conducted;

7.2 the Company has full corporate power and authority to consummate the transactions contemplated hereunder;

7.3 the execution and performance of this Agreement by the Company have been duly authorized by all necessary actions of the Company, and this Agreement has been duly executed and delivered by the Company;

7.4 this Agreement is valid and binding upon the Company and enforceable in accordance with its terms;

7.5 no permits, consents, authorizations or approvals of any kind of any governmental authority or other third party are required in connection with the execution or performance of this Agreement by the Company, other than those that shall be obtained by the closing of this Agreement; and

7.6 the consummation of the transactions contemplated hereunder and the performance of this Agreement by the Company do not violate the provisions of the Company's charter documents, or any applicable law.

8. REPRESENTATIONS AND WARRANTIES OF THE PURCHASER

The Purchaser hereby represents and warrants to the Company that:

8.1 the Purchaser is an individual or a legal entity duly organized and validly existing under the laws of the jurisdiction of its incorporation;

8.2 the Purchaser has full power and authority to consummate the transactions contemplated hereunder;

8.3 the execution and performance of this Agreement by the Purchaser have been duly authorized by all necessary actions of the Purchaser, and this Agreement has been duly executed and delivered by the Purchaser;

8.4 the Purchaser is (i) legally permitted to receive and hold and make use of the \$FFT tokens in the Purchaser's jurisdiction and (ii) that no legal restrictions exist in its country of residence or domicile for entering into these Agreement Terms or purchasing a right to receive the \$FFT tokens;

8.5 this Agreement is valid and binding upon the Purchaser and enforceable in accordance with its terms;

8.6 the Purchase price is provided on Purchaser's own account, not as a nominee or agent, and not with a view to assign any part thereof, and Purchaser has no present intention of selling, granting any participation in, or otherwise distributing any interest the Purchaser has under this Agreement with respect to the Purchase price, the Purchaser \$FFT tokens, or otherwise;

8.7 the Purchaser does not have any contract, undertaking, agreement or arrangement with any person to sell, transfer or grant participations to such person or to any third person, with respect to this Agreement, the Purchase price, and/or the Purchaser \$FFT tokens;

8.8 the Purchaser is not acquiring \$FFT tokens for the purpose of any investment, speculative or other financial purpose;

8.9 the Purchaser is familiar with digital cryptographic tokens issued by projects in the development stage and acknowledges that it is able to bear the economic risk of its purchase of \$FFT tokens, and has such knowledge and experience in financial, business, and software technology matters that it is capable of evaluating the merits and risks of this Agreement, the \$FFT tokens, and the Blockchain, and of making an informed decision in respect thereto;

8.10 the Purchaser acknowledges and agrees that the \$FFT tokens do not represent or constitute any ownership right or stake, debt instrument, share or security or equivalent right in or relating to the Company, the Blockchain and/or any software or intellectual property rights thereto;

8.11 the Purchaser has received information that it regards as sufficient to fully evaluate this Agreement, the \$FFT tokens, and the Blockchain, and has been provided an opportunity to obtain any additional information concerning the foregoing to the extent the Company possesses such information or can acquire it without unreasonable effort or expense, and has been given the opportunity to ask questions of, and receive answers from, the Company concerning the \$FFT tokens, including their intended features, functions, and limitations;

8.12 the Purchaser confirms that it is not, and has not been involved in any type of activity associated with money laundering, terror financing, or any other applicable anti-corruption or anti bribery legislation, nor was ever subject, to any investigation by, or has received a request for information from any governmental body relating to corruption or bribery.

The Purchaser hereby consents to the Company running any checks or enquiries with third parties and waives any privacy or other right in connection therewith and acknowledges that any breach of this representation by the Purchaser will entitle the Company to terminate this Agreement with immediate effect;

8.13 the Purchaser confirms not being listed or being associated with any person or entity being listed on the Swiss SECO's Overall List of Sanctioned Individuals, Entities and Organizations, or any of the US Department of Commerce's Denied Persons or Entity List, the US Department of Treasury's Specially Designated Nationals or Blocked Persons Lists, the US Department of State's Debarred Parties List or the EU Consolidated List of Persons, Groups and Entities Subject to EU Financial Sanctions;

8.14 the Purchaser acknowledges that if any of the representations, warranties or covenants made by the Purchaser pursuant to this Agreement ceases to be true or if the Company no longer reasonably believes that it has satisfactory evidence as to their truth, notwithstanding any other agreement to the contrary, the Company shall not be obligated to designate the Purchaser Wallet Address (or any other account of the Purchaser) as the holder of the purchased \$FFT tokens and/or may be required to cause the Purchaser \$FFT tokens, upon the Launch, not to be transferable and may take any necessary action, at the expense of Purchaser to effect the foregoing;

8.15 the Purchaser hereby represents that neither it nor any person or entity directly or indirectly controlling, controlled by or under common control with it is a person identified as a terrorist or terrorist organization on any relevant lists maintained by governmental authorities.

FIREFLIES

FIREFLIES

9. INFORMATION AND WARRANTIES RE. THE US SECURITIES ACT

The rights and tokens hereunder may constitute securities under the U.S. securities act of 1933 ("Securities Act"), have not been registered under the Securities Act, and may not be offered or sold in the United states absent registration or an applicable exemption from the registration requirements. The Purchaser hereby agrees and represents to the Company as follows:

9.1 the Purchaser is not a U.S. Person as defined in Rule 902(k) of Regulation S under the Securities Act. The offer and sale of the \$FFT tokens herein was made in an offshore transaction (as defined in Rule 902(h) of Regulation S), no directed selling efforts

(as defined in Rule 902(c) of Regulation S) were made in the United States, and the Purchaser is not acquiring the Interests for the account or benefit of any U.S. Person;

9.2 the Purchaser will not offer or sell the Purchaser \$FFT tokens in the United States, or offer or sell the Purchaser \$FFT tokens for the account or benefit of a U.S. Person;

9.3 neither the Purchaser nor any person acting on its behalf has engaged, or will engage, in any directed selling efforts to any U.S. Persons with respect to the \$FFT tokens; and

9.4 the Purchaser represent and warrants that the rights and \$FFT tokens hereunder have not been acquired with a view to, or in connection with, the sale or distribution thereof and will not be transferred in the United States to, or for the account or Benefit of, any U.S. person except pursuant to an available exemption from the registration requirements of the Securities act and all applicable state securities laws.

10. TRANSFER LIMITATIONS

10.1 The Purchaser agrees that its purchased \$FFT tokens shall be subject to transfer limitations as detailed in the White Paper.

10.2 \$FFTs may not be classified as crypto assets in collective custody, as per the meaning of the Swiss Banking Act and Swiss Banking Ordinance, as the assets held as client account balances are non-interest bearing and are only used to execute client transactions provided that the execution takes place within 60 days.

11. DISCLOSURE OF RISK ASSOCIATED WITH TOKENS

The Purchaser understands that the purchase of \$FFT tokens involves substantial risk, including, without limitation, the following:

11.1 risk of software weaknesses: the Purchaser understands and accepts that Blockchain and other involved software and technology and technical concepts and theories are still in an early development stage and unproven, why there is no warranty that the process for receiving, use and ownership of \$FFT tokens will be uninterrupted or error-free and why there is an inherent risk that the software and related technologies and

theories could contain weaknesses, vulnerabilities or bugs causing, inter alia, the complete loss of \$FFT tokens. The Purchaser understands and accepts that the software and hardware, technology and technical concepts and theories applicable to \$FFT tokens (as well as virtual currency tokens in general) is still in an early development stage and unproven, there is no warranty that the technology will be uninterrupted or error-free and there is an inherent risk that the technology could contain weaknesses, vulnerabilities or bugs causing, inter alia, the complete loss of the Purchaser \$FFT tokens and the Purchaser's entire Purchase price;

11.2 regulatory risk: the Purchaser understands and accepts that the blockchain technology allows new forms of interaction and that it is possible that certain jurisdictions will apply existing regulations on, or introduce new regulations addressing, blockchain technology based applications, which may be contrary to the current setup and which may, inter alia, result in substantial modifications, including its termination, the loss of all \$FFT tokens and the value thereof for the Purchaser. Further, the Purchaser accepts and bears all risks with respect to securities, anti-money laundering, commodities and other regulations that may regulate the Company, the Purchase price and/or the \$FFT tokens;

11.3 risk of legal qualification: the Purchaser understands and accepts that the legal structure of tokens is relatively new, and no relevant prejudices are available. Therefore, the risk remains that a court may come to the conclusion that the underlying right cannot be transferred validly by transfer of the \$FFT tokens alone;

11.4 third party risks: the Association might use third parties as service providers for certain aspects of the token sale process. The Company has no visibility into, or possibility to control, the software or mechanisms used by such third party, and cannot verify or guarantee the proper functionality of the third party software or operations;

11.5 lack of funding / lack of success: the Purchaser understands and accepts that the creation of \$FFT tokens and the development of projects financed by the sale of \$FFT tokens, to the extent there are such projects, may be abandoned for a number of reasons, including but not limited to failure of the project, lack of interest of the industry and/or the public, lack of funding, lack of commercial success or prospects (e.g. caused by competing projects), lack of ability to obtain regulatory licenses, permits or clearances etc. The Purchaser therefore understands that there is no assurance that, even if such project is partially or fully developed and launched, the Purchaser may receive any functionality through the Purchaser \$FFT tokens, and that they may become worthless. The Purchaser further understands and accepts that a project financed by the sale of \$FFT tokens may give rise to other, alternative projects, promoted by third parties unaffiliated with the Company, and the Purchaser \$FFT tokens do not share in the profits of the Company or any project of the Company (including its software development for the Blockchain). \$FFT tokens will have no intrinsic value;

11.6 risk of loss of private key: tokens are usually accessed using a private key that corresponds to the address at which it is stored.

The Purchaser understands and accepts that if the private key, or the “seed” used to create the address and corresponding private key are lost or stolen, the Purchaser \$FFT tokens associated with the Purchaser’s address might be unrecoverable and will be permanently lost;

11.7 risk of theft and attacks: the Purchaser understands and accepts that the underlying software application and software platform of \$FFT tokens (including, if launched, the Blockchain), the internet, any blockchain network, the Purchaser, and other involved software, technology components, decentralized applications and/or platforms concerned with \$FFT tokens may be exposed to attacks by hackers or other individuals that could result in theft or loss of the purchased \$FFT tokens and the Purchaser’s entire Purchase price;

11.8 risk of blockchain mining attacks: the Purchaser understands and accepts that, as with other public blockchain based systems that depend upon independent miners, the Blockchain may be susceptible to mining attacks including but not limited to double-spend attacks, majority mining power attacks, “selfish-mining” attacks, and race condition attacks plus any number of as-yet unknown attack vectors on the unique technologies and mechanisms of the Blockchain. Any successful attacks present a risk to the Blockchain, expected proper execution and sequencing of Token transactions, and expected proper execution and sequencing of software computations;

11.9 risk of market decline: the growth of the blockchain industry in general is subject to a high degree of uncertainty;

11.10 volatility risks: the prices of blockchain assets such as Bitcoin and Ethereum have historically been subject to dramatic fluctuations and are highly volatile, and the market price of the \$FFT tokens may also be highly volatile as well. In addition, a decrease in the price of a single blockchain asset may cause volatility in the entire blockchain asset industry and may affect other blockchain assets including the \$FFT tokens;

11.11 risk of third party development: shall the Blockchain be an open-sourced. As an open source protocol, it will not be maintained or monitored by an official organization or authority, and it may be difficult for the core developers to maintain or develop the protocol, and the Company is neither responsible nor has adequate resources to arrange that issues or malicious programs are addressed adequately or in a timely manner. Third party developers not affiliated with the Company may introduce weaknesses or bugs into the Blockchain which may negatively impact the Blockchain. Such events may result in a loss of trust in the security and operation of the Blockchain;

11.12 risk of insufficient token liquidity / loss of value: the Purchaser understands that regarding the \$FFT tokens no access to exchanges or market liquidity may be guaranteed and that the value (if any) of the tokens over time may experience extreme volatility or depreciate resulting in loss that will be borne exclusively by the Purchaser; and

11.13 risk of uncertain tax treatment: the tax treatment of acquiring, holding and where permitted, selling, exchanging or otherwise disposing of the Purchaser \$FFT tokens is

uncertain, and the Purchaser must seek its own tax advice. Acquiring, holding and where permitted, selling, exchanging or otherwise disposing of the \$FFT tokens may result in adverse tax consequences to Purchasers, including liability for income taxes and responsibility for complying with certain tax reporting requirements. The Purchaser should consult with and must rely upon the advice of its own tax advisors.

12. INDEMNIFICATION

Unless prohibited by applicable law, the Company shall not be liable to the Purchaser, and the Purchaser will indemnify, defend and hold harmless the Company and its agents and advisors, and the successors and assigns of the foregoing, from and against, all or any part of any third party causes of action, claims, liabilities, losses, costs, damages and expenses (including, without limitation, attorneys' fees and expenses) for damages to or loss of property arising out of or resulting from the transactions contemplated herein, except to the extent such claims arise from the bad faith or intentional misconduct of the Company.

13. LIMITATION OF LIABILITY

13.1 Unless prohibited by applicable law or regulations, neither the Company nor any other Party involved in the transaction contemplated herein will be liable for any incidental, special, exemplary or consequential damages, or damages for lost profits, lost revenues, lost savings, lost business opportunity, loss of data or goodwill, service interruption, computer damage or system failure or the cost of substitute activities of any kind arising out of or in connection with this Agreement or the Purchaser's participation in, or inability to participate in, the contemplated transaction, whether based on warranty, contract, tort (including negligence), product liability or any other legal theory, and whether or not the Company or any other person has been informed of the possibility of such damage, even if a limited remedy set forth herein is found to have failed of its essential purpose.

13.2 Liability for negligence is excluded in accordance with art. 100 of the Swiss code of obligation. Some jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, so the above limitation may not apply. In no event will the Company's total liability to the Purchaser arising out of or in connection with this Agreement or from the purchaser's participation in, or inability to participate in, the contemplated transaction exceed the Purchase price (as denominated in USD), unless such limitation will be prohibited by applicable law or regulations,.

uncertain, and the Purchaser must seek its own tax advice. Acquiring, holding and where permitted, selling, exchanging or otherwise disposing of the \$FFT tokens may result in adverse tax consequences to Purchasers, including liability for income taxes and responsibility for complying with certain tax reporting requirements. The Purchaser should consult with and must rely upon the advice of its own tax advisors.

14. DISPUTE RESOLUTION, GOVERNING LAW AND VENUE

13.1 The Parties shall make good faith attempts to resolve any dispute through negotiation or mediation prior to pursuing litigation in a court of law.

14.2 This Agreement and any obligations arising out of or in connection with it are governed by Swiss law, excluding the international private law and excluding United Nations Convention on Contracts for the international sale of goods dated 11 april 1980 (CISG). Any dispute between the Parties arising out or relating to this Agreement or its subject matter or formation will be resolved in the courts of Switzerland.

15. GENERAL DISCLAIMER

15.1 If the Purchaser transfers Tether USD (USDT) or any other crypto assets to a wallet / smart contract address that does not correspond to the Smart Contract Address, please be aware that the Company is unable to refund the cryptocurrency transferred to such wallet / smart contract address and such crypto assets may be lost.

15.2 The Purchaser acknowledges that the \$FFT tokens are not designed for investment purposes, and their value may depreciate over time. By entering into this Agreement, the Purchaser agrees, unless otherwise stated in this Agreement or in the White Paper, that they assume full responsibility for any risks associated with crypto assets and acknowledge that the Company shall not be held liable for any losses incurred as a result of fluctuations in the value of \$FFT tokens.

15.3 The Purchaser acknowledges that any involvement in cryptocurrencies, including but not limited to trading, purchasing, or holding, carries inherent risks. Crypto assets are highly volatile and their value can fluctuate dramatically. The parties further understand that the value of crypto assets can decrease significantly, resulting in financial loss (for further information on the risks associated with crypto assets, please refer to Section 10. of the White Paper).

16. TERMINATION

The Parties agree that this Agreement can only be terminated in accordance with the terms set forth in this Agreement or in the White Paper.

17. CONFIDENTIALITY

The Purchaser agrees to maintain the confidentiality of the Purchase price under this Agreement. The terms of this clause shall remain in effect even after the termination of this Agreement

18. EFFECTIVE DATE

This Agreement shall come into effect upon the Purchaser's selection of "I agree to the Token Pre-Sale Agreement and the White Paper" during the \$FFT token purchase process on <https://www.firelietoken.com/>.