

This Pre-Sale Purchase Agreement (the "Agreement") is entered into by and between FITS Global Holdings Inc., a Delaware corporation hereinafter referred to as "Seller," and the individual or entity submitting a pre-order, hereinafter referred to as "Buyer." This Agreement governs the pre-sale purchase of the Alexin Chronos product ("Product").

**\*\*1. Pre-Order and Deposit\*\***

1.1 Buyer agrees to submit a pre-order for the Alexin Chronos by paying a deposit in the amount of \$100 USD ("Deposit") via the payment method provided at the time of pre-order.

1.2 The Deposit secures Buyer's place in line for the Product but does not guarantee a specific delivery date.

1.3 Submission of a pre-order and payment of the Deposit constitutes Buyer's acceptance of all terms and conditions set forth in this Agreement.

**\*\*2. Final Payment and Shipment\*\***

2.1 The total purchase price of the Product, including the Deposit, applicable taxes, and shipping fees, will be disclosed to Buyer prior to shipment. The remaining balance ("Final Payment") shall be due upon shipment of the Product.

2.2 Seller will notify Buyer via email or other provided contact method when the Product is ready to ship and Final Payment is due.

2.3 The Product will not be released or shipped until Seller receives the Final Payment in full.

2.4 Seller reserves the right to adjust the final purchase price due to changes in production costs, taxes, or shipping fees, with reasonable notice provided to Buyer.

**\*\*3. Refund of Deposit\*\***

3.1 Buyer may request a full refund of the Deposit at any time prior to shipment of the Product by submitting a written request to [support@getfits.io](mailto:support@getfits.io).

3.2 The refund request must include the following information: (a) Buyer's full name, (b) email address, (c) phone number, and (d) order number.

3.3 Upon receipt and verification of a complete refund request, Seller will process the refund to Buyer's original payment method within [Insert Timeframe, e.g., 14 business days].

3.4 No exceptions will be made to the refund process outlined in this Section 3. Partial refunds or alternative refund methods are not permitted.

**\*\*4. Delivery\*\***

4.1 Seller does not guarantee a specific timeframe for shipment or delivery of the Product. Delays may occur due to manufacturing, supply chain issues, or other unforeseen circumstances beyond Seller's control.

4.2 Buyer acknowledges and agrees that submission of a pre-order constitutes acceptance of potential delays without a specified delivery timeline.

**\*\*5. Hold Harmless Clause\*\***

5.1 Buyer agrees to indemnify, defend, and hold harmless FITS Global Holdings Inc., its officers, directors, employees, agents, and affiliates (collectively, "Indemnified Parties") from and against

any and all claims, damages, losses, liabilities, costs, or expenses (including reasonable attorneys' fees) arising out of or related to Buyer's use of the Product, participation in this pre-sale, or breach of this Agreement, except to the extent caused by the gross negligence or willful misconduct of Seller.

**\*\*6. Cancellation by Seller\*\***

6.1 Seller reserves the right to cancel any pre-order, at its sole discretion, for reasons including but not limited to inability to produce the Product, regulatory changes, or unforeseen business circumstances.

6.2 In the event of cancellation by Seller, Buyer's Deposit will be refunded in full to the original payment method within 10 days, and Seller shall have no further liability to Buyer.

**\*\*7. Governing Law and Dispute Resolution\*\***

7.1 This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to its conflict of law principles.

7.2 Any disputes arising under or related to this Agreement shall be resolved through binding arbitration in Delaware, conducted in accordance with the rules of the American Arbitration Association, unless otherwise agreed by the parties in writing.

**\*\*8. Miscellaneous\*\***

8.1 **\*\*Entire Agreement:\*\*** This Agreement constitutes the entire understanding between Buyer and Seller regarding the pre-sale of the Product and supersedes all prior agreements or understandings, whether written or oral.

8.2 **\*\*Amendments:\*\*** Seller reserves the right to amend this Agreement with reasonable notice to Buyer, provided such amendments do not retroactively affect Buyer's refund rights under Section 3.

8.3 **\*\*Force Majeure:\*\*** Seller shall not be liable for delays or failure to perform due to causes beyond its reasonable control, including but not limited to acts of God, natural disasters, pandemics, economic or governmental actions.

8.4 **\*\*Assignment:\*\*** Buyer may not assign this Agreement or any rights hereunder without the prior written consent of Seller. Seller may assign this Agreement to a successor entity in its discretion.

8.5 **\*\*Notices:\*\*** All notices under this Agreement shall be sent to Seller at support@getfits.io and to Buyer at the email address provided during pre-order.

**\*\*9. Acknowledgment\*\***

By submitting a pre-order and paying the Deposit, Buyer acknowledges that they have read, understood, and agreed to be bound by the terms of this Agreement.