

LUXREUM TOKEN PURCHASE AGREEMENT

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DISCLAIMERS

PLEASE READ THIS AGREEMENT CAREFULLY BEFORE MAKING ANY PAYMENTS FOR TOKENS, AS IT AFFECTS YOUR OBLIGATIONS AND LEGAL RIGHTS, INCLUDING, BUT NOT LIMITED TO, WAIVERS OF RIGHTS AND LIMITATION OF LIABILITY.

IF YOU DO NOT AGREE WITH THIS DOCUMENT, YOU SHALL NOT MAKE ANY PAYMENTS FOR TOKENS.

PLEASE TAKE INDEPENDENT LEGAL ADVICE BEFORE ENTERING INTO THIS AGREEMENT.

NOTE THAT PURCHASERS OF TOKENS ARE WAIVING PURCHASER'S RIGHTS AND CLAIMS, AND INDEMNIFYING, THE COMPANY.

NOTE THAT THIS AGREEMENT CONTAINS BINDING ARBITRATION PROVISIONS AND A CLASS ACTION WAIVER, WHICH AFFECT PURCHASER'S LEGAL RIGHTS.

IF YOU DO NOT AGREE TO ALL OF THE TERMS IN THIS AGREEMENT, DO NOT ENTER INTO THIS AGREEMENT.

This Token Purchase Agreement (this “**Agreement**”) contains the terms and conditions that govern your use of the distribution smart contract (the “**Distribution Contract**”); and purchase of the related ERC-20 compatible tokens distributed on the Ethereum blockchain (the “**Tokens**”) and is an agreement between you or the entity that you represent (“**Purchaser**” or “**You**”) and Luxreum (“**Luxreum**” together with its parent company, subsidiaries and affiliates, “**Company**”). Purchaser, Luxreum and Company are herein referred to individually as a “**Party**” and collectively, as the “**Parties**”.

RECITALS

WHEREAS, Luxreum is a corporation engaged in the business of creating a blockchain based service (“**Project**”);

WHEREAS, Luxreum plans to create and distribute and ERC-20 compatible multiutility token for use; and

WHEREAS, Luxreum desires to sell, and Purchaser desires to purchase a certain number of the Tokens on the terms and subject to the conditions set forth herein;

NOW, THEREFORE, in consideration of the foregoing, the covenants set forth in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows.

AGREEMENT

MATTERS RELATING TO THE LUXREUM PLATFORM

- Luxreum is developing the LUXREUM Platform (the “LUXREUM Platform”) as further described in the LUXREUM Technical White Paper (as it may be amended from time to time) (the “White Paper”);
- at the end of its development stage, Luxreum will be releasing the LUXREUM Platform it has developed;
- any launch and implementation of the LUXREUM Platform may occur by third parties unrelated to Company;
- third parties launching on the LUXREUM Platform may delete, modify or supplement the LUXREUM Platform prior to, during or after launching on the LUXREUM Platform; and
- Company will have no control over when, how or whether the LUXREUM Platform is adopted or implemented, or how, when or whether the LUXREUM Platform is launched when it is launched by third parties.

BINDING AGREEMENT

- Purchaser understands and agrees that Purchaser is subject to and bound by this Agreement by virtue of Purchaser’s purchase of LUXREUM Tokens.

RESTRICTED PURCHASERS

- LUXREUM Tokens are not being offered or distributed to U.S. persons (as defined further below) or Chinese persons (as defined further below). If you are citizen, resident of, or a person located or domiciled in, the United States of America including its states, territories or the District of Columbia or any entity, including, without limitation, any corporation or partnership created or organized in or under the laws of the United States of America, any state or territory thereof or the District of Columbia (a “U.S. person”), or, if you are citizen, resident of, or a person located or domiciled in, or any entity, including, without limitation, any corporation or partnership created or organized in or under the laws of the People’s Republic of China (a “Chinese person”), do not purchase or attempt to purchase LUXREUM Tokens. Exceptions may apply (as defined further in this Agreement).

LUXREUM TOKENS HAVE NO RIGHTS, USES OR ATTRIBUTES

- The LUXREUM Tokens do not have any rights, uses, purpose, attributes, functionalities or features, express or implied, including, without limitation, any uses, purpose, attributes, functionalities or features on the LUXREUM Platform. Company does not guarantee and is not representing in any way to Purchaser that the LUXREUM Tokens have any rights, uses, purpose, attributes, functionalities or features.

NOT A PURCHASE OF LUXREUM OR THE LUXREUM PLATFORM

- LUXREUM Tokens purchased under this Agreement do not represent shares or entitlement to claims, services, goods or rights on the LUXREUM Platform. Purchaser acknowledges, understands and agrees that Purchaser should not expect and there is no guarantee or representation made by Company that Purchaser will receive any other product, service, rights, attributes, functionalities, features or assets of any kind whatsoever, including, without limitation, any cryptographic tokens or digital assets now or in the future whether through receipt, exchange, conversion, redemption or otherwise.

PURCHASE OF LUXREUM TOKENS ARE NON-REFUNDABLE AND PURCHASES CANNOT BE CANCELLED. PURCHASER MAY LOSE ALL AMOUNTS PAID. LUXREUM TOKENS MAY HAVE NO VALUE.

COMPANY RESERVES THE RIGHT TO REFUSE OR CANCEL ANY TOKEN PURCHASE REQUESTS AT ANY TIME IN ITS SOLE DISCRETION WITHOUT ANY EXPLANATION OR REASON WHATSOEVER.

PLEASE READ THE RISKS SET FORTH IN THIS AGREEMENT CAREFULLY AND IN THEIR ENTIRETY. THIS AGREEMENT INCLUDES PRE-DISPUTE RESOLUTION IN SECTION X AND REQUIRES ARBITRATION IN SECTION X.

YOUR TRANSFER OF THE PAYMENT FOR THE TOKENS WILL CONSTITUTE YOUR WILLINGNESS TO ENTER INTO THE AGREEMENT WITH OUR COMPANY UNDER THE TERMS AND CONDITIONS SET OUT THEREIN.

IF OUR COMPANY AGREES TO YOUR OFFER MADE IN A SPECIFIED MANNER, IT WILL DISTRIBUTE THE TOKENS TO YOU SUBJECT TO THE TERMS AND CONDITIONS SET OUT IN THE AGREEMENT. YOUR RECEIPT OF THE TOKENS (AS IT DEFINED BELOW) SHALL CONSTITUTE DUE CONCLUSION OF THE AGREEMENT IN RESPECT OF SUCH TOKENS.

IF OUR COMPANY FOR WHATEVER REASON REJECTS YOUR OFFER, THE AGREEMENT SHALL NOT BE DEEMED AS CONCLUDED AND YOUR FUNDS WILL BE REFUNDED. IN THIS CASE, ANY REFUNDS MADE IN YOUR FAVOR WILL BE REDUCED BY AN AMOUNT OF ANY EXPENSES THAT COMPANY HAS INCURRED OR MAY INCUR IN FUTURE IN THIS REGARD, INCLUDING ANY EXCHANGE FEES, BANK FEES, AGENCY AND BROKERAGE FEES, REMUNERATIONS, TAXES, CHARGES, FEES FOR BLOCKCHAIN TRANSACTIONS, ETC. OUR COMPANY IS FREE TO REJECT ANY OF YOUR OFFERS, EVEN IF IT IS MADE IN A PROPER MANNER.

1. ACCEPTANCE OF AGREEMENT AND PURCHASE OF TOKENS

- 1.1. This Agreement shall be effective and binding on the Parties when Purchaser: (a) clicks the check box on the official <http://luxreum.io/> website (the “Website”) to indicate that Purchaser has read, understands and agrees to the terms of this Agreement; or, if earlier (b) upon Company’s receipt of payment for Tokens from Purchaser. Purchaser agrees to be bound on this basis, and confirms that Purchaser has read in full and understands this Agreement and the terms on which Purchaser is bound.
- 1.2. In addition to this Agreement, the Company has established its Terms of Use, as may be amended from time to time, that govern the terms and conditions by which Purchaser uses the Website located at <http://luxreum.io/> which are hereby incorporated by reference. Purchaser has read, understands and agrees to those terms as well.
- 1.3. Notwithstanding the fact that the Technical White Paper of the Company, located at <http://luxreum.io/> as may be amended from time to time, is not a legally binding document, it describes matters relating to the LUXREUM Platform and the LUXREUM Tokens. Purchaser has read and understands the White Paper and its contents.
- 1.4. No Partner Relationship between Buyer and Company Parties. Company and Buyer are independent contractors, and neither party hereto, nor any of their respective affiliates, is an agent of the other for any purpose somehow related to this Agreement or has the authority to bind the other.
- 1.5. Purchasing of the Tokens from Company does not create any form of partnership, joint venture or any other similar relationship between Buyer and a Company Party.

2. LUXREUM TOKEN ALLOCATION AND DISTRIBUTION

- 2.1. Allocation and Distribution of LUXREUM Tokens. Luxreum intends to allocate and distribute LUXREUM Tokens (the “LUXREUM Token Distribution”) in accordance with the material specifications as set forth in Exhibit A to this Agreement which includes details regarding the timing (the “LUXREUM Distribution Period”) and pricing of the LUXREUM Token Distribution and the amount of LUXREUM Tokens that will be distributed. During the LUXREUM Distribution Period, Luxreum will provide specific procedures on how Purchaser should purchase LUXREUM Tokens through the official Website. By purchasing LUXREUM Tokens, Purchaser acknowledges and understands and has no objection to such procedures and material specifications. Failure to use the official Website and follow such procedures may result in Purchaser not receiving any LUXREUM Tokens. Any Purchaser of LUXREUM Tokens may lose some or all of the amounts paid in exchange for LUXREUM Tokens, regardless of the purchase date. The access or use of the LUXREUM Distribution Contract, access or use of the LUXREUM Token Contract and/or the receipt or purchase of LUXREUM through any other means other than the official Website are not sanctioned or agreed to in any way by the Luxreum Parties. Purchaser should take great care that the website used to purchase LUXREUM Tokens has the following universal resource locator (URL): <http://luxreum.io>.
- 2.2. No U.S. or Chinese Purchasers. The LUXREUM Tokens are not being offered to U.S. persons or Chinese persons. U.S. persons and Chinese persons are strictly prohibited and restricted from using the LUXREUM Distribution Contract, using the LUXREUM Token Contract and/or purchasing LUXREUM Tokens and Company is not soliciting purchases by U.S. persons or Chinese persons in any way. If a U.S. person or a Chinese person uses the LUXREUM Distribution Contract, uses the LUXREUM Token Contract and/or purchases LUXREUM Tokens, such person has done so and entered into this Agreement on an unlawful, unauthorized and fraudulent basis and this Agreement is null and void. Company is not bound by this Agreement if this Agreement has been entered into by a U.S. person or a Chinese person as Purchaser or Purchaser has entered into this Agreement or has purchased LUXREUM Tokens on behalf of a U.S. person or a Chinese person, and Company may take all necessary and appropriate actions, in its sole discretion, to invalidate this Agreement, including referral of information to the appropriate authorities. Any U.S. person or Chinese person who uses the LUXREUM Distribution Contract, uses the LUXREUM Token Contract and/or purchases LUXREUM Tokens or enters this Agreement on an unlawful, unauthorized or fraudulent basis shall be solely liable for, and shall indemnify, defend and hold harmless Luxreum

and Luxreum's respective past, present and future employees, officers, directors, contractors, consultants, equity holders, suppliers, vendors, service providers, parent companies, subsidiaries, affiliates, agents, representatives, predecessors, successors and assigns (collectively, the "Luxreum Parties") from any damages, losses, liabilities, costs or expenses of any kind, whether direct or indirect, consequential, compensatory, incidental, actual, exemplary, punitive or special and including, without limitation, any loss of business, revenues, profits, data, use, goodwill or other intangible losses (collectively, the "Damages") incurred by a Luxreum Party that arises from or is a result of such U.S. person's or Chinese person's unlawful, unauthorized or fraudulent use of the LUXREUM Distribution Contract, unauthorized use of the LUXREUM Token Contract and/or the receipt or purchase of LUXREUM Tokens.

- 2.3.** Allocation and Sale of LUXREUM Tokens to Luxreum Parties. Purchaser understands and consents to the participation of the Company's past, present and future employees, officers, directors, contractors, consultants, equity holders, suppliers, vendors and service providers in the purchase of LUXREUM Tokens, including people who may work on the development and implementation of the LUXREUM Platform or who may work for Luxreum's future businesses which Luxreum may establish with a portion of the proceeds from the LUXREUM Token Distribution. All such Luxreum Parties will participate on the same terms as every other Purchaser of LUXREUM Tokens and will be bound by this Agreement.
- 2.4.** No Representations and Warranties. The LUXREUM Tokens will be distributed to Purchasers thereof pursuant to the LUXREUM Distribution Contract and the LUXREUM Token Contract. None of the Luxreum Parties makes any representations or warranties, express or implied, including, without limitation, any warranties of title or implied warranties of merchantability or fitness for a particular purpose with respect to the LUXREUM Distribution Contract, the LUXREUM Token Contract or the LUXREUM Tokens or their utility, or the ability of anyone to purchase or use the LUXREUM Tokens. Without limiting the foregoing, none of the Luxreum Parties represent or warrant that the process of purchasing the LUXREUM Tokens or receiving the LUXREUM Tokens will be uninterrupted or error-free or that the LUXREUM Tokens are reliable and error-free. As a result, Purchaser acknowledges and understands that Purchaser may never receive LUXREUM Tokens and may lose the entire amount Purchaser paid to Company. Purchaser shall provide an accurate digital wallet address to Company for receipt of any LUXREUM Tokens distributed to Purchaser pursuant to the LUXREUM Distribution Contract and the LUXREUM Token Contract.
- 2.5.** Not an Offering of Securities, Commodities, or Swaps. The sale of LUXREUM Tokens and the LUXREUM Tokens themselves are not securities, commodities, swaps on either securities or commodities or a financial instrument of any kind. Purchases and sales of LUXREUM Tokens are not subject to the protections of any laws governing those types of financial instruments. This Agreement and all other documents referred to in this Agreement including the White Paper do not constitute a prospectus or offering document, and are not an offer to sell, nor the solicitation of an offer to buy an investment, a security, commodity, or a swap on either a security or commodity.
- 2.6.** Not an Investment. Purchaser should not participate in the LUXREUM Token Distribution or purchase LUXREUM Tokens for investment purposes. LUXREUM Tokens are not designed for investment purposes and should not be considered as a type of investment. Within twenty-three (23) hours from the end of the LUXREUM Distribution Period, all LUXREUM Tokens will no longer be transferable and the LUXREUM Token Contract will prevent all further transfers and public key mappings. At this point, the distribution of LUXREUM Tokens will be complete. Purchaser acknowledges, understands and agrees that Purchaser should not expect and there is no guarantee or representation or warranty by Company that: (a) the LUXREUM Platform will ever be adopted; (b) the LUXREUM Platform will be adopted as developed by Luxreum and not in a different or modified form; (c) a blockchain utilizing or adopting the LUXREUM Platform will ever be launched; and (d) a blockchain will ever be launched with or without changes to the LUXREUM Platform and with or without a distribution matching the fixed, non-transferable LUXREUM Token balances. Furthermore, LUXREUM Tokens will not have any functionality or rights on the LUXREUM Platform and holding LUXREUM Tokens is not a guarantee, representation or warranty that the holder will be able to use the LUXREUM Platform, or receive any tokens utilized on the LUXREUM Platform, even if the LUXREUM Platform is launched and the LUXREUM Platform is adopted, of which there is no guarantee, representation or warranty made by Company.

2.7. Not for Speculation. Purchaser acknowledges and agrees that Purchaser is not purchasing LUXREUM Tokens for purposes of investment, speculation, as some type of arbitrage strategy, for immediate resale or other financial purposes.

3. LEGAL STATUS OF TOKENS

3.1. Restricted Use of Tokens

3.1.1. Tokens issued by the Company are only meant to be used:

3.1.1.1. to enable usage of and interaction with the Platform and to support its development, testing, deployment, and operation as it is strictly described in the White Paper;

3.1.1.2. to obtain services as set out in the White Paper.

3.1.2. Hereby Purchaser accepts explicitly and agrees that:

3.1.2.1. it is the responsibility of solely Purchaser to determine if Purchaser can legally purchase the Tokens in his jurisdiction and whether Purchaser can then resell the Tokens to another purchaser in any given jurisdiction;

3.1.2.2. Purchaser is not acquiring the Tokens for any other uses or purposes, except for as specified in Article 3.1 of this Agreement;

3.1.2.3. none of the Company Parties has other obligations, except as expressly stated in this Agreement.

3.1.3. Important additional details regarding the Tokens, the Services, and the Platform are provided in the White Paper.

3.2. No Rights Created by the Tokens

3.2.1. Ownership of the Tokens carries no rights, express or implied, other than the right to use the Tokens as specified in Article 3.1. In particular, the Tokens:

3.2.1.1. do not provide Purchaser with rights of any form with respect to any of the Company Parties or its revenues or assets, including any voting, distribution, redemption, liquidation, proprietary (including all forms of Intellectual Property), or other financial or legal rights;

3.2.1.2. do not represent a loan to any of the Company Parties;

3.2.1.3. do not provide Purchaser with any ownership or other interest in any of Company Parties.

3.2.2. Acquisition of the Tokens from Company does not present an exchange of payment (Cryptocurrencies or Fiat Currencies) for any form of shares in any of Company Parties or the Intellectual Property.

3.2.3. For the avoidance of doubt and irrespective of the provisions of the White Paper, Purchaser is not entitled to any guaranteed form of dividends, revenue distributions, and/or voting rights.

3.2.4. For the purpose of this Agreement, the Tokens shall be viewed as software with cryptographic elements that is sold out as a utility appliance for the Platform.

3.3. Not for Investment Purposes

3.3.1. Although the Tokens may be tradable, they are not an investment, currency, security, commodity, a swap on a currency, security or commodity or any other kind of financial instrument. The Tokens are not intended to be

marketed, offered for sale, purchased, sold, or traded in any jurisdiction where they are prohibited by applicable laws.

3.3.2. The Tokens may be exchangeable on cryptographic token exchanges. However, none of Company Parties give warranties or representations that the Tokens will be exchangeable on such exchanges.

3.3.3. This Agreement does not constitute a prospectus of any sort, is not a solicitation for investment and does not pertain in any way to an initial public offering or a share/equity offering and does not pertain in any way to an offering of securities in any jurisdiction.

3.4. Funds Collected through the TokenSale

3.4.1. Funds collected through the Token Sale will be utilized by Company and other Company Parties in their sole discretion according to the plan specified in the White Paper.

3.5. Possibility of Change to Functionality of Tokens

3.5.1. The Company Parties are in the process of undertaking a legal and regulatory analysis of the functionality of the Tokens. Following the conclusion of this analysis, the Company Parties may decide to amend the intended functionality of the Tokens in order to ensure compliance with any legal or regulatory requirements to which the Tokens are subject. The Company Parties shall publish a notice on Website of any changes to the functionality of Tokens.

3.5.2. It is the responsibility of the Purchaser to check any and all changes related to the aforementioned.

4. TOKEN SALE PROCEDURE

4.1. General Provisions

4.1.1. By sending the payment for the Tokens, Purchaser acknowledges that he understands and has no objection to these procedures and material specifications. Failure to follow such procedures may result in Purchaser not receiving any Tokens.

4.1.2. Purchaser's purchase of the Tokens from Company during the Token Sale period is final, and there are no refunds or cancellations except as provided in the binding legal documentation published on the Website or may be required by applicable law or regulation. This does not apply if Purchaser was not eligible to purchase tokens in the first place.

4.1.3. Company reserves the right to refuse or reject the offers on acquisition of the Tokens at any time at Company's sole discretion.

4.1.4. To the extent that Company refuses or rejects the offers on acquisition of the Tokens, Company will exercise reasonable endeavors to procure that the transferred payment is refunded to the Purchaser (Invitee) in the amount defined in accordance with this document and an agreement with the escrow agent. However, Company does not warrant, represent or offer any assurances that Company will successfully be able to recover and/or return any such transfers.

4.1.5. At any time prior to the expiration of the Token Sale, Company may either temporarily suspend or permanently abort the Token Sale for security reasons. Any suspension or abort of the Token Sale shall be deemed to commence from the moment that Company publishes a notice to that effect on the Website.

4.1.6. Purchaser shall provide an accurate digital wallet address to Company for receipt of any Tokens distributed to Purchaser pursuant to this Agreement.

4.1.7. Reserve tokens are intended to stimulate the platform, therefore they will be locked for a period of 12 months.

4.2. Eligibility

4.2.1. The Tokens are not being offered or distributed to, as well as can not be resold or otherwise alienated by their holders to the following restricted persons ("**Restricted Persons**"):

4.2.2. citizens of, natural and legal persons, having their habitual residence, location or their seat of incorporation in the United States of America (including its states and the district of Columbia), Puerto Rico, the Virgin Islands of the United States, or any other possessions of the United States of America (exceptions may apply);

4.2.2.1. citizens of, natural and legal persons, having their habitual residence, location or their seat of incorporation in the country or territory where transactions with digital tokens are prohibited or in any manner restricted by applicable laws or regulations, or will become so prohibited or restricted at any time after this Agreement becomes effective. Such jurisdictions may include, but are not limited to China, Singapore or India.

4.2.3. Notwithstanding the above rules set out in 4.2.1. the eligibility shall be further determined as follows.

4.2.3.1. In order to be eligible to participate in the Company's token sale, Purchaser must have an Ethereum wallet that supports the ERC-20 standard in order to receive any Tokens purchased from Company (the "Token Receipt Address"). Company reserves the right to prescribe additional guidance regarding specific wallet requirements.

4.2.3.2. In order to be eligible to participate in the Company's Token sale, Purchaser must be eighteen (18) years of age.

4.2.3.3. In order to be eligible to participate in the Company's Token sale, Purchaser must also enter all required personal information in the purchase flow and thereafter, including name, date of birth, address, etc and provide any requested identity verification documents requested by the Company in order to satisfy their "know your customer" requirements within twelve (12) months of the Purchaser's contribution.

4.2.3.4. You are not eligible and you are not to purchase any Tokens, unless you are an "Accredited Investor" as that term is defined in the Securities Act of 1933, if you are a green card holder of the United States or a citizen or resident (tax or otherwise) of the United States of America, or other U.S. Person. "U.S. Person" is generally defined as a natural person, residing in the United States, including American Samoa, Guam, Northern Mariana Islands, Puerto Rico, U.S. Virgin Islands, or any entity organized or incorporated under the laws of the United States. U.S. citizens living abroad may also be deemed "U.S. Persons" under certain rules.

4.2.3.5. The Restricted Persons are strictly prohibited and restricted from purchasing and using the Tokens and Company Parties are not soliciting purchases and usage by Restricted Persons in any way.

4.2.4. It is solely Purchaser's obligation to verify at the time of making payment for the Tokens:

4.2.4.1. whether or not Purchaser or a person he represents is a Restricted Person;

4.2.4.2. whether or not Purchaser is allowed to purchase the Tokens under the applicable laws and regulations; and

4.2.4.3. whether or not Purchaser is allowed by applicable laws and regulations to use the Tokens in the manner specified on the Website.

4.2.5. If a Restricted Person purchases the Tokens, such Restricted Person has done so on an unlawful, unauthorized and fraudulent basis. In such a case, any transactions and operations entered into by the Restricted Person in respect of the Tokens shall be null and void.

4.2.6. None of the Company Parties shall be bound by a transaction or an operation, and respective Company Party may, in its sole discretion:

- 4.2.6.1. take all necessary and appropriate actions to apply and enforce the consequences of the void transactions and operations specified above;
 - 4.2.6.2. notify the relevant authorities on the transaction or the operation in question; and
 - 4.2.6.3. retain all the funds paid by the Restricted Person and either freeze them until the situation is resolved by the respective authority or transfer to the account specified by the relevant financial authority, or apply to cover inflicted losses or discharge liabilities, or refund to the payer of the funds in accordance with the applicable legislation and provisions of this Agreement.
- 4.2.7. Any Restricted Person purchasing the Tokens shall be solely liable for Damages caused to Company Parties and shall indemnify, defend and hold harmless Company Parties from any Damages, losses, and expenses incurred by Company Parties that arise from or are the result of such Restricted Person's purchase of the Tokens.
 - 4.2.8. Company neither offer or distribute the Tokens nor carry on a business (activity) in any regulated activity in countries and territories where transactions in respect of, or with use of, digital tokens fall under the restrictive regulations or require from Company to be registered or licensed with any applicable governmental authorities.

5. ACKNOWLEDGMENT AND ASSUMPTION OF RISKS

- 5.1.1. Purchaser acknowledges and agrees that there are risks associated with purchasing the Tokens, holding the Tokens, and using the Tokens for receiving the Services. By sending the payment for the Tokens, Purchaser expressly acknowledges and assumes these risks.

6. SECURITY OF PURCHASER'S TOKENS

- 6.1.1. Purchaser shall implement reasonable measures for securing the wallet, vault or other storage mechanism utilized to receive and hold the purchased Tokens.
- 6.1.2. In the event that Purchaser is no longer in possession of Purchaser's private keys or any device associated with Purchaser's account or is not able to provide Purchaser's login or identifying credentials, Purchaser may lose all of Purchaser's Tokens and/or access to Purchaser's account. Company Parties are under no obligation to recover any Tokens and are not liable for such loss of Purchaser's Tokens.

7. KNOW-YOUR-CUSTOMER AND ANTI-MONEY LAUNDERING

- 7.1.1. Company reserves the right to conduct "Know Your Customer" and "Anti-Money Laundering" checks on Purchasers (Invitees) if deemed necessary or it becomes required by the applicable laws.
- 7.1.2. Upon any Company Party's request, Purchaser shall immediately provide to respective Company Party information and documents that such Company Party, in its sole discretion, deems necessary or appropriate to conduct "Know Your Customer" and "Anti-Money Laundering" checks. Such documents may include, but are not limited to, passports, driver's licenses, utility bills, photographs of associated individuals, government identification cards or sworn statements. Company may, in its sole discretion, refuse to distribute Tokens to Purchaser (Invitee) until these requests are fulfilled.
- 7.1.3. Company reserves the right to refuse or reject the offer on acquisition of the Tokens from Purchaser (Invitee) that, according to the information available to Company Parties, is suspected in receiving the funds used for the Token purchase or in using the Tokens or the Platform, with the aim of money laundering, terrorism financing, or any other illegal activity. In addition, Company has the right to use any possible efforts for preventing the money laundering and terrorism financing, including blocking of Purchaser's (Invitee's) Ethereum ERC20 Wallet, disclosing any information about such Purchaser (Invitee) to the state authorities on their request, etc.

- 7.1.4.** All payments by Purchaser (Invitee) under this document shall be made only in Purchaser's name, from a digital wallet or bank account not located in a country or territory that has been designated as a "non-cooperative country or territory" by the Financial Action Task Force, and is not a "foreign shell bank" within the meaning of the U.S. Bank Secrecy Act (31 U.S.C. § 5311 et seq.), as amended, and the regulations promulgated thereunder by the Financial Crimes Enforcement Network, as such regulations may be amended from time to time.
- 7.1.5.** With respect to the aforementioned "Know Your Customer" and "Anti-Money Laundering" provisions of this agreement, Company undertakes to ensure knowing its customers by obtaining satisfactory evidence of their identity and having effective procedures to verify the authenticity of the information furnished by new customers; to ensure that its business is conducted in conformity with high ethical standards, that laws and regulations are adhered to, and that service is not provided where there is good reason to believe that transactions are associated with money laundering activities. Company will cooperate fully with law enforcement agencies by, among others, taking appropriate measures allowed by law if there are reasonable grounds for suspecting money laundering. Company will adopt policies consistent with the principles set out in this agreement, and ensure that its staff, wherever located, are informed of these policies and adequately trained in matters covered herein. Company will implement specific procedures for customer identification, record keeping and retention of transaction documents and reporting of covered and suspicious transactions.

8. PURCHASER'S RESPONSIBILITY FOR TAXES

- 8.1.1.** The purchase price that Purchaser pays for the Tokens is exclusive of all applicable taxes. Purchaser is solely responsible for determining what, if any, taxes apply to the purchase of the Tokens.
- 8.1.2.** Purchaser is responsible for withholding, collecting, reporting and remitting the correct taxes arising from the purchase of the Tokens to the appropriate tax authorities.
- 8.1.3.** None of Company Parties bear liability or responsibility with respect to any tax consequences to Purchaser arising from the purchase of the Tokens.

9. REPRESENTATIONS AND WARRANTIES

9.1. Purchaser's Representations and Warranties

- 9.1.1.** By sending the payment for the Tokens, Purchaser represents and warrants to each of the Company Parties that each of the following representations and warranties is true, accurate and not misleading on the date when such sending has occurred and on the date of conclusion of this Agreement:

9.2. Purchaser's Awareness of Transaction, Technology, and Risks

- 9.2.1.** Purchaser has read and understand this Agreement, the White Paper, the Terms of Use and the Privacy Policy.
- 9.2.2.** Purchaser has sufficient understanding of the functionality, usage, storage, transmission mechanisms and other material characteristics of cryptographic tokens, token storage mechanisms (such as token wallets), blockchain technology and blockchain-based software systems to understand this Agreement and to appreciate the risks and implications of purchasing the Tokens.
- 9.2.3.** Purchaser has obtained sufficient information about the Tokens to make an informed decision to purchase the Tokens.
- 9.2.4.** Purchaser understands that the value of the Tokens over time may experience extreme volatility or depreciate in full.

9.3. Authority to Enter into Agreement (Notwithstanding the criteria of eligibility set out in Article 4. of this Agreement)

- 9.3.1. Purchaser has all requisite power and authority to execute and deliver this Agreement, to purchase the Tokens, and to carry out and perform his obligations under this Agreement.
- 9.3.2. If an individual, Purchaser is at least 18 years old and of sufficient legal age and capacity to purchase the Tokens.
- 9.3.3. If a legal entity, Purchaser is duly organized, validly existing and in good standing under the laws of its domiciliary jurisdiction and each jurisdiction where it conducts business. The person purchasing the Tokens on behalf of the legal entity is duly authorized to accept this Agreement on such entity's behalf and that such entity will be responsible for breach of this Agreement.

9.4. Purchaser is not a Restricted Person

- 9.4.1. Purchaser is not a Restricted Person.

9.5. Compliance with Applicable Laws and Regulations

- 9.5.1. The entering into and performance of this Agreement will not result in any violation of, be in conflict with, or constitute a material default under, with or without the passage of time or the giving of notice:
 - 9.5.1.1. Any provision of Purchaser's constituent documents, if applicable;
 - 9.5.1.2. Any provision of any judgment, decree or order to which Purchaser is a party, by which it is bound, or to which any of its material assets are subject;
 - 9.5.1.3. Any material agreement, obligation, duty or commitment to which Purchaser is a party or by which it is bound;
 - 9.5.1.4. Any foreign exchange, anti-money laundering or regulatory restrictions applicable to purchase of the Tokens; or
 - 9.5.1.5. Any laws, regulations or rules applicable to Purchaser.
- 9.5.2. Purchaser will comply with any applicable tax obligations in Purchaser's jurisdiction arising from the respective purchase of the Tokens. Notwithstanding the above, Company is not obliged to follow up on the obligations related to paying taxes from the respective purchase of the Tokens.
- 9.5.3. Purchaser will comply with all applicable anti-money laundering and counter-terrorism financing requirements.
- 9.5.4. The execution and delivery of, and performance under, this Agreement require no approval or other action from any governmental authority or person other than Purchaser.

9.6. Purpose of Purchasing Tokens

- 9.6.1. Purchaser agrees and certifies that the Purchaser is acquiring the Tokens for its own personal use and utility, to participate in the Platform and not for investment or financial purposes.

9.7. Legal Source of the Funds used for the Purchase

- 9.7.1. The funds, including any digital assets, fiat currency, virtual currency or Cryptocurrency, Purchaser uses to purchase the Tokens are not derived from or related to any unlawful activities, including but not limited to money laundering or terrorist financing, and Purchaser will not use the Tokens to finance, engage in, or otherwise support any unlawful activities.

9.7.2. Purchaser agrees that if their country of residence or other circumstances change such that any of the representations and warranties specified in Article 9.1.1. are no longer accurate, that Purchaser will immediately cease using the Platform.

9.8. No Company Parties' Representations and Warranties

9.8.1. Purchaser hereby acknowledges and agrees that the Tokens are sold on an "as is", "as available" and "with all faults" basis and Purchaser purchases the Tokens exclusively at his own risk without any express or implied representations and/or warranties of any kind by Company Parties.

9.8.2. Company and other Company Parties (if applicable) expressly disclaim all express and implied warranties and representations as to the Tokens and the Platform. None of the Company Parties make any representations or warranties, express or implied.

9.8.3. Without limiting the above, none of the Company Parties represent or warrant that the process of payment of the Tokens or receiving the Tokens will be uninterrupted, error-free, free or shall remain free of viruses or other harmful components, or that the Tokens are reliable and error-free. As a result, Purchaser acknowledges and understands that Purchaser may lose the entire amount Purchaser paid to Company.

10. LIMITATION OF LIABILITY

PLEASE READ THE FOLLOWING PARAGRAPH CAREFULLY BECAUSE IT REQUIRES YOU TO ARBITRATE DISPUTES WITH US AND IT LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF.

10.1. Limitation of Company Parties' Liability

10.1.1. To the fullest extent permitted by applicable law:

10.1.1.1. in no event will any of Company Parties be liable for any Damages arising out of or in any way related to the sale or use of the Tokens, use of the Platform or otherwise related to this Agreement, regardless of the form of action, whether based in contract, tort (including simple negligence, whether active, passive or imputed), or any other legal or equitable theory (even if the party has been advised of the possibility of such Damages and regardless of whether such Damages were foreseeable); and

10.1.1.2. in no event will the aggregate liability of the Company Parties (jointly), whether in contract, warranty, tort (including negligence, whether active, passive or imputed), or other theory, arising out of or relating to this Agreement or the use of or inability to use the Tokens or the Platform, exceed the amount you pay to Company for the Tokens.

10.1.2. To the fullest extent permitted by applicable law, Purchaser disclaims any right or cause of action against any of the Company Parties of any kind in any jurisdiction that would give rise to any Damages whatsoever, on the part of any Company Party.

10.1.3. Company will not be liable for any delay or failure to perform any obligation under this Agreement where the delay or failure results from any cause beyond Company's reasonable control.

10.1.4. If applicable law does not allow all or any part of the above limitation of liability to apply to Purchaser, the limitations will apply to Purchaser only to the extent permitted by applicable law.

10.1.5. Purchaser understands and agrees that it is Purchaser's obligation to ensure compliance with any legislation relevant to his country of domicile concerning purchase and use of the Tokens and that Company Parties should not accept any liability for any illegal or unauthorized purchase or use of the Tokens.

10.2. Indemnification for Losses Incurred by a Company Party

- 10.2.1.** To the fullest extent permitted by applicable law, Purchaser will indemnify, defend and hold harmless and reimburse Company Parties from and against any and all claims, demands, actions, Damages, losses, costs and expenses (including attorneys' fees) incurred by a Company Party arising from or relating to:
 - 10.2.1.1.** Purchaser's purchase or use of the Tokens or the Platform;
 - 10.2.1.2.** Purchaser's responsibilities or obligations under this Agreement, the Terms of Use or the Privacy Policy;
 - 10.2.1.3.** Purchaser's violation of this Agreement, the Terms of Use or the Privacy Policy;
 - 10.2.1.4.** Any inaccuracy in any representation or warranty of Purchaser;
 - 10.2.1.5.** Purchaser's violation of any rights of any other person or entity; and/or
 - 10.2.1.6.** Any act or omission of Purchaser that is negligent, unlawful or constitutes willful misconduct.
- 10.2.2.** Company reserves the right to exercise sole control over the defense, at Purchaser's expense, of any claim subject to indemnification under Article 10.2. This indemnity is in addition to, and not in lieu of, any other indemnities set forth in a written agreement between Purchaser and Company.

10.3. Force Majeure - Vis Major - Acts of God

- 10.3.1.** Company Parties shall not be liable and disclaims all liability to Purchaser in connection with any force majeure event, including acts of God, labour disputes or other industrial disturbances, electrical, telecommunications, hardware, software or other utility failures, software or smart contract bugs or weaknesses, earthquakes, storms, or other nature-related events, blockages, embargoes, riots, acts or orders of government, acts of terrorism or war, technological change, changes in interest rates or other monetary conditions, and, for the avoidance of doubt, changes to any blockchain-related protocol.
- 10.3.2.** If an event of force majeure occurs, the party injured hereto by the other's inability to perform may elect to suspend this Agreement, in whole or part, for the duration of the force majeure circumstances. The party hereto experiencing the force majeure circumstances shall cooperate with and assist the injured party in all reasonable ways to minimize the impact of force majeure on the injured party.

10.4. Release

- 10.4.1.** To the fullest extent permitted by applicable law, Purchaser releases the Company Parties from responsibility, liability, claims, demands, and/or Damages (actual and consequential) of every kind and nature, known and unknown (including, but not limited to, claims of negligence), arising out of or related to disputes between Purchaser and Company Parties and the acts or omissions of third parties.
- 10.4.2.** Purchaser expressly waives any statute or common law principles that would otherwise limit the coverage of this release to include only those claims which Purchaser may know or suspect to exist in favor of Purchaser at the time of agreeing to this release.

11. GOVERNING LAW AND DISPUTE RESOLUTION

PLEASE READ THE FOLLOWING PARAGRAPH CAREFULLY BECAUSE IT REQUIRES YOU TO ARBITRATE DISPUTES WITH US AND IT LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF.

11.1. Applicable Law

- 11.1.1.** This Agreement will be governed by and construed and enforced in accordance with the laws of the Netherlands, without regard to conflict of law rules or principles (whether of the Dutch law or any other jurisdiction) that would cause the application of the laws of any other jurisdiction.

11.2. Informal Dispute Resolution

- 11.2.1.** Purchaser and Company shall cooperate in good faith to resolve any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity, interpretation, breach or termination, and any non-contractual obligation or other matter arising out of or in connection with it ("**Disputes**"). If the parties hereto are unable to resolve a Dispute within 90 days of notice of such Dispute being received by all parties hereto, such Dispute shall be finally settled in arbitration proceeding as stipulated in Articles 11.1-11.4.

11.3. No Class Arbitrations, Class Actions or Representative Actions

- 11.3.1.** Any Dispute is personal to Purchaser and Company and will be resolved solely through individual arbitration and will not be brought as a class arbitration, class action or any other type of representative proceeding. There will be no class arbitration or arbitration in which individual attempts to resolve a Dispute as a representative of another individual or group of individuals. Further, a Dispute cannot be brought as a class or other type of representative action, whether within or outside of arbitration, or on behalf of any other individual or group of individuals.

11.4. Arbitration Proceedings

- 11.4.1.** Any Dispute shall be referred to and finally resolved by arbitration under the Rules of the London Court of International Arbitration in force on the date on which the arbitration is commenced, which Rules are deemed to be incorporated by reference into this Article.
- 11.4.2.** The tribunal shall consist of three arbitrators. Each party hereto shall nominate one arbitrator. In the event that either of the two parties hereto fails to nominate an arbitrator within 30 days after the commencement of the arbitration proceedings, then the London Court of International Arbitration shall nominate an arbitrator on behalf of the party or parties hereto which have failed to nominate an arbitrator. The third arbitrator, who shall be the presiding arbitrator, shall be nominated by the two party-nominated arbitrators within 30 days of the last of their appointments.
- 11.4.3.** The seat of the arbitration shall be London, the United Kingdom. The language of the arbitration shall be English. Any award of the tribunal shall be final and binding from the day it is made.
- 11.4.4.** The parties hereto agree to keep confidential all matters relating to the arbitration, including related court proceedings, to the greatest extent practicable.

12. TERMINATION OF AGREEMENT

This Agreement shall terminate upon the performance of all obligations of the parties hereof. In addition to the cases stated herein, Company reserves the right to terminate this Agreement at any time in its sole discretion, including in the event that Purchaser breaches this Agreement.

- 12.1.1.** Upon termination of this Agreement:

12.1.1.1. All of Purchaser's rights under this Agreement immediately terminate;

12.1.1.2. Purchaser is not entitled to a refund of any amount paid, unless otherwise strictly provided herein.

13. MISCELLANEOUS

13.1. Entire Agreement

- 13.1.1. This Agreement together with the White Paper and other documents that might be published from time to time on the Website constitutes the entire agreement between Purchaser and Company relating to purchase of the Tokens from Company.
- 13.1.2. To the extent this Agreement conflicts with the Website or any other document published from time to time on the Website (including but not limited to the White Paper), this Agreement prevails.
- 13.1.3. This Agreement supersedes all prior or contemporaneous representations, understandings, agreements, or communications between Purchaser and any of the Company Parties, whether written or verbal, regarding the subject matter of this Agreement.

13.2. Severability

- 13.2.1. Should any provision of this Agreement, or any provision incorporated into this Agreement in the future, be or become illegal, invalid or unenforceable under the laws of any jurisdiction, the legality, validity or enforceability in that jurisdiction of the other provisions of this Agreement shall not be affected thereby.

13.3. Amendments to Agreement

- 13.3.1. Company reserves the right to change, modify, add, or remove portions of this Agreement for any reason at any time during the Token Sale and afterwards by posting the amended Agreement on the Website. The revised version will be effective at the time Company posts it unless indicated otherwise.

13.4. Assignment of Rights and Obligations

- 13.4.1. Company may assign Company's rights and obligations under this Agreement without Purchaser's consent.

13.5. No Company's Waiver of Rights

- 13.5.1. Company's failure to exercise or enforce any right or provision of this Agreement will not operate as a waiver of such right or provision and will not limit Company's right to enforce such right or provision at a later time. All waivers by Company must be unequivocal and in writing to be effective.

13.6. Third Party Rights

- 13.6.1. Except as otherwise provided herein, this Agreement is intended solely for the benefit of Purchaser and Company and is not intended to confer third-party beneficiary rights upon any other person or entity.

13.7. Notices

- 13.7.1. All notices, requests, claims, demands and other communications concerning this Agreement ("**Notices**") that a Company Party provides to Purchaser, including this Agreement, will be provided in electronic form by:
 - 13.7.1.1. Posting a Notice on the Website; or
 - 13.7.1.2. Sending an email to the email address associated with Purchaser's account.
- 13.7.2. Notices provided by posting on the Website will be effective upon posting and Notices provided by email will be effective when a Company Party sends the email. It is Purchaser's responsibility to keep his email address current.

Purchaser will be deemed to have received any email sent to the email address then associated with his account when a Company Party sends the email, whether or not Purchaser actually receives or reads the email.

- 13.7.3.** Notices that Purchaser provides to a Company Party must be in the English language and delivered to the Company Party by email. Such Notices will be effective one business day after they are sent.

13.8. Forward-Looking Statements

- 13.8.1.** This Agreement, the White Paper, the Terms of Use of Website and any other information provided by the Company or its' representatives in writing or orally may include forward looking statements. In general, forward looking statements can be identified by the use of words such as "believes", "expects", "does not expect", "is expected", "targets", "outlook", "plans", "scheduled", "estimates", "forecasts", "intends", "anticipates" or "does not anticipate" or variations of such words and phrases or statements in different languages that certain actions, events or results "may", "could", "would", "might" or "will" be taken, occur or be achieved. Forward looking statements involve known and unknown risks, uncertainties and other factors which may cause the actual results, performance or achievements of the Company to be materially different from any future results, performance or achievements expressed or implied by the forwardlooking statements. Although the Company believes it has a reasonable basis for making these forward-looking statements, Purchaser must not place undue reliance on such forward-looking information. By its nature, forward looking information involves numerous assumptions, inherent risks and uncertainties, both general and specific, which contribute to the possibility that the predictions, forecasts and other forward-looking statements will not occur.