

# DESKBELL CHAIN

## TOKEN SALE AGREEMENT

02.02.2018

Your purchase of tokens (“tokens”) during the tokens sale period (“sale period”) as stated under the relevant Terms and Conditions (“company,” “we,” or “us”) is subject to this token sale agreement (“agreement”). Each of you and company is referred to as a “party”, and together – as the “parties”.

Please read this agreement carefully. If you do not agree to this agreement, do not purchase tokens. By utilizing, the website located at [deskbell.io](https://deskbell.io) ("website") and services offered therein, you acknowledge that you have read this agreement and that you agree to be bound by it. If you do not agree to all of the provisions of this agreement, you are not an authorized user of these services and you should not use neither the website nor its services. “you” may be referred to you or the entity you represent.

The company reserves the right to change, modify, add or remove provisions of this agreement at any time for any reason. We suggest that you review this agreement periodically for changes. Such changes shall be effective immediately upon posting them on the website. You acknowledge that by accessing our website after we have posted changes to this agreement, you are agreeing to the modified provisions.

Ownership of DBT tokens (hereinafter “tokens”) carries no rights, express or implied, other than the right to use such tokens as a means to enable usage of and interaction with the platform, if successfully completed and deployed. In particular, you understand and accept that tokens do not represent or confer any ownership right or stake, share or security or equivalent rights, or any right to receive future revenue shares, intellectual property rights or any other form of participation in or relating to the platform, and/or company and its corporate affiliates, other than rights relating to the bonuses provided by the tokens, subject to limitations and conditions in these terms and applicable terms and policies (as defined below).

This document does not constitute investment advice or counsel or solicitation for investment in any security and shall not be construed in that way. This document does not constitute or form part of, and should not be construed as, any offer for sale or subscription of, or any invitation to offer to buy or subscribe for, any securities, nor for the tokens.

The company expressly disclaims any and all responsibility for any direct or consequential loss or damage of any kind whatsoever arising directly or indirectly from:

- (I) Reliance on any information contained in this document,
- (II) Any error, omission or inaccuracy in any such information or
- (III) Any action resulting therefrom.

The citizen or resident of the Iran and Southern Korea or any other jurisdiction with relative legislation or Legislative barriers may buy tokens only under their own responsibility, the company shall not hold responsibility for such purchase.

The citizens and residents of USA or affiliated persons or representatives of the USA entities may buy tokens under this agreement only if they have the status of a qualified investors and have the legal right to purchase tokens.

The company shall not be held liable for any legal or monetary consequence arising of buying tokens by Iran, or Southern Korea or citizens or residents of USA residents who are not qualified investors of any other jurisdiction with relative legislation or legislative barriers, or their use of

the platform.

By purchasing tokens from us during the sale period and/or using them in connection with the platform (as defined below), you will be bound by this token sale agreement.

You and Company agree as follows.

## 1. TERMS AND DEFINITIONS

1.1. Crowdfund or Crowdfunding means a method of collective financing based on voluntary payments, contemplated by the White Paper.

1.2. Crowdfunder means you and the legal or natural person participating in the Crowdfunding.

1.3. Deskbell Chain (“Platform”) - a blockchain platform that works as a part of the already active DeskBell service aimed at creating a unique monetization mechanism: an ecosystem of mutual motivation that encompasses all aspects of the process, and expands the service to the tourist business in the region of the hotels. Platform shall create a model of interaction between business and clients in the field of tourism, replacing the usual mechanisms of marketing programs and the implementation of services by motivated participation of all parties and the socialization of the service. Hotels and their guests, nearby establishments, local business and the whole region will be united in a mutual exchange of services, offers and events, with the turnover of DBT tokens, which act as a motivating reward for the participation and distribution of services.

1.4. Token – the token, sold by the company, which grants the right to use the Platform and the opportunity to use the Platform’s additional functions in accordance with the conditions set by the White Paper.

## 2. ACQUISITION OF TOKENS

2.1. On the terms set forth herein, you agree to purchase and we agree to sell Tokens. The minimal number of Tokens that can be purchased is 10 Token. We reserve the right to refuse or cancel Tokens purchase requests at any time in our sole discretion.

2.2. The accepted cryptocurrency for purchase of the Tokens is Ethereum (ETH), Bitcoin (BTC), Bitcoin Cash (BCH), Litecoin (LTC), Ethereum Classic (ETC).

2.3. Tokens will be created and provided to you after completion of the relative procedure as follows:

- a) Registration on the website;
- b) Provision of the information requested on the website;
- c) Choose a type of currency for payment and set the desired amount;
- d) Transfer the set payment sum to the address of smart-contract and wallet provided on the website.

All of the Tokens are of equal value and functionality.

2.4. The price of the Tokens is 0.5 USD.

2.5. To purchase Tokens you must register on our website at [deskbell.io/investment/registration](https://deskbell.io/investment/registration) and provide the required information based on our “Know your Clients” and “Anti-money laundering” (KYC and AML) policy.

During the sale, the tokens shall be provided to the already existing crypto-wallet of the User. During the registration procedure, the User is obligated to state the address of his Ethereum wallet, from which he shall be buying DBT token and to which the DBT tokens shall be transferred upon purchase during ICO. Registration requires the User to abide to the KYC

procedure applied by the company. Access to the account shall be made by the use of an email address and password, as set during the registration.

2.6. To purchase Tokens, if required by the legislation of your country, you shall certify that you are not affiliated with or represent Iran or Southern Korea or any other relative entities and you shall provide to purchase Tokens and/or by request of the Company all the documents for conduction of KYC procedure, as it is described in paragraph 8 of this Agreement.

NB! If you are a citizen or a resident or a tax resident of USA. By signing the present agreement, you confirm, that you have the legal right from the point of your state regulators to perform such actions and that you are a qualified investor. You have to confirm your registration under the SEC and other regulators (reference <https://adviserinfo.sec.gov>).

More detailed information is available for review at the official website of the regulator at: <https://www.investor.gov/additional-resources/news-alerts/alerts-bulletins/investor-bulletin-credited-investors>

2.7. Unless otherwise stated herein, this Token Sale Agreement governs only your purchase of Tokens. The use of Tokens in connection with the Platform shall later be governed by other applicable terms and policies (collectively, the “Platform Terms and Policies”; moreover, White Paper is a mandatory addition to the Token Sales Agreement, according to which the company fulfills its obligations). Any Platform Terms and Policies we promulgate will be available at [deskbell.io](http://deskbell.io). We may add terms or policies to the Platform Terms and Policies in our sole discretion, and may update each of the Platform Terms and Policies from time to time according to modification procedures set forth therein. To the extent of any conflict with these Terms, the Platform Terms and Policies shall control with respect to any issues relating to the use of Tokens in connection with the Platform.

The Client confirms and accepts that by the date of this agreement the platform is no yet operational and is being developed and all uses and functionality of the tokens shall be made available on after the completion and initiation of the platform.

2.8. Procedures of the purchase of the Tokens, the timing and pricing of the Tokens sale and our anticipated use of the Tokens sale are defined in the White paper.

### 3. REFUND POLICY AND TOKENS BUYBACK

3.1. The company shall not carry out token buyback. Any refunds are possible only in accordance with the ruling of the competent authority or in accordance with our refund policy.

### 4. INTELLECTUAL PROPERTY

4.1. We retain all rights, titles and interests in all of our intellectual property, including inventions, discoveries, processes, marks, methods, compositions, formulae, techniques, information and data, whether or not patentable, copyrightable or protectable in trademark, and any trademarks, copyrights or patents based thereon. You may not use any of our intellectual property for any reason, except with our express, prior, written consent.

4.2. In particular, we retain all intellectual property rights, mostly, but not limited, to copyright, over the source code forming Tokens. These terms shall not be understood and interpreted in a way that they would mean assignment of intellectual property rights, unless it is explicitly defined so in this Agreement.

4.3. You are being granted a non - exclusive, non - transferable, revocable right to access and use the Platform. Limitation to the transferability of that right shall not be understood in a way, that the users are not allowed to transfer Tokens to third parties.

4.4. You shall use the Website and the Tokens strictly in accordance with the provisions of this Agreement and the respective White Paper. As a condition of your use of the Website and Tokens you warrant to the Company that you will not use the Website and Tokens for any purpose that is unlawful or prohibited by the provisions of this Agreement. You may not use the Tokens in any manner that could damage, disable, overburden, or impair the Website or interfere with any other party's use and enjoyment of the Website. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Website and/or Tokens and/or other services provided thereto.

4.5. All content included on the website, including the Tokens and associated products and services, such as, but not limited to, text, graphics, logos, images, source code, as well as the compilation thereof, and any software used on the website is the property of the Company and protected by copyright, trademark and other laws that protect intellectual property and proprietary rights. You agree to observe and abide by all copyright and other proprietary notices, legends or other restrictions contained in any such content and will not make any changes thereto.

## 5. SECURITY

5.1. You will implement reasonable and appropriate measures designed to secure access to

(i ) any device associated with the email address associated with your account,

(ii) private keys required to access any relevant address, and

(iii) your username, password and any other login or identifying credentials.

5.2. In case you suspect a security breach in any of the above mentioned, you shall inform us immediately so we can take all required and possible measures to secure your account, Tokens and systems as whole.

5.3. In the event that you are no longer in possession of any device associated with your account or are not able to provide your login or identifying credentials, we may, in our sole discretion, and only if we are able, grant access to your account to any party providing additional credentials to us. We explicitly reserve the right to determine the additional credentials required, which may include, without limitation, a sworn, notarized statement of identity.

## 6. PRIVACY

6.1. Company reserves its right to request documentation, prior to activating your account at the Website, in order to comply with applicable law or regulation in connection with selling Tokens to you. The Company may refuse you access to the Website should it have doubts as to validity, authenticity and genuineness of the documents, provided by you.

6.2. You agree to provide us with such information promptly upon request, and you acknowledge that we may refuse to sell Tokens to you until you provide such requested information and we have determined that it is permissible to sell Tokens to you under applicable law or regulation.

6.3. As a principle, we collect only what we need and will not share your personal information with any third parties other than our identity verification partner, should be the latter involved. Even within the Company, access to your personal information is limited to a subset of employees who work on compliance and identity verification matters. The Company is the only data controller and processor.

6.4. Company collects information from running the website and products, provided thereto, and uses information, provided to us by you. When you visit the Website we collect information sent to us by your computer, mobile phone, or other access device. This information may include your IP address, device information including, but not limited to, identifier, name, and type, operating system, mobile network information and standard web log information, such as your browser type, and the pages you accessed on our website. When you use a location - enabled device with our website and products, we may collect geographical location data or use various means to determine the location, such as sensor data from your device that may, for instance, provide data on nearby cell towers and Wi-Fi access spots. However, we will not release your personally - identifying information to any third party without your consent, except as set forth herein.

6.5. If you create an account at our website and use our products, Tokens included, we may collect and store your contact information – your name, address, phone, email and other similar information. Before permitting you to use our website and products, we may require you to provide additional information (such as a date of birth, passport number, numbers that you may use or have registered with your local tax authority, or other data which can be used for personal identification purposes and that may be required to comply with applicable laws) so that we can verify your identity or address. We may also obtain information about you from third parties such as identity verification services.

6.6. When you use our website, we collect information about your transactions (such as date, time and amount of transaction) and your other activities on our website and we may collect information about your computer or other access device for fraud prevention purposes. We may collect additional information about you through your interactions with our support team.

6.7. When you access the website or use our products or services we may place small data files called cookies on your computer or other device. We use these technologies to recognize you as our user; customize our website and advertising; measure promotional effectiveness and collect information about your computer or other access device to mitigate risk, help prevent fraud, and promote trust and safety.

6.8. Throughout this policy, we use the term “personal information” to describe information that can be associated with a specific person and can be used to identify that person. We do not consider personal information to include information that has been anonymized so that it does not identify a specific user.

6.9. We protect your information using physical, technical, and administrative security measures to reduce the risks of loss, misuse, unauthorized access, disclosure, and alteration. Some of the safeguards we use are firewalls and data encryption, physical access controls to our data centers, and information access authorization controls. We also authorize access to personal information only for those employees who require it to fulfil their job responsibilities. All of our physical, electronic, and procedural safeguards are designed to comply with applicable laws and regulations.

6.10. We are sometimes required to compare the personal information you provide to third party databases in order to verify its accuracy and confirm your identity. This allows us to comply with anti - money laundering and “know your customer” regulations. We will not sell or rent your personal information to third parties. We may combine your information with information we collect from other companies and use it to improve and personalize the website and our products, as well as our content and advertising. We may use your name and email address to provide you with information about products or services that may be of interest to you, but we will not use your personal information without complying with applicable laws and, where appropriate, obtaining your consent.

6.11. We reserve our right to share your personal information with:

- our banking partners (if you link a bank account, debit card, or credit card to your account);
- companies that we plan to merge with or be acquired by (should such a combination occur, we will require that the newly combined entity follow these terms with respect to your personal information, and you would as well receive prior notice of any change in applicable policy);
- third party identification services providers for fraud prevention purposes;
- law enforcement, government officials, or other third parties when i) we are compelled to do so by a subpoena, court order, or similar legal procedure; or ii) we believe in good faith that the disclosure of personal information is necessary to prevent physical harm or financial loss, to report suspected illegal activity or to investigate violations of our terms;
- other third parties only with your prior consent or direction to do so or in accordance with our Privacy policy.

6.12. Company will not provide your personal information to any other Company's users without your consent or direction.

6.13. You may access, review and edit your personal information at any time by logging in to the website using your credentials.

## 7. TAXES

7.1. All your factual and potential tax obligations are your concern and the Company is not in any case and under no conditions bound to compensate for your tax obligation or give you any advice related to tax issues, including but not limited what kind of filing or reporting you need to do with the competent tax authority, which taxes and to which extent you are obliged to pay, which tax exemptions you are eligible to etc.

7.2. The purchase price that you pay for Tokens is exclusive of all applicable taxes. You are responsible for determining what, if any, taxes apply to your purchase of Tokens, including, for example, sales, use, value added, and similar taxes. It is also your responsibility to withhold, collect, report and remit the correct taxes to the appropriate tax authorities. We are not responsible for withholding, collecting, reporting, or remitting any sales, use, value added, or similar tax arising from your purchase of Tokens.

## 8. ACCESS TO SERVICES

8.1. The Company reserves the right, in its sole discretion, to terminate your access to the Website and its related services or any portion thereof at any time, without notice, in particular due to legal grounds originating in anti - money laundering and know your client regulation and procedures.

8.1.1. The Company use the Anti Money Laundering (AML) Policy. Money laundering is where proceeds of crime are disguised so to give the appearance of a legitimate income. Company will not tolerate any buyer and/or tokens holder abusing their services for such matters. If Company suspects any client is abusing their services for the purposes of money laundering, they reserve the right to freeze any funds regarding to Tokens or Benefits, make a request for documents confirming the source of the origin of such funds - if the legality of incomes is proved, all funds will defrosted. Company reserves the right to report any suspicious activities to the police or relevant authorities, if the official request with suspicion of money laundering from public authorities is received, without the client's knowledge. The Company also reserve the right to require additional information at any time to verify the client's identification and any further information that may be required to satisfy the Money Laundering Regulations.

8.1.2. We also use the Know Your Customer Policy (KYC). The main objective of KYC conduction is to identify the Client for the purpose of AML policy.

## 9. NOTICES

9.1. We may provide any notice to you under this Agreement by: (i) posting a notice on the website; or (ii) sending an email to the email address that is associated with your account. Notices we provide by posting on the website will be effective upon posting and notices we provide by email will be effective when we send the email. It is your responsibility to keep your email address current. You will be deemed to have received any email sent to the email address then associated with your account when we send the email, whether or not you actually receive or read the email.

9.2. To give us notice under this Agreement, you must contact us by email to office@deskbell.io. We may update this email address for notices to us by posting a notice on our website. Notices to us will be effective one business day after they are sent.

9.3. All communications and notices to be made or given pursuant to this Agreement must be in the English language.

## 10. RISKS

10.1. You acknowledge and agree that there are risks associated with purchasing, holding, and using Tokens, as disclosed and explained in Exhibit A, which is an integral part of this Agreement. By purchasing tokens, you expressly acknowledge and assume these risks – remove any liability related to the above - mentioned risks from the company.

## 11. DISCLAIMERS

11.1. To the fullest extent permitted by applicable law and except as otherwise specified in a writing by us:

a) tokens are sold on an “as is” and “as available” basis without warranties of any kind, and we expressly disclaim all implied warranties as to tokens, including, without limitation, implied warranties of merchantability, fitness for a particular purpose, title and non - infringement;

(b) we do not represent or warrant that tokens are reliable, current or error - free, meet your requirements, or that defects in tokens, if such are found, will be corrected; and

(c) we cannot and do not represent or warrant that tokens or the delivery mechanism for tokens are free of viruses or other harmful components.

## 12. LIMITATION OF LIABILITY

12.1. The Company shall be responsible and liable only for (1) correct functioning of the token and (2) maintenance of the correct operation of the smart contracts system, which autonomously conducts processes of providing Crowdfunders with Tokens and the ability to use all the Opportunities of the Platform by using Tokens. Risks associated with purchasing, holding and using Tokens in connection with the Platform, as disclosed and explained in Exhibit A, are recognized as force majeure, and the Company does not bear any responsibility for their offensive.

12.2. Company and its affiliates and their respective officers, employees or agents will not be liable to you or anyone else for any damages of any kind, including, but not limited to, direct, consequential, incidental, special or indirect damages (including but not limited to lost profits, trading losses or damages that result from use or loss of use of this website and its products), even if the Company has been advised of the possibility of such damages or losses, including, without limitation, from the use or attempted use of the Website and/or Company’s products or another linked website.

12.3. Neither we nor any of our affiliates or licensors will be responsible for any compensation, reimbursement, or damages arising in connection with: (a) your inability to use the Tokens, including without limitation as a result of any termination or suspension of the used network or this agreement, including as a result of power outages, maintenance, defects, system failures or other interruptions; (b) the cost of procurement of substitute goods or services; (c) any investments, expenditures, or commitments by you in connection with this agreement or your use of or access to the Tokens; or (d) any unauthorized access to, alteration of, or the deletion, destruction, damage, loss or failure to store any data, including records, private key or other credentials, associated with any Token.

12.4. To the fullest extent permitted by applicable law, you will indemnify, defend and hold harmless Company and our 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 (the "Company Parties") from and against all claims, demands, actions, damages, losses, costs and expenses (including attorneys' fees) that arise from or relate to: (i) your purchase or use of Tokens , (ii) your responsibilities or obligations under this Agreement , (iii) your violation of this Agreement , or (iv) your violation of any rights of any other person or entity.

12.5. You will defend, indemnify, and hold harmless us, our affiliates and licensors, and each of their respective employees, officers, directors, and representatives from and against any claims, damages, losses, liabilities, costs, and expenses (including reasonable attorney fees) arising out of or relating to any third - party claim concerning this Agreement or your use of Tokens contrary to the terms of this Agreement. If we or our affiliates are obliged to respond to a third - party subpoena or other compulsory legal order or process described above, you will also reimburse us for reasonable attorney fees, as well as our employees' and contractors' time and materials spent responding to the third - party subpoena or other compulsory legal order or process at reasonable hourly rates.

12.6. The information, software, products, and services included in or available through the Website may include inaccuracies or typographical errors. Changes are periodically added to the information herein. Company may make improvements and/or changes in the Website at any time. Company makes no representations about the suitability, reliability, availability, timeliness, and accuracy of the Tokens, the Website, information, software, products, services and related graphics contained on the Website for any purpose. To the maximum extent permitted by applicable law, Tokens, the Website, all such information, software, products, services and related graphics are provided "as is" without warranty or condition of any kind. Company hereby disclaims all warranties and conditions with regard to the Tokens, the Website, information, software, products, services and related graphics, including all implied warranties or conditions of merchantability, fitness for a particular purpose, title and non - infringement.

#### 14. REPRESENTATIONS AND WARRANTIES

14.1. By transferring currency to the smart contract system to purchase Tokens from us, you represent and warrant the following.

14.1.1. You have read and understand this Agreement (including all Exhibits).

14.1.2. You have a sufficient understanding of the functionality, usage, storage, transmission mechanisms and other material characteristics of cryptographic tokens like Ether, token storage mechanisms (such as token wallets), blockchain technology and blockchain - based software systems to understand the terms of this Agreement and to appreciate the risks and implications of purchasing Tokens .

14.1.3. You have carefully reviewed the code of the smart contract system located on the blockchain and fully understand and accept the functions implemented therein.

14.1.4. You have obtained sufficient information about Tokens to make an informed decision to purchase Tokens.

14.1.5. You understand the restrictions and risks associated with the creation of Tokens by the smart contract system as set forth herein, and acknowledge and assume all such risks.

14.1.6. You understand, acknowledge and assume the risks associated with the purchase, holding and use of Token.

14.1.7. You understand that Tokens confer only the right to use appropriate Opportunities and confer no other rights of any form with respect to the developing Platform or Company or its corporate affiliates.

14.1.8. You are purchasing Tokens solely for the purpose of development, testing, deployment and operation of the Platform, being aware of the commercial risks associated with the Company and the Platform.

14.1.9. Your purchase of Tokens complies with applicable law and regulation in your jurisdiction, including, but not limited to, (i) legal capacity and any other applicable legal requirements in your jurisdiction for purchasing Tokens, and entering into contracts with us, (ii) any foreign exchange or regulatory restrictions applicable to such purchase, and (iii) any governmental or other consents that may need to be obtained.

14.1.10. You will comply with any applicable tax obligations in your jurisdiction arising from your purchase of Tokens.

14.1.11. If you are purchasing Tokens on behalf of any entity, you are authorized to accept this Agreement on such entity's behalf and that such entity will be responsible for breach of the provisions of this Agreement by you or any other employee or agent of such entity.

14.1.12. You are not:

- a citizen or resident of a jurisdiction or a geographic area in which access to or use of the Platform is prohibited by applicable law, decree, regulation, treaty, or administrative act;
- a citizen or resident of, or located in, a geographic area that is subject to any sovereign country sanctions or embargoes, or
- an individual, or an individual employed by or associated with an entity, identified on any denied persons or entity lists, specially designated nationals or blocked persons lists, or the debarred parties' lists.

If you are registering to purchase Tokens on behalf of a legal entity, you further represent and warrant that:

- such legal entity is not registered on the territory of a jurisdiction or a geographic area in which ownership of tokens is prohibited by applicable law, decree, regulation, treaty, or administrative act;
- such legal entity is duly organized and validly existing under the applicable laws of the jurisdiction of its organization, and
- you are duly authorized by such legal entity to act on its behalf.

14.1.13. You understand and acknowledge that title to, and risk of loss of Tokens, you purchase from the Company and receive from the smart contract system passes from the Company to you upon the completion of the transaction.

## 15. DISPUTE RESOLUTION; ARBITRATION

15.1. Binding Arbitration. Any Dispute between the Parties must follow the informal dispute resolution procedure prior to any court proceedings.

15.3. Notice; Informal Dispute Resolution. Each Party will notify the other Party in writing of any Dispute within thirty (30) days of the date it arises, so that the Parties can attempt in good faith to resolve the Dispute informally. Notice to Company shall be sent by email to Company at office@deskbell.io. Notice to you shall be sent by email to the then - current email address in your Account. Your notice must include (i) your name, postal address, email address and telephone number, (ii) a description in reasonable detail of the nature or basis of the Dispute, and (iii) the specific relief that you are seeking. If you and Company cannot agree how to resolve the Dispute within thirty (30) days after the date notice is received by the applicable Party, then either you or Company may, as appropriate and in accordance with this Section, commence an arbitration proceeding.

15.4. Any arbitration will occur in in the competent court of Tallinn, Republic of Estonia.

## 16. MISCELLANEOUS

16.1. By accepting this Agreement, you are deemed to have read the Whitepaper as well as other Terms and Policies and are aware of all risks and rules provided thereto.

16.2. This Agreement will be governed by and construed and enforced in accordance with the laws of the Republic of Estonia without regard to conflict of law rules that would cause the application of the laws of any other jurisdiction.

16.3. If any term, clause or provision of this Agreement is held unlawful, void or unenforceable, then that term, clause or provision will be severable from this Agreement and will not affect the validity or enforceability of any remaining part of that term, clause or provision, or any other term, clause or provision of these Terms.

16.4. We do not permit individuals under the age of 18 to register with the Website. If we become aware that a child under the age of 18 has provided us with personal information, we will delete such information from our files immediately and block its access to the Website.

16.5. We and our affiliates 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 our reasonable control, including labor disputes or other industrial disturbances, electrical, telecommunications, hardware, software or other utility failures, earthquake, storms or other elements of nature, blockages, embargoes, riots, acts or orders of government, acts of terrorism, or war, changes in blockchain technology (broadly construed), changes in the any other blockchain protocols or any other force outside of our control.

16.6. We and you are independent contractors, and neither party, nor any of their respective affiliates, is an agent of the other for any purpose or has the authority to bind the other. Both parties reserve the right (a) to develop or have developed for it products, services, concepts, systems, or techniques that are similar to or compete with the products, services, concepts, systems, or techniques developed or contemplated by the other party and (b) to assist third party developers or systems integrators who may offer products or services which compete with the other party's' products or services.

16.7. This Agreement does not create any third - party beneficiary rights in any individual or entity.

16.8. You will not assign this Agreement, or delegate or sublicense any of your rights under this Agreement, without our prior written consent. Any assignment or transfer contrary to these terms will be void. Subject to the foregoing, this Agreement will be binding upon, and inure to the benefit of the parties and their respective successors and assigns.

16.9. The failure by us to enforce any provision of this Agreement will not constitute a present or future waiver of such provision nor limit our right to enforce such provision at a later time. All waivers by us must be unequivocal and in writing to be effective.

16.10. This Agreement is the entire agreement between you and us regarding the subject matter of this Agreement. This Agreement supersedes all prior or contemporaneous representations, understandings, agreements, or communications between you and us, whether written or verbal, regarding the subject matter of this Agreement. We will not be bound by, and specifically object to, any term, condition or other provision which is different from or in addition to the provisions of this Agreement (whether or not it would materially alter this Agreement) and which is submitted by you in any order, receipt, acceptance, confirmation, correspondence or other document.

## **EXHIBIT A**

Important Note: As noted elsewhere in the Token Sale Agreement, the Tokens are not being structured or sold as securities or any other form of investment product. Accordingly, none of the information presented in this Exhibit A is intended to form the basis for any investment decision, and no specific recommendations are intended. Company expressly disclaims any and all responsibility for any direct or consequential loss or damage of any kind whatsoever arising directly or indirectly from: (i) reliance on any information contained in this Exhibit A, (ii) any error, omission or inaccuracy in any such information or (iii) any action resulting from such information.

By purchasing, holding and using Tokens, you expressly acknowledge and assume the following risks:

### **1. RISK OF LOSS**

**Risk of Losing Access to Tokens Due to Loss of Private Key(s), Custodial Error or Purchaser Error** A private key, or a combination of private keys, is necessary to control and dispose of Tokens stored in your digital wallet or vault. Accordingly, loss of requisite private key(s) associated with your digital wallet or vault storing Tokens will result in loss of such Tokens. Moreover, any third party that gains access to such private key(s), including by gaining access to login credentials of a digital wallet or vault service you use, may be able to misappropriate your Tokens.

Any errors or malfunctions caused by or otherwise related to the digital wallet or vault you choose to receive and store Tokens, including your own failure to properly maintain or use such digital wallet or vault, may also result in the loss of your Tokens.

Additionally, your failure to follow precisely the procedures for buying and receiving Tokens, including, for instance, if you provide the wrong address for receiving Tokens, may result in the loss of your Tokens.

### **2. RISKS ASSOCIATED WITH THE BLOCKCHAIN PROTOCOL**

Because Tokens and the Platform are based on the blockchain protocol, any malfunction, breakdown or abandonment of the blockchain protocol may have a material adverse effect on the Platform or Tokens.

Moreover, advances in cryptography, or technical advances such as the development of quantum computing, could present risks to Tokens, including the utility of Tokens for obtaining Services, by rendering ineffective the cryptographic consensus mechanism that underpins the blockchain protocol.

### **3. RISK OF MINING ATTACKS**

As with other decentralized cryptographic tokens based on the blockchain protocol, Tokens are susceptible to attacks by miners in the course of validating Tokens transactions on the blockchain, including, but not limited, to double - spend attacks, majority mining power attacks, and selfish - mining attacks. Any successful attacks present a risk to the Tokens, including, but not limited to, accurate execution and recording of transactions involving Tokens.

### **4. RISK OF HACKING AND SECURITY WEAKNESSES**

Hackers or other malicious groups or organizations may attempt to interfere with the Tokens in a variety of ways, including, but not limited to, malware attacks, denial of service attacks, consensus - based attacks, Sybil attacks, smurfing and spoofing. Furthermore, because the Platform is based on open - source software, there is a risk that a third party or a member of the

Company team may intentionally or unintentionally introduce weaknesses into the core infrastructure, which could negatively affect the Platform and Tokens, including Tokens' utility.

#### 5. RISKS ASSOCIATED WITH MARKETS FOR TOKENS

Tokens are intended to be used solely on the developing Platform, and Company will not support or otherwise facilitate any secondary trading or external valuation of Tokens. This restricts the contemplated avenues for using Tokens to access or use the Platform, and could therefore create illiquidity risk with respect to Tokens you hold.

Even if secondary trading of Tokens is facilitated by third party exchanges, such exchanges may be relatively new and subject to little or no regulatory oversight, making them more susceptible to market - related risks.

#### 6. RISK OF UNINSURED LOSSES

Unlike bank accounts or accounts at some other financial institutions, Tokens are uninsured unless you specifically obtain private insurance to insure them. Thus, in the event of loss or loss of utility value, there is no public insurer or private insurance arranged by us, to offer recourse to you.

#### 7. RISKS ASSOCIATED WITH UNCERTAIN REGULATIONS AND ENFORCEMENT ACTIONS AND EXISTING LEGISLATIVE RISKS

The regulatory status of Tokens and distributed ledger technology is unclear or unsettled in many jurisdictions. It is difficult to predict how or whether regulatory agencies may apply existing regulation with respect to such technology and its applications. It is likewise difficult to predict how or whether legislatures or regulatory agencies may implement changes to law and regulation affecting distributed ledger technology and its applications, including Tokens. Regulatory actions could negatively impact the Tokens in various ways. Company may cease operations in a jurisdiction in the event that regulatory actions, or changes to law or regulation, make it illegal to operate in such jurisdiction, or commercially undesirable to obtain the necessary regulatory approval(s) to operate in such jurisdiction.

Additionally, the Company shall not be held responsible for any damages incurred by the Client and the Client shall indemnify and protect the Company from any such damages, that are caused due to the limitations and legal barriers and other legal circumstances that exist or appear due to the active or implemented legislation of any particular Jurisdictions, including, but not limited to USA, China, Singapore, South Korea.

#### 8. RISKS ARISING FROM TAXATION

The tax characterization of Tokens is uncertain. You must seek your own tax advice in connection with purchasing Tokens, which may result in adverse tax consequences to you, including withholding taxes, income taxes and tax reporting requirements.

#### 9. RISK OF ALTERNATIVE PLATFORMS

It is possible that alternative platforms could later be established that utilize the same open source code and protocol underlying the developing Platform. The Platform may compete with these alternative platforms, which could negatively impact the Platform and Tokens, including Tokens' utility for obtaining Services.

#### 10. RISK OF WEAKNESSES OR EXPLOITABLE BREAKTHROUGHS IN THE FIELD OF CRYPTOGRAPHY

Advances in cryptography, or technical advances such as the development of quantum computers, could present risks to cryptocurrencies and Tokens, which could result in the theft or loss of tokens.

#### 11. RISK OF INSUFFICIENT INTEREST IN THE PLATFORM OR DISTRIBUTED APPLICATIONS

It is possible that the developing Platform will not be used by a large number of individuals, companies and other entities or that there will be limited public interest in the creation and development of distributed platforms (such as the Platform) more generally. Such a lack of use or interest could negatively impact the development of and the potential utility of Tokens.

#### 12. RISKS ASSOCIATED WITH THE DEVELOPMENT AND MAINTENANCE OF THE PLATFORM

The Platform is still under development and may undergo significant changes over time. Although we intend for Tokens and the Platform to follow the specifications set forth in White Paper, and will take commercially reasonable steps toward those ends, we may have to make changes to the specifications of Tokens or the Platform for any number of legitimate reasons. This could create the risk that Tokens or the Platform, as further developed and maintained, may not meet your expectations at the time of purchasing Tokens.

Furthermore, despite our good faith efforts to develop and maintain the Platform, it is still possible that the Platform will experience malfunctions or otherwise fail to be adequately developed or maintained, which may negatively impact the Platform and the potential utility of Tokens.

#### 13. RISKS ARISING FROM LACK OF GOVERNANCE RIGHTS

Because Tokens confer no governance rights of any kind, all decisions involving the Company will be made by Company at its sole discretion, including, but not limited to, decisions to discontinue the development of the Platform, to sell more Tokens for use or to sell or liquidate the Company. These decisions could adversely affect the utility of Tokens that you hold.

#### 14. UNANTICIPATED RISKS

Cryptographic tokens such as Tokens are a new and untested technology. In addition to the risks included in this Exhibit A, there are other risks associated with your purchase, holding and use of Tokens, including those that the Company cannot anticipate. Such risks may further materialize as unanticipated variations or combinations of the risks discussed in this Exhibit A.