



A DECENTRALIZED EXCHANGE AND SAFE WALLET SERVICE

## Agreement to terms for EXXO Token Generation Event

# RECITALS

WHEREAS, EXXO should develop a decentralized exchange based on blockchain technology (hereinafter — the “EXXO”);

and

WHEREAS, EXXO will issue its cryptographic tokens, which are software digital products, created by the EXXO on Ethereum blockchain called EXXO (hereinafter – the “EXXO Tokens”) used as utility token which grants access to the EXXO ecosystem;

and

WHEREAS, EXXO will hold token generation event, to raise funds for further development and marketing of the Company’s EXXO product;

WHEREAS, the Contributor wants to purchase EXXO Tokens before token generation event commences pursuant to the terms and conditions set forth herein. NOW THEREFORE, in consideration of the covenants and agreements contained herein, the Parties agree as follows:

**1. Use of EXXO Tokens.** The Contributor understands and accepts that EXXO Tokens will be used as both utility tokens and native tokens of the EXXO ecosystem. All transactions fees are waived for each user that has over 30,000 EXXO Tokens in his tradng wallet. The Contributor expressly agrees that EXXO Tokens are not securities, are not registered with any government entity as the securities, shall not be considered as such, are not intended to be commodity or any other kind of financial instrument, do not represent any share, stake or security or equivalent rights, including, but not limited to, any right to receive future revenue shares and intellectual property rights, and do not represent any ownership right. EXXO has prepared Whitepaper to describe matters related to EXXO Exchange, included, but not limited to, any technological aspects and software matters. However, EXXO’s Whitepaper in no way constitutes a legally binding agreement contract, decision, etc. between the EXXO and the Contributor.

**2. Scope of Terms.** The Contributor hereunder commits to purchase EXXO Tokens for Ethereum cryptocurrency (ETH), and EXXO hereby expressly agrees to issue and deliver to the Contributor EXXO Tokens. In order to do so, the Contributor shall transfer payment as set forth herein and EXXO will allocate an amount of EXXO Tokens which is equivalent to the payment to the ETH-address specified by EXXO on the communications channels before the token generation campaign begins. Unless otherwise stated herein, this Agreement governs purchase of EXXO Tokens by the Contributor from the EXXO during token generation event which starts on 20th of March, 2018 at 15:00 CET and should finish on 15th of May, 2018 at 15:00 CET or when all the EXXO tokens are distributed (hereinafter — “Token Generation event”). The use of EXXO Tokens and relations between the Parties might be governed by any other applicable terms and policies. The Contributor agrees to be solely responsible for any applicable taxes imposed on EXXO Tokens purchased hereunder.

**3. Acceptance, Purchase Price and Payment.** By signing this Agreement and/or by purchasing EXXO Tokens hereunder, the Contributor expressly accepts all terms and conditions described herein and agree to be bound thereby and comply therewith. The purchase price for 1 (one) EXXO Token will be based on ETH and will be established before the token generation event. The maximum price in USD will not be higher than 0.12 USD. The payment shall be made in ETH to the ETH-address that will be published by EXXO on its communication channels (Telegram, Twitter, web site) only after the KYC procedure has been successfully completed and the Contributor receives an email confirmation of its completion, and not earlier than 20th of March, 2018 at 15:00 CET.

**4. The Contributor's ETH-wallet.** In order to receive EXXO Tokens, the Contributor shall have ETH-wallet and have a private key to it since the token distribution might be carried out using specially deployed token sale smart contract. The Contributor may be required to manually set his/her ETH-wallet to watch the token sale smart contract to receive EXXO Tokens after their issuance by the EXXO. The Contributor can also use multi-signature wallets to make a payment. However, use of any online exchange services (E.G., Kraken, Coinbase, Poloniex, Bittrex etc.), as well as use of Jaxx and multisignature wallets to receive purchased EXXO Tokens will lead to the loss of all ETH paid hereunder. In this case, the Contributor also will not be able to receive purchased EXXO Tokens. The Contributor shall not use any online exchange services, Jaxx and multi-signature wallets to receive purchased EXXO Tokens. The Contributor hereunder confirms, represents and warrants that he/she will use only a wallet he/she have a private key to (such as MEW, Parity) in order to receive purchased EXXO Tokens.

**5. Source of Funds.** The funds used for the payment hereunder do not and did not directly or indirectly come from any illegal sources. The Contributor hereby expressly represents and warrants that he/she is not using any proceeds of criminal or illegal activity, which also includes money laundering, and that no transaction involving EXXO Tokens are being used to facilitate any criminal or illegal activity, including, but not limited to, performing money laundering and financing terrorism. EXXO hereby expressly represents and warrants that the funds received as the payment hereunder shall not be used for the purposes of money laundering or any other illegal activity.

**6. Exchanges.** Purchased EXXO Tokens may be sold and transferred by the Contributor at any time after token sale campaign ends via cryptocurrency exchanges on his/her own risk and without any interference of the Company, if EXXO Tokens are listed on any of the cryptocurrency exchanges (whether to list EXXO Tokens on cryptocurrency exchange or not is solely at the discretion of cryptocurrency exchanges, and EXXO cannot ensure listing of the EXXO Tokens on such exchanges).

**7. Refund, Cancellations and Repayment.** The Contributor acknowledges and accepts that the Company is also entitled to use received payment to finance its EXXO Exchange development after token generation event ends. To the extent allowable pursuant to applicable law of regulation, the purchase of EXXO Tokens by the Contributor from the Company is final, and thus there are no refunds and/or cancellations except clause specified in this Agreement. In the unlikely event that the token generation event is not completed, then the Contributor shall be repaid by the Company on a pro-rata basis through which all the Contributors are treated equally.

**8. Representations and Warranties.** By signing this Agreement and/or by purchasing EXXO Tokens hereunder, the Contributor represents and warrants that: (a) he/she is of an age of majority to enter into this Agreement, meet all other eligibility and residency requirements, and are fully able and legally competent to enter the terms, conditions, obligations, affirmations, representations and warranties set forth herein and to abide by and comply herewith; (b) he/she has in-depth knowledge and deep understanding of the crypto market, Blockchain-based systems and cryptocurrencies; (c) he/she understands that crypto market is highly speculative and volatile in nature and that this Agreement is in no way an investment advice or an offer to invest; (d) he/she agree and acknowledge that EXXO Tokens are not to be construed, interpreted, classified or treated as: any kind of currency other than cryptocurrency; debentures, stocks or shares issued by any person or entity; rights, options or derivatives in respect of such debentures, stocks or shares; units in a collective investment scheme; units in a business trust; derivatives of units in a business trust; or any other security or class of securities.

**9. Acknowledgment and Assumption of Risks.** By signing this Agreement and/or by purchasing EXXO Tokens hereunder, the Contributor represents/warrants and accepts that: (a) there are certain risks associated with purchasing EXXO Tokens, holding EXXO Tokens, and using EXXO Tokens. By purchasing EXXO Tokens, the Contributor expressly acknowledge and assume such risks, including, but not limited to, risk of losing access to tokens due to loss of private key(s), risks associated with the Ethereum Protocol, risk of mining attacks, risk of hacking and security weaknesses, risks associated with markets for tokens, etc. (b) that the EXXO Exchange concept is still in an early development stage and unproven, why there is no warranty that the process for creating EXXO Tokens will be uninterrupted or error-free and why there is an inherent risk that the EXXO Exchange could contain weaknesses, vulnerabilities or bugs causing, inter alia, the complete loss of ETH and/or EXXO Tokens. (c) that the blockchain technology allows new forms of interaction and that it is possible that certain jurisdictions will apply existing regulations on, or introduce new regulations addressing, blockchain technology based applications, which may be contrary to the current setup of the EXXO Exchange and which may, inter alia, result in substantial modifications of the EXXO Exchange and/or the EXXO Tokens protocol, including its termination and the loss of EXXO Tokens for the Contributor. (d) there is always a possibility of changing token sale regulations across the world, including, but not limited to, possibility of token sales' ban in particular jurisdictions, and thus EXXO cannot be responsible for these regulatory changes, as well as cannot guarantee any refunds and cancellations.

**10. Disclaimer of Warranties and Limitation of Liability.** The Contributor hereunder expressly agrees that, to the extent allowable pursuant to applicable law of regulation, EXXO shall not be held liable to and shall not accept any liability, obligation or responsibility whatsoever for any change of the value of the EXXO Tokens. The Contributor understands and expressly agrees that EXXO shall not guaranty in any way that the EXXO token might be sold or transferred during or after the token generation periods. The Contributor understands and agrees that it is his/her obligation to ensure compliance with any legislation relevant to his/her country of domicile concerning purchasing of the EXXO Tokens, and that EXXO should not accept any liability for any illegal or unauthorized purchasing of the EXXO Tokens.

11. **Indemnification.** To the extent allowable pursuant to applicable law, the Contributor shall indemnify, defend, and hold EXXO and/or its subsidiaries, directors, employees, agents and permitted assignees harmless from and against all claims, damages, losses, expenses, and/or liabilities (including but not limited to reasonable attorneys' fees incurred and/or those necessary to successfully establish the right to indemnification) filed/incurred by any third party against the Contributor arising out of a breach of any warranty, representation, or obligation hereunder.

12. **Confidentiality.** The Contributor acknowledges and agrees that any information or data the Contributor has acquired from or about EXXO, included, but not limited to, information or data regarding prices, scope of terms and any other terms, conditions, obligations, affirmations, representations, and warranties set forth herein or delivered prior to the date the Agreement is entered into, was received in confidence. The Contributor hereby expressly agrees to take all reasonable precautions to protect such information and not to divulge any such information or any information derived therefrom to any third person without the prior written consent of EXXO. The parties also agree to hold each other Confidential Information confidential for a period of three (3) years following the signing of this Agreement.

13. **Jurisdiction and Dispute Resolution.** All questions concerning the construction, validity, enforcement and interpretation of this Agreement shall be governed by and construed and enforced in accordance with the laws of the Switzerland (Applicable Law). Any controversy or claim arising out of or relating to this Agreement or the breach thereof, shall be settled by the International Arbitration and Cryptography Centre Limited (hereinafter – "IACC"). The number of arbitrators shall be one. The seat, or legal place, of arbitration shall be Singapore. The language of the arbitration shall be English. The hearings will be held online in accordance with IACC Rules.

14. **Miscellaneous.** No provision of this Agreement shall be considered waived unless such waiver is in writing and signed by the Party that benefits from the enforcement of such provision. No waiver of any provision in this Agreement, however, will be deemed a waiver of a subsequent breach of such provision or a waiver of a similar provision. In addition, a waiver of any breach or a failure to enforce any term or condition of this Agreement will not in any way affect, limit, or waive a Party's rights hereunder at any time to enforce strict compliance thereafter with every term and condition hereof. If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction to be invalid, illegal, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions set forth herein shall remain in full force and effect and shall in no way be affected, impaired or invalidated. The company may assign EXXO's rights and obligations under this Agreement. Any notice or other communication given or made under this Agreement shall be and may be delivered in electronic form. EXXO shall in no way be liable for any delay or failure to perform any obligations under this Agreement as a result of a cause beyond the EXXO's reasonable control. This Agreement and purchasing of EXXO Tokens by the Contributor shall in no way create any exclusive relationship between the Contributor and the EXXO nor any partnership, joint venture, employment or agency.

END OF DOCUMENT