
TOKEN PURCHASE AND SALE AGREEMENT

LAST UPDATED 12.01.2017

IMPORTANT INFORMATION:

**PLEASE READ THIS AGREEMENT CAREFULLY AND IN ITS ENTIRETY
BY PURCHASING SVT TOKENS YOU ACCEPT AND AGREE TO BE BOUND BY THIS
AGREEMENT IN ITS ENTIRETY**



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SVT TOKEN PURCHASE AND SALE AGREEMENT

This SVT Token Purchase and Sale Agreement (“Agreement”) is entered into by and among You or the entity that you rightfully and legally represent (“Buyer” or “You”) and **FERMOSA LIMITED**, a company duly registered and existing under the laws of Cyprus, registration No. HE 337157, having its registered address at 28 Oktovriou, 313, 4th Floor, 3105, Limassol, Cyprus (“Seller”), and regulates purchase of compatible crypto-tokens (“SVT Tokens”) to be distributed through Ethereum ERC223 compatible token smart contract (“SVT Smart Contract”). Buyer and Seller are herein individually referred to as a “Party” and collectively, as the “Parties”.

RECITALS

WHEREAS, Seller is developing Smart Valley Platform (“Smart Valley Platform”) aimed at connecting planned and developing projects with professional communities, experts and persons interested in providing financial support to potentially successful projects from all over the globe, as in details described in the Whitepaper. Whitepaper can be amended by Seller unilaterally at any time and at its sole discretion as it deems necessary. The latest version of the Whitepaper is hereby incorporated by reference for information purposes;

WHEREAS, Smart Valley Platform is developed and will be launched for creation of a decentralized digital valley of innovations gathering together potentially successful projects looking for funding and professional support. Smart Valley Platform by involving the market’s leading experts will be scoring the newest and most attractive projects and providing its users interested in providing financial support to potentially successful projects with full information thereon. With the help of Smart Valley Platform each project will be able to obtain support from various experts while other users of Smart Valley Platform will be able to obtain full and exhaustive information about the most recent projects, participate in their assessment and potentially contribute to success of the chosen projects by participation in their funding. Smart Valley Platform will be also providing an independent way of resolving the disputes that may potentially arise between the experts and the projects they advise on. At the end of Smart Valley Platform development stage, Seller or nominated by Seller subsidiary, affiliated company or subcontractor will be releasing the Smart Valley Platform;

WHEREAS, SVT Tokens will provide Buyers with a **right** (i) to express their opinion and participate in preliminary assessment of projects at time of their selection for scoring; (ii) participate in funding of the scored and potentially successful projects by purchasing their crypto-tokens at a discounted price, as in details described in the Whitepaper.

WHEREAS, SVT Tokens are not in any way targeted at, offered or distributed to any ROK Person, PRC Person, Singapore Person or U.S. Person (as defined below and specified in Article IV hereof), and

WHEREAS, Seller reserves the right to arrange and perform additional SVT Token distributions and any related distribution events in accordance with Whitepaper.

NOW, THEREFORE, in consideration of the foregoing and the respective representations, warranties, covenants and agreements set forth in this Agreement, intending to be legally bound

hereby and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Buyer and Seller as the Parties agree as follows:

ARTICLE I. CERTAIN DEFINITIONS

1.1 Definitions.

Capitalised terms used in this Agreement without definition have the meanings specified in the Whitepaper, unless the context otherwise requires. In addition, whenever used in this Agreement, unless the context otherwise requires, as used herein, the following terms shall have the following meanings:

“Action” means any claim, action, suit, audit, assessment, arbitration, or any proceeding, in each case, that is by or before any Governmental Authority.

“ROK Person” means any citizen, resident, natural or legal person located or domiciled in Republic of Korea, or any legal entity, including, without limitation, any corporation or partnership created, registered or organized in or under the laws of Republic of Korea, or anyone who has any other minimal connections or any other ties with Republic of Korea.

“Damages” mean any real and potential damages, losses, liabilities, fees, costs or expenses of any kind, whether direct or indirect, consequential, compensatory, incidental, actual, exemplary, punitive or special, including any loss of business, revenues, profits, data, use, goodwill or other intangible losses.

“Dispute” means any dispute, controversy or claim based on, arising out of, relating to or in connection with this Agreement, including with respect to the formation, applicability, breach, violation, termination, validity or enforceability hereof.

“Distribution Period” means the time period during which Seller will be offering SVT Tokens for allocation and distribution.

“ETH” means Ether cryptocurrency used for the purchase of SVT Tokens.

“BTC” means Bitcoin cryptocurrency used for the purchase of SVT Tokens.

“Governmental Authority” means any applicable federal, state, provincial, territorial, municipal, local or foreign government, governmental authority, regulatory or administrative agency, governmental commission, department, board, bureau, ministry, agency or instrumentality, court or tribunal, in each case having jurisdiction with respect to a particular matter.

“Payment” means payment made by Buyer to Seller for SVT Tokens.

“Personal Account” means an account created for Buyer on Website after Buyer’s successful registration and authorization thereon, and used for SVT Tokens purchase.

“PRC Person” means any citizen, resident, natural or legal person located or domiciled in the People’s Republic of China, or any legal entity, including, without limitation, any corporation or partnership created, registered or organized in or under the laws of the People’s Republic of China,

or anyone who has any other minimal connections or any other ties with the People's Republic of China.

"Privacy Policy" means Seller's statement that describes the way Seller gathers, uses, discloses, and manages Buyers' data and the latest version is available at smartvalley.io/SmartValley_Privacy_Policy_12.01.17.pdf.

"Seller's Parties" mean Seller and Seller'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, as well as any other person nominated by Seller.

"Singapore Person" means any citizen, resident, natural or legal person located or domiciled in Singapore, or any legal entity, including, without limitation, any corporation or partnership created, registered or organized in or under the laws of Singapore, or anyone who has any other minimal connections or any other ties with Singapore.

"Terms of Use" means terms and conditions of use applicable to the Website that are hereby incorporated by reference and the latest version is available at smartvalley.io/ToU_SmartValley_12.01.17.pdf.

"U.S. Person" means any citizen, resident, natural or legal person located or domiciled in the United States of America including its states, territories and the District of Columbia, or any legal entity, including, without limitation, any corporation or partnership created, registered or organized in or under the laws of the United States of America, any state or territory thereof or the District of Columbia, or anyone who has any other minimal connections or any other ties with the United States of America.

"Website" means Smart Valley Project official website available at <https://smartvalley.io/>.

"Whitepaper" means a document describing in details Smart Valley Platform and SVT Tokens, as well as other issues related thereto and associated therewith, the latest version of which is available at smartvalley.io/WP_en.pdf.

1.2 Construction and Interpretation. Unless the context of this Agreement otherwise requires, (i) words of any gender include each other gender; (ii) words using the singular or plural number also include the plural or singular number, respectively; (iii) the terms "hereof," "herein," "hereby," "hereto" and derivative or similar words refer to this entire Agreement; (iv) the terms "Article" or "Section" refer to the specified Article or Section of this Agreement; (v) the word "including" shall mean "including, without limitation," (vi) the word "or" shall be disjunctive but not exclusive, and (vii) the term "dollar" or "\$" means lawful currency of the United States of America.

(b) Unless the context of this Agreement otherwise requires, references to agreements and other documents shall be deemed to include all subsequent amendments and other modifications thereto.

(c) The language used in this Agreement shall be deemed to be the language chosen by the parties to express their mutual intent and no rule of strict construction shall be applied against any party.

(d) Whenever this Agreement refers to a number of days, such number shall refer to calendar days.

ARTICLE II. PURCHASE OF SVT TOKENS

2.1 Binding Agreement.

Buyer agrees to purchase and Seller agrees to sell SVT Tokens on the terms and under the conditions set forth herein. Buyer fully acknowledges, understands and agrees that it is subject to and bound by this Agreement by virtue of Buyer's purchase of SVT Tokens. This Agreement shall become effective and binding on the Parties depending on whatever happens earlier either (a) from the moment Buyer ticks the check-box on the Website to indicate and confirm that it has read, acknowledged, understood and agrees to the terms of this Agreement; or (b) upon commitment of Payment by the Buyer under Section 2.7 hereof.

2.2 Terms of Use.

Seller has established Terms of Use for the Website. Terms of Use may be amended unilaterally at any time at Seller's sole discretion. The latest version of Terms of Use are hereby incorporated by reference. Buyer confirms that it has read, acknowledged, understood and agrees to Terms of Use in their entirety. It is Buyer's responsibility to check the Website regularly for any modifications to the Terms of Use. In case of any conflicts between provisions of Terms of Use and this Agreement, the Agreement shall prevail.

2.3 Whitepaper.

Seller has prepared the Whitepaper describing Smart Valley Platform and SVT Tokens distribution process. The Whitepaper may be amended unilaterally from time to time at Seller's sole discretion. The latest version of the Whitepaper is hereby incorporated by reference solely for information purposes regarding the Smart Valley Platform and SVT Tokens distribution process. Buyer confirms that it has read, acknowledged and understood the Whitepaper in its entirety. It is Buyer's responsibility to check the Website regularly for modifications to the Whitepaper. In case of any conflicts between provisions of the Whitepaper and this Agreement, the Agreement shall prevail.

2.4 SVT Tokens.

(a) SVT Tokens are utility crypto-tokens providing Buyer with a right to use Smart Valley Platform, i.e. assess and participate in funding of potentially successful projects, as described in Whitepaper and herein.

(b) SVT Tokens may be tradable. Nevertheless, SVT Tokens are not an investment, loan, currency, security, commodity, a swap on a currency, security or commodity or any other kind of financial instrument as may be defined by any national legislation or Governmental Authority.

(c) SVT Tokens do not have any rights, uses, purposes, attributes, functionalities or features, express or implied, including without limitation any uses, purposes, attributes, functionalities or features except those that are provided by Smart Valley Platform and this Agreement.

(d) Any price and/or other amounts paid for SVT Tokens are non-refundable. Such purchases cannot be cancelled or withdrawn in any other way. Buyer acknowledges understands and agrees that there is a risk of losing any and all amounts paid.

(e) Seller by means of this reserves the right to refuse or cancel any and all SVT Token purchase requests at any time at its sole discretion. Buyer acknowledges, understands and agrees to the reserved right.

2.5 Not an Offering of Securities, Commodities or Swaps.

The sale of SVT Tokens and SVT Tokens themselves are not software, securities, commodities, swaps on either securities or commodities or a financial instrument of any kind as may be determined by any national legislation or defined by any Governmental Authority. Purchases and sales of SVT Tokens are not subject to the protections of any laws governing the named types of financial instruments. This Agreement and all other documents referred to herein, including Whitepaper and Terms of Use, 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 as may be established by any national legislation or defined by any Governmental Authority.

2.6 Not an Investment.

Buyer should not participate in the purchase of SVT Tokens for investment purposes as may be defined by any national legislation. SVT Tokens are utility crypto-tokens and are not designed for investment purposes. SVT Tokens should not be considered as a type of investment as may be defined by any national legislation.

2.7 Payment.

Payment is a prepayment for the right to use Smart Valley Platform in future. The possible ways of future using of SVT Tokens on Smart Valley Platform are described in Whitepaper.

2.8 Receipt of SVT Tokens.

(a) Seller shall distribute to Buyer the amount of SVT Tokens specified in Buyer's Personal Account within reasonable period of time after completion of Distribution Period.

(b) Buyer shall provide an accurate digital wallet address to Seller for receipt of any SVT Tokens distributed to Buyer pursuant to this Agreement.

2.9 Use of Proceeds.

Buyer acknowledges and understands that the proceeds from the sale of SVT Tokens will be utilized by Seller in its sole discretion.

ARTICLE III. REPRESENTATIONS AND WARRANTIES OF BUYER

By means of this Buyer represents and warrants to Seller as of the date of this Agreement as follows:

3.1 Authority.

Buyer has all requisite power and authority to execute, deliver, carry out and perform its obligations under this Agreement, making Payments, purchase SVT Tokens.

(a) If an individual, Buyer is at least 18 years old or of any other higher sufficient legal age that can be established by any legal system applicable to Buyer to have full capacity to purchase SVT Tokens.

(b) If a legal person, Buyer is duly organized, validly existing and in good standing under the law of its domiciliary jurisdiction and each jurisdiction where it conducts business. Buyer has all requisite corporate power and authority to execute and deliver this Agreement and to consummate the transactions contemplated hereby.

3.2 Not a PRC Person.

Buyer is not a PRC Person. Neither this Agreement nor Whitepaper are targeted at PRC Persons. SVT Tokens are not offered to PRC Persons who are strictly prohibited and restricted from making Payments and/or using SVT Smart Contract and/or purchasing SVT Tokens in line with Section 4.4(a) hereof.

3.3 Not a Singapore Person.

Buyer is not a Singapore Person. Neither this Agreement nor Whitepaper are targeted at Singapore Persons. SVT Tokens are not offered to Singapore Persons who are strictly prohibited and restricted from making Payments and/or using SVT Smart Contract and/or purchasing SVT Tokens in line with Section 4.4(b) hereof.

3.4 Not a U.S. Person.

Buyer is not a U.S. Person. Neither this Agreement nor Whitepaper are targeted at U.S. Persons. SVT Tokens are not offered to U.S. Persons who are strictly prohibited and restricted from making Payments and/or using SVT Smart Contract and/or purchasing SVT Tokens in line with Section 4.4(c) hereof.

3.5 Not a ROK Person.

Buyer is not a ROK Person. Neither this Agreement nor Whitepaper are targeted at ROK Persons. SVT Tokens are not offered to ROK Persons who are strictly prohibited and restricted from making Payments and/or using SVT Smart Contract and/or purchasing SVT Tokens in line with Section 4.4(d) hereof.

3.6 No Conflict; Compliance with Laws.

The execution, delivery 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: (a) any provision of, or result in the breach of, any applicable law, the memorandum and articles of association, articles of incorporation, bylaws or other organizational documents, if applicable; (b) any provision of any judgment, decree or order to which Buyer is a party, by which it is bound, or to which any of its material assets are subject; (c) any material agreement, obligation, duty or commitment to which Buyer is a party or by which it is bound; or (d) any laws, regulations or rules applicable to Buyer.

3.7 Consents and Approvals; Governmental Authorities.

Assuming the truth and completeness of the representations and warranties of Buyer contained in this Agreement, no consent, approval or authorization of, or designation, declaration or filing with, any Governmental Authority is required with respect to Buyer's execution or delivery of this Agreement.

3.8 Litigation and Proceedings.

There are no Actions, or, to the knowledge of Buyer, investigations, pending before or by any Governmental Authority or, to the knowledge of Buyer, threatened, against Buyer which, if determined adversely, could reasonably be expected to have a material adverse effect on the ability of Buyer to enter into and perform its obligations under this Agreement. There is no unsatisfied judgment or any open injunction binding upon Buyer which could reasonably be expected to have a material adverse effect on the ability of Buyer to enter into and perform its obligations under this Agreement.

3.9 Knowledge; Understanding of Risks.

Buyer has sufficient knowledge and experience in business and financial matters, blockchain or cryptographic tokens and other digital assets, smart contracts, storage mechanisms (such as digital or token wallets), blockchain based software systems and blockchain technology, to be able to evaluate the risks and merits of Buyer's purchase of SVT Tokens, including sufficient knowledge to clearly understand all the matters set forth in this Agreement, and is able to bear any and all risks related therewith, including loss of all amounts paid, loss of SVT Tokens and other risks under Article VIII hereof. Buyer is able to bear liability to Seller's Parties and any other third parties for its misacts and omissions, including those constituting breach of this Agreement, negligence, fraud or willful misconduct. Buyer has obtained sufficient information in order to make an informed decision to enter into this Agreement and purchase SVT Tokens.

3.10 Funds; Payments.

(a) Any and all funds, including virtual currency or cryptocurrency, Buyer uses to purchase SVT Tokens are not derived from or related to any unlawful activities, including money laundering or terrorist financing, and Buyer will not use SVT Tokens to finance, engage in, or otherwise support any unlawful activities as may be defined by any Governmental Authority.

(b) Any and all payments by Buyer under this Agreement, , including Payment, will be made only in Buyer’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.

3.11 Other Regulatory Compliance.

(a) Anti-Money Laundering; Counter-Terrorism Financing. To the extent required by any Governmental Authority or by applicable law of any related jurisdiction, Buyer represents and warrants that it complies with all anti-money laundering and counter-terrorism financing requirements. Any and all funds, including virtual currency or cryptocurrency, Buyer uses to purchase SVT Tokens are not derived from or related to any unlawful activities, including money laundering or terrorist financing, and Buyer will not use SVT Tokens to finance, engage in, or otherwise support any unlawful activities as may be defined by any Governmental Authority.

(b) Sanctions Compliance. Neither Buyer, nor any person having a direct or indirect beneficial interest in Buyer, if applicable, or SVT Tokens being acquired by Buyer, or any person for whom Buyer is acting as agent or nominee in connection with SVT Tokens, is the subject to sanctions administered or enforced by any Governmental Authority or related jurisdiction, or is organized or residing in a country or territory that is the subject of country-wide or territory-wide sanctions administered or enforced by any Governmental Authority or related jurisdiction.

ARTICLE IV. SVT TOKENS DISTRIBUTION

4.1 Material Terms of SVT Tokens Allocation and Distribution.

Seller offers SVT Tokens for allocation and distribution in accordance with the material specifications as set forth in Schedule 1 hereto which includes details regarding the pricing of SVT Tokens, the number of SVT Tokens to be distributed and Distribution Period. Seller may change Distribution Period and amend Schedule 1 in any other way as it deems necessary for any reason, including bugs in SVT Smart Contract or the unavailability of the Website or any other unforeseen procedural or security issues.

4.2 Specific Procedures of SVT Tokens Distribution.

During the Distribution Period Seller will provide specific instruction and procedures on how Buyer should purchase SVT Tokens through the Website. It is Buyer’s responsibility to follow and check the Website for receiving specific procedures on SVT Tokens purchase. By purchasing SVT Tokens, Buyer acknowledges, understands and has no objection to such instructions, procedures and specifications. Buyer acknowledges, understands and has no objection that failure to use the Website and follow the specific procedures may result in Buyer not receiving any SVT Tokens and/or losing some or all of the amounts paid in exchange for SVT Tokens, regardless of the purchase date.

4.3 Website Access.

Receipt or purchase of SVT Tokens through any other means other than Website are not sanctioned or in any way agreed by Seller. Purchase of SVT Tokens through any other means but the Website is not subject hereof. Buyer should take great care that only Website is used to purchase SVT Tokens.

4.4 Distribution Limitations.

(a) NO PRC PURCHASES. SVT TOKENS ARE NOT IN ANY WAY OFFERED TO PRC PERSONS. PRC PERSONS ARE STRICTLY PROHIBITED AND RESTRICTED FROM MAKING PAYMENTS, USING SVT SMART CONTRACT AND/OR PURCHASING SVT TOKENS THROUGH THE WEBSITE ON THE BASIS OF THIS AGREEMENT. SELLER IS NEITHER SOLICITING PURCHASES BY PRC PERSONS NOR TARGETING SVT TOKENS AT PRC PERSONS IN ANY WAY. IF A PRC PERSON MAKES PAYMENTS, USES SVT SMART CONTRACT AND/OR PURCHASES SVT TOKENS, SUCH PRC PERSON DOES SO ON UNLAWFUL, UNAUTHORIZED AND FRAUDULENT BASIS IN VIOLATION OF TERMS OF USE, BUYER’S REPRESENTATIONS UNDER SECTION 3.2 HEREOF, AND THEREFORE THIS AGREEMENT SHALL BE NULL AND VOID. Seller is not bound by this Agreement if either this Agreement has been entered into by PRC Person as Buyer or any third party acting as Buyer has entered into this Agreement or has purchased SVT Tokens on behalf of PRC Person. Seller may take all necessary and appropriate actions as it deems necessary and in its sole discretion to invalidate this Agreement. Any PRC Person who makes Payments, uses SVT Smart Contract and/or purchases SVT Tokens or enters into this Agreement on unlawful, unauthorized or fraudulent basis shall be solely liable for, and indemnifies, defends and holds Seller and Seller’s Parties harmless from any Damages that may arise from or is a result of such PRC Person’s unlawful, unauthorized or fraudulent making of Payments, use of SVT Smart Contract and/or purchase of SVT Tokens. Any PRC Person who makes Payments, uses SVT Smart Contract and/or purchases SVT Tokens or enters into this Agreement on unlawful, unauthorized or fraudulent basis understands, acknowledges and accepts that it may lose and Seller has the right to retain any and all money and/or other funds, including virtual currency or cryptocurrency, paid for SVT Tokens as a penalty for violation of Terms of Use and misrepresentation hereunder.

(b) NO SINGAPORE PURCHASES. SVT TOKENS ARE NOT IN ANY WAY OFFERED TO SINGAPORE PERSONS. SINGAPORE PERSONS ARE STRICTLY PROHIBITED AND RESTRICTED FROM MAKING PAYMENTS, USING SVT SMART CONTRACT AND/OR

PURCHASING SVT TOKENS THROUGH THE WEBSITE ON THE BASIS OF THIS AGREEMENT. SELLER IS NEITHER SOLICITING PURCHASES BY SINGAPORE PERSONS NOR TARGETING SVT TOKENS AT SINGAPORE PERSONS IN ANY WAY. IF A SINGAPORE PERSON MAKES PAYMENTS, USES SVT SMART CONTRACT AND/OR PURCHASES SVT TOKENS, SUCH SINGAPORE PERSON DOES SO ON UNLAWFUL, UNAUTHORIZED AND FRAUDULENT BASIS IN VIOLATION OF TERMS OF USE, BUYER'S REPRESENTATIONS UNDER SECTION 3.3 HEREOF, AND THEREFORE THIS AGREEMENT SHALL BE NULL AND VOID. Seller is not bound by this Agreement if either this Agreement has been entered into by Singapore Person as Buyer or any third party acting as Buyer has entered into this Agreement or has purchased SVT Tokens on behalf of Singapore Person. Seller may take all necessary and appropriate actions as it deems necessary and in its sole discretion to invalidate this Agreement. Any Singapore Person who makes Payments, uses SVT Smart Contract and/or purchases SVT Tokens or enters into this Agreement on unlawful, unauthorized or fraudulent basis shall be solely liable for, and indemnifies, defends and holds Seller and Seller's Parties harmless from any Damages that may arise from or is a result of such Singapore Person's unlawful, unauthorized or fraudulent making of Payments, use of SVT Smart Contract and/or purchase of SVT Tokens. Any Singapore Person who makes Payments, uses SVT Smart Contract and/or purchases SVT Tokens or enters into this Agreement on unlawful, unauthorized or fraudulent basis understands, acknowledges and accepts that it may lose and Seller has the right to retain any and all money and/or other funds, including virtual currency or cryptocurrency, paid for SVT Tokens as a penalty for violation of Terms of Use and misrepresentation hereunder.

(c) NO U.S. PURCHASES. SVT TOKENS ARE NOT IN ANY WAY OFFERED TO U.S. PERSONS. U.S. PERSONS ARE STRICTLY PROHIBITED AND RESTRICTED FROM MAKING PAYMENTS, USING SVT SMART CONTRACT AND/OR PURCHASING SVT TOKENS THROUGH THE WEBSITE ON THE BASIS OF THIS AGREEMENT. SELLER IS NEITHER SOLICITING PURCHASES BY U.S. PERSONS NOR TARGETING SVT TOKENS AT U.S. PERSONS IN ANY WAY. IF A U.S. PERSON MAKES PAYMENTS, USES SVT SMART CONTRACT AND/OR PURCHASES SVT TOKENS, SUCH U.S. PERSON DOES SO ON UNLAWFUL, UNAUTHORIZED AND FRAUDULENT BASIS IN VIOLATION OF TERMS OF USE, BUYER'S REPRESENTATIONS UNDER SECTION 3.4 HEREOF, AND THEREFORE THIS AGREEMENT SHALL BE NULL AND VOID. Seller is not bound by this Agreement if either this Agreement has been entered into by U.S. Person as Buyer or any third party acting as Buyer has entered into this Agreement or has purchased SVT Tokens on behalf of U.S. Person. Seller may take all necessary and appropriate actions as it deems necessary and in its sole discretion to invalidate this Agreement. Any U.S. Person who makes Payments, uses SVT Smart Contract and/or purchases SVT Tokens or enters into this Agreement on unlawful, unauthorized or fraudulent basis shall be solely liable for, and indemnifies, defends and holds Seller and Seller's Parties harmless from any Damages that may arise from or is a result of such U.S. Person's unlawful, unauthorized or fraudulent making of Payments, use of SVT Smart Contract and/or purchase of SVT Tokens. Any PRC Person who makes Payments, uses SVT Smart Contract and/or purchases SVT Tokens or enters into this Agreement on unlawful, unauthorized or fraudulent basis understands, acknowledges and accepts that it may lose and Seller has the right to retain any and all money and/or other funds, including virtual currency or cryptocurrency, paid for SVT Tokens as a penalty for violation of Terms of Use and misrepresentation hereunder.

(d) NO ROK PURCHASES. SVT TOKENS ARE NOT IN ANY WAY OFFERED TO ROK PERSONS. ROK PERSONS ARE STRICTLY PROHIBITED AND RESTRICTED FROM MAKING PAYMENTS, USING SVT SMART CONTRACT AND/OR PURCHASING SVT TOKENS THROUGH THE WEBSITE ON THE BASIS OF THIS AGREEMENT. SELLER IS NEITHER SOLICITING PURCHASES BY ROK PERSONS NOR TARGETING SVT TOKENS AT ROK PERSONS IN ANY WAY. IF A ROK PERSON MAKES PAYMENTS, USES SVT SMART CONTRACT AND/OR PURCHASES SVT TOKENS, SUCH ROK PERSON DOES SO ON UNLAWFUL, UNAUTHORIZED AND FRAUDULENT BASIS IN VIOLATION OF TERMS OF USE, BUYER’S REPRESENTATIONS UNDER SECTION 3.5 HEREOF, AND THEREFORE THIS AGREEMENT SHALL BE NULL AND VOID. Seller is not bound by this Agreement if either this Agreement has been entered into by ROK Person as Buyer or any third party acting as Buyer has entered into this Agreement or has purchased SVT Tokens on behalf of ROK Person. Seller may take all necessary and appropriate actions as it deems necessary and in its sole discretion to invalidate this Agreement. Any ROK Person who makes Payments, uses SVT Smart Contract and/or purchases SVT Tokens or enters into this Agreement on unlawful, unauthorized or fraudulent basis shall be solely liable for, and indemnifies, defends and holds Seller and Seller’s Parties harmless from any Damages that may arise from or is a result of such ROK Person’s unlawful, unauthorized or fraudulent making of Payments, use of SVT Smart Contract and/or purchase of SVT Tokens. Any ROK Person who makes Payments, uses SVT Smart Contract and/or purchases SVT Tokens or enters into this Agreement on unlawful, unauthorized or fraudulent basis understands, acknowledges and accepts that it may lose and Seller has the right to retain any and all money and/or other funds, including virtual currency or cryptocurrency, paid for SVT Tokens as a penalty for violation of Terms of Use and misrepresentation hereunder.

4.5 Distribution of SVT Tokens to Seller’s Parties.

(a) Buyer understands and consents to participation of Seller’s Parties in allocation, distribution and purchase of SVT Tokens, including people who may work on development and implementation of the Smart Valley Platform or who may work for Seller’s future businesses which Seller may start or enter into with a portion of the proceeds from SVT Token distribution and sale.

(b) Buyer understands and consents that 75% of SVT Tokens will be distributed to Buyers, while the remaining 25% will be Smart Valley team, advisors, consultants and/or bounty program participants as may be defined by Seller at its sole discretion.

**ARTICLE V.
NO OTHER RIGHTS**

5.1 No Loan or Ownership Interest.

(a) The purchase of SVT Tokens by Buyers does not in any way constitute a loan to Seller and is not a bond as may be defined by any national legislation or Governmental Authority;

(b) The purchase of SVT Tokens by Buyers does not provide them with a stock or any other ownership or management rights or any other interest in Seller.

5.2 No Investment or Corporate Rights.

SVT Tokens are not an investment instrument as it may be defined by any national legislation. By purchasing SVT Tokens Buyer does not acquire any rights for dividends or other income from the Seller or its business activity; as well as any rights to manage, instruct or otherwise influence Seller's business and commercial activity. SVT Tokens provide Buyers with the only right to use services provided by Smart Valley Platform and have no other purpose or value. All other ways of using SVT Tokens including resale, exchange, pledge do not correspond with the purpose of SVT Tokens.

5.3 Intellectual Property Rights.

SVT Tokens do not provide and Seller retains all rights, title and interest in all of its intellectual property in relation to Smart Valley Platform, including inventions, ideas, concepts, code, discoveries, processes, marks, methods, software, compositions, formulae, techniques, information and data, whether or not patentable, copyrightable or protectable in trademark, and any trademarks, copyright or patents based thereon. Buyer may not use any of Seller's intellectual property for any reason without Seller's prior written consent.

ARTICLE VI. SECURITY AND DATA

6.1 Security.

Buyer will implement any and all necessary and appropriate measures designed to secure access to: (i) any device associated with Buyer and utilized in connection with Buyer's purchase of SVT Tokens; (ii) private keys to Buyer's wallet or any other Buyer's private account used for SVT Token storage; and (iii) any other username, passwords or other login or identifying credentials in any way connected with SVT Tokens. Seller is under no obligation to reimburse or in any other way compensate any SVT Tokens to which Buyer has lost access. Buyer understands and accepts that in the event that Buyer is no longer in possession of Buyer's device or any private keys associated with Buyer and utilized in connection with Buyer's purchase of SVT Tokens, Buyer may lose all of Buyer's SVT Tokens. Buyer also acknowledges, understands and agrees that all purchases of SVT Tokens are non-refundable.

6.2 Additional Information.

Upon Seller's first request, Buyer shall immediately provide Seller with any and all information and documents that Seller in its sole discretion deems necessary or appropriate to comply with any national laws, regulations of Governmental Authorities, rules or agreements, including those related to any judicial process. Such documents may include but are not limited to Buyer's passport, driver's license, utility bills, photographs of associated individuals, government identification cards, sworn statements, any corporate information as may be applicable. Buyer consents to disclose to Seller any such information and documents in order to comply with any applicable national laws, regulations

of Governmental Authorities, rules or agreements. Buyer acknowledges and agrees that Seller may refuse to distribute SVT Tokens to Buyer or to utilize SVT Tokens through Smart Valley Platform until such requested additional information is provided by Buyer.

6.3 Personal Data; Privacy.

Seller gathers, processes, uses, discloses, and manages information including personal data obtained from the Buyer in relation to Website use, SVT Tokens purchase and SVT Smart Contract use in compliance with Privacy Policy which is incorporated here by reference.

ARTICLE VII. NO REPRESENTATION OR WARRANTY

7.1 No Seller's Representation or Warranty.

NEITHER SELLER NOR ANY OF SELLER'S PARTIES, AND HEREBY DISCLAIMS, MAKE ANY REPRESENTATION OR WARRANTY OF ANY KIND (EXPRESS, IMPLIED OR STATUTORY) WITH RESPECT TO SVT TOKENS, SVT TOKENS ALLOCATION AND DISTRIBUTION, SVT SMART CONTRACT OR SMART VALLEY PLATFORM. SELLER DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY REPRESENTATION OF WARRANTY, EXPRESS OR IMPLIED, INCLUDING ANY RELATING TO THE FUTURE OR HISTORICAL FINANCIAL CONDITION, RESULTS OF OPERATIONS, RESULTS OF SMART VALLEY PLATFORM LAUNCH AND FUTURE OPERATION, AS WELL AS ANY WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ABSENCE OF ANY DEFECTS WITH RESPECT TO SVT SMART CONTRACT OR SVT TOKENS OR THEIR UTILITY, OR THE ABILITY OF ANYONE TO MAKE PAYMENTS, USE SVT SMART CONTRACT AND PURCHASE SVT TOKENS. WITHOUT LIMITING THE FOREGOING, NEITHER SELLER NOR ANY OF SELLER'S PARTIES REPRESENT OR WARRANT THAT THE PROCESS OF PURCHASING SVT TOKENS OR RECEIVING SVT TOKENS WILL BE UNINTERRUPTED OR ERROR-FREE OR THAT SVT TOKENS ARE RELIABLE AND ERROR-FREE. BUYER ACKNOWLEDGES AND UNDERSTANDS THAT BUYER MAY NEVER RECEIVE SVT TOKENS AND MAY LOSE ANY AND ALL MONEY AND/OR OTHER FUNDS, INCLUDING VIRTUAL CURRENCY OR CRYPTOCURRENCY, PAID FOR SVT TOKENS.

7.2 Buyer's Own Knowledge and Risk.

Buyer's decision to purchase SVT Tokens and enter into this Agreement shall be made based on Buyer's own knowledge and information disclosed herein and in Whitepaper. Additionally, Buyer has conducted to its own satisfaction an independent investigation and verification of Smart Valley Platform, SVT Smart Contract and SVT Tokens and shall therefore rely solely on its own examination. Buyer acknowledges, understands and agrees that Buyer is making Payments and purchasing SVT Tokens at its sole risk. Without prejudice to the generality of the foregoing, Buyer accepts purchased SVT Tokens on an "AS IS" and "AS AVAILABLE" basis, irrespectively of the technical specifications, parameters, performance or function thereof, and with no representations, warranties,

promises or guarantees of any kind made by Seller.

7.3 No Guarantee to Launch Smart Valley Platform.

Buyer acknowledges, understands and agrees that Buyer should not expect and there is no guarantee or representation or warranty by Seller that:

- (a) Smart Valley Platform will ever be launched and/or adopted;
- (b) Smart Valley Platform if launched and adopted will be adopted as developed by Seller and not in a different or modified form;
- (c) Smart Valley Platform if launched and adopted will be reliable and error-free.

ARTICLE VIII. RISKS

8.1 Risks Acknowledgement.

BUYER HAS CAREFULLY REVIEWED, ACKNOWLEDGES, UNDERSTANDS AND ASSUMES THE FOLLOWING RISKS, AS WELL AS ALL AND ANY OTHER RISKS ASSOCIATED WITH SMART VALLEY PLATFORM AND SVT TOKENS (INCLUDING THOSE NOT MENTIONED AND DISCUSSED HEREIN), ALL OF WHICH COULD RENDER SVT TOKENS LOST, WORTHLESS OR OF LITTLE OR NO VALUE. BUYER ACKNOWLEDGES AND ACCEPTS THAT BUYER MAY LOSE ANY AND ALL MONEY AND/OR OTHER FUNDS, INCLUDING VIRTUAL CURRENCY OR CRYPTOCURRENCY, PAID FOR SVT TOKENS.

8.2 Insufficient Information Availability.

Seller is not in a position, nor obliged, to keep Buyers closely posted on every detail of Smart Valley Platform development (including its progress and expected milestones whether rescheduled or not) and therefore will not necessarily provide the Buyers with timely and full access to all the information relating to Smart Valley Platform that may emerge from time to time. The insufficiency of information disclosure is inevitable and reasonable. Buyer acknowledges, understands and accepts that it may not have full information on the process of Smart Valley Platform development.

8.3 Uncertain Regulatory and Legal Framework.

Regulatory and legal status of crypto-tokens, digital assets and blockchain technology is unclear or unsettled in many jurisdictions. It is difficult to predict how or whether Governmental Authorities will regulate such technologies in future. It is likewise difficult to predict how or whether any Governmental Authority may make changes to existing laws, regulations and/or rules that will affect crypto-tokens, digital assets, blockchain technology and their applications. Such changes could negatively impact SVT Tokens as crypto-tokens in various ways. As a result, Seller may development of Smart Valley Platform, distribution of SVT Tokens, or its operations in a jurisdiction if there is a

risk of recognition of such activity as unlawful or commercially undesirable. Buyer acknowledges, understands and accepts the risk related to uncertain regulatory and legal framework.

8.4 Regulatory Measures.

SVT Tokens as crypto-tokens are or may be overseen by Governmental Authorities. Seller may receive queries, notices, warnings, requests or rulings from Governmental Authorities from time to time, or may even be ordered to suspend or discontinue any action in connection with Smart Valley Platform or SVT Tokens distribution. As a result, the development, marketing, promotion of Smart Valley Platform may be seriously affected, hindered or terminated. SVT Tokens in turn could be defined from time to time as virtual commodity, digital asset or even securities or currency by Governmental Authorities in various jurisdictions and therefore could be prohibited from being traded or held pursuant to local regulatory requirements. As a result, Buyer may lose all SVT Tokens purchased hereunder, as well as any and all money and/or other funds, including virtual currency or cryptocurrency, paid for SVT Tokens. Buyer acknowledges, understands and accepts the risk related to regulatory measures.

8.5 Ability to Transact or Resell.

SVT Tokens are distributed for their use on Smart Valley Platform. Buyer may be unable to sell or otherwise transact SVT Tokens at any time, or for the price Buyer paid. By making Payments and purchasing SVT Tokens, Buyer acknowledges, understands and agrees that SVT Tokens may have no value; there is no guarantee or representation of liquidity for SVT Tokens; and Seller's Parties are not and shall not be responsible or liable for the market value of SVT Tokens, the transferability and/or liquidity of SVT Tokens and/or the availability of any market for SVT Tokens through third parties or otherwise. Buyer acknowledges, understands and accepts the risk related to inability to transact or resell SVT Tokens.

8.6 Exchange and Counterparty Risks.

If Buyer makes Payments from an exchange or an account that Buyer does not control, SVT Tokens will be allocated to the account from which the Payment was made; therefore, Buyer may never receive or be able to recover the purchased SVT Tokens. If Buyer chooses to maintain or hold SVT Tokens through a cryptocurrency exchange or other third party, Buyer's SVT Tokens may be not received, stolen or lost. Buyer acknowledges and agrees that if Buyer makes Payments and/or purchases SVT Tokens through an account that Buyer does not control and/or holds SVT Tokens on a cryptocurrency exchange or with another third party, Buyer does so at its own and sole risk.

8.7 Liquidity.

SVT Token is not a currency issued by any individual, entity, central bank or national, supra-national or quasi-national organization, nor it is backed by any hard assets or other credit. Circulation of SVT Tokens on the market is not what Seller is responsible for or pursues. Trading of SVT Tokens merely depends on the consensus on its value between the relevant market participants. Nobody guarantees the liquidity of SVT Tokens to any extent at any time. Buyer acknowledges, understands

and accepts the liquidity risk.

8.8 Token Security.

SVT Tokens may be subject to expropriation and/or theft. Hackers or other malicious groups or organizations may attempt to interfere with SVT Smart Contract or SVT Tokens in a variety of ways, including malware attacks, denial of service attacks, consensus-based attacks, Sybil attacks, smurfing and spoofing. There is a risk that SVT Smart Contract as based on Ethereum blockchain may contain intentional or unintentional bugs or weaknesses which may negatively affect SVT Tokens or result in partial or complete loss of Buyer's SVT Tokens, loss of Buyer's ability to access or control Buyer's SVT Tokens and/or loss of ETH or BTC in Buyer's account and/or wallet. In the event of such a software bug or weakness there may be no remedy so SVT Tokens holders are not guaranteed any remedy, refund or compensation. Buyer acknowledges, understands and accepts the risk related to token security.

8.9 Private Keys.

SVT Tokens purchased by Buyer may be held by Buyer in Buyer's digital wallet or vault, which requires a private key, or a combination of private keys, for access. Loss of requisite private key(s) associated with Buyer's digital wallet or vault storing SVT Tokens will result in loss of access to Buyer's SVT Token balance and/or loss of such SVT Tokens. Any third party that gains access to such private key(s), including by gaining access to login credentials of a hosted wallet or vault service Buyer uses, may be able to misappropriate Buyer's SVT Tokens. Seller is not responsible for any such losses. Buyer acknowledges, understands and accepts the risk related to the loss of private keys.

8.10 Failure to Map a Public Key to Buyer's Account.

Failure of Buyer to map a public key to Buyer's account or wallet may result in third parties being unable to recognize Buyer's SVT Token balance on Ethereum blockchain when and if they configure the initial balances of a new blockchain based upon Smart Valley Platform of which Seller makes no representation or guarantee.

8.11 Reliance on Third-Parties.

If completed, Smart Valley Platform will in whole or partly rely on third parties to adopt and implement it and to continue to develop, supply, and otherwise support it. There is no assurance or guarantee that those third parties will complete their work, properly carry out their obligations, or otherwise meet anyone's needs, all of might have a material adverse effect on Smart Valley Platform. Buyer acknowledges, understands and accepts the risk related to reliance on third parties.

8.12 Ethereum Blockchain.

Buyer is aware of the specifics of Ethereum blockchain technology and acknowledges, understands and accepts all risks related thereto.

(a) The Ethereum blockchain is prone to periodic congestion during which transactions can be delayed or lost. Timing of block production is determined by proof of work so block production can occur at random times. Individuals may also intentionally spam Ethereum blockchain in an attempt to gain an advantage in purchasing cryptographic tokens. Buyer acknowledges and understands that Ethereum block producers may not include Buyer's transaction when Buyer wants or Buyer's transaction may not be included at all.

(b) In case of hardfork or double spending (51% attack) in Ethereum blockchain, all or part of SVT Tokens and SVT Smart Contract may be lost or become unavailable to exploit. Seller may not be held liable for any Damages or any other losses caused by these events and does not guarantee the safety and stability of SVT Tokens or SVT Smart Contract.

8.13 Changes and Completion.

Smart Valley Platform is still under development and may undergo significant changes over time. Although Seller intends Smart Valley Platform to have the features and specifications set forth in the Whitepaper and herein, Seller may make changes to such features and specifications at its sole discretion for any number of reasons, and any party that adopts Smart Valley Platform also may make changes, any of which may mean that Smart Valley Platform does not meet Buyer's expectation. The development of Smart Valley Platform may be abandoned at any time for a number of reasons, including lack of interest from the public, lack of funding, lack of commercial success or prospects, or departure of key personnel.

ARTICLE IX. TAXES

9.1 Applicable Taxes.

Each Buyer shall declare, bear, and pay any and all such taxes, duties, imposts, levies, tariffs, charges and surcharges that might be imposed by applicable national laws and Governmental Authorities' regulations of any jurisdiction as a result of or in connection with the receipt, holding, use, purchase, appreciation, trading or divestment of SVT Tokens (whether purchased hereunder or otherwise acquired). Buyer shall be solely liable for all such penalties, claims, fines, punishments, liabilities or otherwise arising from Buyer's non-payment, underpayment, undue payment or belated payment of any applicable tax, duty, impost, levy, tariff, charge or surcharge. Seller gives no advice and makes no representations as to the tax implication of any Buyer's purchase of SVT Tokens. SVT Tokens price does not include VAT or consumption or any other related tax

9.2 Tax Agency.

Buyer acknowledges, understands and agrees that Buyer may be considered, recognized or defined as tax agent in accordance with the laws of Buyer's tax residency.

ARTICLE X. NO LIABILITY. INDEMNIFICATION

10.1 No Liability.

This Agreement, SVT Smart Contract, Smart Valley Platform or SVT Tokens shall not form basis for any claim against the Seller and/or Seller's Parties. To the fullest extent permitted by law, Buyer disclaims and waives any right or cause of action against Seller and Seller's Parties of any kind in any jurisdiction. Buyer agrees not to seek any refund, compensation or reimbursement from any Seller's Party, regardless of the reason, and regardless of whether the reason is identified in this Agreement. Seller hereby expressly disclaims its liability, and shall in no case be liable to any person, for:

- (a) any person making Payments, using SVT Smart Contract and/or purchasing SVT Tokens in violation of any anti-money laundering, counter-terrorism financing or other regulatory requirements that are imposed in any jurisdiction and by any Governmental Authority;
- (b) any person making Payments, using SVT Smart Contract and/or purchasing SVT Tokens in violation of any representation, warranty, obligation, covenants or other provision hereunder, and the resulting failure or inability to retrieve his/her payment or to claim relevant purchased SVT Tokens;
- (c) early termination of Distribution Period for any reason;
- (d) failure, abortion, delay or rescheduling of Smart Valley Platform development and resulting failure to meet any anticipated milestone;
- (e) any malfunction, breakdown, collapse, rollback or hardforking of the Ethereum blockchain;
- (f) failure of SVT Tokens to meet any specific purpose, or unfitness for any specific use;
- (g) utilisation of proceeds raised SVT Tokens distribution;
- (h) failure to timely and completely disclose any information relating to the development of Smart Valley Platform;
- (i) any Buyer's divulgence, loss or destruction of the private key associated with Buyer's digital wallet or vault storing SVT Tokens;
- (j) trading or speculation of SVT Tokens by any person;
- (k) listing or delisting of SVT Tokens on or from any crypto-currency exchange;
- (l) SVT Tokens being classified or treated by Governmental Authority as a kind of currency, securities, commercial paper, negotiable instrument, investment or otherwise that may be banned, regulated or subject to certain legal restrictions;

(m) any risk factors disclosed herein and any Damage that is caused by, associated with, in connection with, incidental to or consequential to that risk factor.

10.2 Release.

To the fullest extent permitted by applicable law, Buyer releases Seller and Seller's Parties from any and all responsibility, liability, claims, demands, and/or Damages based on, arising out of or relating to this Agreement, any possible disputes and controversies with Buyer and the acts or omissions of any third parties.

10.3 Damages Limits.

Notwithstanding Section 10.1 hereof, in no circumstances the aggregate joint liability of Seller and Seller's Parties, whether in contract, warrant, tort or other theory, for Damages to Buyer hereunder shall exceed the amount received by Seller from Buyer. Any Dispute shall be resolved

10.4 Indemnification.

To the fullest extent permitted by applicable law, Buyer indemnifies, holds harmless and reimburses Seller and Seller's Parties from and against any and all expenses or amounts paid (including legal and arbitration fees and expenses of counsel), losses, claims, fines, liabilities, Damages, judgments based on, arising out of or relating to Payments, Buyer's use of Smart Valley Platform and/or purchase of SVT Tokens hereunder. Seller reserves the right to exercise sole control over the defense, at Buyer's expense, of any claim subject to indemnification hereunder.

10.5 Force Majeure.

Buyer understands and agrees that Seller shall not be liable for any violation hereof in case of any force majeure event, including but not limited to industrial disturbances, electrical, telecommunications, hardware, software or other utility failures, software or smart contract bugs or weaknesses, Ethereum blockchain hardfork, double spending attack, Acts of God, Second Coming, earthquakes, storms, or other nature-related events, blockages, embargoes, riots, acts or orders of government, uprisings, revolutions, 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.

ARTICLE XI. APPLICABLE LAW AND DISPUTES RESOLUTION

11.1 Applicable Law.

This Agreement shall be governed in all respects, including its formation, applicability, breach, termination, validity or enforceability according to the right and good *ex aequo et bono*.

11.2 Negotiations.

Parties shall cooperate in good faith to resolve any Dispute by way of negotiations. If the Parties are unable to resolve a Dispute within ninety (90) days of initial notice of such Dispute and invitation to negotiate sent by one Party and being received by another Party, such Dispute shall be finally resolved by binding arbitration as defined in Section 11.3 hereof.

11.3 Arbitration Agreement.

Any Dispute not resolved within ninety (90) days as set forth in Section 11.2 hereof shall be referred to and finally resolved by the International Arbitration and Cryptography Centre Limited (“IACC”) in accordance with its rules in effect at the time of the arbitration, except as they may be modified herein or by mutual agreement of the Parties. The number of arbitrators shall be three. One arbitrator shall be selected by Seller, one arbitrator shall be selected by Buyer, and the presiding arbitrator shall be nominated by arbitrators selected by the Parties. The seat of arbitration shall be London, England. Arbitration hearings if necessary shall be held online in accordance with IACC rules. The language to be used in the arbitral proceedings shall be Russian. The arbitration award shall be final and binding on the Parties.

11.4 No Class Action or Representative Actions.

Any Dispute is personal to Buyer and Seller 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 an individual will attempt 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.

ARTICLE XII. MISCELLANEOUS

12.1 Entire Agreement.

This Agreement, including any schedules and exhibits attached hereto and the materials incorporated herein by reference, constitutes the entire agreement between the Parties and supersedes all prior or contemporaneous agreements and understandings, both written and oral, between the Parties with respect to the subject matter hereof, including, without limitation, any public or other statements or presentations made by any Seller’s Party about SVT Tokens and/or Smart Valley Platform.

12.2 Severability.

If any provision of this Agreement is determined or held illegal or invalid, inoperative or unenforceable for any reason, whether in whole or in part, under the laws of any jurisdiction, such illegality or invalidity shall not affect the legality and validity of any other provisions of the Agreement and shall be modified as to make it valid and, to the extent possible, effectuate the original intent of the Parties as closely as possible in an acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the fullest extent possible.

12.3 Modification of Agreement.

Seller may modify this Agreement at any time by posting a revised version on the Website. The modified terms will become effective upon posting. It is Buyer's responsibility to check the Website regularly for any modifications to this Agreement. This Agreement was last modified on the date listed at the beginning of this Agreement.

12.4 Termination of Agreement. Survival.

Seller may unilaterally terminate this Agreement in its sole discretion in case of Buyer's misrepresentations or in the event of any other Buyer's breach of this Agreement. Upon termination of this Agreement:

- (a) all of Buyer's rights under this Agreement immediately terminate;
- (b) Buyer is not entitled to a refund of any and all amounts paid hereunder;
- (c) Articles V-XII will continue to apply in accordance with their terms.

12.5 No waivers.

The failure by Seller to exercise or enforce any right or provision of this Agreement will neither constitute a present or future waiver of such right or provision nor limit Seller's right to enforce such right or provision at a later time. All waivers by Seller must be unequivocal and in writing to be effective.

12.6 No Partnership; No Agency; No Third Party Beneficiaries.

Nothing in this Agreement and no action taken by the Parties shall constitute, or be deemed to constitute, a partnership, association, joint venture or other co-operative entity between the Parties. Nothing in this Agreement and no action taken by the Parties pursuant to this Agreement shall constitute, or be deemed to constitute, either Party the agent of the other Party for any purpose. No Party has, pursuant to this Agreement, any authority or power to bind or to contract in the name of the other Party. This Agreement does not create any third party beneficiary rights in any person.

12.7 Communications.

Buyer agrees and acknowledges that all agreements, notices, disclosures and other communications that Seller provides to Buyer pursuant to this Agreement or in connection with or related to Buyer's purchase of SVT Tokens, including this Agreement, may be provided by Seller, in its sole discretion, to Buyer, in electronic form. Any and all communication sent by Buyer to Seller shall be addressed to the email address specified on the Website.

12.8 Acknowledgement.

BUYER ACKNOWLEDGES, UNDERSTANDS, ACCEPTS AND AGREES TO ANY AND ALL PROVISIONS OF THIS AGREEMENT, AND AGREE TO BE BOUND BY THIS AGREEMENT IN ITS ENTIRETY.

SCHEDULE 1

SVT TOKENS DISTRIBUTION DETAILS

Distribution Period	1 December 2017 – April 2018
Maximum Total Amount of SVT Tokens to Be Distributed	371 666 606
Base Price	USD 0.1

Discounted Price	<p>USD 0.08 ($0.8 \times$ Base Price) - until 10 December 2017, inclusive</p> <p>USD 0.09 ($0.9 \times$ Base Price) - until March 2018, inclusive</p>
Means of Payment	ETH, BTC
Hard Cap	USD 30 million