Cryptoloans
Trade cryptocurrency on credit

TOKEN SALE AGREEMENT

PLEASE READ CAREFULLY THIS DOCUMENT BEFORE MAKING ANY PAYMENTS FOR TOKENS, AS IT AFFECTS YOUR OBLIGATIONS AND LEGAL RIGHTS, INCLUDING, BUT NOT LIMITED TO, WAIVERS OF RIGHTS AND LIMITATION OF LIABILITY. IF YOU DO NOT AGREE WITH THIS DOCUMENT, YOU SHALL NOT MAKE ANY PAYMENTS FOR TOKENS

TOKENS ARE NOT BEING OFFERED OR DISTRIBUTED TO, AS WELL AS CAN NOT BE RESOLD OR OTHERWISE ALIENATED BY THEIR HOLDERS TO, CITIZENS OF, NATURAL AND LEGAL PERSONS, HAVING THEIR HABITUAL RESIDENCE, LOCATION OR THEIR SEAT OF INCORPORATION IN SOUTH KOREA, CHINA, SINGAPORE, THE UNITED STATES OF AMERICA (INCLUDING ITS STATES AND THE DISTRICT OF COLUMBIA), PUERTO RICO, THE VIRGIN ISLANDS OF THE UNITED STATES, ANY OTHER POSSESSIONS OF THE UNITED STATES OF AMERICA, OR IN THE COUNTRY OR TERRITORY WHERE TRANSACTIONS WITH DIGITAL TOKENS ARE PROHIBITED OR IN ANY MANNER RESTRICTED BY APPLICABLE LAWS OR REGULATIONS

TOKENS MAY HAVE NO VALUE. BUYER MAY LOSE ALL AMOUNTS PAID

CRYPTOLOANS PROJECT INVITES everyone who wants to participate in **CRYPTOLOANS PROJECT** and is not a Restricted Person (as it defined below) (" Invitees ") to make an offer in order **TO ENTER INTO AGREEMENT ON SALE OF TOKENS** (" Agreement ") under the terms and conditions set out below **ON THE BUYER'S SIDE** (" Buyer ").

If you meet the criteria of being an Invitee, you are entitled to make an offer on an acquisition of ERC20 compatible tokens "LCN" distributed on the Ethereum blockchain (" Tokens ") in the amount you want by sending the respective amount of payment via the cryptocurrency wallet controlled by the independent escrow agent. To do this, you should follow the instructions screened on the Website.

Your transfer of the payment for the Tokens will constitute your willingness to enter into the Agreement with **CRYPTOLOANS PROJECT** under the terms and conditions set out therein.

If **CRYPTOLOANS PROJECT** agrees to your offer made in a specified manner, it will distribute the Tokens to you subject to the terms and conditions set out in the Agreement. Your receipt of the Tokens on your Ethereum ERC20 Wallet address (as it defined below) shall constitute due conclusion of the Agreement in respect of such Tokens.

If **CRYPTOLOANS PROJECT** for whatever reason rejects your offer, the Agreement shall not be deemed as concluded and your funds will be refunded by **CRYPTOLOANS PROJECT**, as the case may be. In this case, any refunds made in your favor will be reduced by an amount of any expenses that **CRYPTOLOANS PROJECT** has incurred or may incur in future in this regard, including any exchange fees, bank fees, agency and brokerage fees, remunerations, taxes, charges, fees for blockchain transactions, etc.

CRYPTOLOANS PROJECT is free to reject any of your offers, even if it is made in a proper manner.

In Agreement Cryptoloans project and Buyer agree as follows:

1. DEFINITIONS

1.1. In addition to the definitions contained elsewhere in the text of this Agreement, the following terms and expressions shall have the meaning ascribed to them here below:

" **Cryptoloans Parties** " means Cryptoloans project and its respective past, present and future employees, officers, directors, contractors, consultants, attorneys, accountants, financial advisors, equity holders, suppliers, vendors, service providers, parent companies, subsidiaries, affiliates, agents, representatives, predecessors, successors and assigns.

" **Cryptoloans Party** " means one of the foregoing, as the case may be.

" **Conversion Date** " has the meaning, set out in Article 3.4 of Exhibit 1.

" **Cryptocurrency** " means Bitcoin (BTC), Ether (ETH) and other cryptocurrency which Cryptoloans project will accept as the payment for Tokens.

" **Damages** " means damages, losses, liabilities, costs or expenses of any kind, whether direct or indirect, consequential, compensatory, incidental, actual, exemplary, punitive or special and including, without limitation, any loss of business, revenues, profits, data, use, goodwill or other intangible losses.

" **Disputes** " has the meaning, set out in Article 11.11.2.

" **Ethereum** " means an open-source, public, blockchain-based distributed computing platform featuring smart contract (scripting) functionality.

" **Ethereum ERC20 Wallet** " has the meaning, set out in Article 5.1.2 of Exhibit 1.

" **Intellectual Property** " has the meaning, set out in the Terms of Use.

" **Minimum Threshold** " has the meaning, set out in Article 3.7 of Exhibit 1.

" **Notices** " has the meaning, set out in Article 13.9.

" **Platform** " means the community-based system described in the White Paper and to be developed and deployed by Cryptoloans Parties.

" **Privacy Policy** " means the document describing the methods how Cryptoloans Parties collect, use and release information collected from Buyers available on the Website (as may be amended from time to time).

" **Refund Receiver** " has the meaning, set out in Article 9.1 of Exhibit 1.

" **Restricted Persons** " has the meaning, set out in Article 4.6.

" **Retained Tokens** " has the meaning, set out in Article 6.4.2 of Exhibit 1.

" **Sale Launch Date** " means the calendar date when the Token Sale launches as it is set out in Article 1.1 of Exhibit 1.

" **Sale Expiration Date** " means the calendar date when the Token Sale expires as it is set out in Article 1.1 of Exhibit 1.

" **Services** " means the services and other use cases which Cryptoloans Parties provide to the holders of the Tokens via the Platform and which are more specifically described in the White Paper.

" **Terms of Use** " means the document describing the terms of use of the Website available on the Website (as may be amended from time to time).

" **Token Sale** " has the meaning, set out in Article 1.1 of Exhibit 1.

" **Token Smart Contract** " means the Ethereum smart contract representing the mechanism of creation and distribution of the Tokens.

" **Web Application** " has the meaning, set out in Article 2.1 of Exhibit 1.

" **Website** " means https://cryptoloans.top and all subdomains and all their respective pages.

" **White Paper** " means the document describing the Platform, the Tokens, the Services, and other matters related to the Platform, and available on the Website (as may be amended from time to time).

§1. Entrance into Agreement and Terms of Use. White Paper

2.1. This Agreement shall be effective and binding on the Cryptoloans project and Buyer when Buyer receives the Tokens on Buyer's Ethereum ERC20 Wallet address in the amount calculated in accordance with the provisions of Exhibit 1 hereto.

2.2. Cryptoloans Parties have established the Terms of Use, as may be amended from time to time upon a Cryptoloans Party's sole discretion, which are hereby incorporated by reference. Buyer has read, understands and agrees to those terms.

2.3. Cryptoloans Parties have prepared the White Paper, as may be amended from time to time upon a Cryptoloans Party's sole discretion, which is hereby incorporated by reference. Buyer has read and understands the White Paper and its contents. The content of the White Paper is not binding for Cryptoloans Parties and is subject to change in line with ongoing research and development of the Platform.

§2. No Partner Relationship between Buyer and Cryptoloans Parties

2.4. Cryptoloans Project and Buyer are independent contractors, and neither party hereto, nor any of their respective affiliates, is an agent of the other for any purpose somehow related to this Agreement or has the authority to bind the other.

2.5. Purchasing of the Tokens from Cryptoloans project does not create any form of partnership, joint venture or any other similar relationship between Buyer and a Cryptoloans Party.

3. LEGAL STATUS OF TOKENS

§1. Restricted Use of Tokens

3.1. The Tokens are intended to be used only:

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

3.1.2. as a means to obtain the Services as it is strictly described in the White Paper;

3.2. Hereby Buyer accepts explicitly and agrees that:

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

3.2.2. he is not acquiring the Tokens for any other uses or purposes, except for as specified in Article 3.1; and

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

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

§2. No Rights Created by Tokens

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

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

3.4.2. do not represent a loan to any of the Cryptoloans Parties; and

3.4.3. do not provide Buyer with any ownership or other interest in any of Cryptoloans Parties.

3.5. Acquisition of the Tokens from Cryptoloans project does not present an exchange of payment for any form of shares in any of Cryptoloans Parties or the Intellectual Property. For the avoidance of doubt and irrespective of the provisions of the White Paper, Buyer is not entitled to any guaranteed form of dividends, revenue distributions, and voting rights.

3.6. For the purpose of this Agreement, the Tokens shall be viewed as software with cryptographic elements that is sold out as a utility appliance for the Platform. Cryptoloans project may from time to time launch various incentive programs, including the one specified in Article 3.1, for the holders of the Tokens to encourage and promote their attention to the Platform.

§3. Not for Investment Purposes

3.7. Although the Tokens may be tradable, they are not an investment, currency, security, commodity, a swap on a currency, security or commodity or any other kind of financial instrument. The Tokens are not intended to be marketed, offered for sale, purchased, sold, or traded in any jurisdiction where they are prohibited by applicable laws or require further registration with any applicable governmental authorities.

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

3.9. This Agreement does not constitute a prospectus of any sort, is not a solicitation for investment and does not pertain in any way to an initial public offering or a share/equity offering and does not pertain in any way to an offering of securities in any jurisdiction. It is a description of the functionality of a Token Smart Contract.

§4. Funds Collected through Token Sale

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

§5. Possibility of Change to Functionality of Tokens

3.11. The Cryptoloans Parties are in the process of undertaking a legal and regulatory analysis of the functionality of the Tokens. Following the conclusion of this analysis, the Cryptoloans Parties may decide to amend the intended functionality of the Tokens in order to ensure compliance with any legal or regulatory requirements to which the Tokens are subject. The Cryptoloans Parties shall publish a notice on Website of any changes to the functionality of Tokens and it is Buyer's responsibility to regularly check the Website for any such notices.

3. TOKEN SALE PROCEDURE

§1. General Provisions on Token Sale Procedure

4.1. The substantial information about the procedures and material specifications of the Token Sale are provided in Exhibit 1, including details regarding the timing, pricing of the Token sale, and the number of Tokens to be sold and distributed. The information about specific procedures on how Buyer should purchase the Tokens may also be provided on the Website. By sending the payment for the Tokens, Buyer acknowledges that he understands and has no objection to these procedures and material specifications. Failure to follow such procedures may result in Buyer not receiving any Tokens.

4.2. Buyer's purchase of the Tokens from Cryptoloans project during the Token Sale period is final, and there are no refunds or cancellations except as provided in the binding legal documentation published on the Website or may be required by applicable law or regulation.

4.3. Cryptoloans project reserves the right to refuse or reject the offers on acquisition of the Tokens at any time at Cryptoloans` sole discretion, including cases when the information provided by Buyer (Invitee) upon any requests is not sufficient, inaccurate or misleading, Buyer (Invitee) is deemed to be a Restricted Person, or Buyer (Invitee) has not complied with any of the requirements of the Web Application. To the extent that Cryptoloans project refuses or rejects the offers on acquisition of the Tokens, Cryptoloans project will exercise reasonable endeavors to procure that the transferred payment is refunded to the Buyer (Invitee) in the amount defined in accordance with this document and an agreement with the escrow agent. However, Cryptoloans project does not warrant, represent or offer any assurances that Cryptoloans project will successfully be able to recover and/or return any such transfers.

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

4.5. Buyer shall provide an accurate digital wallet address to Cryptoloans project for receipt of any Tokens distributed to Buyer pursuant to this Agreement.

§2. Persons Who Are Restricted to Purchase Tokens

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

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

4.6.2. citizens of, natural and legal persons, having their habitual residence, location or their seat of incorporation in China, South Korea, Singapore or other country or territory where transactions with digital tokens are prohibited or in any manner restricted by applicable laws or regulations, or will become so prohibited or restricted at any time after this Agreement becomes effective.

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

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

4.8.1. whether or not Buyer or a person he represents is a Restricted Person;

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

4.8.3. whether or not Buyer is allowed by applicable laws and regulations to use the Tokens in the manner specified at the Website.

4.9. If a Restricted Person purchases the Tokens, such Restricted Person has done so on an unlawful, unauthorized and fraudulent basis. In such a case, any transactions and operations entered into by the Restricted Person in respect of the Tokens shall be null and void, including, but not limited to, the following:

4.9.1. transactions resulting from acceptance of this Agreement;

4.9.2. any transaction resulting from the acquisition of the Tokens; and

4.9.3. any payment operation.

4.10. None of the Cryptoloans Parties shall be bound by a transaction or an operation specified in Article 4.9, and respective Cryptoloans Party may, in its sole discretion:

4.10.1. take all necessary and appropriate actions to apply and enforce the consequences of the void transactions and operations specified above;

4.10.2. notify the relevant authorities on the transaction or the operation in question; and

4.10.3. retain all the funds paid by the Restricted Person and either freeze them until the situation is resolved by the respective authority or transfer to the account specified by the relevant financial authority, or apply to cover inflicted losses or discharge liabilities, or refund to the payer of the funds in accordance with the applicable legislation and provisions of this Agreement.

4.11. Any Restricted Person purchasing the Tokens shall be solely liable for Damages caused to Cryptoloans Parties and shall indemnify, defend and hold harmless Cryptoloans Parties from any Damages, losses, and expenses incurred by Cryptoloans Parties that arise from or are the result of such Restricted Person's purchase of the Tokens.

4.12. Cryptoloans project neither offer or distribute the Tokens nor carry on a business (activity) in any regulated activity in Singapore, in People's Republic of China, in South Korea, or in other countries and territories where transactions in respect of, or with use of, digital tokens fall under the restrictive regulations or require from Cryptoloans project to be registered or licensed with any applicable governmental authorities.

5. Acknowledgment and Assumption of Risks

5.1. Buyer acknowledges and agrees that there are risks associated with purchasing the Tokens, holding the Tokens, and using the Tokens for receiving the Services, as disclosed and explained in Exhibit 2. By sending the payment for the Tokens, Buyer expressly acknowledges and assumes these risks.

6. Security of buyer's tokens

6.1. Buyer shall implement reasonable measures for securing the wallet, vault or other storage mechanism utilized to receive and hold the purchased Tokens, including any requisite private keys or other credentials necessary to access such storage mechanisms.

6.2. In the event that Buyer is no longer in possession of Buyer's private keys or any device associated with Buyer's account or is not able to provide Buyer's login or identifying credentials, Buyer may lose all of Buyer's Tokens and/or access to Buyer's account. Cryptoloans Parties are under no obligation to recover any Tokens and are not liable for such loss of Buyer's Tokens.

7. KNOW YOUR CUSTOMER AND ANTI-MONEY LAUNDERING

7.1. Cryptoloans project reserves the right to conduct "Know Your Customer" and "Anti-Money Laundering" checks on Buyers (Invitees) if deem necessary or it becomes required by the applicable laws.

7.2. Upon any Cryptoloans Party's request, Buyer shall immediately provide to respective Cryptoloans Party information and documents that such Cryptoloans Party, in its sole discretion, deems necessary or appropriate to conduct "Know Your Customer" and "Anti-Money Laundering" checks. Such documents may include, but are not limited to, passports, driver's licenses, utility bills, photographs of associated individuals, government identification cards or sworn statements. Cryptoloans project may, in its sole discretion, refuse to distribute Tokens to Buyer (Invitee) until such requested information is provided.

7.3. Cryptoloans project reserves the right to refuse or reject the offer on acquisition of the Tokens from Buyer (Invitee) that, according to the information available to Cryptoloans Parties, is suspected in receiving the funds used for the Token purchase or in using the Tokens or the Platform, with the aim of money laundering, terrorism financing, or any other illegal activity. In addition, Cryptoloans project has the right to use any possible efforts for preventing the money laundering and terrorism financing, including blocking of Buyer's (Invitee's) Ethereum ERC20 Wallet, disclosing any information about such Buyer (Invitee) to the state authorities on their request, etc.

7.4. All payments by Buyer (Invitee) under this document shall be made only in Buyer's name, from a digital wallet 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.

8. Buyer's Responsibility for the Taxes

8.1. The purchase price that Buyer pays for the Tokens is exclusive of all applicable taxes. Buyer is solely responsible for determining what, if any, taxes apply to the purchase of the Tokens, including sales, use, value added, and similar taxes.

8.2. Buyer is responsible for withholding, collecting, reporting and remitting the correct taxes arising from the purchase of the Tokens to the appropriate tax authorities.

8.3. None of Cryptoloans Parties bear liability or responsibility with respect to any tax consequences to Buyer arising from the purchase of the Tokens.

9. Representations and Warranties

§1. Buyer's Representations and Warranties

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

(A) Buyer's Awareness of Transaction, Technology, and Risks

9.1.1. Buyer has read and understand this Agreement, the White Paper, the Terms of Use and the Privacy Policy.

9.1.2. Buyer has read and understand the risks related to the Tokens and usage of the Platform specified in Exhibit 2.

9.1.3. Buyer has sufficient understanding of the functionality, usage, storage, transmission mechaisms and other material characteristics of cryptographic tokens, token storage mechanisms (such as token wallets), blockchain technology and blockchain-based software systems to understand this Agreement and to appreciate the risks and implications of purchasing the Tokens.

9.1.4. Buyer has obtained sufficient information about the Tokens to make an informed decision to purchase the Tokens.

9.1.5. Buyer understands that the value of the Tokens over time may experience extreme volatility or depreciate in full.

(B) Authority to Enter into Agreement

9.1.6. Buyer has all requisite power and authority to execute and deliver this Agreement, to purchase the Tokens, and to carry out and perform his obligations under this Agreement.

9.1.7. If an individual, Buyer is at least 18 years old and of sufficient legal age and capacity to purchase the Tokens.

9.1.8. If a legal entity, Buyer is duly organized, validly existing and in good standing under the laws of its domiciliary jurisdiction and each jurisdiction where it conducts business. The person purchasing the Tokens on behalf of the legal entity is duly authorized to accept this Agreement on such entity's behalf and that such entity will be responsible for breach of this Agreement.

(C) Buyer is not a Restricted Person

9.1.9. Buyer is not a Restricted Person and does not represent a Restricted Person.

(D) Compliance with Applicable Laws and Regulations

9.1.10. The entering into and performance of this Agreement will not result in any violation of, be in conflict with, or constitute a material default under, with or without the passage of time or the giving of notice:

(i) any provision of Buyer's constituent documents, if applicable;

(ii) 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;

(iii) any material agreement, obligation, duty or commitment to which Buyer is a party or by which it is bound;

(iv) any foreign exchange, anti-money laundering or regulatory restrictions applicable to purchase of the Tokens; or

(v) any laws, regulations or rules applicable to Buyer.

9.1.11. Buyer will comply with any applicable tax obligations in Buyer's jurisdiction arising from the respective purchase of the Tokens.

9.1.12. Buyer will comply with all applicable anti-money laundering and counter-terrorism financing requirements.

9.1.13. The execution and delivery of, and performance under, this Agreement require no approval or other action from any governmental authority or person other than Buyer.

(E) Purpose of Purchasing Tokens

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

(F) Legal Source of the Funds used for the Purchase

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

9.2. Buyer agrees that if his country of residence or other circumstances change such that any of the representations and warranties specified in Article 9.1 are no longer accurate, that Buyer will immediately cease using the Platform.

§2. No Cryptoloans Parties' Representations and Warranties

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

9.4. Cryptoloans project and other Cryptoloans Parties (if applicable) expressly disclaim all express and implied warranties and representations as to the Tokens and the Platform. None of the Cryptoloans Parties makes any representations or warranties, express or implied, including:

9.4.1. any warranties or representations of title;

9.4.2. any warranties or representations of merchantability or fitness for a particular purpose with respect to the Platform, the Tokens or their utility, or the ability of anyone to purchase or use the Tokens;

9.4.3. the suitability, reliability, availability, timeliness, and accuracy of the Platform, the Tokens, information, software, products, Services and related graphics contained on the Website for any purpose.

9.5. Without limiting the specified in Articles 9.3-9.4, none of the Cryptoloans Parties represent or warrant that the process of payment of the Tokens or receiving the Tokens will be uninterrupted, error-free, free or shall remain free of viruses or other harmful components, or that the Tokens are reliable and error-free. As a result, Buyer acknowledges and understands that Buyer may lose the entire amount Buyer paid to Cryptoloans project.

10. LIMITATION OF LIABILITY

§1. Limitation of Cryptoloans Parties' Liability

10.1. To the fullest extent permitted by applicable law:

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

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

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

10.3. Cryptoloans project 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 Cryptoloans` reasonable control.

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

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

§2. Indemnification for Losses Incurred by a Cryptoloans Party

10.6. To the fullest extent permitted by applicable law, Buyer will indemnify, defend and hold harmless and reimburse Cryptoloans Parties from and against any and all claims, demands, actions, Damages, losses, costs and expenses (including attorneys' fees) incurred by a Cryptoloans Party arising from or relating to:

10.6.1. Buyer's purchase or use of the Tokens or the Platform;

10.6.2. Buyer's responsibilities or obligations under this Agreement, the Terms of Use or the Privacy Policy;

10.6.3. Buyer's violation of this Agreement, the Terms of Use or the Privacy Policy;

10.6.4. any inaccuracy in any representation or warranty of Buyer;

10.6.5. Buyer's violation of any rights of any other person or entity; and/or

10.6.6. any act or omission of Buyer that is negligent, unlawful or constitutes willful misconduct.

10.7. Cryptoloans project reserves the right to exercise sole control over the defense, at Buyer's expense, of any claim subject to indemnification under Article 10.6. This indemnity is in addition to, and not in lieu of, any other indemnities set forth in a written agreement between Buyer and Cryptoloans project.

§3. Force Majeure

10.8. Cryptoloans Parties shall not be liable and disclaims all liability to Buyer in connection with any force majeure event, including acts of God, labour disputes or other industrial disturbances, electrical, telecommunications, hardware, software or other utility failures, software or smart contract bugs or weaknesses, earthquakes, storms, or other nature-related events, blockages, embargoes, riots, acts or orders of government, acts of terrorism or war, technological change, changes in interest rates or other monetary conditions, and, for the avoidance of doubt, changes to any blockchain-related protocol.

10.9. If an event of force majeure occurs, the party injured hereto by the other's inability to perform may elect to suspend this Agreement, in whole or part, for the duration of the force majeure circumstances. The party hereto experiencing the force majeure circumstances shall cooperate with and assist the injured party in all reasonable ways to minimize the impact of force majeure on the injured party.

§4. Release

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

11. Governing Law AND DISPUTE RESOLUTION

§1. Applicable Law

11.1. This Agreement will be governed by and construed and enforced in accordance with the laws of the British Virgin Islands, without regard to conflict of law rules or principles (whether of the British Virgin Islands or any other jurisdiction) that would cause the application of the laws of any other jurisdiction.

§2. Informal Dispute Resolution

11.2. Buyer and Cryptoloans project shall cooperate in good faith to resolve any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity, interpretation, breach or termination, and any non-contractual obligation or other matter arising out of or in connection with it (" **Disputes** "). If the parties hereto are unable to resolve a Dispute within 90 days of notice of such Dispute being received by all parties hereto, such Dispute shall be finally settled in arbitration proceeding as stipulated in Articles 11.4-11.8.

§2. No Class Arbitrations, Class Actions or Representative Actions

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

§3. Arbitration Proceedings

11.4. Any Dispute shall be referred to and finally resolved by arbitration under the Rules of the London Court of International Arbitration in force on the date on which the arbitration is commenced, which Rules are deemed to be incorporated by reference into this Article.

11.5. The tribunal shall consist of three arbitrators. Each party hereto shall nominate one arbitrator. In the event that either of the two parties hereto fails to nominate an arbitrator within 30 days after the commencement of the arbitration proceedings, then the London Court of International Arbitration shall nominate an arbitrator on behalf of the party or parties hereto which have failed to nominate an arbitrator. The third arbitrator, who shall be the presiding arbitrator, shall be nominated by the two party-nominated arbitrators within 30 days of the last of their appointments.

11.6. The seat of the arbitration shall be London, the United Kingdom. The language of the arbitration shall be English.

11.7. Any award of the tribunal shall be final and binding from the day it is made.

11.8. The parties hereto agree to keep confidential all matters relating to the arbitration, including related court proceedings, to the greatest extent practicable.

12. TERMINATION OF AGREEMENT

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

12.2. Upon termination of this Agreement:

12.2.1. all of Buyer's rights under this Agreement immediately terminate;

12.2.2. Buyer is not entitled to a refund of any amount paid, unless otherwise strictly provided herein; and

12.2.3. Article 5 *(Acknowledgment and Assumption of Risks)*, Article 8 *(Buyer's Responsibility for the Taxes)* , Article 9 *(Representations and Warrantes)* Article 10 *(Limitation of Liability)* , Article 11 *(Governing Law and Dispute Resolution)* , Article 12 *(Termination of Agreement)* shall continue to apply in accordance with their terms.

13. MISCELLANEOUS

§1. Entire Agreement

13.1. This Agreement together with the White Paper and other documents that might be published from time to time on the Website constitutes the entire agreement between Buyer and Cryptoloans project relating to purchase of the Tokens from Cryptoloans project.

13.2. To the extent this Agreement conflicts with the Website or any other document published from time to time on the Website (including but not limited to the White Paper), this Agreement prevails.

13.3. This Agreement supersedes all prior or contemporaneous representations, understandings, agreements, or communications between Buyer and any of the Cryptoloans Parties, whether written or verbal, regarding the subject matter of this Agreement.

§2. Severability

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

§3. Amendments to Agreement

13.5. Cryptoloans project reserves the right to change, modify, add, or remove portions of this Agreement for any reason at any time during the Token Sale and afterwards by posting the amended Agreement on the Website. The revised version will be effective at the time Cryptoloans project posts it unless indicated otherwise. If you do not agree to be bound by the amended or modified Agreement, you must cease accessing or using the Platform.

§4. Assignment of Rights and Obligations

13.6. Cryptoloans project may assign Cryptoloans` rights and obligations under this Agreement without Buyer's consent.

§5. No Cryptoloans` Waiver of Rights

13.7. Cryptoloans` failure to exercise or enforce any right or provision of this Agreement will not operate as a waiver of such right or provision and will not limit Cryptoloans` right to enforce such right or provision at a later time. All waivers by Cryptoloans project must be unequivocal and in writing to be effective.

§6. Third Party Rights

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

§7. Notices

13.9. All notices, requests, claims, demands and other communications concerning this Agreement (" **Notices** ") that a Cryptoloans Party provides to Buyer, including this Agreement, will be provided in electronic form by:

13.9.1. posting a Notice on the Website; or

13.9.2. sending an email to the email address then associated with Buyer's wallet.

13.10. Notices provided by posting on the Website will be effective upon posting and Notices provided by email will be effective when a Cryptoloans Party sends the email. It is Buyer's responsibility to keep his email address current. Buyer will be deemed to have received any email sent to the email address then associated with his account when a Cryptoloans Party sends the email, whether or not Buyer actually receives or reads the email.

13.11. Notices that Buyer provides to a Cryptoloans Party must be in the English language and delivered to the Cryptoloans Party by email (info@cryptoloans.top). Such Notices will be effective one business day after they are sent.

§8. Possibility to Negotiate Agreement

13.12. Each party hereto has had an unlimited and real opportunity to influence the terms of this Agreement as well as to propose, exclude and add any provisions of this Agreement. All the terms of this Agreement are agreed by parties hereto jointly. The circumstances of the preparation of this Agreement should not affect the interpretation of its terms and the sharing of the burden of proof between the parties hereto. If Buyer has any proposals to amend, correct or add this Agreement, he can contact Cryptoloans project by email (info@cryptoloans.top).

§9. Forward-Looking Statements

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

§10. Interpretation

13.14. The Exhibits form part of this Agreement and any reference to this Agreement includes the Exhibits. In this Agreement, references to " **Articles** " or " **Exhibits** " are references to Articles of, and Exhibits to, this Agreement.

13.15. In this Agreement, unless the context indicates otherwise or the contrary is expressly stated:

13.15.1. references to the singular include references to the plural and *vice versa* ;

13.15.2. references to the male include references to the female and *vice versa* ;

13.15.3. a reference to a person includes a reference to any individual, body corporate (wherever or however incorporated or established), association, partnership, government, state agency, public authority, joint venture, works council or other employee representative body in any jurisdiction and whether or not having a separate legal personality;

13.15.4. a reference to a person includes a reference to that person's legal personal representatives, successors, permitted assigns and permitted nominees in any jurisdiction and whether or not having separate legal personality;

13.15.5. a reference to a Cryptoloans project shall be construed so as to include any Cryptoloans project, corporation or other body corporate or other legal entity, wherever and however incorporated or established; and

13.15.6. except as otherwise provided in this Agreement, when referring to time, time in GMT timezone shall apply.

13.16. The headings in this Agreement are inserted for convenience and reference purposes only and do not affect its interpretation.

13.17. The words " **hereof** ", " **herein** ", " **hereunder** " and " **hereby** " and words of similar import, when used in this Agreement, shall refer to this Agreement as a whole and not to any particular provision of this Agreement.

13.18. Wherever the word "**i nclude** ," " **includes** ," or " **including** " is used in this Agreement, it shall be deemed to be followed by the words "without limitation".

13.19. To the extent that this Agreement, the White Paper any other document that might be published from time to time on the Website conflict with translated copies, the English version prevails.

EXHIBIT 1. TOKEN SALE PROCEDURE

1. Token Sale Period

1.1. Cryptoloans project will conduct a sale of the Tokens (" **Token Sale** "), which will begin at 15:30 PM GMT on March 27, 2018 (" **Sale Launch Date** ") and end:

1.1.1. at 15:30 PM GMT on June 27, 2018; or

1.1.2. at the moment when the aggregate amount of payments for the Tokens received from all purchasers will have achieved 1 800 Ethers (ETH); or

1.1.3. at the end of the business day when the aggregate number of the paid Tokens and the Bonus Tokens will have achieved 1 080 000 Tokens (as described in Article 6.4.1 hereof), whichever is earlier (" **Sale Expiration Date** ").

2. Procedure for Buying and Receiving Tokens

2.1. Cryptoloans project will make available at the Website a web application to facilitate the procedure of purchase and receipt of the Tokens (" **Web Application** "). Buyer must ensure that the URL of Buyer's web browser indicates that it is using a hypertext transport protocol secure connection ("https") and that the domain name is correct.

2.2. To purchase the Tokens through the Web Application, Buyer shall:

2.2.1. enter the Web Application using Website; and

2.2.2. follow the on-screen instructions.

3. Token Price and Payment for Tokens

3.1. During the Token Sale, the Token exchange rate will be as follows: 1 Ether (ETH) = 300 Tokens.

3.2. Payment for the Tokens shall be made in Cryptocurrency by transfer to the unique Cryptocurrency wallet address the details of which will be available in the Web Application as specified in Article 2.2 hereof.

3.3. There is a minimal amount of payment for the Tokens that Buyer will be able to make. At any specific time, such minimal amount may be different for different Cryptocurrencies, depending on the applicable exchange rate between the payment currency and Ether (ETH). The information on such minimal amount will be available in the Web Application at any specific time.

3.5. In the case Buyer makes payment for the Tokens in Cryptocurrency other than Ether (ETH), the exchange rate between the payment currency and Ether (ETH) published on the Coinmarketcap website (https://coinmarketcap.com/) as of the Conversion Date shall apply.

3.6. Token is divisible, therefore fractional share of a Token may be purchased.

3.7. In order for the Token Sale to be successful, during the Token Sale period at least 1 300 Ethers (ETH) shall be paid for the Tokens in accordance with the terms set out herein (" **Minimum Threshold** "). If the Minimum Threshold is not achieved, then all payments made by Refund Receivers shall be refunded to them in accordance with Article 9 hereof, and the respective Refund Receivers shall not receive any Tokens.

4. Bonus Programs

4.1. Cryptoloans project may launch different bonus programs enabling different persons to receive the Bonus Tokens. Different bonus programs may be launched for the benefit of different persons.

4.2. In some cases, Bonus Tokens may be accrued when applying referral bonus codes.

4.3. Bonus Token is divisible, therefore fractional share of a Bonus Token may be accrued.

4.4. Cryptoloans project reserves the right to amend the terms and conditions of bonus programs, at its sole discretion, at any time during the Token Sale.

5. Buyer's Wallets

5.1. To purchase the Tokens, Buyer must have certain token wallets established and operational. Specifically, Buyer must have:

5.1.1. a respective Cryptocurrency wallet if Buyer wishes to purchase the Tokens using any Cryptocurrency; and/or

5.1.2. and an Ethereum wallet that supports the ERC20 token standard in order to receive the Tokens due to Buyer (" **Ethereum ERC20 Wallet** ").

5.2. Cryptoloans project reserves the right to prescribe additional guidance regarding specific wallet requirements.

6. Creation and Distribution of Tokens

6.1. Following the results of the Token Sale, Cryptoloans project will make a register containing the information on the number of Tokens paid by all Token purchasers during the Token Sale.

6.2. The information specified in Article 6.1 hereof will be downloaded to the Token Smart Contract, which will then create the Tokens and distribute them among all interested parties.

6.3. Cryptoloans project anticipates that distribution of the Tokens from the Token Smart Contract to Token purchasers will occur within 3 calendar weeks from the Sale Expiration Date.

6.4. The total number of Tokens which will be created by the Token Smart Contract shall be equal to the sum of the following:

6.4.1. 10,8% of total number of Tokens which shall amount to the total number of the Tokens paid by all Buyers in accordance with the terms and conditions hereof and the total number of the Bonus Tokens accrued to all interested parties in accordance with the terms and conditions hereof. The aggregate number of such paid Tokens and Bonus Tokens, in any case, shall not exceed 1 080 000 Tokens; and

6.4.2. 10% of total number of Tokens which shall amount to the total number of the additional Tokens distributed to Cryptoloans project (" **Retained Tokens** ") and which will be calculated depending on the total number of Tokens specified in Article 6.4.1hereof. The aggregate number of such Retained Tokens, in any case, shall not exceed 1 000 000 Tokens. For the avoidance of doubt, the maximum number of Tokens that may be created following the results of the Token Sale is 10 000 000 Tokens. However, if, subject to due calculations performed in accordance with provisions of this Article 6.4, the Cryptoloans project initiates the creation of less Tokens, afterwards, it will not initiate the creation of the balance of Tokens to reach the said maximum number.

6.5. The Tokens specified in Article 6.4.1 hereof in the number due to each Buyer or the third party (if any), will be distributed by the Token Smart Contract to the address of respective person's Ethereum ERC20 Wallet.

6.6. The Retained Tokens in full will be distributed by the Token Smart Contract to Cryptoloans project. Cryptoloans project anticipates to use the Retained Tokens, at its sole discretion, for the purposes indicated in the White Paper.

6.7. All Tokens will be of equal value and functionality.

7. Passing of Title and Risks

7.1. The Token Smart Contract is deployed by Cryptoloans project and is programmed so that all transactions it executes will be executed in the British Virgin Islands. As such, title to, and risk of loss of, the Tokens delivered by the Token Smart Contract passes from Cryptoloans project to purchasers in the British Virgin Islands.

8. Stop of Distribution Process

8.1. Cryptoloans project reserves a right to an emergency to stop the process of distribution of the Tokens in limited situations, such as, but not limited to:

8.1.1. serious security issue detected;

8.1.2. serious network performance issue, depriving all users of equal treatment;

8.1.3. any type of material attack on the Tokens, the Platform, the Website or Ethereum network.

9. Refund of Payments

9.1. In the cases specified in the Agreement and/or in this Exhibit, as well as in other cases at Cryptoloans's sole discretion, Cryptoloans project can perform a refund of payment (partially or in full) made by a person in order to acquire the Tokens ("**Refund Receiver**").

9.2. The form of payment for the refund will be the same as the Refund Receiver used when made a respective payment for the Tokens.

9.3. If initially paid by the Refund Receiver in the Cryptocurrency, Cryptoloans project, at its sole discretion, may:

9.3.1. refund to the Refund Receiver the same amount in the same Cryptocurrency, subject to deductions set out in Article 9.6 hereof; or

9.3.2. refund to the Refund Receiver the amount in the same Cryptocurrency adjusted as it is set out in Article 9.4 hereof, subject to deductions set out in Article 9.6 hereof.

9.4. In order to mitigate risks of exchange rates fluctuations, Cryptoloans project reserves the right to make adjustments to the amounts in Cryptocurrency refunded to the Refund Receivers.

9.5. Each Refund Receiver shall, at Cryptoloans's request, within 7 calendar days from such request, provide Cryptoloans project with details of his account for the funds transfer / remittance. Failure of the Refund Receiver to provide Cryptoloans project with the requested information will result in non-receiving or delay in receiving of the refund. Cryptoloans project will not be liable for any delay or failure to perform the refund where the delay or failure results from failure of the Refund Receiver to provide Cryptoloans project with the requested information.

9.6. Any refunds made in favor of the Refund Receiver will be reduced by an amount of any expenses that Cryptoloans project or the independent escrow agent has incurred or may incur in future in this regard, including any exchange fees, bank fees, agency and brokerage fees, remunerations, taxes, charges, fees for blockchain transactions, etc.

EXHIBIT 2. LIST OF RISKS

An acquisition of the Tokens involves a high degree of risk. Buyer should carefully consider the following information about these risks before he decides to buy the Tokens. If any of the following risks actually occurs, Cryptoloans Parties' business, the Platform, the value of the Tokens could be materially adversely affected. Cryptoloans project has described the risks and uncertainties that its management believes are material, but these risks and uncertainties may not be the only ones Cryptoloans Parties face. Additional risks and uncertainties, including those Cryptoloans project currently is not aware of or deem immaterial, may also materially adversely affect on Cryptoloans Parties' business, the Platform, the value of the Tokens.

1. RISKS CONNECTED TO THE VALUE OF TOKENS

1.1. **No Rights, Functionality or Features Other than Strictly Provided Herein.** The Tokens do not have any rights, uses, purpose, attributes, functionalities or features, express or implied, including, without limitation, any uses, purpose, attributes, functionalities or features on the Platform, other than strictly provided in the White Paper.

1.2. **Lack of Development of Market for Tokens.** Because there has been no prior public trading market for the Tokens, the sale of the Tokens may not result in an active or liquid market for the Tokens, and their price may be highly volatile. Although applications have been made to the cryptographic token exchanges for the Tokens to be admitted to trading, an active public market may not develop or be sustained after the Token sale. If a liquid trading market for the Tokens does not develop, the price of the Tokens may become more volatile and token holder may be unable to sell or otherwise transact in the Tokens at any time.

1.3. **Risks Relating to Highly Speculative Traded Price.** The valuation of digital tokens in a secondary market is usually not transparent, and highly speculative. The Tokens do not hold any ownership rights to Cryptoloans's assets and, therefore, are not backed by any tangible asset. Traded price of the Tokens can fluctuate greatly within a short period of time. There is a high risk that a token holder could lose his/her entire contribution amount. In the worst-case scenario, the Tokens could be rendered worthless.

1.4. **Tokens May Have No Value.** The Tokens may have no value and there is no guarantee or representation of liquidity for the Tokens. Cryptoloans Parties are not and shall not be responsible for or liable for the market value of the Tokens, the transferability and/or liquidity of the Tokens and/or the availability of any market for the Tokens through third parties or otherwise.

1.5. **Tokens are Non-Refundable.** Except for the cases strictly provided by the applicable legislation or in the legally binding documentation on the Tokens sale, Cryptoloans Parties are not obliged to provide the Token holders with a refund related to the Tokens for any reason, and the Token holders will not receive money or other compensation in lieu of the refund. No promises of future performance or price are or will be made in respect to the Tokens, including no promise of inherent value, no promise of continuing payments, and no guarantee that the Tokens will hold any particular value. Therefore, the recovery of spent resources may be impossible or may be subject to foreign laws or regulations, which may not be the same as the private law of the Token holder.

1.6. **Risks of Negative Publicity** . Negative publicity involving the Cryptoloans project, the Platform, the Tokens or any of the Cryptoloans's Parties may materially and adversely affect the market perception or market price of the Tokens, whether or not it is justified.

1.7. **Use of Tokens in Restricted Activities by Third Parties** . Programs or websites banned or restricted in certain jurisdictions, such as gambling, betting, lottery, sweepstake, pornography and otherwise, could accept different crypto-currencies or tokens in their operation. The regulatory authorities of certain jurisdictions could accordingly take administrative or judicial actions against the such programs or websites or even the developers or users thereof. The Cryptoloans project neither intends nor is able to act as a censor to scrutinize to any extent any program or website that uses Tokens with such goals. Therefore, any punishment, penalty, sanction, crackdown or other regulatory effort made by any governmental authority may more or less frighten or deter existing or potential users away from using and holding the Tokens, and consequently bring material adverse impact on the prospect of the Tokens.

1.8. **Risks Arising from Taxation.** The tax characterization of the Tokens is uncertain. The buyer shall seek his own tax advice in connection with acquisition, storage, transfer and use of the Tokens, which may result in adverse tax consequences to the buyer, including, without limitation, withholding taxes, transfer taxes, value added taxes, income taxes and similar taxes, levies, duties or other charges and tax reporting requirements.

2. BLOCKCHAIN AND SOFTWARE RISKS

2.1. **Blockchain Delay Risk.** On the most blockchains used for cryptocurrencies' transactions (e.g., Ethereum, Bitcoin blockchains), timing of block production is determined by proof of work so block production can occur at random times. For example, the cryptocurrency sent as a payment for the Tokens in the final seconds of the Token sale may not get included into that period. The respective blockchain may not include the purchaser's transaction at the time the purchaser expects and the payment for the Tokens may reach the intended wallet address not in the same day the purchaser sends the cryptocurrency.

2.2. **Blockchain Congestion Risk.** The most blockchains used for cryptocurrencies' transactions (e.g., Ethereum, Bitcoin blockchains) are prone to periodic congestion during which transactions can be delayed or lost. Individuals may also intentionally spam the network in an attempt to gain an advantage in purchasing cryptographic tokens. That may result in a situation where block producers may not include the purchaser's transaction when the purchaser wants or the purchaser's transaction may not be included at all.

2.3. **Risk of Software Weaknesses.** The token smart contract concept, the underlying software application and software platform (i.e. the Ethereum, Bitcoin blockchains) are still in an early development stage and unproven. There are no representations and warranties that the process for creating the Tokens will be uninterrupted or error-free. There is an inherent risk that the software could contain weaknesses, vulnerabilities or bugs causing, inter alia, the complete loss of the cryptocurrency and/or the Tokens.

2.4. **Risk of New Technology.** The Platform, the Tokens and all of the matters set forth in the White Paper are new and untested. The Platform and the Tokens might not be capable of completion, creation, implementation or adoption. It is possible that no blockchain utilizing the Platform will be ever launched. Purchaser of the Tokens should not rely on the Platform, the token smart contract or the ability to receive the Tokens associated with the Platform in the future. Even if the Platform is completed, implemented and adopted, it might not function as intended, and any Tokens may not have functionality that is desirable or valuable. Also, technology is changing rapidly, so the Platform and the Tokens may become outdated.

3. SECURITY RISKS

3.1. **Risk of Loss of Private Keys.** The Tokens may be held by token holder in his digital wallet or vault, which requires a private key, or a combination of private keys, for access. Accordingly, loss of requisite private keys associated with such token holder's digital wallet or vault storing the Tokens will result in loss of such Tokens, access to token holder's Token balance and/or any initial balances in blockchains created by third parties. Moreover, any third party that gains access to such private keys, including by gaining access to login credentials of a hosted wallet or vault service the token holder uses, may be able to misappropriate the token holder's Tokens.

3.2. **Lack of Token Security.** The Tokens may be subject to expropriation and or/theft. Hackers or other malicious groups or organizations may attempt to interfere with the token smart contract which creates the Tokens or 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 Ethereum platform rests on open source software, there is the risk that Ethereum smart contracts may contain intentional or unintentional bugs or weaknesses which may negatively affect the Tokens or result in the loss of Tokens, the loss of ability to access or control the Tokens. In the event of such a software bug or weakness, there may be no remedy and holders of the Tokens are not guaranteed any remedy, refund or compensation.

3.3. **Attacks on Token Smart Contract.** The blockchain used for the token smart contract which creates the Tokens is susceptible to mining attacks, including double-spend attacks, majority mining power attacks, "selfish-mining" attacks, and race condition attacks. Any successful attacks present a risk to the token smart contract, expected proper execution and sequencing of the Token transactions, and expected proper execution and sequencing of contract computations.

3.4. **Failure to Map a Public Key to Purchaser's Account.** Failure of a purchaser of the Tokens to map a public key to such purchaser's account may result in third parties being unable to recognize purchaser's Token balance on the Ethereum blockchain when and if they configure the initial balances of a new blockchain based upon the Platform.

3.5. **Risk of Incompatible Wallet Service.** The wallet or wallet service provider used for the acquisition and storage of the Tokens, has to be technically compatible with the Tokens. The failure to assure this may have the result that purchaser of the Tokens will not gain access to his Tokens.

3.6. **Risks of Theft of the Funds Raised in the Token Sale.** The Cryptoloans project will make every effort to ensure that the funds received from the Token Sale will be securely held through the implementation of security measures. Notwithstanding such security measures, there is no assurance that there will be no theft of the cryptocurrencies as a result of hacks, sophisticated cyber-attacks, distributed denials of service or errors, vulnerabilities or defects on the Website, in the smart contract(s), on the Ethereum or any other blockchain, or otherwise. Such events may include, for

example, flaws in programming or source code leading to exploitation or abuse thereof. In such event, even if the Token Sale is completed, the Cryptoloans project may not be able to receive the cryptocurrencies raised and to use such funds for the development of the Platform and/or for launching any future business line. In such case, the launch of the Platform might be temporarily or permanently curtailed. As such, distributed Tokens may hold little worth or value, and this would impact its trading price.

3.7. **Risks Relating to Escrow Wallet.** The private keys to the escrow wallet may be compromised and the cryptocurrencies may not be able to be disbursed. The escrow wallet is designed to be secure. Each of the holders of the three (3) private keys to the escrow wallet will use all reasonable efforts to safeguard their respective keys, but in the unlikely event that any two (2) of the three (3) keys to the escrow wallet are, for any reason whatsoever, lost, destroyed or otherwise compromised, the funds held by the escrow wallet may not be able to be retrieved and disbursed, and may be permanently unrecoverable. In such event, even if the Token Sale is successful, the Cryptoloans project will not be able to receive the funds raised and to use such funds for the development of the Platform. As such, distributed Tokens may hold little worth or value, and this would impact its trading price.

4. RISKS RELATING TO CRYPTOLOANS PROJECT

4.1. **Risks relating to Ineffective Management.** The Cryptoloans project and Cryptoloans Parties may be materially and adversely affected if they fail to effectively manage their operations as their business develops and evolves, which would have a direct impact on the Cryptoloans's ability to maintain the Platform and/or launch any future business lines.

4.2. **Risks Related to Highly Competitive Environment.** The financial technology and cryptocurrency industries, and the markets in which the Cryptoloans project competes are highly competitive and have grown rapidly over the past years and continue to evolve in response to new technological advances, changing business models and other factors. As a result of this constantly changing environment, the Cryptoloans project may face operational difficulties in adjusting to the changes, and the sustainability of the Cryptoloans project will depend on its ability to manage its operations and ensure that it hires qualified and competent employees, and provides proper training for its personnel. As its business evolves, the Cryptoloans project must also expand and adapt its operational infrastructure. The Cryptoloans project cannot give any assurance that the Cryptoloans project will be able to compete successfully.

4.3. **Risks Relating to General Global Market and Economic Conditions.** Challenging economic conditions worldwide have from time to time may continue to contribute to slowdowns in the information technology industry at large. Weakness in the economy could have a negative effect on the Cryptoloans's business, operations and financial condition, including decreases in revenue and operating cash flows, and inability to attract future equity and/or debt financing on commercially reasonable terms. Additionally, in a down-cycle economic environment, the Cryptoloans project may experience the negative effects of a slowdown in trading and usage of the Platform.

4.4. **Risks of Non-Protection of Intellectual Property Rights.** The Cryptoloans project relies on patents and trademarks and unpatented proprietary know-how and trade secrets and employ commercially reasonable methods, including confidentiality agreements with employees and consultants, to protect know-how and trade secrets. However, these methods may not afford complete protection and the Cryptoloans project cannot give any assurance that third parties will not independently develop the know-how and trade secrets or develop better production methods than the Cryptoloans project.

4.5. **Risks of Infringement Claims.** The competitors of the Cryptoloans project, other entities and individuals, may own or claim to own intellectual property relating to products and solutions of the Cryptoloans project. Third parties may claim that products and solutions and underlying technology of the Cryptoloans project infringe or violate their intellectual property rights. The Cryptoloans project may be unaware of the intellectual property rights that others may claim cover some or all of products or technology of the Cryptoloans project.

5. RISKS RELATING TO PLATFORM DEVELOPMENT

5.1. **Risk Related to Reliance on Third Parties.** Even if completed, the Platform will rely, in whole or partly, 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 the Platform.

5.2. **Dependence of Platform on Senior Management Team.** Ability of the senior management team which is responsible for maintaining competitive position of the Platform is dependent to a large degree on the services of each member of that team. The loss or diminution in the services of members of respective senior management team or an inability to attract, retain and maintain additional senior management personnel could have a material adverse effect on the Platform. Competition for personnel with relevant expertise is intense due to the small number of qualified individuals, and this situation seriously affects the ability to retain its existing senior management and attract additional qualified senior management personnel,which could have a significant adverse impact on the Platform.

5.3. **Dependence of Platform on Various Factors.** The development of the Platform may be abandoned 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.

5.4. **Lack of Interest to the Platform.** Even if the Platform is finished and adopted and launched, the ongoing success of the Platform relies on the interest and participation of third parties like developers. There can be no assurance or guarantee that there will be sufficient interest or participation in the Platform.

5.5. **Changes to the Platform.** The Platform is still under development and may undergo significant changes over time. Although the project management team intends for the Platform to have the features and specifications set forth in the White Paper, changes to such features and specifications can be made for any number of reasons, any of which may mean that the Platform does not meet expectations of holder of the Tokens.

5.6. **Ability to Introduce New Technologies** . The blockchain technologies industry is characterised by rapid technological change and the frequent introduction of new products, product enhancements and new distribution methods, each of which can decrease demand for current solutions or render them obsolete.

5.7. **Risk Associated with Other Applications.** The Platform may give rise to other, alternative projects, promoted by unaffiliated third parties, under which the Token will have no intrinsic value.

5.8. **Risk of an Unfavorable Fluctuation of Cryptocurrency Value.** The proceeds of the sale of the Tokens will be denominated in cryptocurrency, and may be converted into other cryptographic and fiat currencies. If the value of cryptocurrencies fluctuates unfavorably during or after the Token sale, the project management team may not be able to fund development, or may not be able to develop or maintain the Platform in the manner that it intended.

5.9. **Risk of Dissolution of Cryptoloans project or Platform.** It is possible that, due to any number of reasons, including, but not limited to, an unfavorable fluctuation in the value of Ethereum, Bitcoin or other cryptographic and fiat currencies, decrease in the Tokens utility due to negative adoption of the Platform, the failure of commercial relationships, or intellectual property ownership challenges, the Platform may no longer be viable to operate and the Cryptoloans project may dissolve.

6. RISKS ARISING IN COURSE OF CRYPTOLOANS PARTIES' BUSINESS

6.1. **Risk of Conflicts of Interest.** Cryptoloans Parties may be engaged in transactions with related parties, including respective majority shareholder, companies controlled by him or in which he owns an interest, and other affiliates, and may continue to do so in the future. Conflicts of interest may arise between any Cryptoloans Party's affiliates and respective Cryptoloans Party, potentially resulting in the conclusion of transactions on terms not determined by market forces.

6.2. **Risks Related to Invalidation of Cryptoloans Parties Transactions.** Cryptoloans Parties have taken a variety of actions relating to their business that, if successfully challenged for not complying with applicable legal requirements, could be invalidated or could result in the imposition of liabilities on respective Cryptoloans Party. Since applicable legislation may subject to many different interpretations, respective Cryptoloans Party may not be able to successfully defend any challenge brought against such transactions, and the invalidation of any such transactions or imposition of any such liability may, individually or in the aggregate, have a material adverse effect on the Platform.

6.3. **Risk Arising from Emerging Markets.** Cryptoloans Parties or some of them may operate on emerging markets. Emerging markets are subject to greater risks than more developed markets, including significant legal, economic and political risks. Emerging economies are subject to rapid change and that the information set out in the White Paper may become outdated relatively quickly.

7. GOVERNMENTAL RISKS

7.1. **Uncertain Regulatory Framework.** The regulatory status of cryptographic 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. 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 cryptographic tokens, digital assets, blockchain technology and its applications. Such changes could negatively impact the tokens in various ways, including, for example, through a determination that the tokens are regulated financial instruments that require registration. Cryptoloans project may cease the distribution of the Tokens, the development of the Platform or cease operations in a jurisdiction in the event that governmental actions make it unlawful or commercially undesirable to continue to do so.

7.2. Failure to Obtain, Maintain or Renew Licenses and Permits. Although as of the date of starting of the Token sale there are no statutory requirements obliging Cryptoloans project to receive any licenses and permits necessary for carrying out of its activity, there is the risk that such statutory requirements may be adopted in the future and may relate to any of Cryptoloans Parties. In this case, Cryptoloans Parties' business will depend on the continuing validity of such licenses and permits and its compliance with their terms. Regulatory authorities will exercise considerable discretion in the timing of license issuance and renewal and the monitoring of licensees' compliance with license terms. Requirements which may by imposed by these authorities and which may require any of Cryptoloans Party to comply with numerous standards, recruit qualified personnel, maintain necessary technical equipment and quality control systems, monitor our operations, maintain appropriate filings and, upon request, submit appropriate information to the licensing authorities, may be costly and time-consuming and may result in delays in the commencement or continuation of operation of the Platform. Further, private individuals and the public at large possess rights to comment on and otherwise engage in the licensing process, including through intervention in courts and political pressure. Accordingly, the licenses any Cryptoloans Party may need may not be issued or renewed, or if issued or renewed, may not be issued or renewed in a timely fashion, or may involve requirements which restrict any Cryptoloans Party's ability to conduct its operations or to do so profitably.

7.3. Risk of Government Action. The industry in which Cryptoloans Parties operate is new, and may be subject to heightened oversight and scrutiny, including investigations or enforcement actions. There can be no assurance that governmental authorities will not examine the operations of Cryptoloans Parties and/or pursue enforcement actions against them. All of this may subject Cryptoloans Parties to judgments, settlements, fines or penalties, or cause Cryptoloans Parties to restructure their operations and activities or to cease offering certain products or services, all of which could harm Cryptoloans Parties' reputation or lead to higher operational costs, which may in turn have a material adverse effect on the Tokens and/or the development of the Platform.

7.4. Risk of Burdensomeness of Applicable Laws, Regulations and Standards. Failure to comply with existing laws and regulations or the findings of government inspections, or increased governmental regulation of Cryptoloans Parties operations, could result in substantial additional compliance costs or various sanctions, which could materially adversely affect Cryptoloans Parties business and the Platform. Cryptoloans Parties operations and properties are subject to regulation by various government entities and agencies, in connection with ongoing compliance with existing laws, regulations and standards. Regulatory authorities exercise considerable discretion in matters of enforcement and interpretation of applicable laws, regulations and standards. Respective authorities have the right to, and frequently do, conduct periodic inspections of any Cryptoloans Party's operations and properties throughout the year. Any such future inspections may conclude that any Cryptoloans Party has violated laws, decrees or regulations, and it may be unable to refute such conclusions or remedy the violations. Any Cryptoloans Party's failure to comply with existing laws and regulations or the findings of government inspections may result in the imposition of fines or penalties or more severe sanctions or in requirements that respective Cryptoloans Party cease certain of its business activities, or in criminal and administrative penalties applicable to respective officers. Any such decisions, requirements or sanctions, or any increase in governmental regulation of respective operations, could increase Cryptoloans Parties' costs and materially adversely affect Cryptoloans Parties business and the Platform.

7.5. Unlawful or Arbitrary Government Action. Governmental authorities may have a high degree of discretion and, at times, act selectively or arbitrarily, without hearing or prior notice, and sometimes in a manner that is contrary a law or influenced by political or commercial considerations. Moreover, the government also has the power in certain circumstances, by regulation or government act, to interfere with the performance of, nullify or terminate contracts. Unlawful, selective or arbitrary governmental actions have reportedly included the denial or withdrawal of licenses, sudden and unexpected tax audits, criminal prosecutions and civil actions. Federal and local government entities have also used common defects in matters surrounding the Token sale as pretexts for court claims and other demands to invalidate or to void any related transaction, often for political purposes. In this environment, Cryptoloans Parties' competitors may receive preferential treatment from the government, potentially giving them a competitive advantage over Cryptoloans Parties.

8. UNTICIPATED RISKS

8.1. Blockchain technologies and cryptographic tokens such as the Tokens are a relatively new and dynamic technology. In addition to the risks included above, there are other risks associated with your purchase, holding and use of the Tokens, including those that the Cryptoloans project cannot anticipate. Such risks may further appear as unanticipated variations or combinations of the risks discussed above.