



TERAWATT TOKEN SALE AGREEMENT

“Global LED Adoption Through Blockchain Technology”

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.

Last updated: 14th December, 2018

THIS TOKEN PURCHASE AGREEMENT (“AGREEMENT”) IS BETWEEN YOU OR THE ENTITY THAT YOU REPRESENT (HEREINAFTER “YOU” OR “YOUR”) AND “THE TERA WATT FOUNDATION” (“TERAWATT STITCHING”) (KVK-NUMBER 72204346) 1810 E PALM AVE 53110, TAMPA FLORIDA 33605, WHOSE PLACE OF INCORPORATION IS GROUND, 1ST, 2ND AND 3RD FLOOR, JOOP GEESINKWEG 901 – 999, AMSTERDAM – DUIVENDRECHT 1114 AB NETHERLANDS, (TOGETHER WITH ITS AFFILIATES, “COMPANY” OR “TERAWATT”) GOVERNING YOUR PURCHASE OF TERA WATT TOKENS (“LED”) GENERATED AND DISBRITUBED BY TERA WATT. ON THE WEBSITE [HTTPS://TERAWATTLED.COM/](https://terawattled.com/).

BY USING THE COMPANY’S WEBSITES AND APPLICATIONS AND/OR PURCHASING LED, YOU CONSENT TO THESE TERMS, CONDITIONS AND NOTICES (“TERMS”) DESCRIBED IN THIS AGREEMENT AS IT MAY BE UPDATED FROM TIME TO TIME, AT THE COMPANY’S SOLE DISCRETION, WITH OR WITHOUT NOTICE TO YOU.

TERAWATT HEREBY INVITES everyone who (i) wants to participate in the Terawatt initial coin offering (hereinafter referred to as “ICO”) and (ii) is not a Restricted Person (as defined below) (“Invitees”)

to make an offer addressed to Company 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”).

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

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

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

In this Agreement **Company** 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:
- 1.1.1. "**Company Parties**" means Company 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.
- 1.1.2. "**Company Party**" means one of the foregoing, as the case may be.
- 1.1.3. "**Cryptocurrency**" means Ethereum (ETH) Bitcoin (BTC).
- 1.1.4. "**Damages**" means damages, losses, liabilities, costs or expenses of any kind, whether direct or indirect, incidental, punitive or special and including, without limitation, any loss of business, revenues, profits, data, use, goodwill or other intangible losses.
- 1.1.5. "**Disputes**" has the meaning, set out in this agreement.
- 1.1.6. "**Ethereum**" or "**ETH**" means an open-source, public, blockchain-based distributed computing platform featuring smart contract (scripting) functionality.
- 1.1.7. "**Hard Cap**" means reaching 55,000 ETH during the Terawatt Token Sale Procedure.
- 1.1.8. "**Intellectual Property**" has the meaning, set out in the Terms of Use and the White Paper.
- 1.1.9. "**Privacy Policy**" means the document describing the methods how Company Parties collect, use and release information collected from Buyers available on the Website (as may be amended from time to time).
- 1.1.10. "**Restricted Persons**" has the meaning, set out in this agreement.
- 1.1.11. "**Services**" means the services and other use cases which Company Parties provide to the holders of the Tokens via the Platform and which are more specifically described in the White Paper.
- 1.1.12. "**Soft Cap**" means reaching 2400 ETH during the Terawatt Token Sale Procedure.
- 1.1.13. "**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).
- 1.1.14. "**Token**" means LED tokens.
- 1.1.15. "**Website**" means <https://terawattled.com/> or <https://terawattico.io/>.
- 1.1.16. "**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).

2. ACCEPTANCE OF THIS AGREEMENT

2.1. Entrance into Agreement and Terms of Use.

- 2.1.1. This Agreement shall be effective and binding on the Company and Buyer when Buyer receives the Tokens on Buyer's Ethereum Wallet address.
- 2.1.2. The purchase of LED are offered to you conditioned on your acceptance without modification of the Terms contained here. If you do not agree to these Terms, do not purchase the LED. Your purchase of LED constitutes your agreement to all such Terms. Please read the Terms carefully, and keep a copy of them for your reference. You must be of legal age to enter into a binding agreement in order to accept the Terms. These Terms only apply to the purchase of LED during the Initial Coin Offering or sale of the LED ("ICO").
- 2.1.3. Company Parties have established the Terms of Use, as may be amended from time to time upon a Company Party's sole discretion, which are hereby incorporated by reference. Buyer has read, understands and agrees to those terms.
- 2.1.4. Company Parties have prepared the White Paper, as may be amended from time to time upon a Company 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 Company Parties and is subject to change in line with ongoing research and development of the Platform.

2.2. No Partner Relationship between Buyer and Company Parties

- 2.2.1. Company and Buyer are independent contractors, and neither party hereto, nor any of their respective affiliates, is an agent of the other for any purpose somehow related to this Agreement or has the authority to bind the other.
- 2.2.2. Purchasing of the Tokens from Company does not create any form of partnership, joint venture or any other similar relationship between Buyer and a Company Party.
- 2.2.3. You must be at least 18 years of age and agree to these Term to purchase LED. In order to be approved for the purchase of LED, you must pass the Registration process, including but not limited to, passing the Know Your Customer ("KYC") and providing all the requested information during registration. You must have an ERC20-compatible Ethereum wallet to purchase LED. Once you are approved for purchasing LED, a confirmation email will be sent to you to complete the purchase transaction compliant with these Terms.

3. LEGAL STATUS OF TOKENS

3.1. Restricted Use of Tokens

LED are blockchain-based ERC20 standard tokens designed for Terawatt users to obtain and exchange services from the Company and other Terawatt users (collectively, "Token Usage").

- 3.1.1. Tokens issued by the Company are only meant to be used:
- 3.1.1.1. to enable usage of and interaction with the Platform and to support its development, testing, deployment, and operation as it is strictly described in the WhitePaper;
 - 3.1.1.2. to obtain services as set out in the White Paper.
- 3.1.2. Hereby Buyer accepts explicitly and agrees that:
- 3.1.2.1. 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;
 - 3.1.2.2. Buyer is not acquiring the Tokens for any other uses or purposes, except for as specified in Article 3.1 of this Agreement;
 - 3.1.2.3. none of the Company Parties has other obligations, except as expressly stated in this Agreement.
- 3.1.3. Important additional details regarding the Tokens, the Services, and the Platform are provided in the White Paper.

3.2. No Rights Created by the Tokens

- 3.2.1.** Ownership of the Tokens carries no rights, express or implied, other than the right to use the Tokens as specified in Article 3.1. In particular, the Tokens:
- 3.2.2.**
- 3.2.2.1. do not provide Buyer with rights of any form with respect to any of the Company Parties or its revenues or assets, including any voting, distribution, redemption, liquidation, proprietary (including all forms of Intellectual Property), or other financial or legal rights;
 - 3.2.2.2. do not represent a loan to any of the Company Parties;
 - 3.2.2.3. do not provide Buyer with any ownership or other interest in any of Company Parties.
- 3.2.3.** Acquisition of the Tokens from Company does not present an exchange of payment (Cryptocurrencies or Fiat Currencies) for any form of shares in any of Company Parties or the Intellectual Property.
- 3.2.4.** 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/or voting rights.
- 3.2.5.** For the purpose of this Agreement, the Tokens shall be viewed as software with cryptographic elements that is sold out as a utility appliance for the Platform.

3.3. Not for Investment Purposes

- 3.3.1.** Although the Tokens may be tradable, they are not an investment, currency, security, commodity, a swap on a currency, security or commodity or any other kind of financial instrument. The Tokens are not intended to be marketed, offered for sale, purchased, sold, or traded in any jurisdiction where they are prohibited by applicable laws.
- 3.3.2.** The Tokens may be exchangeable on cryptographic token exchanges. However, none of Company Parties give warranties or representations that the Tokens will be exchangeable on such exchanges.
- 3.3.3.** This Agreement does not constitute a prospectus of any sort, is not a solicitation for investment and does not pertain in any way to an initial public offering or a share/equity offering and does not pertain in any way to an offering of securities in any jurisdiction.

3.4. Funds Collected through the TokenSale

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

3.5. Possibility of Change to Functionality of Tokens

- 3.5.1.** The Company Parties are in the process of undertaking a legal and regulatory analysis of the functionality of the Tokens. Following the conclusion of this analysis, the Company Parties may decide to amend the intended functionality of the Tokens in order to ensure compliance with any legal or regulatory requirements to which the Tokens are subject. The Company Parties shall publish a notice on Website of any changes to the functionality of Tokens. Substantial changes in the Token Sale Procedure and/or the functionality of the tokens will be communicated to the Buyers via e-mail, via the Terawatt Telegram Group or by notification posted on the website.
- 3.5.2.** It is the responsibility of the Buyer to check any and all changes related to the aforementioned.

4. TOKEN SALE PROCEDURE

4.1. General Provisions

- 4.1.1. The Token Sale Procedure will commence on the 16th of September 2018 and will last until the 15th of January 2019.
- 4.1.2. 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.
- 4.1.3. Buyer's purchase of the Tokens from Company during the Token Sale period is final, and there are no refunds or cancellations except as provided in the binding legal documentation published on the Website or may be required by applicable law or regulation. This does not apply if Buyer was not eligible to purchase tokens in the first place.
- 4.1.4. Purchased LED are NON-REFUNDABLE and CANNOT BE CANCELLED. If you are not approved for purchasing LED and the Registration process does not complete, then the amounts transferred will be refunded. The Company reserves the right, in its sole discretion, to refuse or cancel LED purchase requests at any time for any reason the Company deems necessary.
- 4.1.5. Should the Token Sale Procedure not reach its 'Soft Cap', then a full refund will be issued to the Buyers of the LED tokens. This refund shall occur within 30 days of cancellation, abandonment or the end of the Token Sale Procedure.
- 4.1.6. Company reserves the right to refuse or reject the offers on acquisition of the Tokens at any time at Company's sole discretion.
- 4.1.7. To the extent that Company refuses or rejects the offers on acquisition of the Tokens, Company will exercise reasonable endeavors to procure that the transferred payment is refunded to the Buyer (Invitee) in the amount defined in accordance with this document and an agreement with the escrow agent. However, Company does not warrant, represent or offer any assurances that Company will successfully be able to recover and/or return any such transfers.
- 4.1.8. At any time prior to the expiration of the Token Sale, Company may either temporarily suspend or permanently abort the Token Sale for security reasons. Any suspension or abort of the Token Sale shall be deemed to commence from the moment that Company publishes a notice to that effect on the Website. In this case Article 4.1.5. of this Agreement applies.
- 4.1.9. Buyer shall provide an accurate digital wallet address to Company for receipt of any Tokens distributed to Buyer pursuant to this Agreement.
- 4.1.10. Reserve tokens are intended to stimulate the platform, therefore they will be locked for a period of 12 months.

4.2. Eligibility

- 4.2.1. The Tokens are not being offered or distributed to, as well as can not be resold or otherwise alienated by their holders to the following restricted persons ("**Restricted Persons**"):
 - 4.2.1.1. 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 (exceptions may apply);
 - 4.2.1.2. citizens of, natural and legal persons, having their habitual residence, location or their seat of incorporation in the country or territory where transactions with digital tokens are prohibited or in any manner restricted by applicable laws or regulations, or will become so prohibited or restricted at any time after this Agreement becomes effective. Such jurisdictions may include, but are not limited to South Korea, China, Singapore or India.
- 4.2.2. Notwithstanding the above rules set out in 4.2.1. the eligibility shall be further determined as follows.
 - 4.2.2.1. In order to be eligible to participate in the Company's token sale, Buyer must have an Ethereum wallet that supports the ERC-20 standard in order to receive any Tokens purchased from Company (the "Token Receipt Address"). Company reserves the right to prescribe additional guidance regarding specific wallet requirements.
 - 4.2.2.2. In order to be eligible to participate in the Company's Token sale, Buyer must be eighteen (18) years of age.

- 4.2.2.3. In order to be eligible to participate in the Company's Token sale, Buyer must also enter all required personal information in the purchase flow and thereafter, including name, date of birth, address, etc and provide any requested identity verification documents requested by the Company in order to satisfy their "know your customer" requirements within twelve (12) months of the Buyer's contribution.
- 4.2.2.4. You are not eligible and you are not to purchase any Tokens, unless you are an "Accredited Investor" as that term is defined in the Securities Act of 1933, if you are a green card holder of the United States or a citizen or resident (tax or otherwise) of the United States of America, or other U.S. Person. "U.S. Person" is generally defined as a natural person, residing in the United States, including American Samoa, Guam, Northern Mariana Islands, Puerto Rico, U.S. Virgin Islands, or any entity organized or incorporated under the laws of the United States. U.S. citizens living abroad may also be deemed "U.S. Persons" under certain rules.
- 4.2.2.5. The Restricted Persons are strictly prohibited and restricted from purchasing and using the Tokens and Company Parties are not soliciting purchases and usage by Restricted Persons in any way.
- 4.2.3. It is solely Buyer's obligation to verify at the time of making payment for the Tokens:
- 4.2.3.1. whether or not Buyer or a person he represents is a Restricted Person;
 - 4.2.3.2. whether or not Buyer is allowed to purchase the Tokens under the applicable laws and regulations; and
 - 4.2.3.3. whether or not Buyer is allowed by applicable laws and regulations to use the Tokens in the manner specified on the Website.
- 4.2.4. If a Restricted Person purchases the Tokens, such Restricted Person has done so on an unlawful, unauthorized and fraudulent basis. In such a case, any transactions and operations entered into by the Restricted Person in respect of the Tokens shall be null and void.
- 4.2.5. None of the Company Parties shall be bound by a transaction or an operation, and respective Company Party may, in its sole discretion:
- 4.2.5.1. take all necessary and appropriate actions to apply and enforce the consequences of the void transactions and operations specified above;
 - 4.2.5.2. notify the relevant authorities on the transaction or the operation in question; and
 - 4.2.5.3. retain all the funds paid by the Restricted Person and either freeze them until the situation is resolved by the respective authority or transfer to the account specified by the relevant financial authority, or apply to cover inflicted losses or discharge liabilities, or refund to the payer of the funds in accordance with the applicable legislation and provisions of this Agreement.
- 4.2.6. Any Restricted Person purchasing the Tokens shall be solely liable for Damages caused to Company Parties and shall indemnify, defend and hold harmless Company Parties from any Damages, losses, and expenses incurred by Company Parties that arise from or are the result of such Restricted Person's purchase of the Tokens.
- 4.2.7. Company neither offer or distribute the Tokens nor carry on a business (activity) in any regulated activity in countries and territories where transactions in respect of, or with use of, digital tokens fall under the restrictive regulations or require from Company to be registered or licensed with any applicable governmental authorities.

5. ACKNOWLEDGMENT AND ASSUMPTION OF RISKS

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

6. SECURITY OF BUYER'S TOKENS

- 6.1.1. Buyer shall implement reasonable measures for securing the wallet, vault or other storage mechanism utilized to receive and hold the purchased Tokens.
- 6.1.2. In the event that 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. Company 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

- 7.1.1. Company reserves the right to conduct "Know Your Customer" and "Anti-Money Laundering" checks on Buyers (Invitees) if deemed necessary or it becomes required by the applicable laws.
- 7.1.2. Upon any Company Party's request, Buyer shall immediately provide to respective Company Party information and documents that such Company Party, in its sole discretion, deems necessary or appropriate to conduct "Know Your Customer" and "Anti-Money Laundering" checks. Such documents may include, but are not limited to, passports, driver's licenses, utility bills, photographs of associated individuals, government identification cards or sworn statements. Company may, in its sole discretion, refuse to distribute Tokens to Buyer (Invitee) until these requests are fulfilled.
- 7.1.3. Company reserves the right to refuse or reject the offer on acquisition of the Tokens from Buyer (Invitee) that, according to the information available to Company Parties, is suspected in receiving the funds used for the Token purchase or in using the Tokens or the Platform, with the aim of money laundering, terrorism financing, or any other illegal activity. In addition, Company has the right to use any possible efforts for preventing the money laundering and terrorism financing, including blocking of Buyer's (Invitee's) Ethereum ERC20 Wallet, disclosing any information about such Buyer (Invitee) to the state authorities on their request, etc.
- 7.1.4. All payments by Buyer (Invitee) under this document shall 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.
- 7.1.5. With respect to the aforementioned "Know Your Customer" and "Anti-Money Laundering" provisions of this agreement, Company undertakes to ensure knowing its customers by obtaining satisfactory evidence of their identity and having effective procedures to verify the authenticity of the information furnished by new customers; to ensure that its business is conducted in conformity with high ethical standards, that laws and regulations are adhered to, and that service is not provided where there is good reason to believe that transactions are associated with money laundering activities.
- 7.1.6. Company will cooperate fully with law enforcement agencies by, among others, taking appropriate measures allowed by law if there are reasonable grounds for suspecting money laundering. Company will adopt policies consistent with the principles set out in this agreement, and ensure that its staff, wherever located, are informed of these policies and adequately trained in matters covered herein. Company will implement specific procedures for customer identification, record keeping and retention of transaction documents and reporting of covered and suspicious transactions.

8. BUYER'S RESPONSIBILITY FOR TAXES

- 8.1.1. 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.
- 8.1.2. Buyer is responsible for withholding, collecting, reporting and remitting the correct taxes arising from the purchase of the Tokens to the appropriate tax authorities. None of Company Parties bear liability or responsibility with respect to any tax consequences to Buyer arising from the purchase of the Tokens.
- 8.1.3. You are solely responsible for determining any taxes that apply to your purchase or receipt of LED, including, but not limited to, sales, use, valued added and similar taxes. It is your responsibility to comply with any applicable tax obligations in your jurisdiction arising from your purchase of LED, including but not limited to, withholding, collecting, reporting and remitting the correct taxes to the appropriate tax authorities. The Company is not responsible or liable for any taxes that apply to your purchase or receipt of LED, including, but not limited to, withholding, collecting, reporting or remitting any sales, use, value added or similar tax.

9. REPRESENTATIONS AND WARRANTIES

9.1. Buyer's Representations and Warranties

- 9.1.1. By sending the payment for the Tokens, Buyer represents and warrants to each of the Company Parties that each of the following representations and warranties is true, accurate and not misleading on the date when such sending has occurred and on the date of conclusion of this Agreement:
- 9.1.2. Buyer has read and understand this Agreement, the White Paper, the Terms of Use and the Privacy Policy.
- 9.1.3. Buyer has sufficient understanding of the functionality, usage, storage, transmission mechanisms and other material characteristics of cryptographic tokens, token storage mechanisms (such as token wallets), blockchain technology and blockchain-based software systems to understand this Agreement and to appreciate the risks and implications of purchasing the Tokens.
- 9.1.4. 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.

10. BUYER'S AWARENESS OF TRANSACTION, TECHNOLOGY, AND RISKS

- 10.1. YOU FURTHER ACKNOWLEDGE AND AGREE THAT THERE ARE RISKS ASSOCIATED WITH PURCHASING, OWNING AND USING LED. YOU ARE AWARE THAT YOU MAY LOSE ALL AMOUNTS AND FEES PAID TO THE COMPANY DURING THE PURCHASING OF LED. LED MAY HAVE NO VALUE AFTER PURCHASE. THE PURCHASE PRICE AND VALUE OF LED MAY FLUCTUATE AT ANY TIME FOR ANY REASON. BY PURCHASING LED, YOU EXPRESSLY ACKNOWLEDGE AND ASSUME THESE RISKS AND THE FOLLOWING RISKS, AS WELL AS ALL OTHER RISKS ASSOCIATED WITH LED (INCLUDING THOSE NOT DISCUSSED HEREIN), ALL OF WHICH COULD RENDER LED WORTHLESS OR OF LITTLE VALUE:
- (a) Purchasing LED is at you sole risk and that LED are each provided, used and acquired on an "AS IS" and on an "AS AVAILABLE" basis without representations, warranties, promises or guarantees whatsoever of any kind by the Company. You must rely on your own examination and investigation thereof.
 - (b) LED have no rights, uses, purpose, attributes, functionalities or features, express or implied outside of Terawatt.
 - (c) LED may not be usable on Terawatt and do not entitle you to anything with respect to Terawatt.
 - (d) There are no guarantees as to the price of LED purchased by you and no guarantees that the price per LED determined by the market will be equal to or higher. There is the possibility that the price per LED may fall below the price paid by initial buyers of LED during the initial distribution period. The Company reserves the right to change the duration of any timeframe for the distribution of the LED, including, without limitation the unavailability or non-functionality of the Website or other unforeseen procedural or security issues. If such event occurs, the Company will post notification on the website one week prior to its occurrence.
 - (e) Transactions may not be recorded in the last-closed ledger until the transaction has been ratified through the Terawatt consensus algorithm. Timing of ratification may occur at random times. For example, LED transfers in a given open ledger may not be included in the next last-closed ledger, and may be included in the candidate set for the beginning of the consensus process on the next open ledger. As a result, the last-closed ledger may not include your transaction at the time you expect and you may not receive LED on the same day you purchase the LED.
 - (f) Transactions on the Terawatt Consensus Ledger may be delayed or lost due to operational error or malicious attacks by third parties. You acknowledge and understand that the last-closed ledge may not include your transaction when you want or expect and that your transaction may be excluded or discarded entirely.
 - (g) You may never receive LED and may lose the entire amount you paid to the Company for such LED as a result of interruptions and operational errors in the process of purchasing or receiving the LED.

- (h) You may be unable to sell or otherwise transact in LED at any time, or for the price you paid due to (a) diminution in value of the LED; (b) lack of liquidity for the LED; or (c) the Company imposing restrictions on the transferability of the LED.
- (i) LED may be subject to expropriation and/or theft. Hackers or other malicious groups or organizations may attempt to interfere with the LED 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 Terawatt rests on open source software and LED are based on open source software, there is the risk that Terawatt may contain intentional or unintentional bugs or weaknesses which may negatively affect LED or result in the loss of your LED, the loss of your ability to access or control your LED or the loss of any other assets in your account. In the event of such a software bug or weakness, there may be no remedy and holders of LED are not guaranteed any remedy, refund or compensation.
- (j) LED purchased by you may be held by you in a digital wallet or vault, which requires a private key, or a combination of private keys, for access. Accordingly, loss of requisite private key(s) associated with your digital wallet or vault storing LED may result in loss of such LED, access to your LED balance or any balances in blockchains created by third parties. Moreover, 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 you use, may be able to misappropriate your LED. The Company is not responsible for any such losses.
- (k) Terawatt and all of the matters set forth in the Whitepaper are new and untested. Terawatt might not be capable of completion, implementation or adoption. Even if the project is completed, implemented and adopted, it might not function as intended, and any LED associated with a blockchain adopting the project may not have functionality that is desirable or valuable. Also, technology is changing rapidly, so the LED and the Project may become outdated.
- (l) Even if completed, the Terawatt project may 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 which might have a material adverse effect on the Terawatt project.
- (m) Your failure to map a public key to your account may result in third parties being unable to recognize your LED balance on the Terawatt Consensus Ledger.
- (n) If you choose to maintain or hold LED through a third party, your LED may be lost or stolen. You hold LED through a third party at your own sole risk.
- (o) The Terawatt project is still under development and may undergo significant changes over time. The Company has the right, in its sole discretion, to change and modify the White Paper for any reason at any time without notice to you.
- (p) The Terawatt Project may never be completed, the Project may not be completed initially proposed proposed by the Company, and in a different or modified form; a blockchain utilizing or adopting features of the Project may never be launched; and a blockchain may never be launched with or without changes to the project.
- (q) The development of the Project may be abandoned for a number of reasons, including, but not limited to, lack of interest from the public, lack of funding, lack of commercial success or prospects, or departure of key personnel.
- (r) Even if the Project is finished, launched and adopted, the ongoing success of the Project relies on the interest and participation of third parties. There can be no assurance or guarantee that there will be sufficient interest or participation in the Project.
- (s) 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 may regulate such technologies. It is likewise difficult to predict how or whether any governmental authority may make changes to existing laws, regulations or rules that may affect cryptographic tokens, digital assets, blockchain technology and its applications. Such changes could negatively impact LED in various ways, including for example, through a determination that LED are regulated financial instruments that require registration. The Company may cease the distribution of LED, the development of the Project or cease operations in a jurisdiction in the event that governmental actions make it unlawful or commercially undesirable to continue to do so.

- (t) The industry in which the Company operates 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 the Company or pursue enforcement actions against the Company. Such governmental activities may or may not be the result of targeting the Company in particular. All of this may subject the Company to judgement, settlements, fines or penalties, or cause the Company to restructure its operations and activities or to cease offering certain products or services, all of which could harm the Company's reputation or lead to higher operational costs, which may in turn have a material adverse effect on the LED of the development of the Project.

11. AUTHORITY TO ENTER INTO AGREEMENT (NOTWITHSTANDING THE CRITERIA OF ELIGIBILITY SET OUT IN ARTICLE 4. OF THIS AGREEMENT)

- 11.1.1.** 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.
- 11.1.2.** If an individual, Buyer is at least 18 years old and of sufficient legal age and capacity to purchase the Tokens.
- 11.1.3.** 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.

11.2. Buyer is not a Restricted Person

- 11.2.1.** Buyer is not a Restricted Person.

11.3. Compliance with Applicable Laws and Regulations

- 11.3.1.** The entering into and performance of this Agreement will not result in any violation of, be in conflict with, or constitute a material default under, with or without the passage of time or the giving of notice:
 - 11.3.1.1. Any provision of Buyer's constituent documents, if applicable;
 - 11.3.1.2. 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;
 - 11.3.1.3. Any material agreement, obligation, duty or commitment to which Buyer is a party or by which it is bound;
 - 11.3.1.4. Any foreign exchange, anti-money laundering or regulatory restrictions applicable to purchase of the Tokens; or
 - 11.3.1.5. Any laws, regulations or rules applicable to Buyer.

- 11.3.2.** Buyer will comply with any applicable tax obligations in Buyer's jurisdiction arising from the respective purchase of the Tokens. Notwithstanding the above, Company is not obliged to follow up on the obligations related to paying taxes from the respective purchase of the Tokens.
- 11.3.3.** Buyer will comply with all applicable anti-money laundering and counter-terrorism financing requirements.
- 11.3.4.** The execution and delivery of, and performance under, this Agreement require no approval or other action from any governmental authority or person other than Buyer.

11.4. Purpose of Purchasing Tokens

- 11.4.1.** 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.

11.5. Legal Source of the Funds used for the Purchase

- 11.5.1.** 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.
- 11.5.2.** Buyer agrees that if their country of residence or other circumstances change such that any of the representations and warranties specified in Article 9. are no longer accurate, that Buyer will immediately cease using the Platform.

11.6. No Company Parties' Representations and Warranties

- 11.6.1.** 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 Company Parties.
- 11.6.2.** Company and other Company Parties (if applicable) expressly disclaim all express and implied warranties and representations as to the Tokens and the Platform. None of the Company Parties make any representations or warranties, express or implied.
- 11.6.3.** Without limiting the above, none of the Company Parties represent or warrant that the process of payment of the Tokens or receiving the Tokens will be uninterrupted, error-free, free or shall remain free of viruses or other harmful components, or that the Tokens are reliable and error-free. As a result, Buyer acknowledges and understands that Buyer may lose the entire amount Buyer paid to Company.

12. LIMITATION OF LIABILITY

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

12.1. Limitation of Company Parties' Liability

- 12.1.1.** To the fullest extent permitted by applicable law:

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

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

12.1.1.3. Company shall be liable for gross negligence and willful misconduct.

- 12.1.2.** To the fullest extent permitted by applicable law, Buyer disclaims any right or cause of action against any of the Company Parties of any kind in any jurisdiction that would give rise to any Damages whatsoever (except as stated in 12.1.1.3.), on the part of any Company Party.
- 12.1.3.** Company will not be liable for any delay or failure to perform any obligation under this Agreement where the delay or failure results from any cause beyond Company's reasonable control.
- 12.1.4.** 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.
- 12.1.5.** 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 Company Parties should not accept any liability for any illegal or unauthorized purchase or use of the Tokens.

12.2. Indemnification for Losses Incurred by a Company Party

- 12.2.1.** To the fullest extent permitted by applicable law, Buyer will indemnify, defend and hold harmless and reimburse Company Parties from and against any and all claims, demands, actions, Damages, losses, costs and expenses (including attorneys' fees) incurred by a Company Party arising from or relating to:
- 12.2.1.1. Buyer's purchase or use of the Tokens or the Platform;
 - 12.2.1.2. Buyer's responsibilities or obligations under this Agreement, the Terms of Use or the Privacy Policy;
 - 12.2.1.3. Buyer's violation of this Agreement, the Terms of Use or the Privacy Policy;
 - 12.2.1.4. Any inaccuracy in any representation or warranty of Buyer;
 - 12.2.1.5. Buyer's violation of any rights of any other person or entity; and/or
 - 12.2.1.6. Any act or omission of Buyer that is negligent, unlawful or constitutes willful misconduct.
- 12.2.2.** Company reserves the right to exercise sole control over the defense, at Buyer's expense, of any claim subject to indemnification under Article 12.2. This indemnity is in addition to, and not in lieu of, any other indemnities set forth in a written agreement between Buyer and Company.

12.3. Force Majeure - Vis Major - Acts of God

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

12.4. Release

- 12.4.1.** To the fullest extent permitted by applicable law, Buyer releases the Company Parties from responsibility, liability, claims, demands, and/or Damages (actual and consequential) of every kind and nature, known and unknown (including, but not limited to, claims of negligence), arising out of or related to disputes between Buyer and Company Parties and the acts or omissions of third parties.
- 12.4.2.** 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.

13. GOVERNING LAW AND DISPUTE RESOLUTION

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

13.1. Applicable Law

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

13.2. Informal Dispute Resolution

- 13.2.1.** Buyer and Company shall cooperate in good faith to resolve any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity, interpretation, breach or termination, and any non-contractual obligation or other matter arising out of or in connection with it ("**Disputes**"). If the parties hereto are unable to resolve a Dispute within 90 days of notice of such Dispute being received by all parties hereto, such Dispute shall be finally settled in arbitration proceeding as stipulated in Article 13.

13.3. No Class Arbitrations, Class Actions or Representative Actions

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

13.4. Arbitration Proceedings

13.4.1. Any Dispute shall be referred to and finally resolved by arbitration under the Rules of the International Chamber of Commerce's International Court of Arbitration in Paris, France ("ICC") in force on the date on which the arbitration is commenced, which Rules are deemed to be incorporated by reference into this Article.

13.4.2. The tribunal shall consist of three arbitrators. Each party hereto shall nominate one arbitrator. In the event that either of the two parties hereto fails to nominate an arbitrator within 30 days after the commencement of the arbitration proceedings, then the ICC 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.

13.4.3. The seat of the arbitration shall be Paris, France. The language of the arbitration shall be English. Any award of the tribunal shall be final and binding from the day it is made.

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

14. TERMINATION OF AGREEMENT

14.1. This Agreement shall terminate upon the performance of all obligations of the parties hereof. In addition to the cases stated herein, Company reserves the right to terminate this Agreement at any time in its sole discretion, including in the event that Buyer breaches this Agreement. Buyers will be notified in case of termination as provided in Article 15.5.3.

14.1.1. Upon termination of this Agreement:

14.1.1.1. All of Buyer's rights under this Agreement immediately terminate;

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

14.1.1.2.1. Such exception is the failure to reach the Soft Cap as provided in Article 4.1.5.

15. MISCELLANEOUS

15.1. Entire Agreement

15.1.1. This Agreement together with the Privacy Policy and Terms of Use constitutes the entire agreement between Buyer and Company relating to purchase of the Tokens from Company.

15.1.2. To the extent this Agreement conflicts with the Privacy Policy and the Terms of Use, this Agreement prevails.

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

15.2. Severability

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

15.3. Amendments to Agreement

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

15.4. Assignment of Rights and Obligations

15.4.1. Company may assign Company's rights and obligations under this Agreement without Buyer's consent.

15.5. No Company's Waiver of Rights

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

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

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

15.5.3.1. Posting a Notice on the Website; or

15.5.3.2. Sending an email to the email address associated with Buyer's account.

15.5.4. Notices provided by posting on the Website will be effective upon posting and Notices provided by email will be effective when a Company Party sends the email. It is 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 Company Party sends the email, whether or not Buyer actually receives or reads the email.

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

16. SECURITY

16.1. You are solely responsible for implementing reasonable and appropriate measures for securing (i) any device associated with you and utilized in connection with your purchase of LED; (ii) private keys to your Wallet or account; and (iii) any other username, passwords or other login or identifying credentials. You are solely responsible for securing access information to your Wallet or other wallet or vault you use to hold purchased LED.

16.2. **Notwithstanding any other provision of these Terms, the Company is not responsible or liable for any damages, losses, costs, penalties, fines or expenses arising out of or relating to (i) your failure to implement reasonable measures to secure your Wallet or any other wallet or vault you use to hold LED or the relevant access information, (ii) the loss of, tampering with, circumventing or unauthorized use of any of the access information to your Wallet or any other wallet or vault you use to hold LED, (iii) any security breach affecting the security of your Wallet or any other value or vault your use to hold LED or (iv) the loss of LED from your Wallet or any other wallet or vault you use to hold LED. You acknowledge and understand that you may lose all of your LED or access to your account in the even that you no longer are in possession of your private keys or any device associated with your account or are not able to provide your login or identifying credentials. The Company is under no obligation to recover any LED and you acknowledge, understand and agree that all purchases of LED are non-refundable and you shall not receive money or other compensation for any LED purchased.**

17. FORWARD-LOOKING STATEMENTS

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