



TOKEN SALE AGREEMENT

Last updated 10.27.2019

IMPORTANT NOTICE:

PLEASE READ THIS DOCUMENT THOROUGHLY AND IN FULL AS IT CONTAINS CRUCIAL INFORMATION ABOUT WUN TOKENS.

BY PURCHASING WUN TOKENS YOU ACCEPT AND AGREE TO BE BOUND BY THIS AGREEMENT IN ITS ENTIRETY.

WUN 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, PEOPLE'S REPUBLIC OF CHINA, REPUBLIC OF KOREA, IN THE COUNTRY OR TERRITORY WHERE TRANSACTIONS WITH DIGITAL TOKENS ARE PROHIBITED OR IN ANY MANNER RESTRICTED BY APPLICABLE LAWS OR REGULATION

WUN TOKEN SALE AGREEMENT

This WUN Token Purchase and Sale Agreement ("Token Sale Agreement") is entered into by and among You or the entity that you rightfully and legally represent ("Buyer" or "You") and Wunbit OÜ, which is a private limited company duly registered and existing under the laws of Estonia with the company number 14785097 and registered office at Harju maakond, Tallinn, Kristiine linnaosa, Keemia tn 4, 10616, and governed by the Estonia law

(“Seller”, “Wunbit” or “We”) and regulates the sale and purchase of WUN Tokens (“WUN Tokens”).

RECITALS

WHEREAS, Wunbit is a mobile virtual network operator that offers worldwide calls and Internet in just one SIM card and fuses it with tokenization of the company’s assets by introducing WUN Token;

WHEREAS, this Token Sale Agreement constitutes an integral part of the Wunbit Terms of Use and Privacy Policy, as well as other legal papers of Wunbit constituting Legal basis of Wunbit such as the Refund Policy and Shipping Policy, and shall not be read or quoted on its own without the aforementioned documents.

WHEREAS, WUN Tokens are not investment tools and therefore this Token Sale Agreement shall not be regarded as or represent any kind of offer for purchase and/or sale of any financial or security tools or participation in any kind of investment option.

WHEREAS, Seller may, at its own discretion, refuse to issue WUN Tokens and/or sell them to the Buyer without giving any reason even in the case if all conditions for purchase of WUN Tokens are met by such Buyer;

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

WHEREAS, Seller reserves the right to arrange and perform additional WUN Tokens distributions and any related distribution events in accordance with this Agreement.

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

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

ARTICLE I. CERTAIN DEFINITIONS

1.1 Definitions.

In addition to the definitions contained elsewhere in the text of this Agreement or Wunbit Terms of Use and Privacy Policy, as well as other legal papers of Wunbit such as the Refund Policy and Shipping Policy, the following terms and expressions shall have the meaning ascribed to them here below:

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

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

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

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

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

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

“Fiat Currencies” means the legal tender currency circulated in specific country or region, such as Euro, Czeska Korona and etc., which Company will accept as the payment for Tokens.

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

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

“Legal basis of Wunbit” is all legal documents of Seller placed at Website including but not limited Terms of Use, Privacy Policy, as well as Refund Policy and Shipping Policy.

“Whitepaper” means a document describing in details Wunbit and WUN Tokens and available at Whitepaper.

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

“PRC Person” means any citizen, resident, natural or legal person located or domiciled in the People’s Republic of China, or any legal entity, including,

without limitation, any corporation or partnership created, registered or organized in or under the laws of the People's Republic of China, or anyone who has any other minimal connections or any other ties with the People's Republic of China.

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

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

"Restricted Persons" have the meaning, set out in Section 4.4 (a) of Article IV hereof.

"Seller's Parties" mean Seller and Seller's respective past, present and future employees, officers, directors, contractors, consultants, equity holders, suppliers, vendors, service providers, parent companies, subsidiaries, affiliates, agents, representatives, predecessors, successors and assigns, as well as any other person nominated by Seller.

"Services" mean telecommunications services such as international calls and Internet services that are provided by the Seller to the Buyer in accordance with the Terms of Use and the other legal documents of the Seller.

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

"WUN Token Sales and Distribution Period" means the time period during which the Seller will be offering WUN Tokens for sale and distribution.

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

"Token Owner Rewards" has meaning set out in Section 2.7. of Article II.

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

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

District of Columbia, or anyone who has any other minimal connections or any other ties with the United States of America.

“Website” means the website of the Seller, wunbit.com, using which the Buyer can order a SIM card using which the Services of the Seller may be made available for use by the Buyer, as well as make a deposit and so on, for purposes of the use of the Services of the Seller in accordance with this Agreement and the other legal documents of the Seller.

1.2 Construction and Interpretation.

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

- (b) Unless the context of this Agreement otherwise requires, references to agreements and other documents shall be deemed to include all subsequent amendments and other modifications thereto.
- (c) The language used in this Agreement shall be deemed to be the language chosen by the parties to express their mutual intent and no rule of strict construction shall be applied against any party.
- (d) Whenever this Agreement refers to a number of days, such number shall refer to calendar days.

ARTICLE II. PURCHASE OF WUN TOKENS

2.1 Binding Agreement.

The Buyer agrees to purchase, and the Seller agrees to sell WUN Tokens on the terms and under the conditions set forth herein. Buyer fully acknowledges, understands and agrees that it is subject to and bound by this Agreement by virtue of Buyer’s purchase of WUN Tokens. This Agreement shall become effective and binding on the Parties depending on whatever happens earlier either (a) from the moment Buyer ticks the check-box on the Website to

indicate and confirm that it has read, acknowledged, understood and agrees to the terms of this Agreement; or (b) upon commitment of Payment by the Buyer under Section 2.7 hereof.

2.2 Legal Basis of Wunbit.

Seller has established Terms of Use, Privacy Policy, as well as Refund Policy and Shipping Policy (Legal basis of Wunbit). Legal basis of Wunbit may be amended unilaterally at any time at Seller's sole discretion. The latest versions of documents constituting Legal basis of Wunbit are hereby incorporated by reference. Buyer confirms that it has read, acknowledged, understood and agrees to Legal basis of Wunbit in their entirety. It is Buyer's responsibility to check the Website regularly for any modifications to the Legal basis of Wunbit. In case of any conflicts between provisions of Terms of Use and this Agreement, the Agreement shall prevail.

2.3 Whitepaper

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

2.4 WUN Tokens

(a) WUN Tokens are not financial or collateral tools. WUN Tokens are utility crypto-tokens and digital means of use of the Services of the Seller and they only provide the Buyer with certain limited rights as explicitly defined herein.

(b) This Token Sale Agreement shall not represent or be regarded as a sale of derivatives, shares, or stocks of any company. It represents a sale of WUN Tokens, which are digital assets that only provide the Buyer with certain limited rights as explicitly defined herein. Purchase of WUN Tokens and their corresponding possession after their purchase by the Buyer shall not give the Buyer any ownership or any interest rights over Wunbit.

(c) WUN Tokens are not an investment, loan, currency, security, commodity, a swap on a currency, security or commodity or any other kind of financial instrument as may be defined by any national legislation or Governmental Authority. Therefore, this Token Sale Agreement shall not be regarded as or represent any kind of offer for purchase and/or sale of any financial or security tools or participation in any kind of investment option. Purchase of WUN Tokens and their corresponding possession after their purchase by the Buyer shall not be regarded as or represent any loan by the Buyer to Wunbit.

(d) WUN Tokens do not have any rights, uses, purposes, attributes, functionalities or features, express or implied, including without limitation any uses, purposes, attributes, functionalities or features except those that are provided by Wunbit and this Agreement.

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

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

2.5 Not an Offering of Securities, Commodities or Swaps.

The sale of WUN Tokens and WUN Tokens themselves are not software, securities, commodities, swaps on either securities or commodities or a financial instrument of any kind as may be determined by any national legislation or defined by any Governmental Authority. Purchases and sales of WUN Tokens are not subject to the protections of any laws governing the named types of financial instruments. This Agreement and all other documents referred to herein, including Whitepaper and Terms of Use, do not constitute a prospectus or offering document and are not an offer to sell, nor the solicitation of an offer to buy an investment, a security, commodity, or a swap on either a security or commodity as may be established by any national legislation or defined by any Governmental Authority.

2.6 Not an Investment.

The Buyer confirms and agrees that he/she shall not purchase WUN Tokens for the purposes of investing, speculating, resale, or any other financial purposes that may or may not result in immediate profit for such Buyer as a consequence of sale or exchange of purchased WUN Tokens as may be defined by any national legislation. WUN Tokens are utility crypto-tokens and are not designed for investment purposes. WUN Tokens should not be considered as a type of investment as may be defined by any national legislation.

2.7 Functionality of Tokens

(a) WUN Tokens provide Buyers with the right to use Services provided by Wunbit.

(b) Buyers of WUN tokens who prefer to hold their WUN tokens without spending them on the Services shall be entitled to receipt of WUN Token Owner Rewards, which are calculated every two weeks and sent directly to the Ethereum wallet of the Buyer.

(c) WUN Token Owner Reward calculation formula is as follows: (40% of the total profit of Wunbit) divided by (the number of the Buyers entitled to receipt

of WUN Token owner rewards) divided by (the number of WUN tokens owned by the Buyer entitled to receipt of Token owner rewards).

(d) Buyers entitled to receipt of WUN Token Owner Rewards shall be bound by the reward period of 12 months, which shall start upon the first purchase of WUN tokens, during which they shall receive such rewards.

(e) WUN Token Owner Rewards shall be calculated solely according to the formula presented in section 2.7 and not according to the total amount of WUN tokens that have been acquired by the Buyer and spent on the Services of Wunbit.

2.8 Possibility of Change to Functionality of WUN Tokens

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

2.9 Payment

Payment is a prepayment for the right to use Services in the future. The possible ways of future using of WUN Tokens herein and in Whitepaper.

2.10 Receipt of WUN Tokens

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

(b) Buyer must possess own Ethereum wallet that supports the Ethereum token standard (ERC20) in order to be eligible to take part in Wunbit Token sale. Such wallet is necessary for receipt of WUN Tokens purchased from Wunbit and biweekly token owner rewards and therefore the use of any third-party wallet, such as a wallet address given by trading platforms, where the Buyer does not have access to the private keys is prohibited. Buyer shall provide an accurate digital wallet address to Seller for receipt of any WUN Tokens distributed to Buyer pursuant to this Agreement.

2.11 Resale and trading of WUN Tokens.

WUN tokens may not be available for exchange and/or trading on any platforms. If this is the case, such exchange or trading shall be considered accidental, inconsequential, and secondary to the key aim and the intended use of WUN tokens as defined on the Website of Seller and in the legal documents of Seller.

2.12 Use of Proceeds.

Buyer acknowledges and understands that the proceeds from the sale of WUN Tokens will be utilized by Seller for any and all legal purposes in its sole discretion.

ARTICLE III. REPRESENTATIONS AND WARRANTIES OF BUYER

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

3.1 Authority.

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

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

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

3.2 Not a Restricted Person.

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

3.3 No Conflict; Compliance with Laws.

The execution, delivery and performance of this Agreement will not result in any violation of, be in conflict with, or constitute a material default under, with or without the passage of time or the giving of notice: (i) any provision of, or result in the breach of, any applicable law, the memorandum and articles of association, articles of incorporation, bylaws or other organizational documents, if applicable; (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; or (iv) any laws, regulations or rules applicable to Buyer.

3.4 Consents and Approvals; Governmental Authorities.

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

3.5 Litigation and Proceedings.

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

3.6 Knowledge; Understanding of Risks.

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

3.7 Funds; Payments.

(a) Any and all funds, including fiat currency, virtual currency, cryptocurrency and all kinds of digital currency Buyer uses to purchase WUN Tokens are not derived from or related to any unlawful activities, including without limitation money laundering or terrorist financing, and Buyer will not use WUN Tokens to finance, engage in, or otherwise support any unlawful activities as may be defined by any Governmental Authority.

(b) Any and all payments by Buyer under this Agreement, including Payment, will be made only in Buyer's name, from a digital wallet or bank account not located in a country or territory that has been designated as a "non-

cooperative country or territory” by the Financial Action Task Force, and is not a “foreign shell bank” within the meaning of the U.S. Bank Secrecy Act (31 U.S.C. § 5311 et seq.), as amended, and the regulations promulgated thereunder by the Financial Crimes Enforcement Network, as such regulations may be amended from time to time.

3.8 Other Regulatory Compliance.

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

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

ARTICLE IV. WUN TOKENS SALES AND DISTRIBUTION

4.1 Material Terms of WUN Tokens Sales and Distribution.

(a) Seller offers WUN Tokens for sales and distribution in accordance with the material specifications as set forth in Schedule 1 hereto which includes details regarding the pricing of WUN Tokens, the number of WUN Tokens to be distributed and WUN Token Sales and Distribution Period. Seller may change WUN Token Sales and Distribution Period and amend Schedule 1 in any other way as it deems necessary for any reason, including the unavailability of the Website or any other unforeseen procedural or security issues. At any

time prior to the expiration of WUN Token Sales and Distribution Period, Seller may either temporarily suspend or permanently abort the WUN Token Sales and Distribution for security reasons. Any suspension or abort of WUN Token Sales and Distribution shall be deemed to commence from the moment that Seller publishes a notice to that effect on the Website.

(b) By sending the payment for the WUN 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 WUN Tokens.

(c) Seller reserves the right to refuse or reject the Sales and Distribution of the WUN Tokens at any time at Seller's sole discretion, including cases when the information provided by Buyer upon any requests is not sufficient, inaccurate or misleading, Buyer is deemed to be a Restricted Person (as defined below and specified in Article IV hereof) or Buyer has not complied with any of the requirements of the Legal Basis of Wunbit.

4.2 Specific Procedures of WUN Tokens Sales and Distribution.

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

4.3 Website Access.

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

4.4. Purchase and Distribution Limitations.

1. a) WUN Tokens are not being offered or distributed to, as well as cannot be resold or otherwise alienated by their holders to the following restricted persons ("Restricted Persons"):
 - i. PRC PERSONS, SINGAPORE PERSONS, U.S PERSONS., ROR PERSONS;
 - ii. 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.

1. b) The Restricted Persons are strictly prohibited and restricted from purchasing and using the WUN Tokens and Seller are not soliciting purchases and usage by Restricted Persons in any way.
 2. c) It is solely Buyer's obligation to verify at the time of making payment for the WUN Tokens (i) whether or not Buyer or a person he represents is a Restricted Person; (ii) whether or not Buyer is allowed to purchase the WUN Tokens under the applicable laws and regulations; and (iii) whether or not Buyer is allowed by applicable laws and regulations to use the Tokens in the manner specified at the Website.
 3. d) IF A RESTRICTED PERSON PURCHASES WUN 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 WUN TOKENS SHALL BE NULL AND VOID, INCLUDING, BUT NOT LIMITED TO TRANSACTIONS RESULTING FROM ACCEPTANCE OF THIS AGREEMENT, ANY TRANSACTION RESULTING FROM THE ACQUISITION OF THE TOKENS AND ANY PAYMENT OPERATION.
 4. e) Seller is not bound by this Agreement if either this Agreement has been entered into by Restricted Person as Buyer or any third party acting as Buyer has entered into this Agreement or has purchased TELR Tokens on behalf of Restricted Person. Seller may take all necessary and appropriate actions as it deems necessary and in its sole discretion to invalidate this Agreement. Any Restricted Person who makes Payments, uses WUN Smart Contract and/or purchases WUN Tokens or enters into this Agreement on unlawful, unauthorized or fraudulent basis shall be solely liable for, and indemnifies, defends and holds Seller and Seller's Parties harmless from any Damages that may arise from or is a result of such Restricted Person's unlawful, unauthorized or fraudulent making of Payments, use of WUN Smart Contract and/or purchase of WUN Tokens. Any Restricted Person who makes Payments, uses WUN Smart Contract and/or purchases WUN Tokens or enters into this Agreement on unlawful, unauthorized or fraudulent basis understands, acknowledges and accepts that it may lose and Seller has the right to retain any and all money and/or other funds, including virtual currency or cryptocurrency, paid for WUN Tokens as a penalty for violation of [Terms of Use](#) and misrepresentation hereunder.
- 4.5 Sale and Distribution of WUN Tokens to Seller's Parties.

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

(b) Buyer understands and consents that 50% of WUN Tokens will be distributed to Buyers, while the remaining 50% will be distributed by the following distribution structure:

- Token sale: 50%
- Promotion: 20%
- Bounty: 5%
- Team: 20%
- Legal: 5%

(c) The distribution token structure of Wunbit contained herein is presented merely for illustrative purposes and Wunbit retains the right to allocate WUN tokens to the distribution structure fields presented below in a different manner.

4.6 Token sale Soft Cap

In case if Seller will not reach the soft cap (30,000,000 WUN) before the end of the token sale on October 14, 2019, it shall return any and all funds that the Buyers used for purchase of WUN tokens during the token sale back to the Buyers.

ARTICLE V. NO OTHER RIGHTS

5.1 No Loan or Ownership Interest.

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

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

5.2 No Investment or Corporate Rights.

WUN Tokens are not an investment instrument as it may be defined by any national legislation. By purchasing WUN Tokens Buyer does not acquire any

rights for dividends or other income from the Seller or its business activity; as well as any rights to manage, instruct or otherwise influence Seller's business and commercial activity. WUN Token Owner Rewards that Buyer may be entitled to receive do not constitute dividends as it may be defined by any national legislation and do not provide any rights to manage, instruct or otherwise influence Seller's business and commercial activity. WUN Tokens provide Buyers with the only right to use services provided by Wunbit and have no other purpose or value. All other ways of using WUN Tokens including resale, exchange, pledge do not correspond with the purpose of WUN Tokens.

5.3 Intellectual Property Rights.

WUN Tokens do not provide, and Seller retains all rights, title and interest in all of its intellectual property in relation to Wunbit, including but not limited inventions, ideas, concepts, code, discoveries, processes, marks, methods, software, compositions, formulae, techniques, information and data, whether or not patentable, copyrightable or protectable in trademark, and any trademarks, copyright or patents based thereon. Buyer may not use any of Seller's intellectual property for any reason without Seller's prior written consent. Intellectual property of Wunbit may only be used, irrespective of the reason, upon receipt of prior consent of the Company in writing.

ARTICLE VI. SECURITY AND DATA

6.1 Security.

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

acknowledges, understands and agrees that all purchases of WUN Tokens are non-refundable.

6.2 Know Your Customer And Anti-Money Laundering; Additional Information.

(a) Seller reserves the right to conduct “Know Your Customer” and “Anti-Money Laundering” checks on Buyers if deemed necessary or it becomes required by the applicable laws.

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

(c) Buyer consents to disclose to Seller any such information and documents in order to comply with any applicable national laws, regulations of Governmental Authorities, rules or agreements.

(d) Buyer acknowledges and agrees that Seller may refuse to distribute WUN Tokens to Buyer or to utilize WUN Tokens through Mircale WUN until such requested additional information is provided by Buyer.

(e) Buyer acknowledges and agrees that Seller reserves the right to refuse to distribute WUN Tokens to Buyer that, according to the information available to Seller, is suspected in receiving the funds used for the WUN Token purchase or in using the WUN Tokens or Services, with the aim of money laundering, terrorism financing, or any other illegal activity.

(f) Seller has the right to use any possible efforts for preventing the money laundering and terrorism financing, including but not limited blocking of Buyer’s Ethereum ERC20 Wallet, disclosing any information about such Buyer to the state authorities on their request.

(g) All payments by Buyer under this Agreement 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.

6.3 Personal Data; Privacy.

Seller gathers, processes, uses, discloses, and manages information including personal data obtained from the Buyer in relation to Website use,

WUN Tokens purchase and Wunbit Contract use in compliance with [Privacy Policy](#) which is incorporated here by reference.

ARTICLE VII. NO REPRESENTATION OR WARRANTY

7.1 No Seller's Representation or Warranty.

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

7.2 Buyer's Own Knowledge and Risk.

Buyer's decision to purchase WUN Tokens and enter into this Agreement shall be made based on Buyer's own knowledge and information disclosed herein and in Whitepaper. Additionally, Buyer has conducted to its own satisfaction an independent investigation and verification of Wunbit Services,

WUN Smart Contract and WUN Tokens and shall therefore rely solely on its own examination. Buyer acknowledges, understands and agrees that Buyer is making Payments and purchasing WUN Tokens at its sole risk. Without prejudice to the generality of the foregoing, Buyer accepts purchased WUN Tokens on an “AS IS” and “AS AVAILABLE” basis, irrespectively of the technical specifications, parameters, performance or function thereof, and with no representations, warranties, promises or guarantees of any kind made by Seller.

7.3 No Guarantee to Provide Wunbit Services.

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

- (a) Wunbit Services will ever be provided;
- (b) Wunbit Services if provided will be adopted as developed by Seller and not in a different or modified form;

ARTICLE VIII. RISKS

8.1 Risks Acknowledgement.

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

8.2 Insufficient Information Availability.

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

8.3 Uncertain Regulatory and Legal Framework.

Regulatory and legal status of crypto-tokens, digital assets and blockchain technology is unclear or unsettled in many jurisdictions. It is difficult to predict how or whether Governmental Authorities will regulate such technologies in future. It is likewise difficult to predict how or whether any Governmental Authority may make changes to existing laws, regulations and/or rules that will affect crypto-tokens, digital assets, blockchain technology and their applications. Such changes could negatively impact WUN Tokens as crypto-tokens in various ways. As a result, Seller may stop development of Wunbit, sales and distribution of WUN Tokens, or its operations in a jurisdiction if there is a risk of recognition of such activity as unlawful or commercially undesirable. Buyer acknowledges, understands and accepts the risk related to uncertain regulatory and legal framework.

8.4 Regulatory Measures.

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

8.5 Ability to Transact or Resell.

WUN Tokens are distributed for spending them on Services or WUN Token Owner Reward. Buyer may be unable to sell or otherwise transact WUN Tokens at any time, or for the price Buyer paid. By making Payments and purchasing WUN Tokens, Buyer acknowledges, understands and agrees that WUN Tokens may have no value; there is no guarantee or representation of liquidity for WUN Tokens; and Seller's Parties are not and shall not be responsible or liable for the market value of WUN Tokens, the transferability and/or liquidity of WUN Tokens and/or the availability of any market for WUN Tokens through third parties or otherwise. Buyer acknowledges, understands and accepts the risk related to inability to transact or resell WUN Tokens. Buyer acknowledges and confirms that Wunbit shall not be held responsible for any kind of change, depreciation, and/or fluctuations of the value and price of WUN Tokens as well as for any actions, events, or occurrences that may

influence, precede, or result from such changes, depreciations, and/or fluctuations of the value and price of WUN Tokens. 8.6 Exchange and Counterparty Risks.

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

8.7 Liquidity.

WUN Token is not a currency issued by any individual, entity, central bank or national, supra-national or quasi-national organization, nor it is backed by any hard assets or other credit. Circulation of WUN Tokens on the market is not what Seller is responsible for or pursues. Trading of WUN Tokens merely depends on the consensus on its value between the relevant market participants. Nobody guarantees the liquidity of WUN Tokens to any extent at any time. Buyer acknowledges, understands and accepts the liquidity risk. Except for the cases strictly provided by the applicable legislation or in the legally binding documentation on WUN Tokens Sale and Distribution, Seller is not obliged to provide the WUN Token holders with a refund related to WUN Tokens for any reason, and WUN 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 WUN Tokens, including no promise of inherent value, no promise of continuing payments, and no guarantee that WUN 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 WUN Token holder.

8.8. Risks Arising from Taxation.

The tax characterization of WUN Tokens is uncertain. Buyer shall seek his own tax advice in connection with acquisition, storage, transfer and use of WUN 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.

8.9 Token Security.

WUN Tokens may be subject to expropriation and/or theft. Hackers or other malicious groups or organizations may attempt to interfere with WUN Smart

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

8.10 Private Keys.

WUN Tokens purchased by Buyer may be held by Buyer in Buyer's digital wallet or vault, which requires a private key, or a combination of private keys, for access. Loss of requisite private key(s) associated with Buyer's digital wallet or vault storing WUN Tokens will result in loss of access to Buyer's WUN Token balance and/or loss of such WUN Tokens. Any third party that gains access to such private key(s), including by gaining access to login credentials of a hosted wallet or vault service Buyer uses, may be able to misappropriate Buyer's WUN Tokens. Seller is not responsible for any such losses. Seller is not responsible for a direct or indirect loss of WUN tokens purchased from Wunbit and/or biweekly token owner rewards, or non-receipt of WUN tokens or rewards, in case if Buyer uses a third-party wallet without access to his/her private keys for purchase or receipt of WUN tokens and token owner rewards. Buyer acknowledges, understands and accepts the risk related to the loss of private keys.

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

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

8.12 Reliance on Third-Parties.

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

8.13 Ethereum Blockchain.

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

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

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

8.14. Risks of Theft of the Funds Raised in the Token Sale.

Seller will make every effort to ensure that the funds received from the WUN Token Sale and Distribution 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, Seller 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 provision of Services might be temporarily or permanently curtailed. As such, distributed Tokens may hold little worth or value, and this would impact its trading price.

8.14 Changes and Completion.

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

ARTICLE IX. TAXES

9.1 Applicable Taxes.

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

9.2 Tax Agency.

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

ARTICLE X. NO LIABILITY. INDEMNIFICATION

10.1 No Liability.

This Agreement, WUN Smart Contract, Wunbit or WUN Tokens shall not form basis for any claim against the Seller and/or Seller's Parties. To the fullest

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

- (a) any person making Payments, using WUN Smart Contract and/or purchasing WUN Tokens in violation of any anti-money laundering, counter-terrorism financing or other regulatory requirements that are imposed in any jurisdiction and by any Governmental Authority;
- (b) any person making Payments, using WUN Smart Contract and/or purchasing WUN Tokens in violation of any representation, warranty, obligation, covenants or other provision hereunder, and the resulting failure or inability to retrieve his/her payment or to claim relevant purchased WUN Tokens;
- (c) early termination of Sales and Distribution Period for any reason;
- (d) failure, abortion, delay or rescheduling of Wunbit development and resulting failure to meet any anticipated milestone;
- (e) any malfunction, breakdown, collapse, rollback or hardforking of the Ethereum

blockchain; specific use;

- (f) failure of WUN Tokens to meet any specific purpose, or unfitness for any
- (g) utilisation of proceeds raised WUN Tokens distribution;
- (h) failure to timely and completely disclose any information relating to the development of Wunbit;
- (i) any Buyer's divulgence, loss or destruction of the private key associated with Buyer's digital wallet or vault storing WUN Tokens;
- (j) trading or speculation of WUN Tokens by any person;
- (k) listing or delisting of WUN Tokens on or from any crypto-currency exchange;
- (l) WUN Tokens being classified or treated by Governmental Authority as a kind of currency, securities, commercial paper, negotiable instrument, investment or otherwise that may be banned, regulated or subject to certain legal restrictions;
- (m) any risk factors disclosed herein and any Damage that is caused by, associated with, in connection with, incidental to or consequential to that risk factor.

10.2 Release.

To the fullest extent permitted by applicable law, Buyer releases Seller and Seller's Parties from any and all responsibility, liability, claims, demands,

and/or Damages based on, arising out of or relating to this Agreement, any possible disputes and controversies with Buyer and the acts or omissions of any third parties.

10.3 Damages Limits.

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

10.4 Indemnification.

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

10.5 Force Majeure.

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

ARTICLE XI. APPLICABLE LAW AND DISPUTES RESOLUTION

11.1 Applicable Law.

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

11.2 Negotiations.

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

11.3 Arbitration Agreement.

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

11.4 No Class Action or Representative Actions.

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

ARTICLE XII. MISCELLANEOUS

12.1 Entire Agreement.

This Agreement, including any schedules and exhibits attached hereto and Wunbit Terms of Use and Privacy Policy, as well as other legal papers of

Wunbit such as the Refund Policy and Shipping Policy, the materials incorporated herein by reference, constitutes the entire agreement between the Parties and supersedes all prior or contemporaneous agreements and understandings, both written and oral, between the Parties with respect to the subject matter hereof, including, without limitation, any public or other statements or presentations made by any Seller's Party about WUN Tokens and/or Wunbit and shall not be read or quoted on its own without the aforementioned documents.

12.2 Severability.

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

12.3 Modification of Agreement.

Seller may modify this Agreement at any time by posting a revised version on the Website.

Seller may make modifications to this Agreement in case Seller updates the conditions of Wunbit token sale, suspend Wunbit token sale, or decide to terminate Wunbit token sale and distribution or any other modification at Seller's own discretion.

Some of these modifications, when they enter into effect, may result in a loss of Buyer's rights to receive the Token Owner Rewards or in changing of the calculation of the Token Owner Rewards formula.

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

In case if there are important changes made to this document or any other documents constituting Legal Basis of Wunbit Seller may communicate with Buyer about changes made to this Agreement or any other issues associated with Wunbit or the Services via displaying or sending messages to Buyer using the Website of Wunbit.

12.4 Termination of Agreement. Survival.

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

(a) all of Buyer's rights under this Agreement immediately terminate;

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

12.5 No waivers.

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

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

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

12.7 Communications.

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

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

SCHEDULE I.

WUN TOKENS SALES AND DISTRIBUTION DETAILS

1. WUN Token Sales and Distribution Period.

Seller offers WUN Tokens for allocation and distribution during the WUN Token Sales and Distribution period, which will begin at 11:00 AM GMT on date ("Sales Launch Date"). The duration of the WUN Token Sales and

Distribution is not limited in time and therefore issuing of WUN tokens will depend on the total aggregate demand for WUN tokens from the Buyers. WUN Token Sales and Distribution Period shall be considered completed once all available WUN tokens are purchased by the Buyers:

1.1. at the moment when the aggregate amount of payments for WUN Tokens received from all buyers will have achieved SUM (\$/ETH); or

1.2. at the end of the business day when the aggregate number of the paid WUN Tokens will have achieved 300 000 000 WUN Tokens (as described in Article 6.4.1 hereof), which ever is earlier (“Sales and Distribution Expiration Date”).

2. Procedure for Buying and Receiving WUN Tokens

2.1. Seller will make available at the Website a web application to facilitate the procedure of purchase and receipt of the WUN 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 WUN Tokens through the Web Application, Buyer shall:

2.2.1. undergo a registration procedure and obtain a personal user account available on the Website (“Account”). The registration procedure, as well as terms and conditions of use of the Account, are in more detail specified in Terms of Use;

2.2.2. enter the Web Application using Account;

2.2.3. follow the on-screen instructions.

3. Token Price and Payment for WUN Tokens

3.1. Upon launch of the Sales of WUN Tokens shall be priced at \$0.1 per one WUN token. Afterwards the price of WUN Tokens may change according to the laws of the free market as well as according to the total aggregate demand for WUN Tokens from the Buyers.

3.2. The Purchaser may acquire WUN Tokens from the Seller by transferring the Seller the corresponding payment in fiat currencies (EUR,USD) or cryptocurrencies (BTC,ETH) as per instructions presented in the member’s area on the Website of Wunbit.

3.3. There is a minimal amount of payment for WUN Tokens that Buyer will be able to make. At any specific time, such minimal amount may be different for different Fiat Currencies/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.

3.4. To fix the number of WUN Tokens which will be distributed to Buyer in exchange for the payment he made, Buyer shall click the button “Convert to

WUN Tokens” in Buyer’s Account. The time and date when Buyer clicks such button shall hereinafter refer to as “Conversion Date”.

3.5. In the case Buyer makes payment for WUN Tokens in Fiat Currency/Cryptocurrency other than Ether (ETH), the exchange rate between the payment currency and Ether (ETH) published on the CoinPayments website (<https://www.coinpayments.net/>) as of the Conversion Date shall apply.

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

4. Creation and Distribution of WUN Tokens

4.1. Following the results of the WUN Token Sales, Seller will make a register containing the information on the number of WUN Tokens paid by all WUN Token purchasers during the WUN Token Sale.

4.2. The information specified in Article 4.1 hereof will be downloaded to the WUN Smart Contract, which will then create WUN Tokens and distribute them among all interested parties according to the distribution structure specified in the Section 4.5.(b) of Article IV.

5. Stop of WUN Tokens Sales and Distribution Process

Seller reserves a right to an emergency to stop the process of sales and distribution of WUN Tokens in limited situations, such as, but not limited to:

5.1. serious security issue detected;

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

5.3. any type of material attack on WUN Tokens, the Website or Ethereum network.

RISKS RELATING TO COMPANY

1. Risks relating to Ineffective Management. The Company and Company 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 Company’s ability to maintain the Platform and/or launch any future business lines.
2. Risks Related to Highly Competitive Environment. The financial technology and cryptocurrency industries, and the markets in which the Company 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 Company may face operational difficulties in adjusting to the changes, and the sustainability of the Company will depend on its ability to manage its operations and ensure that it hires qualified and competent employees, and provides proper
3. training for its personnel. As its business evolves, the Company must also expand and adapt its operational infrastructure. The Company cannot give any assurance that the Company will be able to compete successfully.
 4. 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 Company'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 Company may experience the negative effects of a slowdown in trading and usage of the Platform.
 5. Risks of Non-Protection of Intellectual Property Rights. The Company 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 Company cannot give any assurance that third parties will not independently develop the know-how and trade secrets or develop better production methods than the Company.
 6. Risks of Infringement Claims. The competitors of the Company, other entities and individuals, may own or claim to own intellectual property relating to products and solutions of the Company. Third parties may claim that products and solutions and underlying technology of the Company infringe or violate their intellectual property rights. The Company may be unaware of the intellectual property rights that others may claim cover some or all of products or technology of the Company.

RISKS RELATING TO PLATFORM DEVELOPMENT

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 which might have a material adverse effect on the Platform.
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.
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.
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. 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.
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.
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.

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.
9. Risk of Dissolution of Company 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 Company may dissolve.

RISKS ARISING IN COURSE OF COMPANY PARTIES' BUSINESS

1. Risk of Conflicts of Interest. Company 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 Company Party's affiliates and respective Company Party, potentially resulting in the conclusion of transactions on terms not determined by market forces.
2. Risks Related to Invalidation of Company Parties Transactions. Company 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 Company Party. Since applicable legislation may subject to many different interpretations, respective Company 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.

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3. Risk Arising from Emerging Markets. Company 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.