

## REPU Token Sale Agreement

Last Updated: 01/02/2018

These Token Sale Agreement of REPU Token Sale (hereinafter - the “**Terms**”) contains the basic provisions proposed by REPU (hereinafter – the “**Company**”, the “**Seller**”) regarding the purchase of REPU Tokens (“**REPUCOINS**”) which will be issued and transferred by the Company to the Buyer (hereinafter the “**Buyer**” or “**Customer**”).

Please read carefully these Terms and agree with it before purchasing REPU Tokens (RepuCoins), 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 these Terms, you shall not purchase REPU Tokens (RepuCoins). By purchasing REPU Tokens (RepuCoins) during any sale period set forth herein from the Company, you will be bound by these Terms, and thus your purchase of REPU Tokens (RepuCoins) is subject to these Terms.

The Buyer and the Seller shall each be referred to as a “**Party**” and collectively as the “**Parties**”.

### RECITALS

**WHEREAS**, the Seller is to create a platform that allows its users (ordinary citizens, companies, employers, recruiters, government officials, law enforcement officials, etc.) to use the rating and feedback system in everyday life. The platform is being developed as a separate project, which in the future is planned to be integrated into social networks and replace the existing system of “likes” (hereinafter – “**REPU Platform**”); and

**WHEREAS**, the Seller is going to issue its digital tokens called RepuCoins being virtual currency that is used inside the REPU Platform to pay for the company’s reputation management services (monthly, quarterly, half year and annual subscriptions), rewarding users for ratings, and for internal payments for goods / services within the REPU Platform, which the Seller is willing to sell to the Buyer during established sale period as determined hereunder; and

**WHEREAS**, the Buyer wants to purchase RepuCoins according to the terms and conditions set forth herein.

**NOW THEREFORE**, in consideration of the covenants and agreements or terms contained herein, the Parties agree as follows:

#### 1. Explanation of RepuCoins.

The Buyer understands and accepts that RepuCoins will be used as virtual currency on the REPU Platform. There will be all functions of the REPU Platform available for the person who has RepuCoins in possession.

RepuCoins could be used as in-service crypto-currency for other websites, platforms, services, projects etc. as their in-service crypto-currency. All RepuCoins operations on the REPU Platform have their own compulsory and automated hash value for entry into the chain of blocks recorded into blockchain register. Register is accessible to everyone, but

information is unchangeable and anonymous. This provides additional transparency and security.

The Buyer expressly agrees that RepuCoins are not securities, are no investment, are not registered with any government entity as the securities, shall not be considered as such, do not represent any share, stake or security or equivalent rights, including, but not limited to, any right to receive future revenue shares and intellectual property rights, do not represent any ownership right, and are not intended to be commodity or any other kind of financial instrument. The Whitepaper prepared by Company describes matters related to REPU project. It includes, but not limited to, any technological aspects and software matters.

**HOWEVER, REPU WHITEPAPER IN NO WAY CONSITUTES A LEGALLY BINDING AGREEMENT, CONTRACT, DECISION, ETC. BETWEEN THE COMPANY AND THE BUYER.**

## **2. Purchase of RepuCoins.**

The Company hereby expressly agrees to issue and sell to the Buyer RepuCoins and The Buyer hereunder commits to purchase RepuCoins for Ethereum cryptocurrency(ies). Unless otherwise stated herein, these Terms govern purchase of RepuCoins by the Buyer from the Company during the Closed Round Sale Period from February 3, 2018 (5:00 AM NYC, 10:00 LDN, 13:00 MSK, 18:00 HKG), to February 22, 2018 (5:00 AM NYC, 10:00 LDN, 13:00 MSK, 18:00 HKG), Pre-Sale Period from February 23, 2018 (5:00 AM NYC, 10:00 LDN, 13:00 MSK, 18:00 HKG), to March 2, 2018 (5:00 AM NYC, 10:00 LDN, 13:00 MSK, 18:00 HKG) and Public Sale Period from April 2, 2018 (5:00 AM NYC, 10:00 LDN, 13:00 MSK, 18:00 HKG), to May 2, 2018 (5:00 AM NYC, 10:00 LDN, 13:00 MSK, 18:00 HKG) (hereinafter jointly – “**Sale Period**”). In order to make a purchase the Buyer will transfer payment as set forth herein and the Company will distribute an amount of RepuCoins which is equivalent to the payment the ETH-address of the Buyer once the payment is made by the Company/after crowdsale ends. Buyer will buy RepuCoins by paying for them in advance. The use of RepuCoins and relations between the Parties may be governed by any other applicable terms and policies. The Buyer agrees to be solely responsible for any applicable taxes imposed on RepuCoins purchased hereunder.

By buying RepuCoins hereunder, the Buyer expressly accepts all terms and conditions, described herein, and agree to be bound thereby and comply therewith.

For 1 ETH the Buyer will be able to buy 12,500 RepuCoins during Closed round and such purchase price is not subject to change within this Closed Round Sale Period, provided however that some bonuses may be provided. Closed Round hard cap – 1000 ETH.

For 1 ETH the Buyer will be able to buy during the Pre-Sale period:

- 8,333.33 (*rounded*) RepuCoins during Day 1 (first day) of the Pre-Sale
- 7,936.508 (*rounded*) RepuCoins during Day 2 (second consecutive day) of the Pre-Sale
- 7,558.58 (*rounded*) RepuCoins during Day 3 (third consecutive day) of the Pre-Sale
- 7,199.42 (*rounded*) RepuCoins during Day 4 (forth consecutive day) of the Pre-Sale
- 6,854.01 (*rounded*) RepuCoins during Day 5, 6 and 7 (fifth, sixth and seventh consecutive days) of the Pre-Sale

and such purchase prices are not subject to change within this Pre-Sale Period, provided however that some bonuses may be provided. Pre-Sale hard cap – 1800 ETH.

For 1 ETH the Buyer will be able to buy during the Public Sale period:

- 5,834.31 (*rounded*) RepuCoins during Week 1 (first week) of the Public Sale
- 5,117.71 (*rounded*) RepuCoins during Week 2 (second consecutive week) of the Public Sale
- 4,488.33 (*rounded*) RepuCoins during Week 3 (third consecutive week) of the Public Sale
- 3,937.01 (*rounded*) RepuCoins during Week 4 (forth consecutive week) of the Public Sale

and such purchase prices are not subject to change within this Public Sale Period, provided however that some bonuses may be provided. Public Sale goal – 3000 ETH, Public Sale hard cap – 30,000 ETH.

### **3. RepuCoins Distribution and Exchange.**

The Company will issue 250 000 000 RepuCoins in accordance with REPU Whitepaper (available at <https://repu.io/whitepaper.pdf>);

The Company then will issue RepuCoins for the corresponding payment set forth herein made by the Buyer, immediately after the end of the date the whole REPU Token Sale is over, meaning, the date the Sale Period ends, provided however there may be some delay due to the technical issues. Thus, the RepuCoins can be used as soon as distribution complete for making purchases and payments on the Platform. The Buyer hereby understands and agrees that in order to receive RepuCoins the Buyer shall have ETH-wallet since the token distribution will be carried out using specially deployed token sale smart contract. To purchase RepuCoins the Buyer shall only send cryptocurrency funds from his/her personal wallet (hardware wallet) in the amount which is equivalent to the amount of the RepuCoins the Buyer is willing to receive for such payment. The Buyer may be required to manually set his/her ETH-wallet to watch the token sale smart contract to receive RepuCoins after their distribution by the Company within the blockchain, which shall be made after the Company's Token Sale ends. The Buyer may purchase RepuCoins via specific Ethereum client.

**BUT IT IS PROHIBITED TO SEND CRYPTOCURRENCY FUNDS TO PURCHASE REPUCOINS FROM ANY CRYPTOCURRENCY EXCHANGES USE OF ANY ONLINE EXCHANGE SERVICES (E.G., KRAKEN, COINBASE, POLONIEX, ETC.), AS WELL AS USE OF JAXX AND MULTI\_SIGNATURE WALLETS WILL LEAD TO THE LOST OF ALL ETH PAID HEREUNDER.**

Company does not collect or get any of Buyer personal wallet information and does not access or use wallet's on Buyer's behalf. The Buyer is also required to register on the website of the Company as set forth in REPU Privacy Policy (available at [https://repu.io/privacy\\_policy.pdf](https://repu.io/privacy_policy.pdf) ) and comply with the provisions of such documents.

TO THE EXTENT ALLOWABLE ACCORDING TO APPLICABLE LAW OF REGULATION, REPUCOINS WILL BE USED AS IN-SERVICE CURRENCY ON THE PLATFORM, AND THUS ANY OTHER USE OF REPUCOINS IS BY A DECISION AND AT THE SOLE RISK AND DISCRETION OF THE BUYER.

All purchased RepuCoins will be indicated onto your account as soon as fixed in the blockchain and distributed within the blockchain as soon as REPU Token Sale is over, provided however that

(i) some screening and verification procedures may cause some delay AND

(ii) till the moment of such distribution the REPU Platform is launched and operational to the volume necessary to use RepuCoins on it. Nothing herein may be construed as selling or delivering RepuCoins before Repu Platform launch or preventing you from your RepuCoins use on the Repu Platform immediately after distribution.

Any delay in RepuCoins delivery to the Buyer is operational delay only and may not be construed as the breach hereof or Company's misconduct.

Purchased RepuCoins may be sold and transferred by the Buyer at any time after Token Sale ends via cryptocurrency exchanges on its own risk and without any interference of the Company, if RepuCoins are listed on any of the cryptocurrency exchanges on its sole discretion (WHETHER TO LIST REPUCOINS ON CRYPTOCURRENCY EXCHANGES OR NOT IS SOLELY AT THE DISCRETION OF CRYPTOCURRENCY EXCHANGES).

#### **4. Refund and Cancellations.**

TO THE EXTENT ALLOWABLE ACCORDING TO APPLICABLE LAW OF REGULATION, THE PURCHASE OF REPUCOINS BY THE BUYER FROM THE COMPANY IS FINAL, THUS REPUCOINS ARE NOT SUBJECT TO THE REDEMPTION PROCEDURE AND THERE ARE NO REFUNDS AND/OR CANCELLATIONS.

#### **5. Preventing Illegal activities.**

REPU is committed to implementing and maintaining the highest standards of Know Your Customer (KYC) and Anti Money Laundering (AML) compliance and requires management and employees to adhere to these standards to prevent abuse of REPU Services for money laundering and terrorist financing purposes. REPU retains the right to reject your payment for RepuCoins in case you fail to meet the AML/KYC requirements or successfully pass other verification and screening procedures, implemented on the REPU Platform.

The KYC procedure is provided beginning from the sum of RepuCoins purchase equivalent to 1 ETH.

In pursuing its commitment to assist in the detection, prevention, and reporting of money laundering activities, REPU shall:

(i) implement a risk based approach to assessing and implementing AML and KYC procedures.

(ii) know its customers by obtaining satisfactory evidence of their identity and having effective procedures to verify the authenticity of the information furnished by new customers.

(iii) 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.

(iv) cooperate fully with law enforcement agencies by, among others, taking appropriate measures allowed by law if there are reasonable grounds for suspecting money laundering.

(v) adopt policies consistent with the principles set out in this policy, and ensure that its staff, wherever located, are informed of these policies and adequately trained in matters covered herein.

(vi) implement specific procedures for customer identification, record keeping and retention of transaction documents and reporting of covered and suspicious transactions.

To prevent abuse of REPU, its services and the Platform for money laundering and terrorist financing purposes Company may collect the following information:

(i) Name

(ii) Telephone number;

(iii) Photo of your passport or other identity card to show proof of identity;

(iv) Documentation that evidences your proof of address;

(v) E-mail address, –

as well as ask for additional information in case of doubts or crime suspicions.

## **6. Purchase Limitations, Representations and Warranties.**

UNITED STATES CITIZENS AND / OR RESIDENTS OF THE FOLLOWING STATES AND TERRITORIES: UNITED STATES, SOUTH KOREA, JAPAN, IRAN, SYRIA, PEOPLE'S REPUBLIC OF CHINA, CUBA, DEMOCRATIC PEOPLE'S REPUBLIC OF KOREA, ABU DHABI, THE CRIMEA REGION OF UKRAINE, – ARE NOT ALLOWED TO PARTICIPATE IN THE SALE PERIOD OF THE REPU TOKEN SALE. THE BUYER IS ONLY ELIGIBLE TO PURCHASE REPUCOINS IF AND BY BUYING REPUCOINS AND/OR SIGNING THESE TERMS HE/SHE COVENANTS, REPRESENTS, AND WARRANTS THAT HE/SHE IS NEITHER A CITIZEN OR PERMANENT RESIDENT OF THE ABOVEMENTIONED STATES NOR DOES HE/SHE HAS A PRIMARY RESIDENCE OR DOMICILE IN OR MAKES HIS / HER TRANSACTIONS FROM THE ABOVEMENTIONED STATES (INCLUDING FOR UNITED STATES, PUERTO RICO, THE U.S. VIRGIN ISLANDS), AND ANY POSSESSIONS OF THE ABOVEMENTIONED STATES. IN ORDER TO BUY REPUCOINS AND BY BUYING REPUCOINS AND/OR SIGNING THESE TERMS, THE BUYER COVENANTS, REPRESENTS, AND WARRANTS THAT NONE OF THE OWNERS OF THE COMPANY, OF WHICH HE/SHE IS AN AUTHORIZED OFFICER, IS CITIZEN OR

PERMANENT RESIDENT OF THE ABOVEMENTIONED STATES, NOR DOES HE/SHE HAVE A PRIMARY RESIDENCE OR DOMICILE IN OR MAKES TRANSACTIONS FROM THE ABOVEMENTIONED STATES, INCLUDING ANY POSSESSIONS OF THE ABOVEMENTIONED STATES. SHOULD THIS CHANGE AT ANY TIME, HE/SHE SHALL IMMEDIATELY NOTIFY THE COMPANY. THE COMPANY SHALL RESERVE THE RIGHT TO REFUSE SELLING REPUCOINS TO ANYONE WHO DOES NOT MEET CRITERIA NECESSARY FOR REPUCOINS BUYING, AS SET OUT HEREUNDER AND BY THE APPLICABLE LAW. IN PARTICULAR, THE COMPANY MAY REFUSE SELLING REPUCOINS TO CITIZENS, PERMANENT RESIDENTS OF THE ABOVEMENTIONED STATES AND TERRITORIES AND THOSE USERS WHO DO NOT MEET ANY OTHER CRITERIA SPECIFIED HEREIN.

ANY PERSON, MENTIONED IN APPROPRIATE DENIED PERSONS OR ANY OTHER SANCTION LIST, IS FORBIDDEN TO PURCHASE OR USE REPUCOINS ON HIS / HER OWN BEHALF OR REPRESENTING ANY THIRD PARTY.

IT IS ALSO FORBIDDEN TO PURCHASE REPUCOINS USING FUNDS CAME FROM ILLEGAL OR UNETHICAL SOURCES OR RECEIVED IN RESULT OF MONEY LAUNDRY. AND BY BUYING REPUCOINS HEREUNDER, THE BUYER REPRESENTS AND WARRANTS THAT HIS/HER FUNDS IN NO WAY CAME FROM ILLEGAL OR UNETHICAL SOURCES, THAT THE BUYER IS NOT USING ANY PROCEEDS OF CRIMINAL OR ILLEGAL ACTIVITY OR MONEY LAUNDRY, AND THAT NO TRANSACTION INVOLVING DTT TOKENS ARE BEING USED TO FACILITATE ANY CRIMINAL OR ILLEGAL ACTIVITY OR PERFORM MONEY LAUNDRY.

By buying RepuCoins and, the Buyer represents and warrants that:

- (a) he/she has read and understand these Terms, REPU Privacy Policy (available at [https://repu.io/privacy\\_policy.pdf](https://repu.io/privacy_policy.pdf) ), as well as REPU Whitepaper (available at <https://repu.io/whitepaper.pdf>);
- (b) he/she is of an age of majority to enter into these Terms, meet all other eligibility and residency requirements, and are fully able and legally competent to enter the terms, conditions, obligations, affirmations, representations and warranties set forth herein and to abide by and comply herewith;
- (c) he/she will be solely responsible for any applicable taxes imposed on RepuCoins purchased hereunder;
- (d) he/she is aware RepuCoins Tokens are intended to be used on the REPU Platform only as an in-service cryptocurrency;
- (e) he/she has in-depth knowledge and deep understanding of the crypto market, blockchain-based systems and cryptocurrencies;
- (f) he/she is aware of and knows how to manage all the merits, risks and any restrictions associated with crypto market, blockchain-based systems and cryptocurrencies;

(g) he/she understands that these Terms are in no way an investment advice or an offer to invest;

(h) he/she understands, that the value in the price of a RepuCoins may be defined by a degree of transactions with a specific marketplace or others.

(i) Company retains the right to change any Ethereum token standard at its own decision.

## **7. Disclaimer of Warranties and Limitation of Liability.**

REPUCOINS ARE TO BE PROVIDED ON AN “AS IS” BASIS AND WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED. CUSTOMER ASSUME ALL RESPONSIBILITY AND RISK WITH RESPECT TO BUYING OF ANY AMOUNT OF REPU TOKENS (REPUCOINS) AND THEIR USE. THE BUYER HEREBY EXPRESSLY AGREES THAT, TO THE MAXIMUM EXTENT PERMITTED BY THE APPLICABLE LAW, THE COMPANY DOES NOT ACCEPT ANY LIABILITY FOR ANY DAMAGE OR LOSS, INCLUDING LOSS OF BUSINESS, REVENUE, OR PROFITS, OR LOSS OF OR DAMAGE TO DATA, EQUIPMENT, OR SOFTWARE (DIRECT, INDIRECT, PUNITIVE, ACTUAL, CONSEQUENTIAL, INCIDENTAL, SPECIAL, EXEMPLARY OR OTHERWISE), RESULTING FROM ANY USE OF, OR INABILITY TO USE, THIS WEBSITE OR THE MATERIAL, INFORMATION, SOFTWARE, FACILITIES, SERVICES OR CONTENT ON THIS WEBSITE, AS WELL AS FROM PURCHASING OF REPUCOINS, REGARDLESS OF THE BASIS, UPON WHICH THE LIABILITY IS CLAIMED AND EVEN IF THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. THE BUYER UNDERSTANDS AND AGREES THAT THE COMPANY SHALL NOT BE HELD LIABLE TO AND SHALL NOT ACCEPT ANY LIABILITY, OBLIGATION OR RESPONSIBILITY WHATSOEVER FOR ANY CHANGE OF THE VALUE OF REPUCOINS. THE BUYER UNDERSTANDS AND EXPRESSLY AGREES THAT THE COMPANY SHALL NOT GUARANTY IN ANY WAY THAT REPUCOINS MIGHT BE SOLD OR TRANSFERRED DURING OR AFTER THE TOKEN SALE. IF APPLICABLE LAW DOES NOT ALLOW ALL OR ANY PART OF THE ABOVE LIMITATION OF LIABILITY TO APPLY TO THE BUYER, THE LIMITATIONS WILL APPLY TO THE BUYER ONLY TO THE EXTENT PERMITTED BY APPLICABLE LAW. THE BUYER UNDERSTANDS AND AGREES THAT IT IS HIS/HER OBLIGATION TO ENSURE COMPLIANCE WITH ANY LEGISLATION RELEVANT TO HIS/HER COUNTRY OF DOMICILE CONCERNING PURCHASING OF REPUCOINS, AND THAT THE COMPANY SHOULD NOT ACCEPT ANY LIABILITY FOR ANY ILLEGAL OR UNAUTHORIZED PURCHASING OF REPUCOINS. THE BUYER AGREES TO BE SOLELY RESPONSIBLE FOR ANY APPLICABLE TAXES IMPOSED ON REPUCOINS PURCHASED HEREUNDER.

## **8. Acknowledgment and Assumption of Risks.**

By buying RepuCoins and using the Repu Platform, the Buyer represents/warrants and accepts that:

(a) there are certain risks, including, but not limited to, risk of losing access to RepuCoins, risks associated with the REPU protocol, risk of mining attacks, risk of hacking and security weaknesses, risks associated with markets for RepuCoins, etc.;

(b) that there is no warranty that the REPU Platform or any URLs or links following on it will be uninterrupted or error-free and why there is an inherent risk that the REPU Platform could contain weaknesses, vulnerabilities or bugs causing, inter alia, the complete loss of RepuCoins;

(c) that the blockchain technology can be applied in a new forms of interaction, and that certain jurisdictions could apply existing regulations on, or approve new regulations addressing, blockchain technology based applications, which may be contrary to the current setup of both REPU Platform and/or smart-contract system and which may, inter alia, result in substantial modifications of both REPU Platform and/or smart- contract system and/or the RepuCoins protocol, including its termination and the loss of Repucoins for the Customer;

(d) you have been, are, and will be solely responsible for making your own independent appraisal and investigations into the risks of the purchasement of RepuCoins. You represent that you have sufficient knowledge, market sophistication, professional advice and experience to make your own evaluation of the merits and risks of any purchasement, as well as you may be vulnerable to any loss as the consequences of your actions on the REPU Platform;

(e) REPU does not give any advice, does not express any official expert opinion and does not give any statistician indicators that are mandatory for use with respect to RepuCoins, and other cryptocurrencies. You make all decisions at your own risk and discretion. Our REPU Platform does not contain the advice, opinion or mandatory data, which are binding or warrant the consequences, but, the Platform may contain background information that you may use at your own risk and discretion

## **8. Taxes.**

The purchase price that you pay for RepuCoins is exclusive of all applicable taxes. Customer is responsible for determining what, if any, taxes apply to your purchase, exchange and sell of RepuCoins, including, for example, sales, use, value added, and similar taxes. It is also your responsibility to withhold, collect, report and remit the correct taxes to the appropriate tax authorities. Customer agrees that REPU is not responsible for withholding, collecting, reporting, or remitting any sales, use, value added, or similar tax arising from your purchase and sell of RepuCoins.

## **9. 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.

All questions concerning the construction, validity, enforcement and interpretation of these Terms shall be governed by and construed and enforced in accordance with the laws of England and Wales. Any controversy or claim (hereinafter - the “**Disputes**”) arising out of or relating to this Terms or the breach thereof, shall be settled by binding arbitration administered by The International Arbitration and cryptography Centre Limited (hereinafter – “**IACC**”). The number of arbitrators shall be one. The seat, or legal place, of arbitration shall be London, England and Arbitration hearings will be held online in accordance with IACC



rules. The language to be used in the arbitral proceedings shall be English. In case any dispute arises Buyer should contact Company via e-mail – [info@repu.io](mailto:info@repu.io).

## **10. Miscellaneous.**

These Terms constitute the entire agreement between the Buyer and the Company relating to the Buyer's purchase of RepuCoins from the Buyer during the Sale Period. No provision of these Terms shall be considered waived unless such waiver is in writing and signed by the Party that benefits from the enforcement of such provision. If any term, provision, covenant or restriction of these Terms is held by a court of competent jurisdiction to be invalid, illegal, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions set forth herein shall remain in full force and effect and shall in no way be affected, impaired or invalidated. The Company may assign the Company's rights and obligations under these Terms. Any notice or other communication given or made under these Terms shall be and may be delivered in electronic form; in case of Company – to the address [info@repu.io](mailto:info@repu.io), in case of Buyer – to the address he / she indicates while registering on the REPU Platform. At any time, the Company may make changes to these Terms as reasonably required to comply with applicable law or regulation. In cases of changes, the amended Terms will be published on <https://repu.io>, "Last Updated" date above will be updated as well. The amended Terms will be effective immediately. In no way, the Company shall be liable for any delay or failure to perform any obligations under these Terms as a result of a cause beyond the Company's reasonable control. These Terms and purchasing of RepuCoins by the Buyer in no way create any exclusive relationship between the Buyer and the Company nor any partnership, joint venture, employment or agency.