



TERMS AND CONDITIONS FOR THE USE OF THIS WEBSITE AND PURCHASE OF STKR TOKENS

You agree that by clicking the "I Accept" button, you accept and agree to be bound by these Terms and Conditions, and such terms constitute a binding agreement between Stackr Cayman Limited (the Token Generator) and you, with respect to your use of this website and, if applicable, your purchase of Tokens (as defined below). If you have any questions, please contact us at info@gostackr.com.

A. IMPORTANT DISCLAIMERS AND NOTICES

UNLESS DEFINED OTHERWISE IN THESE TERMS, CAPITALISED TERMS HEREIN HAVE THE MEANINGS GIVEN TO THEM IN THE **WHITE PAPER** (AS DEFINED BELOW).

YOU (**USER**) ARE STRONGLY URGED TO READ AND CAREFULLY CONSIDER THE WHITE PAPER AND THESE TERMS AND CONDITIONS (**TERMS**) BEFORE PROCEEDING.

NEITHER THESE TERMS NOR THE WHITE PAPER CONSTITUTE A PROSPECTUS OR OFFERING DOCUMENT, AND ARE NOT AN OFFER TO SELL, NOR THE SOLICITATION OF AN OFFER TO BUY ANY SECURITIES IN ANY COUNTRY OR JURISDICTION IN WHICH IT IS UNLAWFUL TO MAKE SUCH AN OFFER OR SOLICITATION.

THE TOKENS (AS DEFINED BELOW) DESCRIBED ON THIS WEBSITE, INCLUDING PROVISIONS OF THE WHITE PAPER AND THE TERMS AND CONDITIONS, HAVE NOT BEEN, AND WILL NOT BE, REGISTERED UNDER U.S. SECURITIES ACT OF 1933, AS AMENDED (**SECURITIES ACT**), AND MAY NOT BE OFFERED OR SOLD WITHIN THE UNITED STATES OR TO, OR FOR THE ACCOUNT OR BENEFIT OF, U.S. PERSONS EXCEPT PURSUANT TO AN EXEMPTION FROM, OR IN A TRANSACTION NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT. ACCORDINGLY, TOKENS ARE BEING OFFERED AND SOLD ONLY OUTSIDE THE UNITED STATES TO PERSONS OTHER THAN U.S. PERSONS (AS DEFINED IN REGULATIONS UNDER THE SECURITIES ACT) IN RELIANCE UPON REGULATIONS.

NONE OF THE U.S. SECURITIES AND EXCHANGE COMMISSION, ANY U.S. STATE SECURITIES COMMISSION, OR ANY OTHER REGULATORY AUTHORITY HAS APPROVED OF THE TOKENS OR DETERMINED IF THE INFORMATION IN THE WHITE PAPER AND THE TERMS IS TRUTHFUL OR COMPLETE. NO ACTION HAS BEEN TAKEN IN ANY JURISDICTION TO PERMIT A PUBLIC OFFERING OF THE TOKENS AS SECURITIES.

THE INFORMATION ON THIS WEBSITE IS PROVIDED FOR CONVENIENCE ONLY AND IS NOT INVESTMENT ADVICE. TOKEN GENERATOR, AN EXEMPTED COMPANY INCORPORATED WITH LIMITED LIABILITY PURSUANT TO THE COMPANIES LAW



(REVISED) OF THE CAYMAN ISLANDS, DOES NOT MAKE ANY REPRESENTATIONS AS TO THE ACCURACY OR COMPLETENESS OF THE INFORMATION CONTAINED ON THIS WEBSITE AND UNDERTAKES NO OBLIGATION TO UPDATE THE INFORMATION.

EACH PROSPECTIVE PURCHASER OF TOKENS MUST COMPLY WITH ALL APPLICABLE LAWS AND REGULATIONS IN FORCE IN ANY JURISDICTION IN WHICH IT RECEIVES, PURCHASES, OFFERS OR SELLS TOKENS AND MUST OBTAIN ALL CONSENTS, APPROVALS, AND PERMISSIONS REQUIRED FOR THE PURCHASE, OFFER OR SALE BY IT OF TOKENS UNDER THE LAWS AND REGULATIONS IN FORCE IN ALL JURISDICTIONS IN WHICH IT IS SUBJECT OR IN WHICH IT MAKES SUCH PURCHASES, OFFERS OR SALES. TOKEN GENERATOR WILL BEAR NO RESPONSIBILITY IN CONNECTION WITH OBTAINING, OR FAILING TO OBTAIN, ANY SUCH CONSENTS, APPROVALS OR PERMISSIONS. TOKEN GENERATOR IS NOT MAKING ANY REPRESENTATION TO ANY PURCHASER OF TOKENS REGARDING THE LEGALITY OF AN INVESTMENT IN TOKENS BY SUCH PURCHASER.

THESE TERMS RELATE ONLY TO THE USE OF THE WEBSITE AND THE PURCHASE OF TOKENS AND THEY DO NOT RELATE TO ANY OTHER ASPECTS OF THE STACKR SOLUTION OR REPRESENT AN INVESTMENT BY PURCHASER INTO THE STACKR SOLUTION WHICH IS A SEPARATE INVESTMENT PRODUCT OFFERED BY THE STACKR GROUP IN WHICH THE TOKENS WILL HAVE A UTILITY AND WHICH WILL BE GOVERNED BY SEPARATE TERMS AND CONDITIONS.

B. PURCHASER'S REPRESENTATIONS, WARRANTIES AND COVENANTS

SHOULD YOU (OR THE ENTITY YOU REPRESENT) CHOOSE TO PURCHASE TOKENS (**PURCHASER**), YOU ACKNOWLEDGE, REPRESENT, WARRANT, AND AGREE THAT:

- PURCHASER IS AWARE OF THE RISKS ASSOCIATED WITH PURCHASING, OWNING AND USING TOKENS, INCLUDING THE INHERENT RISK OF LOSING ALL AMOUNTS PAID FOR TOKENS. PURCHASER ACKNOWLEDGES THE RISKS DESCRIBED IN THE WHITE PAPER AND SCHEDULE 2 HEREOF. BY PURCHASING TOKENS, PURCHASER EXPRESSLY ACKNOWLEDGES AND ASSUMES THOSE RISKS AND ACCEPTS THAT TOKEN GENERATOR DISCLAIMS ANY LIABILITY FOR, OR IN CONNECTION WITH, THOSE RISKS.
- TOKENS SHOULD NOT BE ACQUIRED FOR SPECULATIVE OR INVESTMENT PURPOSES WITH THE EXPECTATION OF MAKING A PROFIT ON IMMEDIATE OR FUTURE RE-SALE.
- Tokens do not represent a debt or equity interest in Token Generator, and a purchase of Tokens does not constitute making an investment therein. As a purchaser of Tokens, Purchaser's rights are limited to those specifically described herein and outlined in the White Paper.



- Purchaser is subject to and bound by these Terms by virtue of Purchaser's purchase of Tokens.
- Except as otherwise specifically provided in these Terms, purchases of Tokens are non-refundable and cannot be cancelled by Purchaser. Token Generator reserves the right to refuse or cancel purchase requests at any time at its sole discretion.
- Certain persons (i) have purchased Tokens earlier than Purchaser in the course of Private Sale and/or (ii) have acquired or may acquire Tokens under terms and conditions different from these Terms. In some cases, those persons may receive more Tokens for the same amount paid by the Purchaser in a purchase of Tokens.
- Token Generator will continuously buy Tokens on the open market and burn them in accordance with procedures provided in the White Paper.

Additional representations, warranties and covenants of the Purchaser are set out in other clauses throughout these Terms.

C. BACKGROUND

- These Terms form an agreement between Purchaser and Token Generator, and relate to the use of www.gostackr.com (**Website**) and, if applicable, the acquisition of Tokens (defined below) by Purchaser from Token Generator (the **Token Sale**).
- Token Generator has prepared a white paper (as amended or supplemented from time to time, the **White Paper**) which is available at www.gostackr.com and describes matters relating to the Tokens and the Stackr Solution. Purchaser acknowledges that it has read and understands the White Paper and has no objection to its contents. Purchaser acknowledges and agrees that the White Paper may change during the time leading up to the date of completion of the Token Sale and thereafter, and Purchaser accepts the obligation to promptly read new versions of the White Paper, which will be made available via the Website.
- For the purposes of these Terms, **Tokens** mean STKR tokens being eosio cryptographically secured digital tokens that are generated by software code (a token smart contract) developed and/or executed by the Token Generator. The Tokens are intended to have the functions and features as are set out in the White Paper. Tokens represent a digital asset and your purchase of Tokens are subject to the terms herein.

1 SALE TRANSACTION

Offer / Agreement

- 1.1 Subject to the Terms herein, the Purchaser agrees to purchase Tokens from the Token Generator in accordance these Terms and the terms of the White Paper in exchange for payment of the Purchase Price (defined below).



- 1.2 Token Generator and/or any third-party service provider contracted by Token Generator in connection with the Token Sale (each, an **Administrator**) has the right to reject and/or rescind Purchaser's application for, and purchase of, Tokens, in whole or in part, in Purchaser's sole and absolute discretion. In such event, the full amount of such Purchase Price, less reasonable transactional costs, will be refunded, without interest, to the address from which the relevant cryptocurrency amounts were remitted by the Purchaser or to another digital wallet receiving address notified to the Administrator (**Purchaser Receiving Address**).

Acceptance

- 1.3 Purchaser's offer to purchase Tokens will be considered as duly accepted upon the completion of the following steps:
- (a) Purchaser registers for an account with Token Generator on the online token purchase and sale web-portal accessible at <https://www.gostackr.com/> (**Portal**);
 - (b) Purchaser transfers the Purchase Price to a Token Generator's receiving cryptocurrency address displayed in the Portal (**Token Generator Receiving Address**) in accordance with the Token purchase procedures set out on the Website; and
 - (c) the conclusion of the Token Sale (defined below) and the recording of the generation of Tokens on the EOS blockchain.
- 1.4 Token Generator agrees to sell, and Purchaser agrees to accept, the number of Purchased Tokens (as defined below) corresponding to the Purchase Price in accordance with the pricing set forth for Tokens in the Website.

Token Sale Parameters

- 1.5 **Token Sale** means collectively:
- (a) a sale of Tokens by Token Generator to certain approved purchasers as determined by Token Generator pursuant to a SAFT (as defined below) and, subsequently, these Terms (**Private Sale**); and
 - (b) a sale of Tokens by Token Generator to the public pursuant to these Terms (**Public Sale**).
- 1.6 Total amount of Tokens to be sold in the course of the Token Sale shall not exceed that number of Tokens corresponding to consideration received of US\$25,000,000. In the event the total amount of Tokens sold in the course of the Token Sale is less than that number of Tokens corresponding to consideration received of US\$7,000,000, the Token Generator shall have the right to cancel the Token Sale in full and return the relevant Purchase Price to the Purchaser in accordance with Rejection and Refund policy stipulated by these Terms.
- 1.7 The Private Sale shall be completed at the date announced by the directors.



- 1.8 The Public Sale will begin on a date and at a time published on the Website and end on the earlier of: (i) a date and at a time published on the Website or (ii) the moment the total amount of funds raised from the sale of Tokens in the Token Sale reaches the equivalent of US\$25,000,000 (collectively, the **Token Sale End Time**).
- 1.9 Notwithstanding any provision herein to the contrary, the Token Generator reserves the right, at its sole discretion, to postpone the beginning and/or extend the end of the Public Sale by not more than 2 (two) calendar weeks for any reason.
- 1.10 No new Tokens will be generated following the completion of the Token Sale. Token Generator intends to hold, allocate, distribute and/or sell all Tokens created to the proposed persons, or class of persons, as set out in the White Paper.
- 1.11 Purchaser acknowledges and agrees that certain of Token Generator's past, present and future employees, officers, directors, contractors, consultants, equity holders, suppliers, vendors and service providers will receive Tokens as described in the White Paper.

Price Per Token

- 1.12 For the purposes of these Terms, the **Price Per Token** shall be US\$ 0.10.

Payment currencies

- 1.13 The Price Per Token is set in U.S. Dollars, however Purchaser must pay for Tokens in one or a combination of the following cryptocurrencies: Ether (**ETH**) and Bitcoin (**BTC**) (including US\$, each a **Payment Currency**). The Token Generator may elect, in its sole discretion, to allow certain purchasers to purchase Tokens in U.S. Dollars via wire transfer pursuant to instructions delivered in writing by Token Generator and, in any such event, the term Payment Currency, as used in these Terms and Conditions, shall include U.S. Dollars, as the context requires.

Exchange rate

- 1.14 The Price Per Token equivalent in the selected Payment Currency will be determined using an exchange rate between U.S. Dollars and the selected Payment Currency sourced by Token Generator from <https://coinmarketcap.com/> at 16h00 Eastern Standard Time (**Exchange Rate**) for all investments received from 16h01 the preceding day to 16h00 the current day. For certainty, where a Purchaser pays for the Tokens in U.S. Dollars, the Exchange Rate used to determine the Price Per Token will be 1:1 as the Payment Currency is set in U.S. Dollars.

Exchange rate volatility

- 1.15 In the event that Token Generator, in its sole discretion, determines that the volatility in the rate of a Payment Currency during any time period may be disruptive to the Token Sale, Token Generator reserves the right (i) to suspend, at any time or from time to time, the acceptance of purchase requests until Token Generator determines, in its sole discretion, to resume the receipt of purchase requests or (ii) to set an exchange rate determined by Token Generator to



be reasonable, in its sole discretion, until Token Generator determines, in its sole discretion, to resume the use of cryptocurrency exchange rates as described above.

Purchase price

- 1.16 For the purposes of these Terms, the **Purchase Price** will be the Price Per Token multiplied by the number of Tokens that Purchaser purchases in the Token Sale (the **Purchased Tokens**) divided by the Exchange Rate where applicable.
- 1.17 Certain Purchasers may pay for Tokens by surrendering the Purchaser's rights under any simple agreement for future tokens (**SAFT**) to the Token Generator such that upon delivery of the Tokens to such Purchasers, the SAFTs will expire and terminate pursuant to the terms thereof. For these purposes, the term "Purchase Price" shall include the surrender of Purchaser's rights under, and the termination of, such SAFTs.

SAFTs and side letters

- 1.18 The Token Generator, or its affiliates, has entered into SAFTs with certain Purchasers, pursuant to which those Purchasers have received advantages not appearing herein. For example, a SAFT may give a Purchaser one or more of the following advantages over other Purchasers:
- (a) a price per Token at a substantial discount over the Price Per Token set out herein;
 - (b) special rights to make investments in the Token Generator or to purchase additional tokens issued in the future;
 - (c) special rights to receive a return of amounts paid for Tokens in certain instances;
 - (d) rights to receive information and reports from the Token Generator not provided to other Token holders; and
 - (e) such other rights as may be negotiated by the Token Generator and that Purchaser.
- 1.19 The terms of any SAFT are at the sole discretion of the Token Generator. They may be based on the following things, amongst others: (i) the timing or size of that Purchaser's purchase of Tokens; (ii) an undertaking by that Purchaser to hold the Tokens for a significant period of time; or (iii) some other similar undertaking by the Purchaser to the Token Generator.

2 Token Sale procedures

Modification of procedures

- 2.1 The Token Generator reserves the right, in its sole discretion, to modify any of the Token Sale procedures or any of the timelines described in these Terms due to, among other things, network congestion or other technical challenges.



Registration of account

- 2.2 The Token Generator has set up the Portal to administer the Token Sale. In order to acquire Tokens, Purchaser must first create an account on the Portal.

User credentials

- 2.3 To participate in the Token Sale and to log into the Portal, Purchaser must provide Token Generator or an Administrator (as such term is defined below) with Purchaser's name, address, date of birth, email address, telephone number and certain know your customer (**KYC**) information requested by Token Generator (**User Credentials**).
- 2.4 Purchaser agrees not to allow anyone to use Purchaser's Portal sign-in information or to share Purchaser's User Credentials with any other person for the purpose of facilitating their unauthorized access to the Token Sale. If Purchaser does share its User Credentials with anyone, that person's activities will be deemed to have been authorized by Purchaser. Purchaser is responsible for any acts or omissions that occur during the Token Sale with the use of Purchaser's User Credentials. Token Generator and any Administrator reserves the right to suspend or block Purchaser's access to the Token Sale upon suspicion of any unauthorized access or use, or any attempt thereof, associated with Purchaser's User Credentials. Purchaser agrees to maintain and promptly update its User Credentials and KYC information to keep such information accurate, complete and current. Purchaser shall use its reasonable best efforts to keep its User Credentials and KYC information private and secure from unauthorized access.

Payment of Purchase Price

- 2.5 Purchaser must pay the Purchase Price by sending the correct quantity of one, but not a combination of, Payment Currency (i.e. USD, BTC, ETH) to the Token Generator Receiving Address or bank account set out in the USD wire transfer instructions, as applicable. The Purchaser's purchase is not guaranteed until Token Generator receives the full amount of the Purchase Price and the Token Sale has concluded. When the Payment Price is a cryptocurrency, the Purchase Price will be deemed to not be received until Token Generator receives six (6) network confirmations of the transaction on the applicable network of that cryptocurrency. It is the Purchaser's responsibility to send the exact Purchase Price, net of all applicable Gas, miners and transaction fees.

Mining, Gas and transactional fees

- 2.6 The Purchaser will be responsible for, and pay in addition to the Purchase Price, all gas, mining and other transactional fees associated with the transfer of the Purchase Price and purchase of Tokens. In the event that, due to the deduction of gas or other transfer fees, the amount of the Purchase Price that Token Generator receives from Purchaser is greater or less than the amount of the Purchase Price associated with the number of Purchased Tokens selected by Purchaser in the Portal, Token Generator will increase or decrease Purchaser's number of



Purchased Tokens in accordance with the amount actually received by Token Generator and Purchaser agrees to any such adjustment of the number of Purchased Tokens.

Token purchase instructions

- 2.7 In addition to the instructions above, the Portal includes further procedures and instructions regarding the purchase and delivery of Tokens (**Token Purchase Instructions**). By accepting these Terms, Purchaser acknowledges and agrees and has no objection to the Token Purchase Instructions. Failure to follow the exact procedures described in the Token Purchase Instructions may result in the incorrect transmission and/or the total loss of Purchaser's Tokens. The receipt or purchase of Tokens through any other means other than the means described in the Token Purchase Instructions are not sanctioned or agreed to in any way by Token Generator.

Delivery of Tokens

- 2.8 Subject to these Terms, Token Generator will deliver the Purchased Tokens to the Stackr Trust Account (as defined below) by the later (the **Token Delivery Date**) of (i) thirty (30) days after the Token Sale End Time (provided, however, that Token Generator reserves the right to extend the Token Delivery Date for up to two (2) additional weeks if necessary to address any technical difficulties), and (ii) one (1) week after Purchaser provides complete and accurate KYC information and documentation requested by Token Generator (provided, however, that Token Generator reserves the right to extend the Token Delivery Date if Token Generator determines, in its sole discretion, that additional time is advisable to analyse KYC information and documentation and conduct related compliance). For the avoidance of doubt, any extension pursuant to these Terms shall not affect the obligation of Token Generator and Purchaser to make and take delivery, respectively, of Tokens purchased.
- 2.9 For the purposes of these Terms, the **Stackr Trust Account** is as described in the White Paper and shall mean the personal sub-trust account of the Purchaser within the **Stackr Master Trust**, a master trust settled in Bermuda by Lima Corporation Ltd (in its capacity as settlor) with Atree Trust Ltd (the **Trustee**) as trustee of the Stackr Master Trust and each Stackr Trust Account.
- 2.10 The Purchaser hereby directs the Token Generator to deposit and deliver the Tokens into the Stackr Trust Account on the Token Delivery Date and acknowledges that the Trustee shall hold such Tokens on trust for and at the direction of the Purchaser pursuant to the terms of the Stackr Master Trust. By entering into these Terms, the Purchaser confirms that it has read the terms of the Stackr Master Trust and confirms that it will, if necessary pursuant to the laws of Bermuda, enter into such documentation with the Trustee or order to reflect the trust arrangements described above whereby the Purchaser agrees to deposit the Tokens into the Stackr Trust Account on the terms of the Stackr Master Trust and the Trustee agrees to accept and hold such Tokens on behalf of the Purchaser on the terms of the Stackr Master Trust.

Rejection and refund policy



- 2.11 In the event Token Generator decides to not complete the Token Sale, the Purchase Price will be returned to Purchaser by Token Generator, less all reasonable transaction costs incurred by Token Generator during the Token Sale. All cryptocurrencies submitted by Purchaser will be returned to Purchaser Receiving Address used to originally send such cryptocurrency. Purchaser purchase of Tokens during the Token Sale is final. Purchaser cannot cancel the purchase and Purchaser's purchase cannot be refunded, except as provided in these Terms and Conditions or as may be required by applicable law.
- 2.12 Notwithstanding the foregoing, the Token Generator reserves the right to refuse or cancel any request(s) to purchase Tokens at any time in the Token Generator's sole and absolute discretion (without giving reasons), including without limitation in the following circumstances:
- (a) in connection with any failure of Purchaser to complete know-your-customer, anti-money laundering and counter terrorist financing checks prescribed by the Token Generator;
 - (b) in connection with an adverse change in market conditions; or
 - (c) in connection with an adverse change of the regulatory environment.
- 2.13 In such event, the price paid by Purchaser shall be rejected or refunded (as applicable) in accordance with these Terms and Conditions and the Token Generator's internal policies and procedures, less all reasonable transaction costs incurred by Token Generator during the Token Sale.

3 Purchaser's additional representations, warranties and covenants

- 3.1 The Purchaser represents, warrants, agrees, and acknowledges to Token Generator that:

Purchaser's acknowledgements in the White Paper

- (a) it has received and considered the White Paper;
- (b) its application for Tokens includes the acknowledgements on the part of Purchaser set out in the White Paper;

Purchaser's Qualifications

- (c) it has read and fully considered the White Paper in connection with its application for Tokens;
- (d) it has knowledge and experience in financial, investment and business matters so as to be capable of evaluating the merits and risks associated with a purchase of the Tokens; it has evaluated its proposed purchase of Tokens in the light of its financial condition and resources and is able to bear the economic risk of that purchase;



- (e) it has sufficient understanding of technical and business matters, cryptocurrency storage mechanisms (such as token wallets) and blockchain technology to understand these Terms and to appreciate the risks and implications of purchasing Tokens;
- (f) it is applying for Tokens on the basis of the White Paper exclusively and it has not relied on any representations or statements made or information supplied by or on behalf of the Token Generator other than information contained in the White Paper; and the Purchaser has been given the opportunity to verify and to clarify any information contained in the White Paper;

Purchaser is an Eligible Purchaser

- (g) it is an Eligible Purchaser as defined in Schedule 1;
- (h) it is not acting on behalf of, or for the benefit of, nor does it intend transferring any Tokens it may purchase to, any person who is not an Eligible Purchaser;
- (i) the Tokens may not be offered or sold within the United States or to, or for the account or benefit of, U.S. persons (as understood under the Securities Act);
- (j) if in the future it decides to offer, resell, pledge or otherwise transfer any of the Tokens or any beneficial interest in the Tokens, it will only do so outside the United States in compliance with applicable U.S. securities regulations;
- (k) the White Paper is for distribution only to persons to whom an invitation or inducement to engage in investment activity in connection with the issue or sale of any Tokens may lawfully be communicated or caused to be communicated; and

No Claim, Loan, Ownership Interest or Investment Purpose of Purchaser

- (l) neither the execution and delivery of these Terms nor the purchase, holding or use of Tokens: (i) provides Purchaser with any claim whatsoever with respect to Token Generator or its assets; (ii) represents or constitutes a loan or a contribution of capital to Token Generator; or (iii) provides Purchaser with any ownership interest, equity, security, or right to or interest in the assets or profits of, or voting rights whatsoever in, Token Generator. Purchaser understands and agrees that Tokens have a limited purpose and that it may be difficult or impossible to sell or liquidate for money, monetary equivalents or other property, and Token Generator does not intend to establish or facilitate any secondary market to encourage or ensure any liquidity or other avenue for the disposition of Tokens. Purchaser is not acquiring Tokens for any speculative or investment purpose or in order to benefit from appreciation in the price of Tokens (if there should be any).



If Purchaser is a trustee, agent or the like, trust representations, etc

- 3.2 If Purchaser acts as trustee, agent, representative or nominee for another person (**Beneficial Owner**):
- (a) Purchaser shall notify Token Generator and Administrator by email to info@gostackr.com that it is acting for the Beneficial Owner and provide all information and documentation required or requested relating to that Beneficial Owner;
 - (b) Purchaser understands and acknowledges to Token Generator that the representations, warranties and agreements made in these Terms are made by Purchaser both (1) with respect to Purchaser and (2) with respect to the Beneficial Owner;
 - (c) Purchaser represents and warrants to Token Generator that it has all requisite power and authority from the Beneficial Owner to execute and perform the obligations under these Terms;
 - (d) Purchaser indemnifies Token Generator, the Administrator and their respective directors, members, partners, officers, employees, delegates, advisors, subcontractors and agents (whether existing or in the future) against all costs, fees and expenses (including legal fees and disbursements) in connection with any damages arising out of, or in connection with:
 - (i) any misrepresentation or misstatement by Purchaser in these Terms; or
 - (ii) the improper assertion of Purchaser's proper authorisation from the Beneficial Owner to enter into these Terms or to perform its obligations.
- 3.3 To the extent that the foregoing indemnity inures for the benefit of the Administrator or for the benefit of any director, officer, employee, delegate, advisors, agent or subcontractor (whether existing or in the future) of Token Generator or the Administrator, Purchaser acknowledges, and by accepting these Terms Token Generator agrees, that Token Generator holds the benefit of that indemnity on trust for that person.

Use of Purchaser's personal data

- 3.4 Purchaser's personal data (as set out under "Data Protection") being used in the manner set out in Section 9 below.

Purchaser to notify of changes

- 3.5 to notify the Administrator or Token Generator immediately if:



- (a) Purchaser becomes aware that it or any person for whom it holds the Tokens has ceased to be an Eligible Purchaser; or
- (b) any of the representations, declarations or statements in these Terms are no longer accurate and complete in all respects.

Purchaser to substantiate representations, etc. if requested

3.6

- (a) that it shall be deemed to make the representations, warranties and covenants set out in this part to Token Generator as of the time of Purchaser's request and receipt of Tokens; and
- (b) to provide on request such certifications, documents or other evidence as Token Generator may reasonably require substantiating these representations, warranties, acknowledgements, undertakings and agreements.

No conflict

3.7 it is legally permitted to hold and make use of Tokens in its relevant jurisdiction. The execution, delivery and performance of these Terms will not result in any violation of, be in conflict with, or constitute a material default under, with or without the passage of time or the giving of notice:

- (a) any provision of its organizational documents, if applicable;
- (b) any provision of any judgment, decree or order to which it is a party, by which it is bound, or to which any of its material assets are subject;
- (c) any material agreement, obligation, duty or commitment to which it is a party or by which it is bound; or
- (d) any laws, regulations or rules applicable to it.

No consents or approvals

3.8 the execution and delivery of, and performance under, these Terms require no approval or other action from any governmental authority or person other than Purchaser.

Taxes

3.9 the Purchase Price paid for Tokens is exclusive of all applicable taxes (including without limitation obligations to pay value added, sales, use, offerings, withholding taxes, income or similar taxes). The purchase and receipt of Tokens may have tax consequences for Purchaser, and Purchaser is solely responsible for determining what, if any, taxes apply to the purchase of Tokens. Token Generator bears no liability or responsibility with respect to any tax consequences. Purchaser agrees to comply with all applicable tax obligations arising from its purchase and ownership of Tokens in all applicable jurisdictions. It is also Purchaser's sole



responsibility to withhold, collect, report, pay, settle and/or remit the correct taxes to the appropriate tax authorities in such jurisdiction in which it may be liable to tax. Token Generator recommends that Purchaser seek appropriate professional advice in this area if required.

No advice

3.10 The Token Generator has not provided Purchaser with any advice regarding whether purchasing a Token is a suitable purchase.

4 Anti-money laundering (AML) and other regulations

Purchaser's AML representations

4.1 The Purchaser represents and warrants to Token Generator that:

- (a) it is not a Prohibited Person (as defined at the end of Schedule I);
- (b) no person or entity that controls, is controlled by or under common control with, Purchaser a Prohibited Person; and
- (c) to the extent Purchaser has any Beneficial Owners:
 - (i) it has carried out thorough due diligence to establish the identities of those Beneficial Owners;
 - (ii) based on that due diligence, Purchaser reasonably believes that no Beneficial Owner is a Prohibited Person;
 - (iii) it holds the evidence of those identities and status and will maintain all of that evidence for at least five years from the date of Purchaser's Tokens are fully returned to Token Generator; and
 - (iv) it will make available that evidence and any additional evidence that Token Generator may require upon request in accordance with applicable regulations.
- (d) For these purposes, Beneficial Owners include, but are not be limited to the following:
 - (i) shareholders of a corporation; (ii) partners of a partnership; (iii) members of a limited liability company; (iv) investors in a fund of funds; (v) the grantor of a revocable or grantor trust; (vi) the beneficiaries of an irrevocable trust; and (vii) any person represented by Purchaser in an agency, representative, intermediary, nominee or similar capacity. If the Beneficial Owner is itself an entity, the information and representations set forth in these Terms must also be given with respect to its individual Beneficial Owners. If Purchaser is a publicly-traded company, it need not conduct due diligence as to its Beneficial Owners.



Compliance with applicable AML regulations

- 4.2 In order to comply with the anti-money laundering regulations applicable to Token Generator and the Administrator, Purchaser acknowledges to Token Generator that:
- (a) Tokens will not be issued until the Administrator or Token Generator is satisfied that evidence regarding the source of the subscription amounts, the identity of Purchaser and the payment instructions for Token returns, is satisfactory;
 - (b) wire confirmations for subscriptions from Purchaser must match Purchaser Receiving Address whitelisted by the Administrator or Token Generator.

Token Generator's power to take actions under applicable regulations

- 4.3 Due to anti-money laundering requirements applicable by law, Purchaser acknowledges to Token Generator that:
- (a) the Administrator and Token Generator (as the case may be) may require further verification of the identity and source of Purchaser's funds before the application for Tokens can be processed; and
 - (b) if the verification evidence supplied is not satisfactory, Token Generator or Administrator will, at Purchaser's expense, return the subscription funds tendered, without interest, to the Purchaser Receiving Address in accordance with section 1.2 of these Terms.
- 4.4 Purchaser further acknowledges to Token Generator that if any of the representations and warranties in the preceding clause ceases to be true, or if Token Generator no longer reasonably believes that it has satisfactory evidence as to their truth, despite any other agreement to the contrary, Token Generator may, in accordance with applicable regulations, be obligated to do one or more of the following:
- (a) to take certain actions relating to Purchaser's holding of Tokens;
 - (b) to report that action; and
 - (c) to disclose Purchaser's identity to the applicable authority.
- 4.5 Purchaser also agrees that Token Generator or Administrator on behalf of Token Generator may disclose required information about the Purchaser under the Proceeds of Crime Law (Revised) of the Cayman Islands if Token Generator or Administrator suspects that Purchaser is engaged in criminal conduct or if it has a suspicion that a payment to Token Generator (by way of subscription or otherwise) is criminal property.
- 4.6 By purchasing Tokens, Purchaser generally consents to the disclosure by Token Generator or Administrator on behalf of Token Generator of any information about Purchaser to regulators



and others upon request under applicable laws in connection with money laundering and similar matters, both in the Cayman Islands and in other jurisdictions.

Waiver, Release and Indemnity by Purchaser if Token Generator takes such an action

- 4.7 If Token Generator is required to take any of the actions referred to in the clauses 4.3 – 4.6, Purchaser understands, and agrees with Token Generator, that Purchaser waives, and releases each of Token Generator, the Administrator, and their respective affiliates, directors, members, partners, shareholders, officers, employees, advisors, delegates, subcontractors and agents (whether existing or in the future) from, any and all claims for any losses or damages as a result of any of those actions.
- 4.8 The Purchaser indemnifies each of the Administrator and Token Generator against all losses arising out of, or in connection with, any claims against the Administrator or the Token Generator related to their failure to process the Purchaser's application for Tokens.
- 4.9 To the extent that the foregoing waiver, indemnity and release inures for the benefit of the Administrator, or for the benefit of any director, officer, employee, member, partner, shareholder, delegate, advisor, agent or subcontractor (whether existing or in the future) of Token Generator or the Administrator, Purchaser acknowledges, and by accepting these Terms Token Generator agrees, that Token Generator holds the benefit of that waiver, indemnity or release on trust for that person.

5 Purchaser's power and authority

If Purchaser is a corporation or other entity

- 5.1 This clause applies if Purchaser is not an individual.
- (a) The individual executing these Terms on behalf of Purchaser represents and warrants to Token Generator that:
- (i) he or she is duly authorised to do so; and
 - (ii) Purchaser has the full power and authority under its governing instruments to acquire Tokens of Token Generator.
- (b) The Purchaser further represents and warrants to Token Generator that:
- (i) it is duly organised, validly existing and in good standing under the laws of its jurisdiction of organisation;
 - (ii) the execution and delivery of these Terms and the performance by it of its terms:
 - (A) are within Purchaser's powers, have been duly authorised by all necessary actions on its behalf;



- (B) require no action by or in respect of, or filing with, any governmental body, agency or official (except as disclosed in writing to Token Generator) in order to make this purchase; and
 - (C) does not contravene, or constitute a breach of or default under any provision of (1) applicable law or governmental rule, regulation or policy statement, or (2) its certificate of incorporation or other comparable organisational documents, or (3) any agreement, judgment, injunction, order, decree or other instrument binding upon it; and
- (iii) the terms of these Terms constitute a valid and binding agreement of Purchaser and is enforceable against Purchaser in accordance with its terms.

If Purchaser is an individual

5.2 If Purchaser is an individual, Purchaser represents and warrants to Token Generator that:

- (a) these Terms constitute a valid and binding agreement of Purchaser and are enforceable against Purchaser in accordance with its terms; and
- (b) Purchaser has legal competence and capacity to enter into these Terms.

6 Future exchange or migration of Tokens

6.1 The Tokens issued and sold to Purchaser in connection with the Token Sale are being created as eosio tokens. Following completion of the Token Sale, Token Generator reserves the right to exchange and/or migrate all Tokens generated in connection with the Token Sale (**Pre-existing Tokens**) to another blockchain network protocol or otherwise replace the Pre-existing Tokens with another digital token (the **Replacement Tokens**) should Token Generator determine, in its sole discretion, that doing so is necessary or useful, legal compliance reasons or for the purposes of achieving technical and operational efficiencies. Should Token Generator decide to exchange and/or migrate the Pre-existing Tokens, Token Generator may no longer provide support for the Pre-existing Tokens except with respect to the exchange or migration process. If the Tokens are exchanged or migrated to another protocol, the practical utility of Pre-existing Tokens will likely diminish rapidly once Replacement Tokens are created. Purchaser acknowledges and agree that for it to obtain future utility from the Tokens following the creation of Replacement Tokens, certain actions and efforts may be required from Purchaser in order for it to receive Replacement Tokens.

7 Proper instructions

Individuals authorised to give/receive instructions for Purchaser

7.1 By providing access to the account within the Portal, a Purchaser gives permission for a third party to provide instructions to the Token Generator (or the Administrator).



Procedure for Purchaser to give instructions

- 7.2 The Purchaser authorises and instructs each of the Administrator and Token Generator to accept and execute any instructions in respect of the Tokens to which these Terms relates given by Purchaser in writing or by electronic mail, and Purchaser agrees to indemnify each of Token Generator and Administrator against whatever loss either of them suffers as a result of acting on such instructions.
- 7.3 The Purchaser acknowledges that each of the Administrator and Token Generator may rely conclusively upon, and incurs no liability in respect of, any action taken upon any notice, consent, request, instructions or other instrument it believes, in good faith, is genuine or is executed by properly authorised individuals.

8 Security

Appropriate measures

- 8.1 Purchaser will implement reasonable and appropriate measures designed to secure access to: (a) any device associated with it and/or utilised in connection with its purchase of Tokens, (b) private keys to its wallet or account and (c) email address, account and its username, password and any other login or identifying credentials.

Access to Purchaser's account

- 8.2 In the event that Purchaser is no longer in possession of its private keys or any device associated with its account or are not able to provide its login or identifying credentials, it may lose all of its Tokens and/or access to its account, and Token Generator may, in its sole discretion, grant access to Purchaser's account to any party providing additional credentials to Token Generator. Token Generator explicitly reserves the right to determine the additional credentials required, which may include, without limitation, a sworn, notarized statement of identity.

Security breach

- 8.3 Purchaser will promptly notify Token Generator if it discovers or otherwise suspects any security breaches related to its account by way of email to info@gostackr.com.

9 Data Protection

Purposes of Use of User's personal data

- 9.1 The User acknowledges to Token Generator, that User's personal data collected by the Token Generator in the course, and as a result of, User's visiting the Website and/or User's purchasing of the Tokens may be utilised by the Token Generator and/or the Administrator for any of the following purposes:



- (a) to properly identify User in accordance with anti-money laundering regulatory requirements and otherwise comply with applicable laws;
- (b) to fulfil their obligations under these Terms;
- (c) to conduct activities set out in the White Paper;
- (d) to market, conduct and perform technical analysis on the completion of the Token Sale;
- (e) to ensure that content from the Website is presented in the most effective manner for User;
- (f) to complete User's registration for purchase of Tokens and properly record User's purchase;
- (g) to advise User of, and assist to it with, matters relative to its purchase of Tokens, including, without limitation, current values and changes to Token Generator documentation, provide technical support to User related to purchase and use of Tokens;
- (h) to administer the Website and for internal operations, including troubleshooting, data analysis, testing, research, statistical and survey purposes; and
- (i) to measure or understand the effectiveness of advertising served to User and others, and to deliver relevant advertising to User.

Dealing with User's personal data by Administrator

9.2 By agreeing to purchase Tokens, User acknowledges and accepts that Administrator:

- (a) may hold and process personal data for the purposes outlined above; and
- (b) in order to fulfil its duties to Token Generator and comply with regulatory requirements, may:
 - (i) retain such personal data for prescribed periods after User has purchased Tokens;
 - (ii) transfer such personal data, by any method including electronically, to Token Generator's registered agent in Token Generator's country of incorporation, including countries that may not have enacted data protection legislation;
 - (iii) transfer such information to the directors, legal advisors or any other agent of Token Generator entitled to receive such information;
 - (iv) transfer such personal data to any person or entity to which the Administrator has a legal obligation to disclose such information; and



- (v) maintain such information on the Administrator's computer platforms based or maintained in countries that have not enacted data protection legislation.

Further information to be provided by Purchaser

9.3 Upon Token Generator's request, Purchaser will immediately provide to Token Generator information and documents that Token Generator, in its sole discretion, deems necessary or appropriate to comply with any laws, regulations, rules or agreements, including without limitation judicial processes and anti-money laundering laws applicable in the Cayman Islands. Such documents may include, but are not limited to, passport, driver's license, utility bills, photographs of associated individuals, government identification cards, or sworn statements. Purchaser consents to Token Generator disclosing such information and documents in order to comply with applicable laws, regulations, rules or agreements. Purchaser's failure to provide accurate and complete information required for Purchaser's receipt of Tokens may result in delays, losses, costs, non-delivery of refunds or Tokens or other issues. Purchaser acknowledges that Token Generator may refuse to distribute Tokens to Purchaser and or provide access to Purchaser's account until such requested information and/or documents is provided. Token Generator reserves its right to request further information and documentation at any time in its sole discretion. Token Generator may refuse Purchaser access should it have doubts as to validity, authenticity and genuineness of the documents, provided by Purchaser. Purchaser agrees that Token Generator shall not be liable for any loss arising as a result of the delay or non-delivery of Tokens to Purchaser or any other actions taken by Token Generator described in this section, and Purchaser hereby waives all claims against Token Generator arising from such losses. Purchaser agrees to indemnify and hold harmless Token Generator, against any loss incurred by Token Generator due to any such information or documentation not being provided by Purchaser.

Processing of personal data

9.4 Processing of personal data is any operation or set of operations which is performed upon personal data, whether or not by automatic means, such as collection, recording, organization, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, blocking, erasure or destruction. Token Generator may share User's personal data with third parties in order to complete the Token Sale, reveal or suppress fraud or fix technical bugs or eliminate security problems. Token Generator will disclose User's personal data to its affiliates, subsidiaries and third-party service providers in so far as is necessary to lawfully complete the Token Sale. The processing of personal information shall otherwise be in accordance with the terms of Token Generator's privacy policies in effect from time to time.

User's right to cancel use of personal data for marketing purposes

9.5 User has the right to request Token Generator not to process User's personal data for marketing purposes. The User can exercise this right at any time by contacting Token Generator at info@gostackr.com



Privacy Policy

- 9.6 Stackr Cayman Limited (Stackr), an exempted company registered under the laws of the Cayman Islands ("We") are committed to protecting and respecting your privacy.

This policy (together with our terms of use and any other documents referred to on it) sets out the basis on which any personal data we collect from you, or that you provide to us, will be processed by us. Please read the following carefully to understand our views and practices regarding your personal data and how we will treat it. By visiting the website you are accepting and consenting to the practices described in this policy.

Information we collect from you

- 9.7 We will collect and process the following data about you:

Information you give us. This is information about you that you give us by filling in forms on the Websites or by corresponding with us by phone, e-mail or otherwise. The information you give us may include your name, address, e-mail address and phone number, financial and credit card information, personal description and photograph

Information we collect about you. With regard to each of your visits to our site we will automatically collect the following information:

technical information, including the Internet protocol (IP) address used to connect your computer to the Internet, your login information, browser type and version, time zone setting, browser plug-in types and versions, operating system and platform;

information about your visit, including the full Uniform Resource Locators (URL), clickstream to, through and from our site (including date and time), products you viewed or searched for, page response times, download errors, length of visits to certain pages, page interaction information (such as scrolling, clicks, and mouse-overs), methods used to browse away from the page, and any phone number used to call our customer service number.

Information we receive from other sources. We are working closely with third parties (including, for example, business partners, sub-contractors in technical, payment and delivery services, advertising networks, analytics providers, search information providers, credit reference agencies) who may provide us information about you.

Cookies

- 9.8 Our website uses cookies to distinguish you from other users of our website. This helps us to provide you with a good experience when you browse our website and also allows us to improve our site.



Uses made of the information

9.9 We use information held about you in the following ways:

Information you give to us. We will use this information:

- to carry out our obligations arising from any contracts entered into between you and us and to provide you with the information, products and services that you request from us
- to comply with applicable laws and legislation
- to provide you with information about other goods and services we offer that are similar to those that you have already purchased or enquired about
- to notify you about changes to our service
- to ensure that content from our site is presented in the most effective manner for you and for your computer.

Information we collect about you. We will use this information:

- to administer our site and for internal operations, including troubleshooting, data analysis, testing, research, statistical and survey purposes
- to comply with applicable laws and legislation
- to improve our site to ensure that content is presented in the most effective manner for you and for your computer
- to allow you to participate in interactive features of our service, when you choose to do so as part of our efforts to keep our site safe and secure
- to measure or understand the effectiveness of advertising we serve to you and others, and to deliver relevant advertising to you
- to make suggestions and recommendations to you and other users of our site about goods or services that may interest you or them

Information we receive from other sources. We will combine this information with information you give to us and information we collect about you. We will use this information and the combined information for the purposes set out above (depending on the types of information we receive).

Disclosure of your information

9.10 You agree that we have the right to share your personal information with:

Any member of our group, which means 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 (“Stackr Team”).

Selected third parties including business partners, suppliers, and sub-contractors for the performance of any contract we enter into with them or you;

We will disclose your personal information to third parties:

In the event that we sell or buy any business or assets, in which case we will disclose your personal data to the prospective seller or buyer of such business or assets.



If Stackr or substantially all of its assets are acquired by a third party, in which case personal data held by it about its customers will be one of the transferred assets.

If we are under a duty to disclose or share your personal data in order to comply with any legal obligation, or in order to enforce or apply our terms of use of the Website and other agreements; or to protect the rights, property, or safety of Stackr or Stackr Team, our customers, or others. This includes exchanging information with other companies and organisations for the purposes of fraud protection and credit risk reduction.

Unfortunately, the transmission of information via the internet is not completely secure. Although we will do our best to protect your personal data, we cannot guarantee the security of your data transmitted to our site; any transmission is at your own risk. Once we have received your information, we will use strict procedures and security features to try to prevent unauthorised access.

Your rights

9.11 You have the right to ask us not to process your personal data for marketing purposes. You can also exercise the right at any time by contacting us at info@gostackr.com.

Our site may, from time to time, contain links to and from the websites of our partner networks, advertisers and affiliates. If you follow a link to any of these websites, please note that these websites have their own privacy policies and that we do not accept any responsibility or liability for these policies. Please check these policies before you submit any personal data to these websites.

Changes to our Privacy Policy

9.12 Any changes we make to our privacy policy in the future will be posted on this page. Please check back frequently to see any updates or changes to our privacy policy.

Contact

9.13 Questions, comments and requests regarding this privacy policy are welcomed and should be addressed to info@gostackr.com

Electronic Delivery of Reports and Other Communications:

I accept that such electronic communications are not secure and may contain computer viruses or other defects, may not be accurately replicated on other systems, or may be intercepted, deleted or interfered with or without the knowledge of the sender or the intended recipient. Stackr make no warranties in relation to these matters. Stackr reserve the right to intercept, monitor, and retain e-mail messages to and from their systems as permitted by applicable law. If I have any doubts about the authenticity of an electronic communication purportedly sent by Stackr I am required to contact the purported sender immediately. I shall not be entitled to receive any information from Stackr in paper format.



10 Tax Information Exchange Obligations

10.1 Purchaser understands that Tokens do not represent, nor do they entitle the holder, in any way whatever, to a:

- (a) Depository Account;
- (b) Custodial Account;
- (c) Cash Value Insurance Contract;
- (d) Annuity Contract; or
- (e) Equity and/or Debt Interest in Token Generator;

as such terms are defined in the Tax Information Authority (International Tax Compliance) (Common Reporting Standard) Regulations, 2015.

10.2 For the purposes of these Terms, **Tax Information Exchange Obligations** means: (i) the United States Foreign Account Tax Compliance Act provisions enacted under the United States Hiring Incentives to Restore Employment Act and any guidance, or regulations relating thereto (**FATCA**); (ii) any other legislation, regulations or guidance enacted in any jurisdiction which seeks to implement similar tax reporting, tax information exchange, reporting and/or withholding tax regimes (including the OECD Common Reporting Standard on the automatic exchange of financial account information); (iii) any intergovernmental Application between the Cayman Islands (or any Cayman Islands government body) and the U.S., the U.K. or any other jurisdiction (including any government bodies in any other such jurisdiction), entered into, in order to comply with, facilitate, supplement or implement the legislation, regulations or guidance described in (i) and (ii), including the OECD Multilateral Competent Authority Application; and (iv) any legislation, regulations or guidance in the Cayman Islands that give effect to the foregoing.

10.3 Purchaser acknowledges that if Token Generator is subject to the Tax Information Exchange Obligations, or if Token Generator determines in its sole discretion that it is subject to the Tax Information Exchange Obligations, Token Generator will gather and disclose to the competent authorities information relating to purchasers of Tokens. Accordingly, Purchaser shall execute properly and provide to Token Generator in a timely manner any documentation or other information that Token Generator or its agents may request in writing from time to time in connection with the Tax Information Exchange Obligations. Without limitation, Purchaser shall provide any documentation or other information regarding Purchaser and Purchaser's beneficial owners requested by Token Generator or its agents in connection with the Tax Information Exchange Obligations. Purchaser waives any provision under the laws and regulations of any jurisdiction that would, absent a waiver, prevent or inhibit Token Generator's compliance with applicable law as described in this paragraph, including but not limited to by preventing either (i) Purchaser from providing any requested information or documentation, or (ii) the disclosure by Token Generator and its agents of the provided information or documentation to applicable regulatory authorities.



- 10.4 If Purchaser provides information and/or documentation that is in anyway misleading, or if Purchaser fails to provide Token Generator or its agents or delegates with the information and documentation that has been requested, (whether or not such action or inaction leads to compliance failures by Token Generator, or a risk of Token Generator or its token holders being subject to withholding tax or other penalties), Token Generator reserves the right to take any action and/or pursue all remedies at Token Generator's disposal. Further, Purchaser shall have no claim against Token Generator, or its agents or delegates, for any form of damages or liability as a result of actions taken or remedies pursued by or on behalf of Token Generator in order to comply with the Tax Information Exchange Obligations.

11 No other rights created

Intellectual property

- 11.1 Token Generator retains all right, title and interest in all of Token Generator's ideas, concepts, discoveries, processes, code, compositions, formulae, methods, techniques, information, data, patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether patentable, copyrightable or protectable in trademark, registered or unregistered, and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world (**Intellectual Property**). Purchaser may not use any of Token Generator's Intellectual Property for any reason without Token Generator's written consent.

12 Indemnification, Disclaimer, Limitation of Liability and Releases

Indemnification

- 12.1 To the fullest extent permitted by applicable law, Purchaser will indemnify, defend and hold harmless and reimburse Token Generator and Administrator, and each of their respective past, present and future advisors, employees, officers, directors, contractors, consultants, equity holders, suppliers, vendors, attorneys, service providers, parent companies, subsidiaries, affiliates, agents, representatives, predecessors, successors and assigns (each a **Token Generator Party**, and collectively **Token Generator Parties**), from and against any and all actions, proceedings, claims, damages, demands and actions (including without limitation fees and expenses of counsel), incurred by such parties arising from or relating to: (i) Purchaser's purchase or use of Tokens; (ii) Purchaser's responsibilities or obligations under these Terms; (iii) Purchaser's breach of or violation of these Terms; (iv) any inaccuracy in any representation or warranty of Purchaser; (v) Purchaser's violation of any rights of any other person or entity; and/or (vi) any act or omission of Purchaser that is negligent, unlawful or constitutes willful misconduct.



- 12.2 Token Generator reserves the right to exercise sole control over the defence, at Purchaser's expense, of any claim subject to indemnification under this Section. This indemnity is in addition to, and not in lieu of, any other indemnities set forth in a written agreement between Purchaser and Token Generator.

Disclaimer and Limitation of Liability

- 12.3 TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW (I) IN NO EVENT WILL TOKEN GENERATOR OR ANY OF THE TOKEN GENERATOR PARTIES BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES OF ANY KIND (INCLUDING, BUT NOT LIMITED TO, WHERE RELATED TO LOSS OF REVENUE, INCOME OR PROFITS, LOSS OF USE OR DATA, OR DAMAGES FOR BUSINESS INTERRUPTION) ARISING OUT OF OR IN ANY WAY RELATED TO THE SALE OR USE OF THE TOKENS OR OTHERWISE RELATED TO THESE TERMS, REGARDLESS OF THE FORM OF ACTION, WHETHER BASED IN CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, SIMPLE NEGLIGENCE, WHETHER ACTIVE, PASSIVE OR IMPUTED), OR ANY OTHER LEGAL OR EQUITABLE THEORY (EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE); (II) IN NO EVENT WILL THE AGGREGATE LIABILITY OF THE TOKEN GENERATOR AND THE TOKEN GENERATOR PARTIES (JOINTLY), WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE, WHETHER ACTIVE, PASSIVE OR IMPUTED), OR OTHER THEORY, ARISING OUT OF OR RELATING TO THESE TERMS OR THE USE OF OR INABILITY TO USE THE TOKENS, EXCEED THE AMOUNT PURCHASER HAS PAID TOKEN GENERATOR FOR THE TOKENS.

THE LIMITATIONS SET FORTH IN SECTION WILL NOT LIMIT OR EXCLUDE LIABILITY FOR FRAUD OR INTENTIONAL, WILLFUL OR RECKLESS MISCONDUCT.

Claim Period

- 12.4 The Token Generator Parties shall not be liable in any way or in any event in respect of any claim under these Terms if such claim was not made in the period commencing from the completion of the Token Sale to the date falling six (6) months after the date of the completion of the Token Sale (such period being the Claim Period). Any claim that has been made before the expiration of the Claim Period shall, if it has not been previously satisfied in full, settled or withdrawn, be deemed to have been withdrawn and shall become fully barred and unenforceable on the expiry of the period of six (6) months commencing from the date on which such claim was made, unless proceedings in respect thereof shall have been commenced against the Token Generator and for this purpose proceedings shall not be deemed to have been commenced unless they shall have been issued and served upon the Token Generator.

No class actions



12.5 Any dispute arising out of or related to these Terms is personal to Purchaser and Purchaser hereby agrees that such dispute 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 would 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.

Mitigation

12.6 For the avoidance of doubt, nothing in these Terms shall limit the Purchaser's obligation (at law or otherwise) to mitigate its loss in respect of any claim under these Terms, and the Purchaser shall not be entitled to recover damages in respect of any claim (as the case may be) if, and to the extent that, the Purchaser has already recovered damages in respect of the same fact or subject matter.

Contract (Rights of Third Parties)

12.7 Any Token Generator Party or other identifiable person who is not a party to these Terms may enforce any rights granted to it pursuant to these Terms in its own right as if it was a party to these Terms. Except as expressly provided in the foregoing sentence, a person who is not a party to these Terms shall not have any rights under the Contracts (Rights of Third Parties) Law, 2014 (as amended) to enforce any term of these Terms. Notwithstanding any term of these Terms, the consent of or notice to any person who is not a party these Terms shall not be required for any termination, rescission or agreement to any variation, waiver, assignment, novation, release or settlement under these Terms at any time.

13 General

Interpretation

13.1 In these Terms, unless the contrary intention appears:

- (a) a reference to a statute includes references to that statute as amended or re-enacted and to other statutes that modify its application as well as references to any subordinate legislation made or to be made under that statute;
- (b) a reference to the singular includes the plural and vice versa;
- (c) a reference to a gender includes the other genders;
- (d) a reference to persons includes individuals, companies, firms, partnerships, government bodies or agencies and corporations sole and aggregate;
- (e) obligations entered into by more than one person in these Terms bind all of those persons jointly and each of them severally; and



(f) the headings do not affect the interpretation of these Terms.

13.2 The Schedules, if any, annexed to or referenced in these Terms are hereby incorporated by reference and form a part of these Terms.

Entire agreement

13.3 These Terms (and any Private Sale agreement the Purchaser has entered into with the Token Generator) comprise the entire agreement between the parties and there are any not any agreements, understandings, promises or conditions, oral or written, express or implied, concerning the subject matter which are not merged in these Terms (or such Private Sale agreement (if any)) and superseded hereby.

Multiple purchasers

13.4 If there is more than one Purchaser, then all representations, warranties, acknowledgements, undertakings and agreements by Purchaser binds those persons jointly and each of them individually, and all benefits in favour of Purchaser benefits those persons jointly and each of them individually.

Successors and assigns

13.5 These Terms is binding on Purchaser and its successors, assigns, heirs, executors, administrators and legal representatives and inures for the benefit of Token Generator's successors and assigns.

Survival of these Terms

13.6 These Terms survive the acceptance of Purchaser's Token purchase application.

Assignment

13.7 Purchaser shall not assign these Terms, or any contractual rights represented by the Tokens, without the prior written consent of Token Generator. Any assignment or transfer in violation of this Section will be void. Token Generator may assign these Terms to an affiliated entity at any time without Purchaser's prior consent. Subject to the foregoing, these Terms, and the rights and obligations of the parties hereunder, will be binding upon and inure to the benefit of their respective successors, assigns, heirs, executors, administrators and legal representatives. Notwithstanding the foregoing, to the fullest extent permitted under applicable law, all rights, obligations, and limitations arising under Tokens as per the terms hereof shall remain with Tokens, regardless of ownership. Accordingly, such rights, obligations, and limitations will transfer as Tokens are transferred from one owner to another. Prior to a Purchaser selling Tokens after the Token Generator's sale of Tokens is complete, such Purchaser shall ensure that the buyer of any such Tokens undertakes to comply with all the provisions of these Terms and Condition as if such buyer were a Purchaser of the Tokens from the Token Generator.



Severance

13.8 If any provision of these Terms is determined by a court of competent jurisdiction to be invalid, inoperative or unenforceable under any law of any jurisdiction for any reason, the provision shall be modified 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. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision pursuant to this section shall not affect or impair the validity and enforceability of the rest of these Terms, nor the validity and enforceability of such provision or part-provision under the law of any other jurisdiction.

Waivers

13.9 The failure by Token Generator to exercise or enforce any right or provision of these Terms will not constitute a present or future waiver of such right or provision nor limit Token Generator's right to enforce such right or provision at a later time. All waivers by Token Generator must be unequivocal and in writing to be effective.

Electronic communications

13.10 Purchaser agrees and acknowledges that all agreements, notices, disclosures and other communications that Token Generator provides pursuant to these Terms or in connection with or related to Purchaser's purchase of Tokens, may be provided by Token Generator and Administrator in electronic form.

Irrevocability

13.11 Unless otherwise set out herein, these Terms are irrevocable.

Governing law

13.12 These Terms shall be governed in all respects, including as to validity, interpretation and effect, by the laws of the Cayman Islands, without giving effect to its principles or rules of conflict of laws, to the extent such principles or rules are not mandatorily applicable by statute and would permit or require the application of the laws of another jurisdiction. All disputes or claims arising out of or in connection with these Terms, including disputes relating to its validity, breach, termination or nullity shall be finally settled under by a court in the Cayman Islands.

Force Majeure

13.13 The Token Sale and the performance of the Token Generator's activities set out in the White Paper development roadmap may be interrupted, suspended or delayed due to force majeure events. For the purposes of these Terms, a force majeure event shall mean any extraordinary event or circumstances which could not be prevented by Token Generator and shall include: hardware, software or other utility failures, changes in market forces or technology, software



or smart contract bugs, changes in blockchain-related protocols, acts of nature, wars, armed conflicts, mass civil disorders, industrial actions, epidemics, lockouts, slowdowns, prolonged shortage or other failures of energy supplies or communication service, acts of municipal, state or federal governmental agencies or other circumstances beyond Token Generator's control, which were not in existence at the time of Token Sale. Purchaser understands and agrees that Token Generator shall not be liable and disclaims all liability to Purchaser in connection with an force majeure event.

English

13.14 Only English versions of the White Paper, the Terms and Token Generator's communications shall be considered official. The English version shall prevail in case of differences in translation.

Execution

By checking the "I Agree" button on the Portal, Purchaser agrees to comply with and be bound by these Terms. Purchaser acknowledges and accepts that all purchases of rights to Tokens from the Token Generator are final, and there are no refunds or cancellations, except as expressly provided for in these Terms or as may be required by applicable law or regulation. Purchaser further acknowledges and accepts that the Token Generator reserves the right to refuse or cancel these Terms at any time in its sole discretion.



Schedule 1

Eligible Purchasers

From time to time, Token Generator may amend the criteria for determining who is an Eligible Purchaser for the purpose of a purchase of Tokens.

A Purchaser is an **Eligible Purchaser** if:

- (1) it is not a U.S. person (as such term is defined in Regulation S of the U.S. Securities Act) and is purchasing the Tokens in an offshore transaction pursuant to Regulation S of the U.S. Securities Act,
- (2) being a resident of the European Economic Area, it is a qualified investor within the meaning of the law in that relevant member state; and in addition
- (3) none the following applies to such Purchaser:
 - (i) Purchaser (a) is a citizen or entity of; (b) was formed in; (c) resides in; (d) is located in; (e) has a place of business in; and (f) is conducting business in (any of which makes the Purchaser a "Resident") the United States of America, Cayman Islands, [Republic of South Africa, Belarus, Myanmar, Cote D'Ivoire (Ivory Coast), Cuba, Democratic Republic of Congo, Iran, Iraq, Liberia, North Korea, Sudan, Syria, and Zimbabwe)] or any of their respective states, provinces, territories, protectorates, and possessions (each a **Restricted Territory**);
 - (ii) Purchaser's acquisition of Tokens would cause a breach of the law or requirements of any country or governmental authority, including anti-money laundering regulations or conventions;
 - (iii) Purchaser is acting on behalf of terrorists or terrorist organisations, including those persons or entities that are included on the List of Specially Designated Nationals and Blocked Persons maintained by the US Treasury Department's Office of Foreign Asset Control (OFAC) or on the sanctions lists adopted by the United Nations and the European Union to such extent such sanctions are extended by the UK Government to its Overseas Territories, as such lists may be amended from time to time;
 - (iv) Purchaser acts, directly or indirectly, for a senior foreign political figure, any member of a senior foreign political figure's immediate family or any close associate of a senior foreign political figure; provided that Token Generator may, after being specifically notified by Purchaser in writing that it is such a person, conduct further due diligence and determine that the purchase of Tokens is permitted;
 - (v) Purchaser or an entity acting as trustee, agent, representative or nominee for a Purchaser is a foreign shell bank;
 - (vi) Purchaser makes representations or warranties in these Terms that are not true when given or have ceased to be true;
 - (vii) Purchaser's circumstances are such that, in the opinion of Token Generator's directors, its continued ownership of Tokens would cause an undue risk of adverse tax or other consequences to Token Generator. Those circumstances include those that affect that Purchaser directly or indirectly, whether taken alone or in conjunction with another person



or persons, connected or not, or any other circumstance that appears to the directors to be relevant;

The Purchaser must notify Token Generator immediately if Purchaser becomes a United States person, a resident of a Restricted Territory or becomes aware that any person for whom Purchaser holds shares as trustee, agent, representative or nominee has become a United States person or resident of a Restricted Territory. All persons who do come within any of these categories are known, collectively, as **Prohibited Persons**.



Schedule 2

Certain Risks and Disclosures

Risk Factors The purchase of STKR carries significant risks and uncertainties associated with Stackr Cayman Limited and its business and operations and the underlying assets, the nature of STKR tokens, the Token Sale, as described below. You should carefully read the T&C and consider relevant risks before making a decision to participate in the Token Sale.

It is the responsibility of any persons wishing to acquire the Tokens to inform themselves of and to observe all applicable laws and regulations of any relevant jurisdictions. Prospective Token Sale participants should inform themselves as to the legal requirements and tax consequences within the countries of their citizenship, residence, domicile, and place of business with respect to the acquisition, holding or disposal of the Tokens, and any restrictions that may be relevant thereto.

The distribution of the whitepaper and the Tokens Sale in certain jurisdictions may be restricted by law. Stackr Cayman Limited is not providing legal, business, financial or tax advice about any matter. You may not legally be able to participate in this unregistered offering. You should consult with your own attorney, accountant and other advisors about those matters (including determining whether you may legally participate in the Token Sale). You should contact us with any questions about the Token Sale or the Tokens at info@gostackr.com.

Stackr Cayman Limited is not regulated by the Cayman Islands Monetary Authority (CIMA). It should be noted that, on 23 April 2018, CIMA issued an advisory on the potential risks of investments in Initial Coin Offerings and all forms of virtual currency. CIMA stated that token purchasers should thoroughly research virtual currencies, digital coins, tokens, and the companies or entities behind them in order to separate fiction from facts. For further information on the CIMA advisory, token purchasers are encouraged to visit https://www.cima.ky/upimages/noticedoc/1524507769PublicAdvisory-VirtualCurrencies_1524507769.pdf