

# Terms and Conditions

Token Sale Deed (Token Purchase Agreement Reg S series).

The Tokens sold in connection with this Token Sale are offered only outside of the United States to non-U.S. persons, pursuant to the provisions of Regulation S of the U.S. Securities Act of 1933, as amended. These Tokens have not been and will not be registered under the Securities Act, and may not be offered or sold in the United States or to U.S. persons absent registration or under an applicable exemption from the registration requirements and the purchasers should not assume they will be able to resell their Tokens in the United States. Neither the Securities and Exchange Commission nor any state regulator has passed upon the merits of or given its approval to the Tokens, the terms of the Token Sale, or the accuracy or completeness of any associated materials. Buying Tokens involves risks, and purchasers should be able to bear the loss of their entire purchase. All purchasers should make their own determination of whether or not to make any purchase, based on their own independent evaluation and analysis.

By clicking JOIN IN button the purchaser agrees to participate in HQ tokens sale according to the present agreement. This Agreement is issued as part of a series of AGREEMENTs designated by the AGREEMENT Reg S series above and issued in a series of multiple closings to certain persons and entities. All Tokens acquired pursuant to this AGREEMENT shall be subject to the Use Restriction. "Use Restriction" means the general prohibition on the Purchaser's ability to sell, transfer, exchange or otherwise dispose of the Tokens to the U.S. persons or to any person while on the territory of the U.S.

# 1. EVENTS

(a) Token Sale. If Token Sale ends before the expiration or termination of this instrument, the Company will issue to the Purchaser a number of units of the Token equal to the Purchase Amount and calculated with the Discount Rate. The Number of purchasing Tokens indicated in the signatures list.

The sale or transferring of HQ tokens before their official listing, announced by the project, leads to the dissolution of any previously concluded private deals. If the tokens are sold by you before the indicated Official Listing Date specified by the project, the tokens will be issued to you in the amount calculated from the final cost of the ICO, without taking into account the bonus.

In connection with, as a condition to, and prior to the issuance of Tokens by the Company to the Purchaser pursuant to this Section 1(a):

- The Purchaser will execute and deliver to the Company any and all other transaction documents related to this Agreement as are reasonably requested by the Company via site or any other way, including non-U.S. person status under the applicable securities laws;
- The Purchaser will provide to the Company a network address (i.e. wallet) to which Purchaser's Tokens will be sent after the Token Sale end and certify validity of the present Agreement and accept of rights and obligations.
- is not a party to, person or organization that uses the Technology;
- does not investigate or verify responsible for your access and use of the Technology.

(b) Termination. This Agreement will expire and terminate upon the earlier of (i) June 20, 2019.

## **2. DEFINITIONS**

“Governmental Authority” means any nation or government, any state or other political subdivision thereof, any entity exercising legislative, judicial or administrative functions of or pertaining to government, including, without limitation, any government authority, agency, department, board, commission or instrumentality, and any court, tribunal or arbitrator(s) of competent jurisdiction, and any self-regulatory organization.

“Laws” means laws, statutes, ordinances, rules, regulations, judgments, injunctions, orders and decrees.

“Person” means individual or legal entity or person, including a government or political subdivision or an agency or instrumentality thereof.

“Token Sale End” the bona fide public release of an end of Token Sale Event period of HYPERQUANT Platform.

“AGREEMENT” means the present agreement containing a future right to units of Tokens purchased by Purchasers, similar in form and content to this agreement, which a significant portion of the amount raised under the AGREEMENTs will be used to fund the Company’s development of a decentralized tokenization Platform that enables persons or entities to spend and earn HQ (the “HYPERQUANT Platform”).

## **3. COMPANY REPRESENTATIONS**

(a) The Company is a commercial corporation duly organized, validly existing and in good standing under the laws of Estonia.

(b) The execution, delivery and performance by the Company of this instrument is, to the Company’s

knowledge, within the power of the Company and, other than with respect to the actions to be taken when Tokens are to be issued to the Purchaser, has been duly authorized by all necessary actions on the part of the Company. To the knowledge of the Company, it is not in violation of:

- (i) its current certificate of incorporation or bylaws, or
- (ii) any material indenture or contract to which the Company is a party or by which it is bound, where, in each case, such violation, individually, or together with all such violations, could reasonably be expected to have a material adverse effect on the Company.

(c) To the knowledge of the Company, the performance and consummation of the transactions contemplated by this instrument do not and will not:

- (i) violate any material judgment, statute, rule or regulation applicable to the Company as currently in effect;
- (ii) result in the acceleration of any material indenture or contract to which the Company is a party or by which it is bound; or
- (iii) result in the creation or imposition of any lien upon any property, asset or revenue of the Company or the suspension, forfeiture, or nonrenewal of any material permit, license or authorization applicable to the Company, its business or operations.

(d) To the knowledge of the Company, no consents or approvals are required in connection with the performance of this instrument, other than: (i) the Company's corporate approvals; and (ii) any qualifications or filings under applicable securities laws.

(e) THE COMPANY MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE TOKENS, INCLUDING ANY (i) WARRANTY OF MERCHANTABILITY; (ii) WARRANTY OF FITNESS FOR

A PARTICULAR PURPOSE; (c) WARRANTY OF TITLE; OR (iii) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE. EXCEPT AS EXPRESSLY SET FORTH HEREIN, PURCHASER ACKNOWLEDGES THAT IT HAS NOT RELIED UPON ANY REPRESENTATION OR WARRANTY MADE BY THE COMPANY, OR ANY OTHER PERSON ON THE COMPANY'S BEHALF.

#### **4. PURCHASER REPRESENTATIONS**

(a) The Purchaser has full legal capacity, power and authority to execute and deliver this instrument and to perform its obligations hereunder according to Purchaser's residential, citizenship, Estonia and the U.S. jurisdictions. This instrument constitutes valid and binding obligation of the Purchaser, enforceable in accordance with its terms, except as limited by bankruptcy, insolvency or other laws of general application relating to or affecting the enforcement of creditors' rights generally and general principles of equity.

(b) The Purchaser has been advised that this instrument is a security and that the offers and sales of this instrument have not been registered under any country's securities laws and, therefore, cannot be resold except in compliance with the applicable country's laws. The Purchaser is purchasing this instrument for its own account for investment, not as a nominee or agent, and not with a view to, or for resale in connection with, the distribution thereof, and the Purchaser has no present intention of selling, granting any participation in, or otherwise distributing the same. The Purchaser has such knowledge and experience in financial and business

matters that the Purchaser is capable of evaluating the merits and risks of such investment, is able to incur a complete loss of such investment without impairing the Purchaser's financial condition and is able to bear the economic risk of such investment for an indefinite period of time.

(c) The Purchaser enters into this AGREEMENT with the predominant expectation that

- (i) he, she or it, as the case may be, will profit upon the successful end of Token Sale arising from the efforts of the Company and its employees to market the HYPERQUANT Platform and related sale of the Tokens; and
- (ii) the Company will make actual delivery of the tokens to the Purchaser upon the end of Token Sale.

(d) The Purchaser hereby has sufficient knowledge and experience in business and financial matters to be able to evaluate the risks and merits of its purchase of this AGREEMENT and of the Tokens and is able to bear the risks thereof. The Purchaser is aware of Company's business affairs and financial condition and has acquired sufficient information about the Company to reach an informed and knowledgeable decision to acquire this AGREEMENT. The Purchaser understands that the Tokens involve risks, all of which the Purchaser fully and completely assumes, including, but not limited to, the risk that

- (i) the technology associated with the Platform will not function as intended;
- (ii) the Platform and Platform Launch will not be completed;
- (iii) the Platform will fail to attract sufficient interest from key stakeholders; and
- (iv) the Company and/or the Platform may be subject to investigation and punitive actions from Governmental

Authorities. The Purchaser understands and expressly accepts that the Tokens will be created and delivered to the Purchaser at the sole risk of the Purchaser on an “AS IS” and “UNDER DEVELOPMENT” basis. The Purchaser understands and expressly accepts that the Purchaser has not relied on any representations or warranties made by the Company outside of this instrument, including, but not limited to, conversations of any kind, whether through oral or electronic communication, or any white paper. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE PURCHASER ASSUMES ALL RISK AND LIABILITY FOR THE RESULTS OBTAINED BY THE USE OF ANY TOKENS AND REGARDLESS OF ANY ORAL OR WRITTEN STATEMENTS MADE BY THE COMPANY, BY WAY OF TECHNICAL ADVICE OR OTHERWISE, RELATED TO THE USE OF THE TOKENS.

(e) The Purchaser understands that Purchaser has no right against the Company or any other Person except in the event of the Company’s breach of this instrument or intentional fraud. THE COMPANY’S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS INSTRUMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT OR OTHERWISE, SHALL NOT EXCEED THE TOTAL OF THE AMOUNTS PAID TO THE COMPANY PURSUANT TO THIS INSTRUMENT. NEITHER THE COMPANY NOR ITS REPRESENTATIVES SHALL BE LIABLE FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR ENHANCED DAMAGES, LOST PROFITS OR REVENUES OR DIMINUTION IN VALUE, ARISING OUT OF OR RELATING TO ANY BREACH OF THIS INSTRUMENT.

(f) The Purchaser understands that Purchaser bears sole responsibility for any taxes as a result of the matters

and transactions the subject of this instrument, and any future acquisition, ownership, use, sale or other disposition of Tokens held by the Purchaser. To the extent permitted by law, the Purchaser agrees to indemnify, defend and hold the Company or any of its affiliates, employees or agents (including developers, auditors, contractors or founders) harmless for any claim, liability, assessment or penalty with respect to any taxes (other than any net income taxes of the Company that result from the issuance of Tokens to the Purchaser) associated with or arising from the Purchaser's purchase of Tokens hereunder, or the use or ownership of Tokens.

- (g) The Purchaser agrees and confirm that the Company's Token sale whitepaper and the documents attached thereto or associated herewith contain forward-looking statements within the meaning of Section 27A of the Securities Act and Section 21E of the Exchange Act, which are subject to the safe harbor provisions of the Private Securities Litigation Reform Act of 1995. These forward-looking statements, including, without limitation, statements regarding anticipated use of proceeds from the Token sale, are based on current expectations, estimates and projections about our industry, Company management's beliefs, and assumptions made by

Company management. Words such as "anticipates," "expects," "intends," "plans," "believes," "seeks," "estimates," and variations of such words and similar expressions are intended to identify such forward-looking statements. These statements are not guarantees of future performance and are subject to certain risks, uncertainties and assumptions that are difficult to predict; therefore, actual results may differ materially from those expressed or forecasted in any forward-looking



statements due to a variety of factors, including, without limitation, our ability to meet the minimum Token sale amount, if any, unanticipated costs and expenses related to the Token sale, changes in Company's financial condition or business strategy that impact the use of proceeds from the Token sale, and other factors. The risks and uncertainties include those noted in "Risk Factors" above. Undue reliance should not be placed on the forward-looking statements in this whitepaper or any associated materials, which are based on information available to us on the date hereof. We undertake no obligation to update any forward-looking statements, whether as a result of new information, future events or otherwise, except to the extent that we are required to do so by law.

(h) Herewith Purchaser confirms that if the Purchase Amount will be less than an amount equal to 0.5 ETH (which is equal to the Company's administrative expenses for each deed), this transfer shall be recognized by the Parties (Company and Purchaser) as a donation to support creating, launching, executing and reaching aims of HQ in launching of Proof-of-Asset Protocol.

## **5. PROCEDURES FOR PURCHASE OF RIGHTS AND VALUATION OF PURCHASE AMOUNT**

(a) The Company will accept payment for the Right purchased under this AGREEMENT in Bitcoin, Ether and other announced tokens. Purchaser shall make the required payment to the Company in consideration for Purchaser's purchase of the Right pursuant to the

AGREEMENT through the procedures set forth on HYPERQUANT website. If the Purchaser execute such a payment to the Company, its representative or escrow agent in order to fulfil payment obligations to the Company according to the present Agreement, Parties do represent such an execution of payment as a confirmation of acceptance of rights and obligations of this Agreement. (b) For purposes of this instrument, the value of the Purchase Amount shall be deemed in Tokens whether the Purchaser pays in Bitcoin or Ether, Bitcoin, or other announced tokens valued at the Applicable Market Rate. The term “Applicable Market Rate” shall mean the amount of Tokens a person is expected to receive per 1 Ether or Bitcoin other announced tokens depending on the Purchase price of Tokens, indicated with the market.

## **6. WAIVER**

If you have a dispute with the Company, we will attempt to resolve any such disputes through our support team. If we cannot resolve the dispute through our support team, you and Company agree any dispute, controversy or claim arising out of or relating to this Agreement, or the breach, termination or invalidity thereof, shall be settled by final, binding arbitration in accordance with Arbitration Law Rules of the ESTONIA.

## **7. MISCELLANEOUS**

(a) This instrument sets forth the entire agreement and understanding of the parties relating to the subject matter herein and supersedes all prior or contemporaneous disclosures, discussions, understandings and agreements, whether oral or written,

between them. This instrument is one of a series of similar instruments entered into by the Company from time to time. Any provision of this instrument may be amended, waived or modified only upon the written consent of the Company and the holders of a majority, in the aggregate, of the Purchase Amounts paid to the Company with respect to all AGREEMENTs outstanding at the time of such amendment, waiver or modification.

(b) Any notice required or permitted by this instrument will be deemed sufficient when sent by email to the relevant address listed on the signature page, as subsequently modified by written notice received by the appropriate party.

(c) The Purchaser is not entitled, as a holder of this instrument, to vote or receive dividends or be deemed the holder of capital stock of the Company for any purpose, nor will anything contained herein be construed to confer on the Purchaser, as such, any of the rights of a stockholder of the Company or any right to vote for the election of directors or upon any matter submitted to stockholders at any meeting thereof, or to give or withhold consent to any corporate action or to receive notice of meetings, or to receive subscription rights or otherwise.

(d) Neither this instrument nor the rights contained herein may be assigned, by operation of law or otherwise, by either party without the prior written consent of the other;

(e) In the event any one or more of the provisions of this instrument is for any reason held to be invalid, illegal or unenforceable, in whole or in part or in any respect, or in the event that any one or more of the provisions of this instrument operate or would prospectively operate to invalidate this instrument, then and in any such event, such provision(s) only will be deemed null and void and will not affect any other provision of this instrument and the remaining provisions of this instrument will remain

operative and in full force and effect and will not be affected, prejudiced, or disturbed thereby.

(f) All rights and obligations hereunder will be governed by the laws of ESTONIA, without regard to the conflicts of law provisions of such jurisdiction. The Parties shall make all possible step to solve the dispute within sixty (60) days. Any disputes arising from that agreement shall be solved by the Arbitration Court ESTONIA.

(g) Each of the Company and the Purchaser agree to treat this instrument as a forward contract for all income tax purposes, and will not take any position on any tax return, report, statement or other tax document that is inconsistent with such treatment, unless otherwise required by a change in law occurring after the date hereof, a closing agreement with an applicable tax authority or a final non-appealable judgment of a court of competent jurisdiction.

(h) The Purchaser shall, and shall cause its affiliates to, execute and deliver such additional documents, instruments, conveyances and assurances and take such further actions as may be reasonably requested by Company to carry out the provisions of this instrument and give effect to the transactions contemplated by this instrument, including, without limitation, to enable the Company or the transactions contemplated by this instrument to comply with applicable laws.

(i) The Company shall not be liable or responsible to the Purchaser, nor be deemed to have defaulted under or breached this instrument, for any failure or delay in fulfilling or performing any term of this instrument, including without limitation, launching the Platform or consummating the Token Sale, when and to the extent such failure or delay is caused by or results from acts beyond the affected party's reasonable control, including, without limitation:

- acts of God;
- flood, fire, earthquake or explosion;
- war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, or other civil unrest;
- Law; or
- action by any Governmental Authority.

IN WITNESS WHEREOF, the Purchaser and the Company have caused this instrument to be duly executed and delivered with the purchase of Tokens.

Address:

Estonia, Harju maakond, Tallinn, Kesklinna linnaosa, Narva mnt 5, 10117; [legal@hyperquant.net](mailto:legal@hyperquant.net)