

TERMS OF TOKEN SALE

Last updated: October 4, 2017

PLEASE READ THESE TERMS OF TOKEN SALE CAREFULLY. NOTE THAT SECTION 15 CONTAINS A BINDING ARBITRATION CLAUSE AND REPRESENTATIVE ACTION WAIVER, WHICH AFFECT YOUR LEGAL RIGHTS. IF YOU DO NOT AGREE TO THESE TERMS TOKEN SALE, DO NOT PURCHASE TOKENS.

This document acts as an agreed upon Terms of Token Sale (“Terms”) between you (“Purchaser,” “You”) and PEGP Limited (“Coinlancer,” “Company,” “we,” or “us”). You accept these Terms when you purchase Coinlancer’s CL tokens (“CL Tokens”).

By purchasing CL Tokens from us, you will be bound by these Terms and all terms incorporated by reference. If you have any questions regarding these Terms, please contact a CL Tokens sales team at info@coinlancer.com.

You and the Company agree as follows:

1. **Purchase of CL Tokens.** Subject to the Terms of Service and these Terms, the Company agrees to sell to you and you agree to purchase from the Company a specific number of CL Tokens at the price listed on <http://coinlancer.com> or <http://coinlancer.io> (collectively, “Site”) at the time of purchase. The number of purchased CL Tokens shall be determined based on the total amount you select to pay for your purchase (“Aggregate Amount”).

2. **Scope of Terms.**

(a) Unless otherwise stated herein, these Terms govern purchase of CL Tokens from the Company during sale period from October 4, 2017 (14:00 UDT) to November 15, 2017 (14:00 UDT) (“Sale Period”). Any payment received by the Company after the end of the Sale Period will be accepted only if it was originated during the Sale Period. Company may request to provide evidence of payment from Purchaser.

(b) Any use of CL Tokens will be governed primarily by other applicable terms and policies, [which will be available on the Site upon the distribution of the CL Tokens] (collectively, “Coinlancer Terms of Use”). The Coinlancer Terms of Use may change from time to time at the Company’s sole discretion with the amended Coinlancer Terms of Use posted instead of the previous version.

(c) To the extent of any conflict with these Terms, the Coinlancer Terms of Use shall control with respect to any issues relating to the use of CL Tokens.

3. **Purchase Procedure.** Following the successful purchase, the information about purchased CL Tokens will be reflected in the Purchaser’s account, which shall be created by Purchaser on the Site to purchase CL Tokens (“Account”). The purchased CL Tokens would be available for use or withdrawal upon distribution by Coinlancer as set forth in Section 4 of these Terms.

4. **Date of Distribution.** Upon completion of the token sale, on November 22, 2017, the Company will distribute the purchased CL Tokens to the Account of the Purchaser.

5. **Receipt of CL Tokens.** Upon distribution, the CL Tokens will be transferred by the Company to the Account for each Purchaser. Each Purchaser will have an option to use CL Tokens or to transfer CL Tokens to the third-party ERC-20 digital wallet. Purchaser shall be responsible for implementing reasonable measures for securing the wallet, vault or other storage mechanism Purchaser decides to use to receive and hold Tokens outside of the User Account, including any requisite private key(s) or other credentials necessary to access such storage mechanism(s). If Purchaser's private key(s) or other access credentials are lost, Purchaser may lose access to the purchased CL Tokens. The Company shall not be responsible for any such losses.

6. **Terms and Conditions of CL Token.** The CL Token terms and conditions are as set forth in the White Paper located at https://www.coinlancer.io/Coinlancer_Whitepaper.pdf, which are incorporated hereto by reference.

7. **Cancellation; Refusal of Purchase Requests.** The purchase of CL Tokens from the Company is final, and there will be no refunds or cancellations except as specifically provided in these Terms. However, prior to the distribution of CL Tokens, the Company reserves the right to cancel any CL Token purchase or refuse any purchase requests at the Company's sole discretion for any reason. In such case, the Company will issue a refund in the same form of payments as was made by you and to the same wallet address, bank account, or a third party payment processor where your funds were transferred from. We may deduct the transaction cost from the refund amount, if any.

8. **Acknowledgment and Assumption of Risks.** You acknowledge and agree that there are risks associated with purchasing CL Tokens, holding CL Tokens, and using CL Tokens, as disclosed in the White Paper. In case of questions regarding these risks, you shall contact the sales team at info@coinlancer.com. BY PURCHASING CL TOKENS, YOU EXPRESSLY ACKNOWLEDGE AND ASSUME THESE RISKS.

9. **Representations and Warranties.** In connection with the purchase of the CL Tokens, you represent to the Company the following:

(a) You are aware of the terms and conditions of the CL Tokens and have acquired sufficient information about the CL Tokens to reach an informed and knowledgeable decision to acquire the CL Tokens.

(b) You have sufficient understanding of cryptographic tokens, token storage mechanisms (such as token wallets), and blockchain technology to understand the terms of these Terms and to appreciate the risks and implications of purchasing the CL Tokens.

(c) You understand that the CL Tokens confer only the rights described in the White Paper, and confer no other rights of any form with respect to Coinlancer, including, but not limited to, any ownership, distribution, redemption, liquidation, proprietary (including all forms of intellectual property), or other financial or legal rights.

(d) You shall not purchase CL Tokens for any uses or purposes other than to use CL Tokens as provided in the White Paper, including, but not limited to, any investment, speculative or other financial purposes.

(e) You understand that the CL Tokens are not digital currency, security, commodity or any other kind of financial instrument and have not been registered under the Securities Act, the securities laws of any state of the United States or the securities laws of any other country, including the securities laws of any jurisdiction in which Purchaser is resident.

(f) You have satisfied yourself as to the full observance of the laws of your jurisdiction in connection with any invitation to purchase the CL Tokens or any use of these Terms, including (i) the legal requirements within its jurisdiction for the purchase of the CL Tokens, (ii) any foreign exchange restrictions applicable to such purchase, and (iii) any governmental or other consents that may need to be obtained.

(g) Your purchase, payment for, and continued beneficial ownership of the CL Tokens will not violate any applicable laws of your jurisdiction.

(h) You shall comply with any applicable tax obligations in all relevant jurisdiction arising from the purchase of CL Tokens.

(i) If you are purchasing Tokens on behalf of any entity, you are authorized to accept these Terms on such entity's behalf and that such entity will be responsible for breach of these Terms by you or any other employee or agent of such entity (references to "you" in these Terms refer to you and such entity, jointly).

10. **Indemnification.**

(a) To the fullest extent permitted by applicable law, you shall indemnify, defend and hold harmless the Company and the Company's respective past, present and future employees, officers, directors, contractors, consultants, equity holders, suppliers, vendors, service providers, parent companies, subsidiaries, affiliates, agents, representatives, predecessors, successors and assigns (the "Company Parties") from and against all claims, demands, actions, damages, losses, costs and expenses (including attorneys' fees) that arise from or relate to: (i) purchase or use of Tokens, (ii) your responsibilities or obligations under these Terms, (iii) your breach of these Terms, or (iv) your violation of any rights of any other person or entity, and (v) your violation of any laws.

(b) The Company reserves the right to exercise sole control over the defense, at your expense, of any claim subject to indemnification under Section 10(a). This indemnity is in addition to, and not in lieu of, any other indemnities set forth in a written agreement between you and the Company.

11. **Disclaimers.**

(a) TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW AND EXCEPT AS OTHERWISE SPECIFIED IN WRITING BY THE COMPANY, (A) THE CL TOKENS ARE SOLD ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT

WARRANTIES OF ANY KIND, AND WE EXPRESSLY DISCLAIM ALL IMPLIED WARRANTIES AS TO THE CL TOKENS, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT; (B) THE COMPANY DOES NOT REPRESENT OR WARRANT THAT THE CL TOKENS ARE RELIABLE, CURRENT OR ERROR-FREE, MEET PURCHASER'S REQUIREMENTS, OR THAT DEFECTS IN THE CL TOKENS WILL BE CORRECTED; AND (C) THE COMPANY CANNOT AND DOES NOT REPRESENT OR WARRANT THAT THE CL TOKENS OR THE DELIVERY MECHANISM FOR CL TOKENS ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

(b) Some jurisdictions do not allow the exclusion of certain warranties or disclaimer of implied terms in contracts with consumers, so some or all of the exclusions of warranties and disclaimers in this Section may not apply to you.

12. **Limitation of Liability.**

(a) TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW: (i) IN NO EVENT WILL THE COMPANY OR ANY OF THE COMPANY 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 CL 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); AND (ii) IN NO EVENT WILL THE AGGREGATE LIABILITY OF THE COMPANY AND THE COMPANY PARTIES (JOINTLY), WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE, WHETHER ACTIVE, PASSIVE OR IMPUTED), OR OTHER THEORY, ARISING OUT OF OR RELATING TO THESE TERMS OR THE USE OF OR INABILITY TO USE THE CL TOKENS, EXCEED THE AMOUNT YOU PAY TO THE COMPANY FOR THE CL TOKENS.

(b) THE LIMITATIONS SET FORTH IN SECTION 12(a) WILL NOT LIMIT OR EXCLUDE LIABILITY FOR THE GROSS NEGLIGENCE, FRAUD OR INTENTIONAL, WILLFUL OR RECKLESS MISCONDUCT OF THE COMPANY.

(c) Some jurisdictions do not allow the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of the limitations of this Section may not apply to you.

13. **Release.** To the fullest extent permitted by applicable law, you release the Company and the Company Parties from responsibility, liability, claims, demands and/or damages (actual and consequential) of every kind and nature, known and unknown (including, but not limited to, claims of negligence), arising out of or related to disputes between you and the acts or

omissions of third parties. You expressly waive any rights you may have under statute or common law principles that would otherwise limit the coverage of this release to include only those claims, which you may know or suspect to exist in your favor at the time of agreeing to this release.

14. **Governing Law.** The validity, interpretation, construction and performance of these Terms, and all acts and transactions pursuant hereto and the rights and obligations of the parties hereto shall be governed, construed and interpreted in accordance with the laws of British Virgin Islands, without giving effect to principles of conflicts of law.

15. **Dispute Resolution; Arbitration.**

PLEASE READ THE FOLLOWING SECTION CAREFULLY BECAUSE IT REQUIRES YOU TO ARBITRATE CERTAIN DISPUTES AND CLAIMS WITH THE COMPANY AND LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF FROM COMPANY.

(a) **Binding Arbitration.** Except for any disputes, claims, suits, actions, causes of action, demands or proceedings (collectively, “Disputes”) in which either Party seeks to bring an individual action in small claims tribunals or seeks injunctive or other equitable relief for the alleged unlawful use of intellectual property, including, without limitation, copyrights, trademarks, trade names, logos, trade secrets or patents, you and the Company (i) waive your and the Company’s respective rights to have any and all Disputes arising from or related to these Terms resolved in a court, and (ii) waive your and the Company’s respective rights to a jury trial. Instead, you and the Company will arbitrate Disputes through binding arbitration (which is the referral of a Dispute to one or more persons charged with reviewing the Dispute and making a final and binding determination to resolve it instead of having the Dispute decided by a judge or jury in court).

(b) **No Class Arbitrations, Class Actions or Representative Actions.** Any Dispute arising out of or related to these Terms is personal to you and the Company and will be resolved solely through individual arbitration and will not be brought as a class arbitration, class action or any other type of representative proceeding. There will be no class arbitration or arbitration in which an individual attempts to resolve a Dispute as a representative of another individual or group of individuals. Further, a Dispute cannot be brought as a class or other type of representative action, whether within or outside of arbitration, or on behalf of any other individual or group of individuals.

(c) **Notice; Informal Dispute Resolution.** Each Party will notify the other Party in writing of any arbitrable or small claims Dispute within thirty (30) days of the date it arises, so that the Parties can attempt in good faith to resolve the Dispute informally. Notice to the Company shall be sent by e-mail to the support team at info@coinlancer.io. Notice to you shall be sent to the email address provided by you in your Purchase Account. Your notice must include (i) your name, postal address, email address and telephone number, (ii) a description in reasonable detail of the nature or basis of the Dispute, and (iii) the specific relief that you are seeking. If you and the Company cannot agree how to resolve the Dispute within thirty (30) days after the date notice is received by the applicable Party, then either you or the Company may, as appropriate and in accordance with this Section 15, commence an arbitration proceeding or, to the extent specifically provided for in Section 15(a), file a claim in court.

(d) **Process.** Any Dispute shall be referred to and finally resolved by arbitration administered by the British Virgin Islands International Arbitration Centre (“BVI IAC”) in accordance with the Arbitration Rules of the BVI IAC (“BVI IAC Rules”) for the time being in force, which rules are deemed to be incorporated by reference in this clause. The seat of the arbitration shall be Road Town, Tortola, British Virgin Islands. The Tribunal shall consist of three (3) arbitrator(s). The language of the arbitration shall be English.

16. **Miscellaneous.**

(a) **Entire Agreement.** These Terms set forth the entire agreement and understanding of the Parties relating to the subject matter herein and supersedes all prior or contemporaneous discussions, understandings and agreements, whether oral or written, between them relating to the subject matter hereof.

(b) **Amendments.** These Terms may be modified by Company at any time for any reason by placing modified Terms on the Site. We will provide notice of any amendment to these Terms by posting any revised terms to the Site and updating the “Last updated” field above accordingly or by any other method we deem appropriate. We are not obligated to provide notice in any other method beyond these. Any change to these Terms will be effective immediately upon such notice and apply to any ongoing or subsequent purchases of CL Tokens.

(c) **Binding Agreement.** These Terms provide the legally binding terms and conditions for the sale and purchase of the CL Tokens. By purchasing the CL Tokens, you acknowledges its understanding and acceptance. You are bound by the Terms in existence at the time of your purchase of CL Tokens. If you are making a purchase on behalf of the legal entity, you understand and accept these Terms on behalf of that entity (to which refers to “you” shall also apply) and warrant that you are duly authorized to act on behalf of that legal entity.

(d) **Successors and Assigns.** Except as otherwise provided in these Terms, 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. The Company may assign any of its rights and obligations under these Terms. No other party to these Terms may assign, whether voluntarily or by operation of law, any of its rights and obligations under these Terms, except with the prior written consent of the Company.

(e) **Severability.** In the event any provision of these Terms is found to be invalid, illegal, or unenforceable the remaining provisions of these Terms shall nevertheless be binding upon Company and you with the same effect as though the void and unenforceable part had been severed and deleted.

(f) **Headings.** The article headings of these Terms are included for the convenience only and shall not affect the construction or interpretation of these Terms.