

# FPT TOKEN SALE AGREEMENT

Last updated: 30.11.2017

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1. This Token Sale agreement ('Agreement') forms a legally binding contract between You and the Fluence Labs Ltd. that is a company duly organized, validly existing and in good standing under the laws and incorporated in 13/1 Line Wall Road, Gibraltar (the "Company" or "Fluence") and sets forth general rules and procedure of Fluence Token Sale by the Fluence and their purchase by the Purchaser. Purchaser shall carefully read, understand and irrevocably accept this Agreement.

2. THIS AGREEMENT CERTIFIES THAT You (hereinafter the "Purchaser" or "You") by clicking the button "I agree" on the Website and payment of ETH or equal to 0.44 USD according to the cost of ETH but not less than 0.5ETH to the date of beginning of the Token Sale (the "Purchase Amount") on the specific smart-contract address published on the Website and during the Token Sale period (the "Token Sale period"), to Fluence Labs Ltd., shall be entitled to take delivery of certain digital cryptographic token (the "FPT Token"). For purposes of this Agreement, the value of the Purchase Amount shall be deemed in U.S. dollars whether the Purchaser pays in ETH, valued at the applicable exchange rate for ETH to the date of the beginning of the Token Sale. The term "Applicable Exchange Rate" shall mean the volume-weighted average price of Ethereum or Bitcoin across exchanges in the one hour preceding the beginning of the publication of smart-contract address at the Platform at the day of the beginning of the Token Sale.

3. The definitions set forth herein and mentioned with capital letter shall have the meaning as described in clause 4 of this Agreement.

4. The following definitions and rules of interpretation apply in this Agreement:

"Agreement" - This FPT Token Sale Agreement and any other rules, policies or procedures that may be issued by Fluence and published from time to time on the Website.

"Affiliate" - Any person or entity that have any relation to the Fluence, including, but not limited to partners, employees, agents and contractors of the Fluence.

"Applicable Law" - Law applicable under this Agreement to any and all relations between a Participant and Fluence.

"Fluence Platform" - A digital platform (not a legal entity), designated for provision of services of storage, query, management of encrypted structured data in decentralized database accesible via use of FLU Tokens.

"Cryptocurrency" - Digital currency, represented by Ethereum (ETH) used by Participants to purchase FLU Tokens.

"Intellectual Property Rights" - Any invention, patent, utility model right, copyright and related right, registered design, unregistered design right, trade mark, trade name, internet domain name, design right, design, service mark, database rights, topography rights, rights in get-up and trade dress, rights in goodwill or to sue for passing off and any other rights of a similar nature or other industrial or intellectual property rights owned or used by the Fluence in any part of the world whether or not any of the same is registered (or capable of registration), including applications and the right to apply for and be granted, extensions or renewals of and rights to claim priority from, such rights and all equivalent or similar rights or protections which subsist now or will subsist in the future.

“Tokens” - digital cryptographic Tokens, which are software digital products (not being cryptocurrency), created by the Fluence which give the Participant the right for to store, query and manage encrypted structured data on Fluence Platform.

“FPT Tokens Sale” - An offering of FPT Tokens to eligible Participants to purchase FPT Tokens during a limited period of time described in this Agreement. FPT Tokens confer only the right to be converted to tradable FLU tokens after the FLU Token Sale. FLU token price will be fixed in USD once the end of FPT Token Sale period finishes. FLU Token Sale and FLU Token allocation may be adjusted to keep benefits of FPT Token Sale.

“Ethereum Smart Contract” - Digital computer protocol intended to facilitate, verify and enforce the negotiation and purchase of FPT Tokens by a Tokens Sale Participant.

“Tokens Sale Participant” (“Participant” or “You”) - Any person, who uses the Website and purchases FPT Tokens. The Company reserves its right to set forth at any time upon its own discretion special eligibility or other requirements to certain Tokens Sale Participants to participate in a certain phase of FPT Tokens Sale.

“Website” - A group of interrelated websites owned and operated by Fluence Labs Ltd., available in the Internet via address: [www.fluence.ai](http://www.fluence.ai) and special application based on blockchain technology.

5. FPT Token Sale period is the period of time from 14.08.2017 - 04.09.2017 during which the Company shall deliver to the Purchaser a number of FPT Tokens equal to the Purchase Amount paid to the Company by Purchasers in the Token Sale.

6. FPT Tokens are available for purchase to Purchasers who are eligible to enter to this agreement according and clauses 22 and 23 of this Agreement only during a limited FPT Token Sale period of time that is defined in the Appendix A of this Agreement.

7. Fluence’s publication on the Website of an offer to sell FPT Tokens to a number of Purchasers (potential Fluence Token purchasers) is considered a legally binding offer of the Fluence to sell FPT Tokens (hereinafter referred to as the “Offer”).

8. The Offer shall be available only at the Website. Any other offers concerning FPT Token Sale presented on any other websites or internet resources shall be considered null and void and shall not put any obligations upon the Fluence.

9. Legally binding acceptance of the Offer shall be conducted by a Purchaser by sending the Purchase Amount of ETH on the specific smart-contract address published on the Website and clicking the button “I agree” on the Website in the specific field. By this action the respective Purchaser, agree that he fully read, understood and irrevocably accepted this FPT Token Sale agreement. From this moment the Offer shall be considered formally accepted by the respective Purchaser.

10. Offer Acceptance shall be deemed irrevocable.

11. The price of one FPT Token is set forth in the amount of ETH equal to \$0.44 USD according to the cost of ETH to the date of beginning of the Token Sale. The payment for FPT Tokens can be conducted by Purchasers only in Ethereum (ETH). Fluence does not accept fiat currency as payment for FPT Tokens. In order to buy FPT Tokens Purchaser shall convert such funds into Ethereum (ETH). Technically the payment of FPT Tokens shall be conducted via Ethereum Smart Contract specified on the Website.

12. There will be the following bonus program present during the FPT Token Sale:

1) If the Purchaser pays the amount from 0,5 ETH to 5 ETH, he receives a bonus of 100% from the amount of purchased FPT Tokens;

- 2) If the Purchaser pays the amount from 5 ETH to 100 ETH, he receives a bonus of 200% from the amount of purchased FPT Tokens;
- 3) If the Purchaser pays the amount of 100 ETH or more, he receives a bonus of 300% from the amount of purchased FPT Tokens.
13. To purchase FPT Tokens the Purchaser shall only send cryptocurrency funds from his/her personal wallet (hardware wallet) in the amount which is equivalent to the amount of the FPT Tokens the Purchaser is willing to receive for such payment. It is prohibited to send cryptocurrency funds to purchase FPT Tokens from any cryptocurrency exchanges.
14. Purchaser is not entitled to send any funds to purchase FPT Tokens until FPT Token Sale period has officially begun. Purchaser is not entitled to send any funds to purchase FPT Tokens upon ending of the respective FPT Token Sale.
15. The FPT Tokens shall be sent to the Purchaser's personal respective cryptocurrency wallet.
16. To the extent allowable pursuant to Applicable Law, the purchase of the FPT Tokens by the Purchaser from the Fluence is final, and, thus, there are no refunds and/or cancellations.
17. Ownership rights for FPT Tokens shall be transferred from the Fluence to the respective Purchaser upon completion of payment procedure by the Purchaser. For Purchasers that purchased FPT Tokens during the FPT Tokens Sale event, FPT Tokens provide the right to use FPT Tokens in any lawful way prior to the beginning of FLU Token Sale. Date of the beginning of the FLU Token Sale will be specified on the Website later. To use FPT Tokens the Purchaser has to make his Tokens available for use via the special interface within the Website ("Unlock Tokens"). After Purchaser will perform required actions, FPT Tokens shall become available for use.
18. The proceeds received by Fluence from the sale of FPT Tokens to Purchaser shall only be deemed as proceeds received from sale of software services, as FPT Tokens confer only the right to be converted to tradable FLU tokens after the FLU Token Sale. FLU token price will be fixed in USD once the end of FPT Token Sale period finishes. FLU Token Sale and FLU Token allocation may be adjusted to keep benefits of FPT Token Sale.
19. You expressly agree that the FPT Tokens are not securities, are not registered with any government entity as the securities, shall not be considered as such, are not intended to be commodity or any other kind of financial instrument, do not represent any share, stake or security or equivalent rights, including, but not limited to, any right to receive future revenue shares and intellectual property rights.
20. By purchase of FPT Tokens hereunder the Purchaser represents and warrants that his/her funds in no way came from illegal or unethical sources, that the Purchaser is not using any proceeds of criminal or illegal activity, and that no transaction involving FPT Tokens are being used to facilitate any criminal or illegal activity.
21. The Purchaser is obliged to provide valid proofs concerning legality of his/her proceeds used to purchase FPT Tokens upon Fluence's request or request of bank institutions or government authorities.
22. US, CHINESE, GIBRALTAR citizens and residents are not eligible and not allowed to participate in the FPT Token Sale due to various taxation and regulatory issues. The Purchaser is only allowed to purchase FPT Tokens if and by buying FPT Tokens he/she

covenants, represents, and warrants that he/she is neither a US, China or Gibraltar citizen or resident, nor have a primary residence or domicile in the US (including Puerto Rico, the US Virgin Islands, and any other possessions of the US), China or Gibraltar In order to buy FPT Tokens and by buying them Purchaser covenant, represent, and warrant that none of the owners of the company, of which Purchaser is an authorized officer, are US, China, Gibraltar citizens or residents, nor they have a primary residence or domicile in the United States (including Puerto Rico, the US Virgin Islands, and any other possessions of the US), China or Gibraltar. Should this change at any time, Purchaser shall immediately notify Fluence. Purchaser also represent and warrant that he/she is not a citizen or resident of a geographic area in which access to or use of the cryptocurrency or Tokens is prohibited by applicable law, decree, regulation, treaty, or administrative act. Fluence shall reserve the right to refuse selling FPT Tokens to anyone who does not meet the criteria set forth above.

23. The Purchaser is only allowed to purchase FPT Tokens if and by buying FPT Tokens he (or she) covenants, represents, and warrants that he (or she) (under the Applicable Law and law of the country of Participant's residence):

- 1) is of an age of majority to enter into this Agreement (at least 18 years of age), meets all other eligibility and residency requirements, and is fully able and legally competent to purchase FPT Tokens, enter into agreement with the Fluence and in doing so will not violate any other agreement to which he (or she) is a party;
- 2) if he (or she) is a corporation, governmental organization or other legal entity, he/she has the right, power and authority to enter into this agreement on behalf of the corporation, governmental organization or other legal entity and bind them to this Agreement;
- 3) will not be using the FPT Tokens for any illegal activity, including but not limited to money laundering and the financing of terrorism;

24. THE COMPANY MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE TOKENS, INCLUDING ANY: WARRANTY OF MERCHANTABILITY, WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, WARRANTY OF TITLE OR 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.

25. The Purchaser understands that he/ she 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.

26. FPT Tokens are to be provided on an "AS IS" and "UNDER DEVELOPMENT" basis and without any warranties of any kind, either expressed or implied. The Purchaser assumes all responsibility and risk with respect to buying of any amount of the FPT Tokens and their use. The Purchaser hereby expressly agrees that, to the maximum extent permitted by the Applicable Law, the Fluence does not accept any liability for any damage or loss, including loss of business, revenue, or profits, or loss of or damage to data, equipment, or software (direct, indirect, punitive, actual, consequential, incidental, special, exemplary or otherwise), resulting from any use of, or inability to use the Website or the material, information, software, facilities, services or content on the Website, as well as from purchasing of the FPT Tokens, regardless of the basis, upon which the liability is claimed and even if the Fluence has been advised of the possibility of such loss or damage. The Purchaser understands and agrees that the Fluence shall not be held liable to and shall not accept any liability, obligation or responsibility whatsoever for any change of the value of the FPT Tokens. If Applicable Law does not allow all or any part of the above limitation of liability to apply to the Purchaser, the limitations will apply to the Purchaser only to the extent permitted by the Applicable Law. The Purchaser understands and agrees that it is his/her obligation to ensure compliance with any legislation relevant to his/her country of domicile concerning purchasing of the FPT Tokens. Purchasing of the FPT Tokens by the Purchaser in no way creates any exclusive relationship between the Purchaser and the Fluence, nor any partnership, joint venture, employment or agency.

27. The Purchaser understands that he/she 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 associated with or arising from the Purchaser's purchase of Tokens hereunder, or the use or ownership of Tokens.

## **Appendix A**

### **OVERVIEW OF TOKENS**

1. FPT Tokens are based on the Ethereum protocol and conform to the ERC20 standard.
2. FPT Tokens smart contract address will be published in due time prior to FPT Tokens Sale.
3. FPT Tokens carries no rights, express or implied, other than those, set out herein, subject to Fluence successful completion and deployment of the project. In particular, FPT Tokens holders shall not have any influence in the development or governance of Fluence, and FPT Tokens do not represent or constitute any ownership right or stake, share or security or equivalent rights or any right to receive future revenue shares, or any other form of participation in or relating to Fluence.
4. FPT Tokens shall be distributed during FPT Tokens Sale event and FLU Tokens shall be distributed during FLU Token Sale event.
5. FPT Tokens Sale shall be held during 14.08.2017 - 04.09.2017 and regulated by this Agreement.
6. Participants understand and accept that they can conduct payment of ETH equal to 0.44 USD according to the cost of ETH but not less than 0.5 ETH to the date of beginning of the Token Sale (the "Purchase Amount") on the specific smart-contract address.
7. Fluence reserves the right to an emergency stop functionality to stop the distribution process. Use of this functionality shall remain in discretion of Fluence and shall only be used in limited situations, such as, but not limited to:
  - 1) serious security issue detected;
  - 2) serious network performance issue, depriving all users of equal treatment;
  - 3) any type of material attack on the FPT Tokens, the Platform, Website or Ethereum network.
8. FPT Tokens distribution will be offered only through the Website. No third-party website or a different provider except ones listed herein is allowed and has not been in any way supported, engaged, authorized or endorsed by Fluence and have no relationship in any way with Fluence. The only official and authorized website and FPT Tokens distribution provider is the Website available in the Internet via [www.fluence.ai](http://www.fluence.ai). The Participant must ensure that the URL of your web browser indicates that it is using a hypertext transport protocol secure connection ("https") and that the domain name is correct.
9. FPT Tokens is not a consumer product and its holders accepts explicitly and agree to it that they are not covered by the consumer protection regulation of any jurisdiction.
10. Possession of FPT Tokens gives the Participant the right to use FPT Tokens in any lawful way before and after the FLU Token Sale event, unless specifically restricted by this Agreement or any of the other documents, including Business Paper, published on the Website.