

PROOF TOKEN PURCHASE AGREEMENT

This PROOF Token Purchase Agreement (“Agreement”) contains the terms and conditions that govern your use of the ERC20 compatible PROOF token smart contract (“PROOF Smart Contract”); and purchase of the ERC20 compatible PROOF tokens distributed on the Ethereum blockchain (“PROOF Tokens”) and is an agreement between you or the entity that you rightfully and legally represent (“Buyer” or “you”) and PROOFTECH LIMITED, company duly registered and existing under the laws of the BVI (“PROOFTECH LIMITED”). Buyer, PROOFTECH LIMITED are herein referred to individually as a “Party” and collectively, as the “Parties”.

NOW, THEREFORE, in consideration of the mutual representations, warranties and agreements contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, PROOFTECH LIMITED and Buyer hereby agree as follows:

IMPORTANT INFORMATION: PLEASE READ THIS AGREEMENT CAREFULLY AND IN ITS ENTIRETY.

Buyer acknowledges, understands and agrees to the following:

- **MATTERS RELATING TO PROVER PLATFORM:**
 1. PROOFTECH LIMITED is developing the Prover Platform and the Prover module (the “Prover app”) as further described in the White Paper (as it may be amended from time to time) (the “White Paper”), which can be accessed on the following web-address:http://prover.io/assets/White_Paper_en.pdf?1;
 2. For verification of the video content, the Prover app is activated. The Prover app accesses Prover Platform to obtain a unique swype code generated and stored in the blockchain. During video recording, the generated swype code is inputting by moving the smartphone in a path corresponding to the swype code. After the end of the recording, the Prover app computes the hash of the generated video file and sends the hash to Prover Platform for storage in the blockchain.
 3. To verify the authenticity of the video, the Prover app calculates hash of the video, which determines the following: the fact of its uploading into the blockchain through the Prover Platform, the time of generation of the swype code, the swype code itself and the time of uploading the hash into the blockchain. The use of the video analysis modules from Prover Platform confirms the existence of the required swype code in the video content and the absence of video editing trace.
 4. PROOFTECH LIMITED reserves the right to arrange additional token distribution events in accordance with the White Paper, which can be amended unilaterally if necessary.
 5. At the end of its development stage, PROOFTECH LIMITED or nominated by PROOFTECH LIMITED subsidiary, affiliated company or subcontractor will be releasing the Prover Platform;
- **BINDING AGREEMENT:** Buyer understands and agrees that Buyer is subjected to and bound by this Agreement by virtue of Buyer’s purchase of PROOF Tokens.

- **NO U.S. PURCHASERS:** PROOF Tokens are not being offered or distributed to U.S. persons (as defined below). If you are a citizen, resident of, or a person located or domiciled in the United States of America including its states, territories or the District of Columbia or any entity including, without limitation, any corporation or partnership created or organized in or under the laws of the United States of America, any state or territory thereof or the District of Columbia (a “U.S. person”) do not purchase or attempt to purchase PROOF Tokens.
- **NO SINGAPORE PURCHASERS:** PROOF Tokens are not offered or distributed to Singapore persons (as defined below). If you are citizen, resident of, or a person located or domiciled in Singapore or any entity including, without limitation, any corporation or partnership created or organized in or under the laws of Singapore (a Singapore person) do not purchase or attempt to purchase PROOF Tokens.
- **PROOF TOKENS HAVE NO RIGHTS, USES OR ATTRIBUTES.** PROOF Tokens do not have any rights, uses, purpose, attributes, functionalities or features, expressed or implied including, without limitation, any uses, purpose, attributes, functionalities or features except those that are provided by Prover Platform and this Agreement.
- **PURCHASES OF PROOF TOKENS ARE NON-REFUNDABLE AND PURCHASES CANNOT BE CANCELLED. BUYER MAY LOSE ALL AMOUNTS PAID.**
- **PROOF TOKENS MAY HAVE NO VALUE.**
- **PROOFTECH LIMITED RESERVES THE RIGHT TO REFUSE OR CANCEL PROOF TOKEN PURCHASE REQUESTS AT ANY TIME IN ITS SOLE DISCRETION.**
- **PLEASE READ THE RISKS SET FORTH IN SECTION 7 CAREFULLY AND IN THEIR ENTIRETY.**
- **THIS AGREEMENT INCLUDES PRE-DISPUTE RESOLUTION IN SECTION 9.1 AND REQUIRES ARBITRATION IN SECTION 9.2.**

**ARTICLE ONE: ACCEPTANCE OF AGREEMENT
AND PURCHASE OF PROOF TOKENS**

- 1.1. This Agreement shall be effective and binding on the Parties when Buyer: (a) clicks the check box on the official <Prover.io> website (the “Website”) to indicate that Buyer has read, understands and agrees to the terms of this Agreement; or, if earlier (b) upon PROOFTECH LIMITED receipt of payment from Buyer. Buyer agrees to be bound on this basis, and confirms that Buyer has read in full and understands this Agreement and the terms on which Buyer is bound.
- 1.2. Website Terms of Use. PROOFTECH LIMITED has established Terms of Use, as may be amended from time to time, for the Website located at <Prover.io>, which are hereby incorporated by reference. Buyer has read, understands and agrees to those terms.

- 1.3. White Paper. PROOFTECH LIMITED has prepared the White Paper, which is available at <Prover.io>, describing matters relating to the Prover Platform. The White Paper, as it may be amended from time to time, is hereby incorporated by reference. Buyer has read and understands the White Paper and its contents.
- 1.4. In case of conflict between provisions of the White Paper and of this Agreement, Agreement prevails.
- 1.5. PROOF Tokens.
 - a. Purpose. As mentioned above, PROOF Tokens owners have the right to access Prover Platform and to obtain services that will be provided by Prover Platform.
 - b. Payment Moment. The payment for PROOF Tokens is deemed to be committed only after the receipt of Ether (“ETH”) or Cryptaur Tokens (“CPT”) by PROOF Smart Contract.
 - c. PROOF Tokens may be tradable. They are not an investment, currency, security, commodity, a swap on currency, security or commodity or any other kind of financial instrument.
 - d. The obligation of PROOFTECH LIMITED to send PROOF Tokens is considered fulfilled after the dispatch of PROOF Tokens by PROOFTECH LIMITED. PROOFTECH LIMITED is not responsible for any Ethereum network congestion or failures.
 - e. PROOFTECH LIMITED Use of Proceeds. Buyer acknowledges and understands that the proceeds from the sale of PROOF Tokens will be utilized by PROOFTECH LIMITED in its sole discretion.

ARTICLE TWO: PROOF TOKENS DISTRIBUTION

- 2.1. Allocation and Distribution of PROOF Tokens. PROOFTECH LIMITED intends to allocate and distribute PROOF Tokens in accordance with the material specifications as set forth in Exhibit A to this Agreement which includes details regarding the timing (the “PROOF Distribution Period”) and pricing of the PROOF Token Distribution and the amount of PROOF Tokens that will be distributed. During the PROOF Distribution Period, PROOFTECH LIMITED will provide specific procedures on how Buyer should purchase PROOF Tokens through the official Website. By purchasing PROOF Tokens Buyer acknowledges and understands and has no objection to such procedures and material specifications. Failure to use the official Website and following such procedures may result in non-delivery of any PROOF Tokens to Buyer. Any Buyer of PROOF Tokens may lose some or all of the amounts paid in exchange for PROOF Tokens, regardless of the purchase date. The access or use of the PROOF Smart Contract and/or the receipt or purchase of PROOF Tokens through any other means other than the official Website are not sanctioned or agreed to by the PROOFTECH LIMITED Parties in any way. Buyer should take great care that the website used to purchase PROOF Tokens has the following universal resource locator (URL): <Prover.io>
- 2.2. No U.S. and Singapore Buyers. PROOF Tokens are not offered to U.S. and Singapore persons. U.S. persons and Singapore persons are strictly prohibited and restricted from using the PROOF Smart Contract and/or purchasing PROOF Tokens and

PROOFTECH LIMITED does not solicit purchases from U.S. persons or Singapore persons in any way. If a U.S. person or a Singapore person uses the PROOF Smart Contract and/or purchases PROOF Tokens, such person has done so and entered into this Agreement on an unlawful, unauthorized and fraudulent basis and this Agreement is null and void. PROOFTECH LIMITED is not bound by this Agreement if this Agreement has been entered into by a U.S. person or a Singapore person as Buyer or Buyer has entered into this Agreement or has purchased PROOF Tokens on behalf of a U.S. person or a Singapore person, and PROOFTECH LIMITED may take all necessary and appropriate actions, in its sole discretion, to invalidate this Agreement, including referral of the information to the appropriate authorities. Any U.S. person or Singapore person who uses the PROOF Smart Contract and/or purchases PROOF Tokens or enters this Agreement on an unlawful, unauthorized or fraudulent basis shall be solely liable for, and shall indemnify, defend and hold harmless PROOFTECH LIMITED and PROOFTECH LIMITED'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 (collectively, the "PROOFTECH LIMITED Parties") from any damages, losses, liabilities, costs or expenses of any kind, whether direct or indirect, consequential, compensatory, incidental, actual, exemplary, punitive or special and including, without limitation, any loss of business, revenues, profits, data, use, goodwill or other intangible losses (collectively, the "Damages") incurred by a PROOFTECH LIMITED Party that arises from or is a result of such a U.S. person's unlawful, unauthorized or fraudulent use of the PROOF Smart Contract and/or the receipt or purchase of PROOF Tokens.

- 2.3. Allocation and Participation of PROOF Tokens to PROOFTECH LIMITED Parties. Buyer understands and consents to the participation of the PROOFTECH LIMITED's past, present and future employees, officers, directors, contractors, consultants, equity holders, suppliers, vendors and service providers in the purchase of PROOF Tokens, including people who may work on the development and implementation of the Prover Platform or who may work for PROOFTECH LIMITED's future businesses which PROOFTECH LIMITED may establish with a portion of the proceeds from the PROOF Token Distribution. 28% of PROOF tokens remain with the project team, 10% are for project advisors, 10% are for Partners (Business Developers), 2% are reserved for bounty. All such PROOFTECH LIMITED Parties will participate on the same terms as every other buyer of PROOF Tokens and will be bound by this Agreement.
- 2.4. No Representations and Warranties. PROOF Tokens will be distributed to Buyers thereof pursuant to the Agreement. None of the PROOFTECH LIMITED Parties makes any representations or warranties, expressed or implied, including, without limitation, any warranties of title or implied warranties of merchantability or fitness for a particular purpose with respect to the PROOF Smart Contract or PROOF Tokens or their utility, or the ability of anyone to purchase or use PROOF Tokens. Without limiting the foregoing, none of the PROOFTECH LIMITED Parties represents or warrants that the process of purchasing PROOF Tokens or receiving PROOF Tokens will be uninterrupted or error-free or that PROOF Tokens are reliable and error-free. As a result, Buyer acknowledges and understands that Buyer may never receive PROOF Tokens and may lose the entire amount Buyer paid to PROOFTECH

LIMITED. Buyer shall provide an accurate digital wallet address to PROOFTECH LIMITED for receipt of any PROOF Tokens distributed to Buyer pursuant to the PROOF Smart Contract.

- 2.5. Not an Offering of Securities, Commodities, or Swaps. The sale of PROOF Tokens and PROOF Tokens themselves are not software, securities, commodities, swaps on either securities or commodities or a financial instrument of any kind. Purchases and sales of PROOF Tokens are not subject to the protections of any laws governing those types of financial instruments. This Agreement and all other documents referred to in this Agreement including the White Paper do not constitute a prospectus or offering document, and are neither an offer to sell, nor the solicitation of an offer to buy an investment, a security, commodity, or a swap on either a security or commodity.
- 2.6. Not an Investment. Buyer should not participate in the purchase of PROOF Tokens for investment purposes. PROOF Tokens are not designed for investment purposes and should not be considered as a type of investment.
- 2.7. No guarantee to launch the Prover Platform. Buyer acknowledges, understands and agrees that Buyer should not expect and there is no guarantee or representation or warranty by PROOFTECH LIMITED that: (a) the Prover Platform will ever be adopted; (b) the Prover Platform will be adopted as developed by PROOFTECH LIMITED and not in a different or modified form; (c) a smart contract utilizing or adopting the Prover Platform will ever be launched.

ARTICLE THREE: NO OTHER RIGHTS CREATED

- 3.1. No Loan or Ownership Interest. The purchase of PROOF Tokens: (a) is not a loan to PROOFTECH LIMITED; and (b) does not provide Buyer with any ownership or other interest in PROOFTECH LIMITED.
- 3.2. Intellectual Property. PROOFTECH LIMITED retains all right, title and interest in all of its intellectual property, including without limitation inventions, ideas, concepts, code, discoveries, processes, marks, methods, software, compositions, formulae, techniques, information and data, whether or not patentable, copyrightable or protectable in trademark, and any trademarks, copyright or patents based thereon. Buyer may not use any of PROOFTECH LIMITED's intellectual property for any reason without PROOFTECH LIMITED's prior written consent.

ARTICLE FOUR: SECURITY AND DATA; TAXES

- 4.1. Security and Data Privacy.
 - a. Buyer's Security. Buyer will implement reasonable and appropriate measures designed to secure access to: (i) any device associated with Buyer and utilized in connection with Buyer's purchase of PROOF Tokens; (ii) private keys to Buyer's wallet or token account; and (iii) any other username, passwords or other login or identifying credentials. In the event that Buyer is no longer in possession of Buyer's private keys or any device associated with Buyer's account or is not able to provide Buyer's login or identifying credentials, Buyer may lose all of Buyer's

PROOF Tokens and/or access to Buyer's account. PROOFTECH LIMITED is under no obligation to recover any PROOF Tokens and Buyer acknowledges, understands and agrees that all purchases of PROOF Tokens are non-refundable and Buyer will not receive money or other compensation for any PROOF Tokens purchased.

- b. Additional Information. Upon PROOFTECH LIMITED's request, Buyer will immediately provide information to PROOFTECH LIMITED and documents that PROOFTECH LIMITED, in its sole discretion, deems necessary or appropriate to comply with any laws, regulations, rules or agreements, including without limitation judicial process. Such documents include, but are not limited to, passport, driver's license, utility bills, photographs of associated individuals, government identification cards, or sworn statements. Buyer consents to PROOFTECH LIMITED disclosing such information and documents in order to comply with applicable laws, regulations, rules or agreements. Buyer acknowledges that PROOFTECH LIMITED may refuse to distribute PROOF Tokens to Buyer or to utilize PROOF Tokens in the Prover Platform until such requested information is provided.

- 4.2. Taxes. Buyer acknowledges, understands and agrees that: (a) the purchase and receipt of PROOF Tokens may have tax consequences for Buyer; (b) Buyer is solely responsible for Buyer's compliance with Buyer's tax obligations; and (c) PROOFTECH LIMITED bears no liability or responsibility with respect to any tax consequences to Buyer; (d) PROOF Tokens price does not include VAT or consumption tax. Buyer may be considered as tax agent in accordance with the laws of his/her tax residency.

ARTICLE FIVE: REPRESENTATIONS AND WARRANTIES OF BUYER

By buying PROOF Tokens, Buyer represents and warrants to each of the PROOFTECH LIMITED Parties that:

- 5.1. Not a US Person: Buyer is not a U.S. person as indicated in Art. 2.2.
- 5.2. Not a Singapore Person: Buyer is not a Singapore person as indicated in Art. 2.2.
- 5.3. Authority. Buyer has all requisite power and authority to execute and deliver this Agreement, to use the PROOF Smart Contract, purchase PROOF Tokens, and to carry out and perform its obligations under this Agreement.
 - a. If an individual, Buyer is at least 18 years old and of sufficient legal age and capacity to purchase PROOF Tokens.
 - b. If a legal person, Buyer is duly organized, validly existing and in good standing under the laws of its domiciliary jurisdiction and each jurisdiction where it conducts business.
- 5.4. No Conflict. The execution, delivery and performance of this Agreement 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 Buyer's organizational documents, if applicable; (b) any provision of any judgment,

decree or order to which Buyer 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 Buyer is a party or by which it is bound; or (d) any laws, regulations or rules applicable to Buyer.

5.5. No Consents or Approvals. The execution and delivery of, and performance under, this Agreement require no approval or other action from any governmental authority or person other than Buyer.

5.7. Buyer Knowledge and Risks of Project. Buyer has sufficient knowledge and experience in business and financial matters, including a sufficient understanding of blockchain or cryptographic tokens and other digital assets, smart contracts, storage mechanisms (such as digital or token wallets), blockchain-based software systems and blockchain technology, to be able to evaluate the risks and merits of Buyer's purchase of PROOF Tokens, including but not limited to the matters set forth in this Agreement, and is able to bear the risks thereof, including loss of all amounts paid, loss of PROOF Tokens, and liability to the PROOFTECH LIMITED Parties and others for its acts and omissions, including with limitation those constituting breach of this Agreement, negligence, fraud or willful misconduct. Buyer has obtained sufficient information in order to make an informed decision to purchase PROOF Tokens.

5.8. Funds; Payments.

a. Funds. The funds, including virtual currency or cryptocurrency, Buyer uses to purchase PROOF Tokens are not derived from or related to any unlawful activities, including but not limited to money laundering or terrorist financing, and Buyer will not use PROOF Tokens to finance, engage in, or otherwise support any unlawful activities.

b. Payments. All payments by Buyer under this Agreement will be made only in Buyer's name, from a digital wallet or bank account not located in a country or territory that has been designated as a "non-cooperative country or territory" by the Financial Action Task Force, and is not a "foreign shell bank" within the meaning of the U.S. Bank Secrecy Act (31 U.S.C. § 5311 *et seq.*), as amended, and the regulations promulgated thereunder by the Financial Crimes Enforcement Network, as such regulations may be amended from time to time.

5.9. Miscellaneous Regulatory Compliance.

a. Anti-Money Laundering; Counter-Terrorism Financing. To the extent required by applicable law, Buyer complies with all anti-money laundering and counter-terrorism financing requirements.

b. Sanctions Compliance. Neither Buyer, nor any person having a direct or indirect beneficial interest in Buyer or PROOF Tokens being acquired by Buyer, or any person for whom Buyer is acting as agent or nominee in connection with PROOF Tokens, is the subject of sanctions administered or enforced by any country or government (collectively, "Sanctions") or is organized or resident in a country or territory that is the subject of country-wide or territory-wide Sanctions.

ARTICLE SIX: DISCLAIMERS

- 6.1. Buyer expressly acknowledges, understands and agrees that Buyer uses the PROOF Smart Contract and purchases PROOF Tokens at the Buyer's sole risk and that the PROOF Smart Contract and PROOF Tokens are each provided, used and acquired on an "AS IS" and on an "AS AVAILABLE" basis without representations, warranties, promises or guarantees whatsoever of any kind by PROOFTECH LIMITED and Buyer shall rely on its own examination and investigation thereof.
- 6.2. No Representation or Warranty. (A) PROOFTECH LIMITED DOES NOT MAKE AND EXPRESSLY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESSED, IMPLIED OR STATUTORY; AND (B) WITH RESPECT THE PROOF Smart Contract AND PROOF TOKENS, PROOFTECH LIMITED SPECIFICALLY DO NOT REPRESENT AND WARRANT AND EXPRESSLY DISCLAIM ANY REPRESENTATION OR WARRANTY, EXPRESSED, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATIONS OR WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY OR THE ABSENCE OF ANY DEFECTS THEREIN, WHETHER LATENT OR PATENT.

ARTICLE SEVEN: RISKS

PROOF Tokens MAY HAVE NO VALUE. BUYER MAY LOSE ALL AMOUNTS PAID. Buyer has carefully reviewed, acknowledges, understands and assumes the following risks, as well as all other risks associated with PROOF Tokens (including those not discussed herein), all of which could render PROOF Tokens worthless or of little value:

- 7.1. Purchase Price Risk. The purchase price Buyer receives for PROOF Tokens depends upon the actions of all other users sending ETH or CPT to the PROOF Smart Contract during the same period. Everyone sending ETH during the same period receives the same price. It is possible for other people to send in a large amount of ETH after Buyer and dramatically increase the price Buyer and everyone else pays per PROOF Token received. There are no guarantees as to the price of PROOF Tokens purchased by Buyer and no guarantees that the price per PROOF Token determined for each period by the market will be equal to or higher in the subsequent periods of the PROOF Distribution Period. There is the possibility that the price per PROOF Token in subsequent periods of the PROOF Distribution Period falls below the price paid by initial buyers of PROOF Tokens during the PROOF Distribution Period. PROOFTECH LIMITED reserves the right to change the duration of the PROOF Distribution Period for any reason, including, without limitation, bugs in the PROOF Smart Contract or the unavailability of the Website or other unforeseen procedural or security issues.
- 7.2. Blockchain Delay Risk. On the Ethereum blockchain, timing of block production is determined by proof of work, so, block production can occur at random times. For example, ETH contributed to the PROOF Smart Contract in the final seconds of a distribution period may not get included for that period. Buyer acknowledges and understands that the Ethereum blockchain may not include the Buyer's transaction at the time Buyer expects and Buyer may not receive PROOF Tokens the same day
Buyer sends ETH.

- 7.3. Ethereum Blockchain. The Ethereum blockchain is prone to periodic congestion during which transactions can be delayed or lost. Individuals may also intentionally spam the Ethereum network in an attempt to gain an advantage in purchasing cryptographic tokens. Buyer acknowledges and understands that Ethereum block producers may not include Buyer's transaction when Buyer wants or Buyer's transaction may not be included at all.
- 7.4. Ability to Transact or Resell. Buyer may be unable to sell or otherwise transact in PROOF Tokens at any time, or at the price Buyer paid. By using the PROOF Smart Contract or by purchasing PROOF Tokens, Buyer acknowledges, understands and agrees that: (a) PROOF Tokens may have no value; (b) there is no guarantee or representation of liquidity for PROOF Tokens; and (c) the PROOFTECH LIMITED Parties are not and shall not be responsible for or liable for the market value of PROOF Tokens, the transferability and/or liquidity of PROOF Tokens and/or the availability of any market for PROOF Tokens through third parties or otherwise.
- 7.5. Token Security. PROOF Tokens may be subject to expropriation and/or theft. Hackers or other malicious groups or organizations may attempt to interfere with the PROOF Smart Contract or PROOF Tokens in a variety of ways, including but not limited to malware attacks, denial of service attacks, consensus-based attacks, Sybil attacks, smurfing and spoofing. Furthermore, because the Ethereum platform rests on open source software and PROOF Tokens are based on open source software, there is the risk that Ethereum smart contracts may contain intentional or unintentional bugs or weaknesses which may negatively affect PROOF Tokens or result in the loss of Buyer's PROOF Tokens, the loss of Buyer's ability to access or control Buyer's PROOF Tokens or the loss of ETH in Buyer's account. In the event of such a software bug or weakness, there may be no remedy and holders of PROOF Tokens are not guaranteed any remedy, refund or compensation.
- 7.6. Access to Private Keys. PROOF Tokens purchased by Buyer may be held by Buyer in Buyer's digital wallet or vault, which requires a private key or a combination of private keys for access. Accordingly, loss of requisite private key(s) associated with Buyer's digital wallet or vault storing PROOF Tokens will result in loss of such PROOF Tokens, access to Buyer's PROOF Token balance and/or any initial balances in blockchains created by third parties. Moreover, any third party that gains access to such private key(s), including by gaining access to login credentials of a hosted wallet or vault service Buyer uses, may be able to misappropriate Buyer's PROOF Tokens. PROOFTECH LIMITED is not responsible for any of such losses.
- 7.7. Reliance on Third-Parties. Even if completed, the Prover Platform will rely, in whole or partly, on third parties to adopt and implement it and to continue to develop, supply, and otherwise support it. There is no assurance or guarantee that those third parties will complete their work, properly carry out their obligations, or otherwise meet anyone's needs, all this might have a material adverse effect on the Prover Platform.
- 7.8. Failure to Map a Public Key to Buyer's Account. Buyer's failure to map a public key to Buyer's account may result in third parties being unable to recognize Buyer's PROOF Token balance on the Ethereum blockchain when and if they configure the

initial balances of a new blockchain based upon the Prover Platform of which PROOFTECH LIMITED makes no representation or guarantee.

- 7.9. Exchange & Counterparty Risks. If Buyer sends ETH to the PROOF Smart Contract from an exchange or an account that Buyer does not control, pursuant to the PROOF Smart Contract, PROOF Tokens will be allocated to the account that has sent ETH; therefore, Buyer may never receive or be able to recover Buyer's PROOF Tokens. Furthermore, if Buyer chooses to maintain or hold PROOF Tokens through a cryptocurrency exchange or other third party, Buyer's PROOF Tokens may be stolen or lost. In addition, third parties may not recognize Buyer's claim to any derivative tokens if and when launched by third parties according to the distribution rules set in the Prover Platform. By using the PROOF Smart Contract and/or by purchasing PROOF Tokens, Buyer acknowledges and agrees that Buyer sends ETH to the PROOF Smart Contract through an exchange account and/or holds PROOF Tokens on a cryptocurrency exchange or with another third party at Buyer's own and sole risk.
- 7.10. Hardfork and Ethereum blockchain collapse risks. Buyer is aware of the specifics of Ethereum blockchain technology. In case hard-fork or double spending (51% attack) in Ethereum blockchain, all or part of PROOF Tokens and the PROOF Smart Contract may be lost or become unavailable to exploit. PROOFTECH LIMITED may not be held liable for any Damages or losses caused by these events and does not guarantee the safety and stability of PROOF Tokens, received ETH or the PROOF Smart Contract.
- 7.11. Changes to the Prover Platform. The Prover Platform is still under development and may undergo significant changes over time. Although PROOFTECH LIMITED intends for the Prover Platform to have the features and specifications set forth in the White Paper, PROOFTECH LIMITED may make changes to such features and specifications for any number of reasons, and any party that adopts the Prover Platform also may make changes, any of which may mean that the Prover Platform does not meet Buyer's expectation.
- 7.12. Project Completion. The development of the Prover Platform may be abandoned for a number of reasons, including but not limited to lack of interest from the public, lack of funding, lack of commercial success or prospects, or departure of key personnel.
- 7.13. Uncertain Regulatory Framework. The regulatory status of cryptographic tokens, digital assets and blockchain technology is unclear or unsettled in many jurisdictions. It is difficult to predict how or whether governmental authorities will regulate such technologies. It is likewise difficult to predict how or whether any governmental authority may make changes to existing laws, regulations and/or rules that will affect cryptographic tokens, digital assets, blockchain technology and its applications. Such changes could negatively impact PROOF Tokens in various ways, including, for example, through a determination that PROOF Tokens are regulated financial instruments that require registration. PROOFTECH LIMITED may cease the distribution of PROOF Tokens, the development of the Prover Platform or cease

operations in a jurisdiction in the event that governmental actions make it unlawful or commercially undesirable to continue to do so.

- 7.14. Risk of Government Action. As noted above, the industry in which PROOFTECH LIMITED operates is new, and may be subject to heightened oversight and scrutiny, including investigations or enforcement actions. There can be no assurance that governmental authorities will not examine the operations of PROOFTECH LIMITED and/or pursue enforcement actions against PROOFTECH LIMITED. Such governmental activities may or may not be the result of targeting PROOFTECH LIMITED in particular. All of this may subject PROOFTECH LIMITED to judgments, settlements, fines or penalties, or cause PROOFTECH LIMITED to restructure its operations and activities or to cease offering certain products or services, all of which could harm PROOFTECH LIMITED's reputation or lead to higher operational costs, which may in turn have a material adverse effect on PROOF Tokens and/or the development of the Prover Platform.

ARTICLE EIGHT: LIMITATION OF LIABILITY; INDEMNIFICATION

- 8.1. Limitation of Liability. To the fullest extent permitted by applicable law, Buyer disclaims any right or cause of action against the PROOFTECH LIMITED Parties of any kind in any jurisdiction that would give rise to any Damages whatsoever, on the part of any PROOFTECH LIMITED Party. Each of the PROOFTECH LIMITED Parties shall not be liable to Buyer for any type of Damages, even if and notwithstanding the extent a PROOFTECH LIMITED Party has been advised of the possibility of such Damages. Buyer agrees not to seek any refund, compensation or reimbursement from a PROOFTECH LIMITED Party, regardless of the reason, and regardless of whether the reason is identified in this Agreement.
- 8.2. Damages. In no circumstances will the aggregate joint liability of the PROOFTECH LIMITED Parties, whether in contract, warrant, tort or other theory, for Damages to Buyer under this Agreement exceed the amount received by PROOFTECH LIMITED from Buyer.
- 8.3. Force Majeure. Buyer understands and agrees that PROOFTECH LIMITED shall not be liable and disclaims all liability to Buyer in connection with any force majeure event, including Acts of God, labour disputes or other industrial disturbances, electrical, telecommunications, hardware, software or other utility failures, software or smart contract bugs or weaknesses, Ethereum blockchain hard-fork, double spending attack, earthquakes, storms, or other nature-related events, blockages, embargoes, riots, acts or orders of government, acts of terrorism or war, technological change, changes in interest rates or other monetary conditions, and, for the avoidance of doubt, changes to any blockchain-related protocol.
- 8.4. Release. To the fullest extent permitted by applicable law, Buyer releases the PROOFTECH LIMITED 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 Buyer and the acts or omissions of third parties.

8.5. Indemnification.

- a. To the fullest extent permitted by applicable law, Buyer will indemnify, defend and hold harmless and reimburse the PROOFTECH LIMITED Parties from and against any and all actions, proceedings, claims, Damages, demands and actions (including without limitation fees and expenses of counsel), incurred by a PROOFTECH LIMITED Party arising from or relating to: (i) Buyer's purchase or use of PROOF Tokens; (ii) Buyer's responsibilities or obligations under this Agreement; (iii) Buyer's breach of or violation of this Agreement; (iv) any inaccuracy in any representation or warranty of Buyer; (v) Buyer's violation of any rights of any other person or entity; and/or (vi) any act or omission of Buyer that is negligent, unlawful or constitutes willful misconduct.
- b. PROOFTECH LIMITED reserves the right to exercise sole control over the defense, at Buyer's expense, of any claim subject to indemnification under this Section 8.5. This indemnity is in addition to, and not in lieu of, any other indemnities set forth in a written agreement between Buyer and PROOFTECH LIMITED.

ARTICLE NINE: DISPUTE RESOLUTION

- 9.1. Informal Dispute Resolution. Buyer and PROOFTECH LIMITED shall cooperate in good faith to resolve any dispute, controversy or claim arising out of, relating to or in connection with this Agreement, including with respect to the formation, applicability, breach, termination, validity or enforceability thereof (a "Dispute"). If the Parties are unable to resolve a Dispute within ninety (90) days of notice of such Dispute being received by all Parties, such Dispute shall be finally settled by Binding Arbitration as defined in Section 9.2 below.
- 9.2. Binding Arbitration. Any Dispute not resolved within 90 days as set forth in Section 9.1 shall be referred to and finally resolved by The International Arbitration and Cryptography Centre Limited ("IACC") rules in effect at the time of the arbitration, except as they may be modified herein or by mutual agreement of the Parties. The number of arbitrators shall be three. One arbitrator shall be selected by PROOFTECH LIMITED, one arbitrator shall be selected by the Buyer, one arbitrator shall be nominated by arbitrators selected by the Parties. The seat, or legal place, of arbitration shall be London, England. Arbitration hearings will be held online in accordance with IACC rules. The language to be used in the arbitral proceedings shall be English. The arbitration award shall be final and binding on the Parties ("Binding Arbitration"). The Parties undertake to carry out any award without delay and waive their right to any form of recourse insofar as such waiver can validly be made. Judgment upon the award may be entered by any court having jurisdiction thereof or having jurisdiction over the relevant Party or its assets. PROOFTECH LIMITED and Buyer will each pay their respective attorneys' fees and expenses. Notwithstanding the foregoing, PROOFTECH LIMITED reserves the right, in its sole and exclusive discretion, to assume responsibility for any or all of the costs of the arbitration.
- 9.3. No Class Arbitrations, Class Actions or Representative Actions. Any dispute arising out of or related to this Agreement is personal to Buyer and PROOFTECH LIMITED 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.

ARTICLE TEN: MISCELLANEOUS

- 10.1. Governing Law. This Agreement shall be governed in all respects, including but not limited to its validity, interpretation and effect ex aequo et bono.
- 10.2. Entire Agreement. This Agreement, including the exhibits attached hereto and the materials incorporated herein by reference, constitutes the entire agreement between the Parties and supersedes all prior or contemporaneous agreements and understandings, both written and oral, between the Parties with respect to the subject matter hereof, including, without limitation, any public or other statements or presentations made by any PROOFTECH LIMITED Party about PROOF Tokens, the Prover Platform, Blockchain Tokens.
- 10.3. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, inoperative or unenforceable 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.
- 10.4. Modification of Agreement. PROOFTECH LIMITED may modify this Agreement at any time by posting a revised version on the Website, available at <Prover.io>. The modified terms will become effective upon posting. It is Buyer's responsibility to check the Website regularly for modifications to this Agreement. This Agreement was last modified on the date listed at the beginning of this Agreement.
- 10.5. Termination of Agreement; Survival. PROOFTECH LIMITED reserves the right to terminate this Agreement, in its sole discretion, in the event that Buyer breaches this Agreement. Upon termination of this Agreement: (a) all Buyer's rights under this Agreement immediately terminate; (b) Buyer is not entitled to a refund of any amount paid; and (c) Articles 3, 4, 6, 7, 8, 9, and 10 will continue to apply in accordance with their terms.
- 10.6. No Waivers. The failure by PROOFTECH LIMITED to exercise or enforce any right or provision of this Agreement will neither constitute a present or future waiver of such right or provision, nor limit PROOFTECH LIMITED's right to enforce such right or provision at a later time. All waivers by PROOFTECH LIMITED must be unequivocal and in writing to be effective.
- 10.7. No Partnership; No Agency; No Third Party Beneficiaries. Nothing in this Agreement and no action taken by the Parties shall constitute, or be deemed to constitute, a partnership, association, joint venture or other co-operative entity between the Parties. Nothing in this Agreement and no action taken by the Parties pursuant to this Agreement shall constitute, or be deemed to constitute, either Party, or the agent of

the other Party for any purpose. No Party has, pursuant to this Agreement, any authority or power to bind or to contract in the name of the other Party. This Agreement does not create any third party beneficiary rights in any person.

- 10.8. Electronic Communications. Buyer agrees and acknowledges that all agreements, notices, disclosures and other communications that PROOFTECH LIMITED provides to Buyer pursuant to this Agreement or in connection with or related to Buyer's purchase of PROOF Tokens, including this Agreement, may be provided by PROOFTECH LIMITED, in its sole discretion, to Buyer, in electronic form.

EXHIBIT A

PROOF TOKEN DISTRIBUTION

1. PROOF Tokens Distribution starts on 30.01.2018 00:00:00 GMT and ends on 31.03.2018 00:00:00 GMT. The PROOF Smart Contract carries out the emission of PROOF Tokens. Emission is not limited during Tokens Distribution period.
2. The price of 1 PROOF Token is 0.01\$. For early investors: 1 PROOF Token is 0,0087\$ at the first day of Tokens Distribution, 1 PROOF Token is 0,009\$ during the first week of Tokens Distribution. For large investors 1 PROOF is 0,0083\$ in case of one-time investment of more than 50'000,00\$.
3. Payment is made in ETH. The rate of ETH to the US dollar is set by PROVER Team and can be updated during Tokes Distribution period.
4. Cryptaur Tokens ("CPT") holders can purchase PROOF Tokens by sending CPT Tokens to PROOF Smart Contract address and get 1,50 PROOF = 1,00 CPT.
5. Additional emission of PROOF tokens is allowed. The decision to conduct an additional emission take by voting the key owners of the tokens. The decision is made by a simple majority of votes.