



MEMORY TOKENS SALE AGREEMENT

Last updated: 26.03.2018

This Sale Agreement of Memory Tokens (hereinafter referred to as the “**Agreement**”) summarizes the principal terms proposed by Memory, where Memory is a trading name of Memory OÜ, a private limited company duly incorporated and registered under the laws of Estonia, with its registered office at Harju maakond, Tallinn, Kesklinna linnaosa, Parda tn 4-411-1, 10151, company’s registry code: 14453811 (hereinafter referred to as the “**Seller**”) regarding the purchase of Memory Tokens which will be issued and made available for You by the Seller (hereinafter referred to as the “**Buyer**” or “**You**”). The Agreement are an integral part of Memory Tokens Sale General Terms & Conditions, which shall be incorporated herein by reference.

PLEASE READ CAREFULLY THESE AGREEMENT BEFORE PURCHASING MEMORY TOKENS, AS THEY AFFECT YOUR OBLIGATIONS AND LEGAL RIGHTS, INCLUDING, BUT NOT LIMITED TO, WAIVERS OF RIGHTS AND LIMITATIONS OF LIABILITY. IF YOU DO NOT AGREE WITH THESE AGREEMENT, YOU SHALL NOT PURCHASE MEMORY TOKENS. BY PURCHASING MEMORY TOKENS DURING ANY SALE PERIOD SET FORTH HEREIN FROM THE SELLER, YOU AGREE TO BE BOUND BY THESE AGREEMENT, AND THUS YOUR PURCHASE OF MEMORY TOKENS IS SUBJECT TO THESE AGREEMENT.

You and the Seller hereinafter collectively referred to as the “**Parties**” and separately – as the “**Party**”. Terms capitalized but not defined herein shall take their meaning from capitalized terms in the Memory Tokens Sale General Terms & Conditions (available at memory.io/docs/Memory_general_terms_&_conditions_EN.pdf).

RECITAL

WHEREAS, the Seller developed, launched and maintains a digital Blockchain-based platform (not a legal entity), available through the Website that is designed to enable users to order and use encrypted decentralized cloud storage of data, as new options become available on the market (hereinafter referred to as the “**Platform**”); and

WHEREAS, the Seller is going to issue its utility Ethereum-based digital tokens called the “**EMT**” (Ethereum Memory Token), which will give their owner the right to respectively exchange them to the Seller’s utility digital tokens called the “**MMR**” under condition that the required minimum floor amount condition is satisfied during established sale period as described hereunder; and

WHEREAS, the MMR is cryptographic tokens, which is software digital product (not being

digital currency), created by the Seller as the software digital for making purchases and payments for the Memory services on the Platform, which the Seller is willing to sell to You during established sale period as described hereunder; and

WHEREAS, You want to purchase EMT and respectively exchange it to the MMR pursuant to the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the covenants, agreements and terms contained herein, the Parties agree as follows:

SECTION 1. USE OF MMR AND EMT

1.1. You understand, acknowledge and accept that during the established sale period as described hereunder you will only be able to purchase only the EMT, which will could be used only to be exchanged to the MMR under condition that the Memory tokens sale minimum floor amount condition is satisfied during established sale period as described hereunder. The EMT exist only for Your convenience just for the purposes to duly organize the sale of MMR. Any person who possesses EMT may exchange them to the MMR after the July 31, 2018, through the Memory application or Website, at a rate of 1:1 without any commissions. There will be no reverse exchange to EMT. All EMT that are exchanged to MMR will be automatically destroyed. All EMT operations are written into a Blockchain register with compulsory and automated hash entry into the chain of blocks. Such register is visible to everyone, but information is unchangeable and anonymous. This provides additional transparency and security.

1.2. You understand, acknowledge and accept that MMR will be used as virtual currency on the Platform. Any person who possesses MMR may use all functions of the Platform, subject to the terms set forth in the Memory Tokens Sale General Terms & Conditions. All MMR operations on the Platform, including but not limited to those between user accounts, are written into a Blockchain register with compulsory and automated hash entry into the chain of blocks. Such register is visible to everyone, but information is unchangeable and anonymous. This provides additional transparency and security. The Seller has prepared a Whitepaper (the "**Memory Whitepaper**"), located at memory.io/docs/whitepaper_memory.pdf, to describe matters related to Memory project, included, but not limited to, any technological aspects and software matters solely for information purposes. However, the Memory Whitepaper does not and shall not be construed to constitute a legally binding agreement, contract or understanding between the Parties and is not part of these Agreement.

1.3. By buying EMT and/or subsequently exchanging of EMT to the MMR hereunder, You expressly accept all terms and conditions, described herein, and agree to be bound thereby and comply therewith.

SECTION 2. SCOPE OF TERMS

2.1. You hereunder commit to purchase EMT for Bitcoin ("BTC") and/or Ethereum ("ETH") and/or other supported type of cryptocurrency (ies) and/or payment methods, and the Seller hereby expressly agrees, subject to the Agreement, to sell EMT to You. To purchase EMT, You must transfer payment as set forth herein and provided You meet all obligations required herein or in the Memory Tokens Sale General Terms & Conditions. Once the Seller has received Your payment and after the Sale Period (as defined below) end, the Seller will transfer You an amount of EMT, which is equivalent to the amount of Your payment adjusted to the bonuses, discounts and other modifiers applicable, to Your ETH-address. Eligible buyers meeting the requirements herein and in the Memory Tokens Sale General Terms & Conditions may purchase EMT from the Seller during the Pre-Sale Period from May 16, 2018 to May 30, 2018, and Public Sale Period from May 31, 2018 to

October 1, 2018 (hereinafter collectively referred to as the “**Sale Period**”), when Buyers will buy EMT by paying for them in advance. All of the token sales occurring during the Sale Period shall hereinafter collectively referred to as the “**Memory Tokens Sale**”. The purchase, sale and use of EMT and/or MMR and relations between the Parties shall be governed hereby as well as by the Memory Tokens Sale General Terms & Conditions. You agree to be solely responsible for any applicable taxes imposed on EMT and MMR purchased hereunder.

SECTION 3. ACCEPTANCE, PURCHASE PRICE AND PAYMENT

3.1. Initial cost of one EMT is USD \$0.1 during the Sale Period and such purchase price is not subject to change within the Sale Period, provided however that some bonuses in the form of discounted purchase price may be provided, which cannot be construed as change to the purchase price. For purchases made in the following periods the Seller will provide corresponding to such a period a discount off the purchase price which is set for one EMT:

- from May 16, 2018 to May 30, 2018 – a 20% discount off, and this discount will be given only to those purchases who purchase EMT from the dedicated pool: 60,000,000 EMT. All EMT, unsold during the Pre-Sale Period, will be added to the Public Sale reserve;
- from May 31, 2018 to June 30, 2018 – a 15% discount off;
- from July 1, 2018 to July 31, 2018 – a 10% discount off; and
- from August 1, 2018 to August 31, 2018 – a 5% discount off.

No bonuses are presupposed for purchases made after August 31, 2018.

3.2. In order to purchase EMT You shall send ETH/BTC/other supported type of cryptocurrency (ies)/fiat payment in the amount which is equivalent to the amount of EMT You are willing to receive for such payment to the ETH- or BTC- or other address of the Seller’s supported payment methods. The Seller has established a minimum transaction amount, which is USD \$0.1 for Sale Period.

SECTION 4. OTHER CONDITIONS OF MMR PURCHASE

4.1. The current number of MMR is 1,500,000,000. The Seller will issue EMT in the amount of 57% of all MMR during the Sale Period, namely 855,000,000 EMT. If the Seller does not sell all 855,000,000 EMT during the Sale Period, the remaining unsold EMT as well as the equivalent amount of MMR will be destroyed. The total number of all EMT for the Sale Period is 855,000,000 and their number will correspond to the amount of MMR at the end of the Sale Period, so the same number of MMR as the unsold EMT will be destroyed.

4.2. During the First Sale Period:

4.2.1. the maximum cap to raise is USD \$150,000,000;

4.2.2. minimum floor to raise is set at USD \$5,000,000, provided however, if the Seller fails to sell EMT equivalent to the minimum floor amount within the Sale Period, all MMR corresponding to the amount of purchased EMT during the Sale Period will neither be issued nor distributed, and the purchase price paid by You will be automatically rejected and returned to You.

4.3. Assuming the minimum floor amount condition is satisfied, the Seller will make available MMR for distribution in exchange for the corresponding amount of purchased EMT, immediately after the July 31, 2018. The final date of the Memory Tokens Sale shall be August 31, 2018, provided however there may be minimal delay in the exchange and distribution of MMR due to technical issues and/or the completion of regulatory verification and screening. The MMR can be used immediately after distribution for making purchases and payments on the Platform. You hereby understand and agree there is only one Token Sale Period. In order to receive EMT, You shall possess an ETH-wallet

given that the EMT distribution will be carried out using specially deployed token sale smart contracts. To purchase EMT, You shall only send funds in the amount which is corresponding to the amount of the EMT You are willing to receive for such payment. You may be required to manually set Your ETH-wallet to monitor the token sale smart contract to receive EMT. BUT YOU ARE PROHIBITED FROM SENDING FUNDS TO PURCHASE EMT FROM ANY CRYPTOCURRENCY EXCHANGES. THE USE OF ANY ONLINE EXCHANGE SERVICES (E.G., KRAKEN, COINBASE, POLONIEX, ETC.), OR USE OF JAXX AND MULTI-SIGNATURE WALLETS WILL AUTOMATICALLY LEAD TO THE LOSS OF ALL ETH/BTC/OTHER CRYPTOCURRENCY YOU ATTEMPT TO PAY HEREUNDER. Seller does not store or possess any of Your personal wallet codes nor can the Seller access or use wallet on Your behalf. You are also required to register on the Website of the Seller as set forth in the Memory Tokens Sale General Terms & Conditions (available at memory.io/docs/Memory_general_terms_&_conditions_EN.pdf) and Memory Privacy Policy (available at memory.io/docs/Memory_privacy_policy_EN.pdf) and to comply with the provisions of such documents. TO THE EXTENT ALLOWABLE PURSUANT TO APPLICABLE LAW OF REGULATION, EMT WILL BE USED ONLY TO BE EXCHANGED TO THE MMR, AND THUS ANY OTHER USE OF EMT IS A DECISION MADE AT YOUR SOLE RISK AND DISCRETION. TO THE EXTENT ALLOWABLE PURSUANT TO APPLICABLE LAW OF REGULATION, MMR WILL BE USED AS IN-SERVICE CURRENCY ON THE PLATFORM, AND THUS ANY OTHER USE OF MMR IS A DECISION MADE AT YOUR SOLE RISK AND DISCRETION.

4.4. During Sale Period the Seller inter alia accepts contributions from the US-accredited investors, but such accredited investors are required to undergo the verification process according to the KYC policy and procedure. In case you are US-accredited investor and thus fall under such verification process, all payments for EMT purchase will be displayed in Your account in the ETH amounts until such verification process has been completed. In order for ETH to be converted into EMT, you need to successfully pass the verification check through the procedure, described below, which will be performed by the Seller with the probable assistance of third parties' services. Bonuses will be credited after the successful verification complete, and the amount of bonuses will be fixed at the time of the contribution.

4.5. The verification has to be passed by the end of the Token Sale, some technical delays are possible. The verification process is intended to take up to 48 hours from the moment the user submits all of his/her necessary documents. The verification cost is absorbed by the Seller. Because of the extra resources required for the implementation of the verification, and irrespective to other provisions hereof, the minimum transaction amount for US-accredited investors during the Public Sale Period is 1 ETH, including the account verification cost of USD \$70. For the rest of the world, the minimum transaction amount remains the same – USD \$0.1, as provided above.

4.6. All MMR will be reflected in Your account as soon as recorded in the Blockchain and distributed within the Blockchain as soon as Memory Tokens Sale is over, provided however that (i) the regulatory screening and verification process may result in a delay AND (ii) it is expected that certain minimal technical run time would be necessary to enable the first-time use of MMR on the Platform upon launch. Nothing herein may be construed as selling or delivering MMR before Platform launch or preventing You from Your MMR use on the Platform immediately after distribution. Any delay deliver of MMR to You is due to operational delays and may not be construed as the breach hereof or Seller's misconduct.

4.7. The proceeds received by Seller from the sale of EMT / MMR to You shall only be deemed as proceeds received from sale of software services, as EMT designed just to be exchanged to the MMR, and MMR are eventually designated to provide respective data storage and other related services to users of the Platform.

SECTION 5. AML/KYC

5.1. The Seller strictly follows anti-money laundering (AML) and “know your customer” (KYC) policies and procedures. If, at any time, the Seller determines that it must or should comply with applicable law, regulations or guidance for money services businesses operating in Estonia, the United States or any other jurisdiction, the Seller may be required to file details of account activity to the appropriate government institutions from time to time. The Seller may also be required to provide information as required by law to other state or federal agencies in the United States and other jurisdictions including but not limited to reporting suspicious transactions of equivalent of USD \$ 2,000 or more to the appropriate government institutions, and maintaining records regarding transactions of equivalent of USD \$ 3,000 or more (the “Recordkeeping Requirements”).

5.2. The Seller maintains a KYC policy to comply with the Recordkeeping Requirements. The Seller aims to reasonably identify each prospective buyer of MMR by cross-checking user data against governmental watch lists, as well as third-party identity verification and authentication services. If Your proposed purchase is flagged through the Seller’s internal controls, the Seller may require additional proof of identification from You, and the Seller has the right to not permit any purchases by You until You provide additional and verifiable proof of Your identity to the Seller’s satisfaction and the Seller, in its sole discretion, approves you as a prospective buyer.

5.3. By agreeing to these Agreement, You acknowledge and agree that:

- the Seller maintains verification levels that require user participation and verification to obtain, with leveled permissions based on user-supplied information, the Seller’s ability to verify it, and the Seller’s internal policies;
- You may not be able to achieve Your desired level of verification;
- the Seller reserves the right in its sole discretion, to determine the appropriate verification level for any user, as well as the right to downgrade users without notice;
- the Seller may, from time to time, implement policies restricting verification levels by nationality, country of residence, or any other factor, which may affect Your right to purchase EMT or exchange of EMT to MMR or withdraw MMR in Your Account, and
- You shall indemnify us against any losses associated with an inability to purchase EMT or exchange of EMT to MMR, or withdraw MMR based on Your verification level;
- the Seller reserves the right to reject Your payment for the purchase of EMT in the event You fail to meet the AML/KYC requirements the Seller requires or fail to meet any other verification and screening procedures, implemented on the Platform; and
- the Seller may cooperate with law enforcement agencies by, among others, taking appropriate measures allowed by law upon any suspicion You are using the MMR or the Platform or have participated in this Memory Tokens Sale for any criminal purpose, including, money laundering.

5.4. To prevent MMR or the Platform from being used for any criminal purpose, including money laundering and/or terrorist financing purposes, the Seller may require You to provide, at a minimum, the following information:

- (a) Name;
- (b) Photo of Your passport or other identity card to show proof of identity;
- (c) Documentation that evidences Your proof of address;
- (d) Documentation that evidences Your status of professional and / or accredited investor;
- (e) Telephone number; and
- (f) E-mail address.

5.5. The Seller may request additional information at its sole discretion. Each respective Buyer of EMT agrees to provide documents or information to the satisfaction of Seller or Seller’s agent at their

respective request, including if published online on the Memory web-resources, to enable Seller to establish reasonable belief that Buyer is not breaching or violating provisions of the present Agreement, provided however the Parties strictly confirm, that Seller would have entered into this Agreement exclusively with those Buyers who are not and will not evidently and most likely breach, violate or neglect any of the provisions of this Agreement. That means that the Seller may refuse to enter into this Agreement or cancel and revoke this Agreement after its execution in the event the Buyer is not able to meet provisions and requirements hereof as well as establish reasonable Seller's belief that the Buyer shall not make such breaches or violations in future.

SECTION 6. REFUND AND CANCELLATIONS

6.1. TO THE EXTENT ALLOWABLE PURSUANT TO APPLICABLE LAW OF REGULATION, YOUR PURCHASE OF EMT FROM THE SELLER AND SUBSEQUENT EXCHANGE OF EMT TO MMR IS FINAL, AND THUS THERE ARE NO REFUNDS AND/OR CANCELLATIONS. FURTHER, EMT AND MMR ARE NOT SUBJECT TO THE REDEMPTION PROCEDURE.

SECTION 7. PURCHASE LIMITATIONS

7.1. BY PURCHASING, HOLDING, OR USING EMT AND/OR MMR, YOU ACKNOWLEDGE THAT TRANSACTIONS USING CRYPTOCURRENCIES (INCLUDING CRYPTOGRAPHIC TOKENS) ARE INHERENTLY UNSTABLE AND AGREE TO ACCEPT THAT RISK, AND AGREE THAT THE SELLER IS NOT LIABLE FOR ANY LOSS THAT YOU MAY EXPERIENCE, AND FURTHER ACKNOWLEDGE, ACCEPT AND ASSUME THE RISKS DISCUSSED IN SECTION 9 HEREIN AND IN THE MEMORY TOKENS SALE GENERAL TERMS & CONDITIONS.

7.2. THE EMT AND MMR ARE INTENDED TO BE MARKETED AND SOLD TO PARTICIPANTS ONLY IN THOSE JURISDICTIONS IN AND TO THOSE PERSONS WHERE AND TO WHOM THEY LAWFULLY MAY BE OFFERED FOR SALE. FOR THE PRE-SALE PERIOD AND PUBLIC SALE PERIOD THESE JURISDICTIONS INCLUDING NAMELY THE FOLLOWING JURISDICTIONS: THE UNITED KINGDOM, FRANCE, GERMANY, HONG KONG AND SINGAPORE AND OTHER JURISDICTIONS, EXCEPT THE UNITED STATES AND THOSE, DEFINED AS PROHIBITED BELOW HEREIN ("THE "PERMITTED JURISDICTIONS"). YOU ARE ONLY PERMITTED TO USE THE WEBSITE AND PURCHASE EMT AND EXCHANGE OF EMT TO MMR IF YOUR PRIMARY RESIDENCE OR DOMICILE IS IN ONE OF THE PERMITTED JURISDICTIONS.

7.3. THE MARKETING, OFFERING AND SALE OF THE EMT AND EXCHANGE OF EMT TO MMR IS BEING MADE IN THE PERMITTED JURISDICTIONS ON THE BASIS THAT THE EMT AND MMR TOKENS DO NOT CONSTITUTE A SECURITY, FINANCIAL INSTRUMENT OR OTHERWISE REGULATED INVESTMENT IN THOSE JURISDICTIONS SUCH THAT THE PROSPECTUS OR OTHER DISCLOSURE REQUIREMENTS AND OTHER INVESTOR SAFEGUARDS THAT WOULD APPLY TO A SECURITIES OFFERING WILL NOT APPLY TO THE ISSUANCE AND SALE OF THE EMT AND MMR IN THE PERMITTED JURISDICTIONS. IN ADDITION, THE SELLER IS NOT REGULATED IN THE PERMITTED JURISDICTIONS AND IS NOT REQUIRED TO BE REGISTERED WITH, OR LICENSED OR AUTHORIZED BY, RELEVANT AUTHORITIES IN THE PERMITTED JURISDICTIONS.

7.4. UNITED STATES CITIZENS AND/OR RESIDENTS OF THE FOLLOWING STATES AND TERRITORIES: UNITED STATES, SOUTH KOREA, JAPAN, PEOPLE'S REPUBLIC OF CHINA, – ARE NOT ELIGIBLE (ARE PROHIBITED) TO PARTICIPATE IN THE SALE PERIOD OF THE MEMORY TOKENS SALE, EXCEPT FOR ACCREDITED INVESTORS. YOU ARE ONLY ALLOWED TO PURCHASE EMT AND EXCHANGE OF EMT TO MMR IF YOU COVENANT, REPRESENT, AND THAT YOU ARE NEITHER A CITIZEN NOR PERMANENT RESIDENT OF THE ABOVEMENTIONED STATES AND YOU DO NOT PRIMARILY RESIDE IN OR TRANSACT FROM

THE ABOVEMENTIONED STATES (INCLUDING FOR THE UNITED STATES, PUERTO RICO, THE U.S. VIRGIN ISLANDS), DOES NOT OWN ANY POSSESSIONS OF THE ABOVEMENTIONED STATES.

7.5. IF YOU REPRESENT AN ENTITY OF ANY KIND, IN ORDER TO BE ELIGIBLE TO PURCHASE EMT AND EXCHANGE OF EMT TO MMR, AND BY BUYING EMT AND EXCHANGING EMT TO MMR AND/OR SIGNING THESE AGREEMENT, YOU COVENANT, REPRESENT, AND WARRANT THAT NONE OF THE OWNERS OF THE ENTITY, OF WHICH YOU ARE AN AUTHORIZED OFFICER, IS A CITIZEN OR PERMANENT RESIDENT OF THE ABOVEMENTIONED STATES, NOR DO SUCH OWNERS HAVE A PRIMARY RESIDENCE OR DOMICILE IN OR MAKES TRANSACTIONS FROM THE ABOVEMENTIONED STATES, INCLUDING MAINTAINING ANY POSSESSIONS OF THE ABOVEMENTIONED STATES.

7.6. SELLER IS NOT A STOCK, COMMODITY OR ANY OTHER INVESTMENT INSTRUMENTS EXCHANGE. EMT AND MMR ARE NOT SECURITIES AND SHALL NOT IN ANY CASE BE CONSIDERED AS SUCH, AND THE OFFER OF EMT AND MMR HAS NOT BEEN REGISTERED WITH ANY GOVERNMENT ENTITY. EMT AND MMR DO NOT REPRESENT ANY SHARE, STAKE, DEBT OR SECURITY OR EQUIVALENT RIGHTS, INCLUDING, BUT NOT LIMITED TO, ANY RIGHT TO RECEIVE FUTURE REVENUE OR PROFIT SHARES OR INTELLECTUAL PROPERTY RIGHTS OF THE SELLER OR THE SELLER'S FOUNDERS OR OWNERS, OR ANY VOTING OR GOVERNANCE RIGHTS OR ANY OTHER RIGHT TO INFLUENCE THE DEVELOPMENT OR OPERATION OF THE SELLER, AND DO NOT REPRESENT ANY OWNERSHIP RIGHT OF OR IN THE SELLER. HOLDERS OF MMR ARE ONLY ENTITLED TO A LIMITED RIGHT TO USE THEM IN CONNECTION WITH THE PLATFORM IF IT IS SUCCESSFUL LAUNCHED AND/OR OPERATED IN ACCORDANCE WITH THE MEMORY TOKENS SALE GENERAL TERMS & CONDITIONS.

7.7. IF YOUR PRIMARY RESIDENCE OR DOMICILE IS NOT IN ONE OF THE PERMITTED JURISDICTIONS, YOU ARE NOT PERMITTED TO PURCHASE EMT AND EXCHANGE OF EMT TO MMR DUE TO THE RISK OF CERTAIN REGULATORY AND TAX ISSUES AND THE SELLER RESERVES THE RIGHT TO REFUSE TO SELL EMT AND EXCHANGE OF EMT TO MMR TO YOU. SHOULD YOUR RESIDENCE OR ANY OTHER YOUR PERSONAL DATA, WHICH IS ESSENTIAL FOR YOUR STATUS OF ELIGIBLE BUYER HEREUNDER, CHANGE, YOU ARE OBLIGATED TO IMMEDIATELY NOTIFY THE SELLER AND SELLER SHALL RESERVE THE RIGHT TO REFUSE TO SELL EMT AND EXCHANGE OF EMT TO MMR TO YOU OR REFUSE ANY PURCHASE OF EMT AND EXCHANGE OF EMT TO MMR YOU HAVE MADE THAT HAS NOT BEEN SETTLED IN ACCORDANCE WITH THE MEMORY TOKENS SALE GENERAL TERMS & CONDITIONS.

7.8. THE SELLER RESERVES THE RIGHT TO CANCEL ANY EMT PURCHASE AND ANY EXCHANGE OF EMT TO MMR AT ANY TIME IN THE SELLER'S SOLE DISCRETION AND WITHOUT PRIOR NOTICE AND WITHOUT ANY LIABILITY OR FURTHER OBLIGATION OF ANY KIND WHATSOEVER TO YOU OR ANY OTHER PARTY, IN THE EVENT THE SELLER FINDS SUCH MEASURES REASONABLE AND/OR NECESSARY IN A PARTICULAR SITUATION, INCLUDING, BUT NOT LIMITED TO, UPON SUSPICION OR DETECTION THAT YOU DO NOT PRIMARILY RESIDE OR ARE NOT DOMICILED IN A PERMITTED JURISDICTION OR ARE ENGAGED IN FRAUD.

7.9. CERTAIN JURISDICTIONS EXPRESSLY PROHIBIT OR OTHERWISE RESTRICT THE OFFER, SALE AND/OR PURCHASE OF CRYPTOCURRENCIES AND/OR CRYPTOGRAPHIC TOKENS THROUGH AN INITIAL COIN OFFERING, INCLUDING BUT NOT LIMITED TO THE PRC, SOUTH KOREA AND JAPAN. EMT AND MMR MAY NOT BE MARKETED, OFFERED OR SOLD DIRECTLY OR INDIRECTLY TO ANY RESIDENTS IN THE PRC, SOUTH KOREA OR JAPAN AND NEITHER THESE TERMS NOR ANY ACCOMPANYING DOCUMENTS MAY BE SUPPLIED TO ANY RESIDENTS IN THE PRC, SOUTH KOREA OR JAPAN OR USED IN CONNECTION WITH THE OFFER OR SALE OF EMT AND MMR TO RESIDENTS IN THE PRC, SOUTH KOREA OR

JAPAN. THE INFORMATION CONTAINED IN THESE TERMS AND/OR ANY ACCOMPANYING DOCUMENTS WILL NOT CONSTITUTE AN OFFER TO SELL OR AN INVITATION, ADVERTISEMENT OR SOLICITATION OF AN OFFER TO BUY ANY EMT OR MMR WITHIN THE PRC, SOUTH KOREA OR JAPAN. FOR THE AVOIDANCE OF DOUBT, THE INFORMATION CONTAINED IN THESE TERMS AND THE MEMORY TOKENS SALE GENERAL TERMS & CONDITIONS DO NOT CONSTITUTE AND SHALL NOT BE CONSTRUED TO CONSTITUTE AN OFFER TO SELL OR AN INVITATION, ADVERTISEMENT OR SOLICITATION OF AN OFFER TO BUY EMT OR MMR WITHIN THE UNITED STATES, SOUTH KOREA, JAPAN, OR PEOPLE'S REPUBLIC OF CHINA.

7.10. ANY PERSON (A) IDENTIFIED ON, OR ACTING ON BEHALF OF ANY PERSON IDENTIFIED ON, ANY LIST OF PERSONS SUBJECT TO TRADE OR ECONOMIC SANCTIONS, INCLUDING BUT NOT LIMITED TO THE LIST OF SPECIALLY DESIGNATED NATIONALS AND BLOCKED PERSONS, OR THE CONSOLIDATED SANCTIONS LIST, MAINTAINED BY THE U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL, (B) ESTABLISHED IN, RESIDENT IN, OR OTHERWISE OPERATING FROM COUNTRIES OR TERRITORIES SUBJECT TO U.S. ECONOMIC SANCTIONS, INCLUDING CUBA, IRAN, NORTH KOREA, SYRIA, AND THE CRIMEA REGION, AND (C) OTHERWISE SUBJECT TO TRADE OR ECONOMIC SANCTIONS IS FORBIDDEN TO PURCHASE OR USE EMT AND/OR MMR ON HIS/HER OWN BEHALF OR REPRESENTING ANY THIRD PARTY, AND (D) IS FORBIDDEN TO PURCHASE OR USE EMT AND MMR ON BEHALF OR REPRESENTING ANY THIRD PARTY WHICH IS SUBJECT TO TRADE OR ECONOMIC SANCTIONS OR FAILING TO MEET REQUIREMENTS OF THIS.

SECTION 8. REPRESENTATIONS AND WARRANTIES

8.1. By buying EMT and/or subsequently exchanging of EMT to the MMR You in addition to the provisions of Section 4.5. of the Memory Tokens Sale General Terms & Conditions, represent and warrant that:

- (a) You have read and understand these Agreement, the Memory Tokens Sale General Terms & Conditions (available at memory.io/docs/Memory_general_terms_&_conditions_EN.pdf) and the Memory Tokens Sale Privacy Policy (available at memory.io/docs/Memory_privacy_policy_EN.pdf), as well as the Memory Tokens Sale Whitepaper (available at memory.io/docs/whitepaper_memory.pdf);
- (b) You are of an age of majority to enter into these Agreement, meet all other eligibility and residency requirements, and are fully able and legally competent to enter the terms, conditions, obligations, affirmations, representations and warranties set forth herein and to abide by and comply herewith;
- (c) You will be solely responsible for any applicable taxes imposed on EMT and MMR purchased hereunder;
- (d) You are aware that EMT are intended to be exchanged to the MMR under condition that the required minimum floor amount condition is satisfied during Sale Period as described herein;
- (e) You are aware that MMR are intended to be used on the Platform only as an in- service cryptocurrency;
- (f) You have an in-depth knowledge and deep understanding of the crypto market, Blockchain-based systems and cryptocurrencies;
- (g) You are aware of and knows how to manage all the merits, risks (including those risks described in the Memory Tokens Sale General Terms & Conditions) and any restrictions associated with crypto market, Blockchain-based systems and cryptocurrencies;

- (h) You understand that these Agreement are in no way an investment advice or an offer to invest;
- (i) You understand, that the value in the price of a EMT and MMR may be defined by a degree of transactions with a specific marketplace or others.
- (j) the funds You use to purchase EMT are not the proceeds of any criminal or illegal activity or money laundering activity, each as interpreted in the broadest terms,
- (k) the EMT and MMR You purchased will not be used to facilitate any criminal or illegal activity or to perform any money laundering activity.

SECTION 9. ACKNOWLEDGMENT AND ASSUMPTION OF RISKS

9.1. By buying EMT and/or subsequently exchanging of EMT to the MMR, and using the Platform, You in addition to provisions of Section 8 of Memory Tokens Sale General Terms & Conditions, represent, warrant and accept that:

- (a) there are certain risks, including, but not limited to, risk of losing access to EMT and/or MMR, risks associated with Ethereum ERC-20 token standard, risk of mining attacks, risk of hacking and security weaknesses, risks associated with the EMT and MMR, and the risks described in the Memory Tokens Sale General Terms & Conditions. etc.;
- (b) there is no warranty that the Platform or any URLs or links following on it will be uninterrupted or error-free and while there is an inherent risk that the Platform could contain weaknesses, vulnerabilities or bugs causing, inter alia, the complete loss of EMT and/or MMR;
- (c) the Blockchain technology allows or may allow in future new forms of interaction, and that it is possible that certain jurisdictions will apply existing regulations on, or introduce new regulations addressing, Blockchain technology based applications, which may be contrary to the current setup of both Platform and/or smart-contract system and which may, inter alia, result in substantial modifications of both Platform and/or smart-contract system and/or the EMT and/or MMR protocol, including its termination and the loss of EMT and/or MMR for You;
- (d) You have been, are, and will be solely responsible for making Your own independent appraisal and investigations into the risks of the purchase of EMT and subsequent exchange of EMT to MMR. You represent that You have sufficient knowledge, market sophistication, professional advice and experience to make Your own evaluation of the merits and risks of any purchase, as well as You may be vulnerable to any loss as the consequences of Your actions on the Platform;
- (e) the Seller does not give any advice, does not express any official expert opinion and does not give any statistician indicators that are mandatory for use with respect to EMT and/or MMR, and other cryptocurrencies. You make all decisions at Your own risk and discretion. Our Platform does not contain the advice, opinion or mandatory data, which are binding or warrant the consequences, but, the Platform may contain background information that You may use at Your own risk and discretion.

SECTION 10. DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY

10.1. EMT AND MMR ARE TO BE PROVIDED ON AN “AS IS” BASIS AND WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED. YOU ASSUME ALL RESPONSIBILITY AND RISK WITH RESPECT TO BUYING OF ANY AMOUNT OF EMT AND EXCHANGING OF EMT TO MMR, AND THEIR USE. YOU HEREBY EXPRESSLY AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY THE APPLICABLE LAW, THE SELLER 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, THIS WEBSITE OR THE MATERIAL, INFORMATION, SOFTWARE, FACILITIES, SERVICES OR CONTENT ON THIS WEBSITE, AS WELL AS FROM PURCHASING OF EMT AND EXCHANGING OF EMT TO MMR, REGARDLESS OF THE BASIS, UPON WHICH THE LIABILITY IS CLAIMED AND EVEN IF THE SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. YOU UNDERSTAND AND AGREE THAT THE SELLER SHALL NOT BE HELD LIABLE TO AND SHALL NOT ACCEPT ANY LIABILITY, OBLIGATION OR RESPONSIBILITY WHATSOEVER FOR ANY CHANGE OF THE VALUE OF EMT AND MMR. YOU UNDERSTAND AND EXPRESSLY AGREE THAT THE SELLER SHALL NOT GUARANTY IN ANY WAY THAT MMR MIGHT BE SOLD OR TRANSFERRED DURING OR AFTER THE TOKE SALE. IF APPLICABLE LAW DOES NOT ALLOW ALL OR ANY PART OF THE ABOVE LIMITATION OF LIABILITY TO APPLY TO YOU, THE LIMITATIONS WILL APPLY TO YOU ONLY TO THE EXTENT PERMITTED BY APPLICABLE LAW. YOU UNDERSTAND AND AGREE THAT IT IS YOUR OBLIGATION TO ENSURE COMPLIANCE WITH ANY LEGISLATION RELEVANT TO YOUR COUNTRY OF DOMICILE CONCERNING THE PURCHASE OF EMT AND EXCHANGE OF EMT TO MMR, AND THAT THE SELLER IS NOT LIABLE LIABILITY FOR YOUR ILLEGAL OR UNAUTHORIZED PURCHASE OF EMT AND EXCHANGE OF EMT TO MMR. YOU AGREE TO BE SOLELY RESPONSIBLE FOR ANY APPLICABLE TAXES IMPOSED ON EMT AND MMR PURCHASED HEREUNDER.

10.2. THE ABOVEMENTIONED DISCLAIMERS, WARRANTIES AND LIMITATIONS ARE LISTED IN ADDITION AND WITH NO HARM TO THE DISCLAIMERS, WARRANTIES AND LIMITATIONS, LISTED IN MEMORY TOKENS SALE GENERAL TERMS & CONDITIONS.

SECTION 11. TAXES

11.1. The purchase price that You pay for EMT and MMR is exclusive of all applicable taxes. You are responsible for determining what, if any, taxes apply to Your purchase, exchange and sell of EMT and MMR, including, for example, sales, use, value added, and similar taxes. It is also Your responsibility to withhold, collect, report and remit the correct taxes to the appropriate tax authorities. You agree that the Seller is not responsible for withholding, collecting, reporting, or remitting any sales, use, value added, or similar tax arising from Your purchase and sell of EMT and MMR.

SECTION 12. JURISDICTION AND DISPUTE RESOLUTION

12.1. Please, refer to the Section 10 of the Memory Tokens Sale General Terms & Conditions. PLEASE READ THAT PROVISIONS CAREFULLY BECAUSE IT REQUIRES YOU TO AGREE TO ARBITRATE DISPUTES WITH US AND IT LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF.

SECTION 13. CONFIDENTIALITY

13.1. You acknowledge and agree that any information or data You have acquired from or about the Seller, included, but not limited to, information or data regarding prices, scope of terms and any other terms, conditions, obligations, affirmations, representations, and warranties set forth herein or delivered prior to the date the Agreement is entered into (hereinafter referred to as the “**Confidential Information**”), was received in confidence. You hereby expressly agree to take all reasonable precautions to protect such information and not to divulge any such information or any information derived therefrom to any third person without the prior written consent of the Seller. The Parties also

agree to hold each other Confidential Information confidential for a period of three (3) years following the conclusion of this Agreement. The Parties agree, that unless required by law, they shall not make each other Confidential Information available in any form to any third party or to use each other Confidential Information for any purpose other than the implementation of this Agreement. Each party agrees to take all reasonable steps to ensure that Confidential Information is not disclosed or distributed by its employees or agents in violation of the terms of this Agreement. Confidential Information shall also mean all material and information that has or will come into possession or knowledge of the other Party in connection with its performance hereunder and which in the ordinary course of business is considered to be treated confidential. The content of this Agreement, as well as the fact that it has been entered into shall also constitute Confidential Information. Confidential Information shall not include information that: (a) is or becomes a part of the public domain through no act or omission of the other party; (b) was in the other party lawful possession prior to the disclosure and had not been obtained by the other party either directly or indirectly from the disclosing party; (c) is lawfully disclosed to the other party by a third party without restriction on disclosure; (d) is independently developed by the other party; or (e) is required to be disclosed by any judicial or governmental requirement or order (provided that Recipient timely advises the disclosing party of the governmental demand for disclosure). Without the prior consent of the other Party, neither Party shall issue any media release or similar publicity relating to this Agreement. Neither Party shall use the trademarks, trade name or logo of the other Party without having obtained its consent.

SECTION 14. MISCELLANEOUS

14.1. These Agreement (including the Memory Tokens Sale General Terms & Conditions and all documents incorporated herein by reference) constitute the entire agreement between You and the Seller relating to You purchase of EMT and subsequent exchange of EMT to MMR during the Sale Period. No provision of these Agreement shall be considered waived unless such waiver is in writing and signed by the Party that benefits from the enforcement of such provision. If any term, provision, covenant or restriction of these Agreement is held by a court of competent jurisdiction to be invalid, illegal, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions set forth herein shall remain in full force and effect and shall in no way be affected, impaired or invalidated. The Seller may assign the Seller's rights and obligations under these Agreement. Any notice or other communication given or made under these Agreement shall be and may be delivered in electronic form; in case of Seller – to the address indicated on the Seller's website memory.io, in case of You – to the address You indicate while registering for an account on the Platform. At any time, the Seller may make changes to these Agreement as reasonably required to comply with applicable law or regulation. In cases of changes, the amended Agreement will be published on memory.io/docs/Memory_tokens_sale_agreement_EN.pdf, "Last Updated" date above will be updated as well. The amended Agreement will be effective immediately. In no way, the Seller shall be liable for any delay or failure to perform any obligations under these Agreement as a result of a cause beyond the Seller's reasonable control. These Agreement and purchasing of EMT and exchanging of EMT to MMR by You in no way create any exclusive relationship between You and the Seller nor any partnership, joint venture, employment or agency.

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Intellectual property notification: This document belongs to the Seller and is protected by copyright laws. It's copying and/or use by any third party in full or in part without prior written consent of the Seller is strictly prohibited.