

LAW tokens Sale Agreement

Posted: September 15, 2019

Effective Date: September 15, 2019

This LAW tokens Sale Agreement (“**Agreement**”) constitute a contract between you (“**You**”, “**User**”) identified in Clause 1 (as defined below) and Sigany Ltd., a company organized under the laws of Belize, with the registration number 164,617 (“**Company**”).

PLEASE READ THESE TERMS OF TOKENS SALE CAREFULLY. NOTE THAT BY OBTAINING THE LAW TOKENS, YOU AGREE TO BE BOUND BY TERMS OF THIS AGREEMENT. IF YOU DO NOT ACCEPT THESE TERMS IN THEIR ENTIRETY, YOU ARE NOT PERMITTED TO OBTAIN THE LAW TOKENS.

***Consumer notice:** this Agreement is not an offer of securities or a collective investment scheme, nor does it require registration with or approval from the International Financial Services Commission of Belize. You are advised to read this document carefully and in full before deciding whether to accept it.*

***Risk Statement:** By accepting the terms of this Agreement, You accept that You have read and understood the information about the nature and risks of an ownership of the digital tokens contained in the Clause 3 of this Agreement.*

1. Background

WHEREAS: The Integrated distributed ledgers (“**IDL**”) was developed to address the problem of fixing legal relations between different users. The end result of the IDL may be a distributed registry architecture consisting of individual blockchains integrated into a common structure through a DAG (directed acyclic graph)-based structure. The Monetary consilium of IDL is built on the consensus of the delegated PoS, which requires the use of real assets that is valuable to the users.

The Company intends to launch independent Integrated distributed ledgers nodes (“**IDL nodes**”) to provide the Users with a decentralized service for confirmation of their transactions. To launch the LAW Consilium, a certain amount of the IDL native cryptocurrency (“**LAW Tokens**”) is emitted and sold for Ethereum cryptocurrency (ETH).

Whereas the IDL is different from the usual blockchain and its interface is different from the usual wallet, a new kind of universal infrastructure is required to interact with it. Ubikiri.org (“**Ubikiri**”) is the infrastructure to interact with the IDL.

NOW THEREFORE: In connection with the IDL nodes launch, the Company and the User desire to exchange the ETH for LAW Tokens as follows:

2. Agreement.

2.1. LAW Tokens Exchange. The User hereby agrees to transfer to the Company the ETH in exchange for the LAW Tokens on the following terms:

(i) The exchange ratio for the first transfer is 0,0000003433632, i.e. 1 LAW = 0,0000003433632 ETH;

- (ii) The minimum amount of the ETH for the Token Exchange is 0,1 ETH;
- (iii) The Token Sale period from the Effective Date with optional amendments, additional periods or prolongations in the Company's sole discretion ("**Token Sale Period**") in accordance with this Agreement.

2.2. Token Sale Procedures. To exchange the ETH for the LAW Tokens the User shall:

- (i) Sign up at the Ubikiri;
- (iv) Proceed a Know Your Customer (KYC) procedure at the Ubikiri;
- (v) Transfer the required amount of ETH for the exchange into the ETH address on its user account at the Ubikiri;
- (iv) Exchange its ETH for the LAW Tokens on its user account at the Ubikiri.

3. Risks relating to ownership of the LAW Tokens:

By obtaining, holding and using the LAW Tokens, you expressly acknowledge and assume the following risks:

- (i) Risk of Losing Access to Tokens Due to Loss of Private Key(s);
- (ii) Risks Associated with the Ethereum Platform Protocol;
- (iii) Risk of Hacking and Security Weaknesses;
- (iv) Risk of Uninsured Losses;
- (v) Risks Associated with Uncertain Regulations and Enforcement Actions.

This article does not disclose all the risks Relating to Ownership of the LAW Tokens. The User should ensure that he/she understands the nature and risks of trading in these types of digital tokens and he/she should consider carefully (and consult your own advisers where necessary) whether obtain these types of digital tokens is suitable in light of his/her circumstances.

4. Representations and Warranties

By obtaining, holding and using the LAW Tokens, you represent and warrant that:

- (i) You have read and understand this Agreement in full;
- (ii) You have read and understand the IDL Lighting paper in full;
- (iii) You have read and understand Clause 3 about Risks Relating to Ownership of the LAW Tokens in full;
- (vi) You understand, realize and agree with the information about the functionality, usage, storage, transmission mechanisms and other material characteristics of the LAW Tokens, blockchain technology, blockchain-based software systems and their risks, and appreciates the risks and implications of obtaining the LAW Tokens;
- (v) You fully understand, realize and agree that the LAW Tokens are created on a blockchain and are designed to be used to launch independent IDL nodes and it does not grant to You any voting or ownership rights, any return on investment or any profit and passive income from the ownership of the LAW Tokens;
- (vi) You fully understand, realize and agree that the LAW will be created and delivered to You at Your sole risk and on an "as is" basis;
- (vii) Your ownership of the LAW complies with applicable laws and regulations in your jurisdiction where you reside;
- (viii) You are not a citizen or resident of a geographic area in which access to or use of the digital tokens is prohibited by applicable law, decree, regulation, treaty, or administrative act.

5. Disclaimers

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW AND EXCEPT AS OTHERWISE SPECIFIED IN A WRITING BY THE COMPANY, (A) THE LAW TOKENS ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, AND WE EXPRESSLY DISCLAIM ALL IMPLIED WARRANTIES AS TO THE LAW TOKENS, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF

MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT; (B) THE COMPANY DOES NOT REPRESENT OR WARRANT THAT THE LAW TOKENS ARE RELIABLE, CURRENT OR ERROR-FREE, MEET YOUR REQUIREMENTS, OR THAT DEFECTS IN THE TOKENS WILL BE CORRECTED; AND (C) THE COMPANY CANNOT AND DO NOT REPRESENT OR WARRANT THAT THE LAW TOKENS OR THE DELIVERY MECHANISM FOR LAW TOKENS ARE FREE OR SHALL REMAIN FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

6. Limitation of Liability

(A) TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW: (I) IN NO EVENT WILL THE COMPANY OR ANY OF THE COMPANY PARTIES BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES OF ANY KIND (INCLUDING, BUT NOT LIMITED TO, WHERE RELATED TO LOSS OF REVENUE, INCOME OR PROFITS, LOSS OF USE OR DATA, OR DAMAGES FOR BUSINESS INTERRUPTION) ARISING OUT OF OR IN ANY WAY RELATED TO THE SALE OR USE OF THE LAW TOKENS OR OTHERWISE RELATED TO THESE TERMS, REGARDLESS OF THE FORM OF ACTION, WHETHER BASED IN CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, SIMPLE NEGLIGENCE, WHETHER ACTIVE, PASSIVE OR IMPUTED), OR ANY OTHER LEGAL OR EQUITABLE THEORY (EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE); AND (II) IN NO EVENT WILL THE AGGREGATE LIABILITY OF THE COMPANY AND THE COMPANY PARTIES (JOINTLY), WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE, WHETHER ACTIVE, PASSIVE OR IMPUTED), OR OTHER THEORY, ARISING OUT OF OR RELATING TO THESE TERMS OR THE USE OF OR INABILITY TO USE THE TOKENS, EXCEED THE AMOUNT YOU PAY TO US FOR THE LAW TOKENS.

7. Indemnification

To the fullest extent permitted by applicable law, you will indemnify, defend and hold harmless the Company and our respective past, present and future employees, officers, directors, contractors, consultants, attorneys, accountants, financial advisors, equity holders, suppliers, vendors, service providers, parent companies, subsidiaries, affiliates, agents, representatives, predecessors, successors and assigns (“**Company Parties**”) from and against all claims, demands, actions, damages, losses, costs and expenses (including attorneys’ fees) that arise from or relate to: (i) your purchase or use of LAW Tokens, (ii) your responsibilities or obligations under this Agreement, (iii) your violation of this Agreement, or (iv) your violation of any rights of any other person or entity.

The Company reserves the right to exercise sole control over the defense, at your expense, of any claim subject to indemnification under this Clause 7. This indemnity is in addition to, and not in lieu of, any other indemnities set forth in a written agreement between you and Company.

8. Taxes

The User shall pay any applicable taxes, including sales, use, personal property, value-added, excise, customs fees, import duties or stamp duties or other taxes and duties imposed by governmental agencies of whatever kind and imposed with respect to the transactions under this Agreement.

9. Miscellaneous

Amendments: The Company may make changes to this Agreement from time to time (including all incorporated references) at its sole discretion or as reasonably required to comply with applicable laws or regulations. If the Company makes changes, it will post the amended Agreement at the Ubikiri Website and update the “Last Updated” date above. The amended Terms will be effective immediately.

Notices: Any notice or other communication under this Agreement shall be in writing and shall be considered given and received when sent by email.

Competent law and jurisdiction: This Agreement and the relationship between the Parties shall be governed by the laws of the Country of Belize.

Force majeure: Neither Party shall be liable because of any failure or delay in the performance of its obligations hereunder for any case of «Force Majeure», which is understood as any unpredictable event external to a party and that is beyond its reasonable control.

Transfer/Assignment: The User is not authorized to transfer or assign its rights and obligations hereunder and under this Agreement without the prior written permission of the Company. Company may transfer or assign its rights and obligations hereunder and under this Agreement, in whole or in part, at any time without the consent of User.

Entire Agreement: This Agreement constitutes the entire agreement among the parties relating to this subject matter and supersedes all prior or contemporaneous oral or written agreements concerning such subject matter.

Severability: If any provision of this Agreement is held by any court of competent jurisdiction to be illegal, null or void, all the remaining provisions of this Agreement shall remain in full force and effect.