

## Agreement for Future Delivery of Tokens

This Agreement for Future Delivery of Tokens (this “**Agreement**”), memorializes that in exchange for the payment by the undersigned purchaser (the “**Purchaser**”) of the Total Purchase Amount set out above on or about [January 3rd, 2018] (the “**Effective Date**”), Pareto Network, Ltd., a British Virgin Islands limited company with registration number BC1951396 (the “**Company**”), hereby agrees, upon and subject to a Network Launch, to transfer to the Purchaser the number of Pareto Tokens (as defined below) set forth above (the “**Tokens**”), subject to the terms set forth below.

### 1. Delivery of Tokens; Termination of Forward Delivery Obligation

(a) Delivery of the Tokens. If the conditions precedent set forth in Section 1(b) are satisfied and there is a Network Launch (as defined below), in each case before the expiration or termination of this Agreement, the Company will, within 30 days after such Network Launch, transfer to the Purchaser the Tokens, by delivery to the network address specified by the Purchaser pursuant to Section 1(b)(ii), and otherwise in accordance with this Agreement.

(b) Conditions Precedent. In connection with, as a condition to, and prior to the transfer of the Tokens by the Company to the Purchaser pursuant to Section 1(a):

(i) The Purchaser will execute and deliver to the Company any and all other documents and other instruments as requested by the Company related to this Agreement, the delivery of the Tokens, and/or any other rights or obligations of the parties in respect of this Agreement and/or the Tokens, as the Company determines in its sole and absolute discretion are necessary or advisable to comply with Laws or otherwise; and

(ii) The Purchaser will provide to the Company the network address to which Purchaser’s Tokens will be sent after the Network Launch.

(c) Termination. This Agreement will expire and terminate upon the earliest to occur of (i) the transfer of the Tokens to the Purchaser pursuant to Section 1(a), (ii) the date that is six months after the Effective Date (the “**Deadline Date**”), if the Network Launch has not occurred as of such date; provided, that the Company shall have the right to extend the Deadline Date by up to 90 days, in its sole discretion, and (iii) such termination date as agreed in writing by the parties to this Agreement.

### 2. Certain Defined Terms and Rules of Construction

(a) The following terms are used in this Agreement with the meanings given to them in this Section 2:

“**Bitcoin**” means the virtual currency used on the Bitcoin distributed ledger (i.e., blockchain).

“**Ether**” means the virtual currency used on the Ethereum distributed ledger (i.e., blockchain).

“**Governmental Authority**” means any nation or government, any state or other political subdivision thereof, any entity exercising legislative, judicial or administrative functions of or pertaining to government, including, without limitation, any government authority, agency, department, board, commission or instrumentality, and any court, tribunal or arbitrator(s) of

competent jurisdiction, and any self-regulatory organization.

**“ERC20 Address”** means an account entry on the Ethereum distributed ledger capable of holding and accessing tokens which conform to the ERC20 standard.

**“Laws”** means laws, statutes, ordinances, rules, regulations, judgments, injunctions, orders and decrees.

**“Network”** means the information network using a distributed ledger (i.e., blockchain) anticipated to be launched by or on behalf of the Company, currently referred to as the Pareto Network and described in the Whitepaper.

**“Network Launch”** means the bona fide public release of the Network and a fully functioning Token running on a client that conforms to the Network protocol as ratified by the Company.

**“Pareto Tokens”** means the virtual currency to be used on the Network as described in the Whitepaper.

**“Person”** means individual or legal entity or person, including a government or political subdivision or an agency or instrumentality thereof.

**“Whitepaper”** means the white paper issued by the Company dated [September 2017, Version 1.03].

(b) The following rules of construction and definitional rules apply to this Agreement:

(i) Words importing the singular number only shall include the plural and vice versa, and words importing the masculine, feminine, or neuter gender only shall include the other genders.

(ii) The words “written” or “in writing” shall include printing, facsimile, electronic transmissions, and other means of reproducing words in a visible form or partly in one manner and partly another.

(iii) Except where expressly specified to the contrary, the words “include,” “including,” and “such as” in this Agreement should be read to mean “include without limitation,” “including without limitation,” and “such as, but without any implied limitation,” respectively. No limitation may be implied from any example or particular or illustrative statement used in this Agreement in connection with any broader statement or a statement of general applicability.

(iv) All references in this Agreement:

(1) to “days” (that is, without specifying “Business Days”) refer to calendar days; and

(2) to “dollars” or “\$” refer to U.S. dollars, the lawful fiat currency of the United States.

(v) Whenever the word “herein” or “hereunder” is used in this Agreement, it will be deemed to refer to this Agreement as a whole and not to any specific section.

(vi) The captions and headings in this Agreement are for convenience of reference only and are not intended to be considered in construing any term or provision of this Agreement.

### 3. Company Representations

(a) The Company is a corporation duly organized, validly existing, and in good standing under the laws of the British Virgin Islands, and has the power and authority to carry on its business as now conducted.

(b) The execution, delivery, and performance by the Company of this Agreement is, to the Company's knowledge, within the power of the Company and, other than with respect to the actions to be taken when Tokens are to be created and transferred to the Purchaser, has been duly authorized by all necessary actions on the part of the Company. This Agreement constitutes a legal, valid, and binding obligation of the Company, enforceable against the Company in accordance with its terms, except as limited by bankruptcy, insolvency, or other laws of general application relating to or affecting the enforcement of creditors' rights generally and general principles of equity. To the knowledge of the Company, it is not in violation of (i) its current certificate of incorporation or bylaws, or (ii) any material indenture or contract to which the Company is a party or by which it is bound, where, in each case, such violation, individually, or together with all such violations, could reasonably be expected to have a material adverse effect on the Company.

(c) To the knowledge of the Company, the performance and consummation of the transactions contemplated by this Agreement do not and will not: (i) violate any material judgment, statute, rule, or regulation applicable to the Company as currently in effect; (ii) result in the acceleration of any material indenture or contract to which the Company is a party or by which it is bound; or (iii) result in the creation or imposition of any lien upon any property, asset, or revenue of the Company or the suspension, forfeiture, or nonrenewal of any material permit, license, or authorization applicable to the Company, its business, or its operations.

(d) To the knowledge of the Company, no consents or approvals are required in connection with the performance of this Agreement, other than the Company's corporate approvals.

(e) THE COMPANY MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE TOKENS, INCLUDING ANY (i) WARRANTY OF MERCHANTABILITY; (ii) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (iii) WARRANTY OF TITLE; OR (iv) 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, THE 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.

#### **4. Purchaser Representations and Agreements**

(a) The Purchaser has full legal capacity, power, and authority to execute and deliver this Agreement and to perform its obligations hereunder. This Agreement constitutes valid and binding obligation of the Purchaser, enforceable in accordance with its terms, except as limited by bankruptcy, insolvency or other laws of general application relating to or affecting the enforcement of creditors' rights generally and general principles of equity.

(b) The Purchaser is entering into this Agreement to acquire the Tokens for its own account, not as a nominee or agent, with the sole intention of using the Tokens to post and/or acquire information

on the Network and otherwise to access the functions of the Network, and, except as is consistent with the foregoing, the Purchaser has no current intention of selling, granting any participation in, or otherwise distributing the Tokens. The Purchaser has such knowledge and experience regarding computer science (and in particular blockchain technology) and financial and business matters that the Purchaser is capable of evaluating the merits and risks of purchasing, holding, and using the Tokens, and understands that the Network Launch may never occur and, in that event, Tokens will not be created or delivered to the Purchaser, and even if the Tokens are created and transferred to the Purchaser, the value to the Purchaser of using a Token on the Network, to access information on the Network or otherwise, may be less than the Purchase Price Per Token paid by the Purchaser under this Agreement. In addition, the Purchaser understands that the Company is under no obligation to achieve a Network Launch prior to the expiration or termination of this Agreement, or at all, and that no portion of the Total Purchase Amount will be returned to the Purchaser if this Agreement expires or is terminated prior to the occurrence of a Network Launch.

(c) The Purchaser has read the Whitepaper, is aware of the anticipated features and design of the Network, and acknowledges that there are a variety of reasons why the Network Launch may not occur or the Network as launched may differ from its description in the Whitepaper. The Purchaser acknowledges that the Whitepaper is necessarily only a summary description of certain anticipated features of the Network and may omit discussion of features that are material to its function and/or success. The Purchaser has acquired sufficient information about the Network and its anticipated development by the Company to reach an informed and knowledgeable decision to enter into this Agreement. The Purchaser understands that the Tokens involve risks, all of which the Purchaser fully and completely assumes, including, but not limited to, the risk that (i) the technology associated with the Network will not function as intended; (ii) the Network and Network Launch will not be completed; (iii) the Network will fail to attract sufficient interest from key participants; and (iv) the Company and/or the Network may be subject to investigation and punitive actions from Governmental Authorities. The Purchaser understands and expressly accepts that the Tokens will be created and delivered to the Purchaser at the sole risk of the Purchaser on an “AS IS” and “UNDER DEVELOPMENT” basis. The Purchaser understands and expressly accepts that the Purchaser has not relied on any representations or warranties made by the Company outside of this Agreement and, subject to the foregoing, the Whitepaper, including, but not limited to, conversations of any kind, whether through oral or electronic communication. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE PURCHASER ASSUMES ALL RISK AND LIABILITY FOR THE RESULTS OBTAINED BY THE USE OF ANY TOKENS AND REGARDLESS OF ANY ORAL OR WRITTEN STATEMENTS MADE BY THE COMPANY, BY WAY OF TECHNICAL ADVICE OR OTHERWISE, RELATED TO THE USE OF THE TOKENS.

(d) The Purchaser understands that the Purchaser has no right against the Company or any other Person except in the event of the Company’s breach of this Agreement or intentional fraud. THE COMPANY’S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, 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 AGREEMENT. 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 AGREEMENT.

(e) The Purchaser understands that the Purchaser bears sole responsibility for any taxes as a result of the matters and transactions the subject of this Agreement, 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 and each of its affiliates, employees, and agents (including developers, auditors, contractors, and founders) harmless for any claim, liability, assessment, or penalty with respect to any taxes (other than any net income taxes of the Company that result from the transfer of Tokens to the Purchaser pursuant to Section 1(a)) associated with or arising from the Purchaser's purchase of Tokens hereunder, or the use or ownership of Pareto Tokens by the Purchaser or any other Person.

(f) The Purchaser (i) is not deemed under or by this Agreement to hold any capital stock of or any other equity interest in the Company and (ii) is not entitled under or by this Agreement to acquire, vote, or receive dividends in respect of the capital stock of or any other equity interest in of the Company. Nothing in this Agreement shall be construed to confer on the Purchaser, as such, any of the rights of a stockholder of the Company or any right to vote for the election of directors or upon any matter submitted to stockholders at any meeting thereof, or to give or withhold consent to any corporate action or to receive notice of meetings, or to receive subscription rights or otherwise.

## **5. Procedures for Purchase of Tokens and Valuation of Purchase Amount**

(a) The Company will accept payment for the Tokens purchased under this Agreement in Ether, and Bitcoin. The Purchaser shall make the required payment to the Company in consideration for the Purchaser's purchase of the Tokens pursuant to this Agreement through the procedures separately set forth by the Company.

(b) For purposes of this Agreement, the value of the Purchase Amount shall be deemed in U.S. dollars notwithstanding the Purchaser's payment in Ether or Bitcoin, valued at the Applicable Exchange Rate. The term “***Applicable Exchange Rate***” shall mean the volume-weighted average daily price of Ether or Bitcoin across exchanges at the end of the business day preceding the Effective Date.

(c) Each of the Company and the Purchaser agree that this Agreement constitutes a “forward contract” for the acquisition of a commodity for all relevant purposes, including U.S. federal, state, and local income tax purposes, and will not take any position on any tax return, report, statement, or other tax document that is inconsistent with such treatment, unless otherwise required by a change in law occurring after the Effective Date, a closing agreement with an applicable tax authority, or a final non-appealable judgment of a court of competent jurisdiction.

## **6. Miscellaneous**

(a) This Agreement sets forth the entire agreement and understanding of the parties relating to the subject matter herein and supersedes all prior or contemporaneous disclosures, discussions, understandings, and agreements, whether oral or written, between them. Any provision of this Agreement may be amended, waived, or modified only upon the written consent of both the Company and the Purchaser.

(b) Any notice required or permitted by this Agreement will be deemed sufficient when sent by email to the relevant address listed on the signature page, as subsequently modified by written notice from the party changing its address to the other party.

(c) Neither this Agreement nor the rights contained herein may be assigned, by operation of law or otherwise, by either party without the prior written consent of the other; *provided*, that the Company may assign this Agreement in whole, without the consent of the Purchaser, in connection with a reincorporation to change the Company's domicile.

(d) In the event any one or more of the provisions of this Agreement is for any reason held to be invalid, illegal, or unenforceable, in whole or in part or in any respect, or in the event that any one or more of the provisions of this Agreement operate or would prospectively operate to invalidate this Agreement, then and in any such event, such provision(s) only will be deemed null and void and will not affect any other provision of this Agreement and the remaining provisions of this Agreement will remain operative and in full force and effect and will not be affected, prejudiced, or disturbed thereby.

(e) All rights and obligations under this Agreement will be governed by the laws of New York State, without regard to the conflicts of law provisions of such jurisdiction. The Purchaser hereby irrevocably:

(i) submits for itself and its property in any legal action or proceeding relating to this Agreement, or for recognition and enforcement of any judgment in respect thereof, to the exclusive general jurisdiction of the courts of the State of New York, the courts of the United States of America for the Southern District of New York, and appellate courts of any of the foregoing;

(ii) consents that any such action or proceeding may be brought in such courts and waives any objection that it may now or hereafter have to the venue of any such action or proceeding in any such court or that such action or proceeding was brought in an inconvenient court and agrees not to plead or claim the same;

(iii) agrees that service of process in any such action or proceeding may be effected by mailing a copy thereof by registered or certified mail (or any substantially similar form of mail), postage prepaid, to the Purchaser at its address set forth under its signature on the signature page hereof, or at such other address for the Purchaser of which the Company has previously been notified in accordance with this Agreement; and

(iv) agrees that nothing in this Agreement shall affect the right to effect service of process in any other manner permitted by law.

(f) The Purchaser shall, and shall cause its affiliates to, execute and deliver such additional documents, instruments, conveyances, and assurances and take such further actions as may be reasonably requested by Company to carry out the provisions of this Agreement and give effect to the transactions contemplated by this Agreement, including to enable the Company or the transactions contemplated by this Agreement to comply with applicable Law.

(g) The Company shall not be liable or responsible to the Purchaser, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts beyond

the Company's reasonable control, including, without limitation: (i) acts of God; (ii) flood, fire, earthquake, or explosion; (iii) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, or other civil unrest; (iv) applicable Law; or (v) action by any Governmental Authority.

(h) This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will be deemed to be one and the same Agreement. Counterparts may be delivered via facsimile, electronic mail (including PDF or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., [www.docusign.com](http://www.docusign.com)) or other transmission method, and any counterpart so delivered will be deemed to have been duly and validly delivered and be valid and effective for all purposes.

(i) EACH PARTY HEREBY WAIVES ITS RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT OR THE SUBJECT MATTER HEREOF. THE SCOPE OF THIS WAIVER IS INTENDED TO BE ALL-ENCOMPASSING OF ANY AND ALL DISPUTES THAT MAY BE FILED IN ANY COURT AND THAT RELATE TO THE SUBJECT MATTER OF THIS TRANSACTION, INCLUDING, WITHOUT LIMITATION, CONTRACT CLAIMS, TORT CLAIMS (INCLUDING NEGLIGENCE), BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW AND STATUTORY CLAIMS. THIS SECTION HAS BEEN FULLY DISCUSSED BY EACH OF THE PARTIES HERETO AND THESE PROVISIONS WILL NOT BE SUBJECT TO ANY EXCEPTIONS. EACH PARTY HERETO HEREBY FURTHER REPRESENTS AND WARRANTS THAT SUCH PARTY HAS REVIEWED THIS WAIVER WITH ITS LEGAL COUNSEL, AND THAT SUCH PARTY KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL.