

# CAVORITE PURCHASE AGREEMENT

**Last Updated: March 16, 2018**

This CAVORITE Purchase Agreement (this “Agreement”) contains the terms and conditions that govern your use of the CAVORITE Initial distribution on Waves or any other Platform; use of the related CAVORITE tokens distributed on the Waves Platform and is an agreement between you or the entity that you represent (“Buyer” or “you”) and PINAKA (“PINAKA,” together with its parent company, subsidiaries and affiliates, “Company”). Buyer, PINAKA and Company is 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, Company 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 CAVORITE SOFTWARE AND CAVORITE PLATFORM:**

1. PINAKA is developing the CAVORITE software (the “CAVORITE Software”) as further described in the CAVORITE Technical White Paper (as it may be amended from time to time) (the “White Paper”);
2. At the end of its development stage, PINAKA will be releasing the CAVORITE Software it has developed under an open source software license;
3. Third parties adopting the CAVORITE Code may delete, modify or supplement the CAVORITE Software prior to, during or after launching the CAVORITE Platform; and
4. Company will have no control over when, how or whether the CAVORITE Software is adopted or implemented, or how, when or whether the CAVORITE Platform is launched.

- **BINDING AGREEMENT:**

Buyer understands and agrees that Buyer is subject to and bound by this Agreement by virtue of Buyer's purchase of CAVORITE.

- **CAVORITES HAVE NO RIGHTS, USES OR ATTRIBUTES.**

The CAVORITES do not have any rights, uses, purpose, attributes, functionalities or features, express or implied, including, without limitation, any uses, purpose, attributes, functionalities or features on the CAVORITE Platform. Company does not guarantee and is not representing in any way to Buyer that the Cavorites have any rights, uses, purpose, attributes, functionalities or features.

- **PURCHASE OF CAVORITES ARE NON-REFUNDABLE AND PURCHASES CANNOT BE CANCELLED. BUYER MAY LOSE ALL AMOUNTS PAID.**

- **CAVORITES MAY HAVE NO VALUE.**

- **COMPANY RESERVES THE RIGHT TO REFUSE OR CANCEL CAVORITE 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 CAVORITES**

## **1.1. This Agreement shall be effective and binding on the Parties when Buyer:**

(a) clicks the check box on the official <https://CAVORITE/> website (the “Website”) to indicate that Buyer has read, understands and agrees to the terms of this Agreement; or, if earlier

(b) Upon Company’s 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.**

Company has established Terms of Use, as may be amended from time to time, for the Website located at <https://CAVORITE/terms-of-use.html>, which are hereby incorporated by reference. Buyer has read, understands and agrees to those terms.

## **1.3. White Paper.**

Company has prepared the White Paper, which is available at <https://github.com/CAVORITEIO/Documentation/blob/master/TechnicalWhitePaper.md>, describing matters relating to the CAVORITE Software. 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. Cavorites.**

a. No Purpose. As mentioned above, the Cavorites do not have any rights, uses, purpose, attributes, Functionalities or features, express or implied. Although CAVORITE may be tradable, they are not an investment, currency, security, commodity, a swap on a currency, security or commodity or any other kind of financial instrument.

b. Company’s Use of Proceeds. Buyer acknowledges and understands that the proceeds from the sale of the Cavorites will be utilized by Company in its sole discretion.

## **ARTICLE TWO: CAVORITE DISTRIBUTION**

### **2.1. Allocation and Distribution of Cavorites.**

PINAKA intends to allocate and distribute Cavorites (the “Cavorite Distribution”) in accordance with the material specifications as set forth in Exhibit A to this Agreement which includes details regarding the timing (the “CAVORITE Distribution Period”) and pricing of the Cavorite Distribution and the amount of Cavorites that will be distributed.

During the CAVORITE Distribution Period, PINAKA will provide specific procedures on how Buyer should purchase Cavorites through the official Website. By purchasing Cavorites, Buyer acknowledges and understands and has no objection to such procedures and material specifications. Failure to use the official Website and follow such procedures may result in Buyer not receiving any Cavorites. Any buyer of Cavorites may lose some or all of the amounts paid in exchange for Cavorites, regardless of the purchase date.

The access or use of the CAVORITE Distribution Contract, access or use of the Cavorite Contract and/or the receipt or purchase of CAVORITE through any other means other than the official Website are not sanctioned or agreed to in any way by the PINAKA.

Buyer should take great care that the website used to purchase Cavorites has the following universal resource locator (URL): <https://CAVORITE/>.

### **2.2. Allocation and Sale of Cavorites to PINAKA Parties.**

Buyer understands and consents to the participation of the Company’s past, present and future employees, officers, directors, contractors, consultants, equity holders, suppliers, vendors and service providers in the purchase of Cavorites, including people who may work on the development and implementation of the CAVORITE Software or who may work for PINAKA’s future businesses which PINAKA may establish with a portion of the proceeds from the Cavorite Distribution. All such PINAKA Parties will participate on the same terms as every other buyer of Cavorites and will be bound by this Agreement.

### **2.3. No Representations and Warranties.**

The Cavorites will be distributed to buyers thereof pursuant to the CAVORITE Distribution Contract. None of the PINAKA Parties makes any representations or warranties, express or implied, including, without limitation, any warranties of title or implied warranties of merchantability or fitness for a particular purpose with respect to the CAVORITE Distribution Contract, the Cavorite Contract or the Cavorites or their utility, or the ability of anyone to purchase or use the Cavorites.

Without limiting the foregoing, none of the PINAKA Parties represent or warrant that the process of purchasing the CAVORITE Tokens or receiving the Cavorites will be uninterrupted or error-free or that the CAVORITE Tokens are reliable and error-free. As a result, Buyer acknowledges and understands that Buyer may never receive Cavorites and may lose the entire amount Buyer paid to Company. Buyer shall provide an accurate digital wallet address to Company for receipt of any Cavorites distributed to Buyer pursuant to the CAVORITE Distribution Contract and the Cavorite Contract.

### **2.4. Not an Offering of Securities, Commodities, or Swaps.**

The sale of Cavorites and the Cavorites themselves are not securities, commodities, swaps on either securities or commodities or a financial instrument of any kind. Purchases and sales of CAVORITE 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 not 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.

### **2.5. Not an Investment.**

Buyer should not participate in the Cavorite Distribution or purchase Cavorites for investment purposes. Cavorites are not designed for investment purposes and should not be considered as a type of investment.

Distribution of Cavorites will be complete when all the CAVORITES have been sold at least once. Buyer acknowledges, understands and agrees that Buyer should not expect and there is no guarantee or representation or warranty by Company that:

- (a) The CAVORITE Software will ever be adopted;
- (b) The CAVORITE Software will be adopted as developed by PINAKA and not in a different or modified form;
- (c) A Blockchain utilizing or adopting the CAVORITE Software will ever be launched; and
- (d) A Blockchain will ever be launched with or without changes to the CAVORITE Software and with or without a distribution matching the fixed, non-transferable Cavorite balances.

Furthermore, Cavorites will not have any functionality or rights on the CAVORITE Platform and holding Cavorites is not a guarantee, representation or warranty that the holder will be able to use the CAVORITE Platform, or receive any tokens utilized on the CAVORITE Platform, even if the CAVORITE Platform is launched and the CAVORITE Software is adopted, of which there is no guarantee, representation or warranty made by Company.

## **2.6. Not for Speculation.**

Buyer acknowledges and agrees that Buyer is not purchasing CAVORITE Tokens for purposes of investment, speculation, as some type of arbitrage strategy, for immediate resale or other financial purposes.

## **ARTICLE THREE: NO OTHER RIGHTS CREATED**

### **3.1. No Claim, Loan or Ownership Interest. The purchase of Cavorites:**

(a) does not provide Buyer with rights of any form with respect to the Company or its revenues or assets, including, but not limited to, any voting, distribution, redemption, liquidation, proprietary (including all forms of intellectual property), or other financial or legal rights;

(b) is not a loan to Company; and (c) does not provide Buyer with any ownership or other interest in Company.

### **3.2. Intellectual Property.**

Company retains all right, title and interest in all of Company's 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 Company's intellectual property for any reason without Company'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 Cavorites;
- (ii) Private keys to Buyer's wallet or 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 Cavorites and/or access to Buyer's account. Company is under no obligation to recover any Cavorites and Buyer acknowledges, understands and agrees that all purchases of Cavorites are non-refundable and Buyer will not receive money or other compensation for any Cavorites purchased.

#### **b. Additional Information.**

Upon Company's request, Buyer will immediately provide to Company information and documents that Company, 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 Company disclosing such information and documents in order to comply with applicable laws, regulations, rules or agreements.

Buyer acknowledges that Company may refuse to distribute Cavorites to Buyer until such requested information is provided.

### **4.2. Taxes. Buyer acknowledges, understands and agrees that:**

- (a) the purchase and receipt of Cavorites may have tax consequences for Buyer;
- (b) Buyer is solely responsible for Buyer's compliance with Buyer's tax obligations; and
- (c) Company bears no liability or responsibility with respect to any tax consequences to Buyer.



## **ARTICLE FIVE: REPRESENTATIONS AND WARRANTIES OF BUYER**

By buying Cavorites, Buyer represents and warrants to each of the PINAKA Parties that:

### **5.1. Authority.**

Buyer has all requisite power and authority to execute and deliver this Agreement, to use the CAVORITE Distribution Contract, purchase Cavorites, 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 Cavorites.
- 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.

### **5.2. 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.

### **5.3. 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.

### **5.4. Buyer Status.**

Buyer is not subject to any of the disqualifying events listed in Rule 506(d)(1) of Regulation D under the Securities Act of 1933 (a “Buyer Event”), and there is no proceeding or investigation pending or, to the knowledge of Buyer, threatened by any governmental authority, that would reasonably be expected to become the basis for a Buyer Event.

### **5.5. 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 Cavorites, 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 CAVORITE Tokens, and liability to the PINAKA 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 Cavorites.

### **5.6. Funds; Payments.**

a. Funds. The funds, including any fiat, virtual currency or cryptocurrency, Buyer uses to purchase Cavorites 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 the Cavorites 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 there under by the Financial Crimes Enforcement Network, as such regulations may be amended from time to time.

## **5.7. 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 counterterrorism financing requirements.

### **b. Sanctions Compliance.**

Neither Buyer, nor any person having a direct or indirect beneficial interest in Buyer or Cavorites being acquired by Buyer, or any person for whom Buyer is acting as agent or nominee in connection with Cavorites, 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 is using the CAVORITE Distribution Contract, the Cavorite Contract and purchasing Cavorites at the Buyer's sole risk and that the CAVORITE Distribution Contract, the Cavorite Contract and Cavorites 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 Company and Buyer shall rely on its own examination and investigation thereof.

**6.2. No Representation or Warranty.**

(A) COMPANY DOES NOT MAKE AND EXPRESSLY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS, IMPLIED OR STATUTORY; AND

(B) WITH RESPECT TO THE CAVORITE DISTRIBUTION CONTRACT, THE CAVORITE CONTRACT AND THE CAVORITE TOKENS, COMPANY SPECIFICALLY DOES NOT REPRESENT AND WARRANT AND EXPRESSLY DISCLAIMS ANY REPRESENTATION OR WARRANTY, EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION, ANY REPRESENTATIONS OR WARRANTIES OF TITLE, NONINFRINGEMENT, MERCHANTABILITY, USAGE, SUITABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, OR AS TO THE WORKMANSHIP OR TECHNICAL CODING THEREOF, OR THE ABSENCE OF ANY DEFECTS THEREIN, WHETHER LATENT OR PATENT.

## **ARTICLE SEVEN: RISKS**

### **CAVORITES 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 the Cavorites (including those not discussed herein), all of which could render the Cavorites worthless or of little value:

#### **7.1. No Rights, Functionality or Features.**

Cavorites have no rights, uses, purpose, attributes, functionalities or features, express or implied. Cavorites do not entitle holders to participate on the CAVORITE Platform, even if the CAVORITE Platform is launched and the CAVORITE Software's development is finished and the CAVORITE Software is adopted and implemented.

#### **7.2. CAVORITE Platform.**

Buyer should not purchase Cavorites in reliance on the CAVORITE Platform because Cavorites are not usable on the CAVORITE Platform and do not entitle Buyer to anything with respect to the CAVORITE Platform.

#### **7.3. Blockchain Delay Risk.**

On the blockchains, timing of block production is determined by proof of work or any other mechanism, so block production can occur at random times. For example, ETH contributed to the CAVORITE Distribution in the final seconds of a distribution period may not get included for that period.

#### **7.4. Ability to Transact or Resell.**

Buyer may be unable to sell or otherwise transact in CAVORITE Tokens at any time, or for the price Buyer paid. By using the CAVORITE Distribution Contract or the Cavorite Contract or by purchasing Cavorites, Buyer acknowledges, understands and agrees that:

- (a) Cavorites may have no value;
- (b) There is no guarantee or representation of liquidity for the Cavorites; and

(c) the PINAKA Parties are not and shall not be responsible for or liable for the market value of CAVORITE Tokens, the transferability and/or liquidity of Cavorites and/or the availability of any market for Cavorites through third parties or otherwise.

#### **7.5. Token Security.**

Cavorites may be subject to expropriation and or/theft. Hackers or other malicious groups or organizations may attempt to interfere with the CAVORITE Distribution Contract, the Cavorite Contract or the Cavorites in a variety of ways, including, but not limited to, malware attacks, denial of service attacks, consensusbased attacks, Sybil attacks, smurfing and spoofing.

Furthermore, because the distribution platform rests on open source software and Cavorites are based on open source software, there is the risk that the platform may contain intentional or unintentional bugs or weaknesses which may negatively affect the Cavorites or result in the loss of Buyer's Cavorites, the loss of Buyer's ability to access or control Buyer's Cavorites or the loss of crypto assets in Buyer's account. In the event of such a software bug or weakness, there may be no remedy and holders of Cavorites are not guaranteed any remedy, refund or compensation.

#### **7.6. Access to Private Keys.**

Cavorites 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 Cavorites will result in loss of such Cavorites, access to Buyer's Cavorite balance and/or any initial balances in Blockchain.

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 Cavorites. Company is not responsible for any such losses.

#### **7.7. New Technology.**

The CAVORITE Software and the CAVORITE Platform and all of the matters set forth in the White Paper are new and untested. The CAVORITE Software might not be capable of completion, implementation or adoption. It is possible that no Blockchain utilizing the CAVORITE Software will be ever be launched and there may never be an operational CAVORITE Platform.

Buyer should not rely on the CAVORITE Software or the ability to receive tokens associated with the CAVORITE Platform in the future. Even if the CAVORITE Software is completed, implemented and adopted, it might not function as intended, and any tokens associated with a blockchain adopting the CAVORITE Software may not have functionality that is desirable or valuable. Also, technology is changing rapidly, so the Cavorites and any tokens transferable on the CAVORITE Platform may become outdated.

#### **7.8. Reliance on Third-Parties.**

Even if completed, the CAVORITE Software 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 of might have a material adverse effect on the CAVORITE Software and CAVORITE Platform.

#### **7.9. Failure to Map a Public Key to Buyer's Account.**

Failure of Buyer to map a public key to Buyer's account may result in third parties being unable to recognize Buyer's CAVORITE Token balance on the Ethereum blockchain when and if they configure the initial balances of a new blockchain based upon the CAVORITE Software of which Company makes no representation or guarantee.

#### **7.10. Exchange & Counterparty Risks.**

If Buyer sends ETH to the Cavorite Contract from an exchange or an account that Buyer does not control, pursuant to the Cavorite Contract, Cavorites will be allocated to the account that has sent ETH; therefore,

Buyer may never receive or be able to recover Buyer's Cavorites. Furthermore, if Buyer chooses to maintain or hold Cavorites through a cryptocurrency exchange or other third party, Buyer's Cavorites 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 CAVORITE Software. By using the CAVORITE Distribution Contract, using the Cavorite Contract and/or by purchasing CAVORITE Tokens, Buyer acknowledges and agrees that Buyer sends ETH to the Cavorite Contract through an exchange account and/or holds Cavorites on a cryptocurrency exchange or with another third party at Buyer's own and sole risk.

### **7.11. Changes to the CAVORITE Software.**

The CAVORITE Software is still under development and may undergo significant changes over time.

Although Company intends for the CAVORITE Software to have the features and specifications set forth in the White Paper, Company may make changes to such features and specifications for any number of reasons, and any party that adopts the CAVORITE Software and launches the CAVORITE Platform also may make changes, any of which may mean that the CAVORITE Platform does not meet Buyer's expectations.

### **7.12. Risk of Alternative Blockchains based on CAVORITE Software.**

The CAVORITE Software will not likely be licensed under an open source license until after the end of the CAVORITE Distribution Period; however, it is possible somebody will not respect the CAVORITE Software copyright or will modify the CAVORITE Software after it has been released under an open source license. Therefore, it is possible for someone to utilize the CAVORITE Software to build and launch blockchain protocols using a token distribution other than the one intended for the Cavorites pursuant to the CAVORITE Software both prior to or after the CAVORITE Software has become licensed as open source.

### **7.13. Risk of Lack of Transferability in Blockchain Cryptographic Token.**

The CAVORITE Software is built such that any blockchain that adopts the CAVORITE Software will require approval of holders of not less than 15% of the total issued and outstanding Cavorites before tokens on such blockchain (the "Blockchain Tokens") can be transferred. In other words, if the CAVORITE Software is adopted, it will be the responsibility of holders holding at least 15% of the issued and outstanding Cavorites to adopt one or more blockchains in order for Blockchain Tokens received on such blockchains to be transferrable.

Buyer acknowledges, understands and agrees that if the CAVORITE Software is adopted and the requisite vote described above is not obtained, Buyer may not be able to transfer any Blockchain Tokens Buyer receives.

**7.14. Project Completion.** The development of the CAVORITE Software 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.



### **7.15. Lack of Interest.**

Even if the CAVORITE Software is finished and adopted and the CAVORITE Platform is launched, the ongoing success of the CAVORITE Platform relies on the interest and participation of third parties like developers. There can be no assurance or guarantee that there will be sufficient interest or participation in the CAVORITE Platform.

### **7.16. 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 Cavorites in various ways, including, for example, through a determination that Cavorites are regulated financial instruments that require registration.

Company may cease the distribution of Cavorites, the development of the CAVORITE Software or cease operations in a jurisdiction in the event that governmental actions make it unlawful or commercially undesirable to continue to do so.

### **7.17. Risk of Government Action.**

As noted above, the industry in which Company 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 Company and/or pursue enforcement actions against Company. Such governmental activities may or may not be the result of targeting Company in particular.

All of this may subject Company to judgments, settlements, fines or penalties, or cause Company to restructure its operations and activities or to cease offering certain products or services, all of which could harm Company's reputation or lead to higher operational costs, which may in turn have a material adverse effect on the Cavorites and/or the development of the CAVORITE Software.

## **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 PINAKA Parties of any kind in any jurisdiction that would give rise to any Damages whatsoever, on the part of any PINAKA Party. Each of the PINAKA Parties shall not be liable to Buyer for any type of Damages, even if and notwithstanding the extent a PINAKA Party has been advised of the possibility of such Damages. Buyer agrees not to seek any refund, compensation or reimbursement from a PINAKA 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 PINAKA Parties, whether in contract, warrant, tort or other theory, for Damages to Buyer under this Agreement exceed the amount received by Company from Buyer.

### **8.3. Force Majeure.**

Buyer understands and agrees that Company 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, 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 PINAKA 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 PINAKA 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 PINAKA Party arising from or relating to:

- (i) Buyer's purchase or use of Cavorites;
- (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
- (v) any act or omission of Buyer that is negligent, unlawful or constitutes willful misconduct.

b. Company 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 the Buyer and Company.

## **ARTICLE NINE: DISPUTE RESOLUTION**

### **9.1. Informal Dispute Resolution.**

Buyer and Company 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 arbitration under the London Court of International Arbitration (LCIA) 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 one who shall be selected by Company. The seat, or legal place, of arbitration shall be London, England.

The language to be used in the arbitral proceedings shall be English. The governing law of the Agreement shall be as set forth in Section 10.1 herein. 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.

Company and Buyer will each pay their respective attorneys’ fees and expenses. Notwithstanding the foregoing, Company 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 Company and will not be brought as 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 and Venue.**

This Agreement shall be governed in all respects, including as to validity, interpretation and effect, by the laws of the Cayman Islands, without giving effect to its principles or rules of conflict of laws, to the extent such principles or rules are not mandatorily applicable by statute and would permit or require the application of the laws of another jurisdiction.

### **10.2. Assignment.**

Buyer shall not assign this Agreement without the prior written consent of PINAKA. Any assignment or transfer in violation of this Section 10.2 will be void. Company may assign this Agreement to an affiliate. Subject to the foregoing, this Agreement, and the rights and obligations of the Parties hereunder, will be binding upon and inure to the benefit of their respective successors, assigns, heirs, executors, administrators and legal representatives.

### **10.3. 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 PINAKA Party about the Cavorites, the CAVORITE Software, the CAVORITE Platform, Blockchain Tokens or any other tokens on the CAVORITE Platform.

### **10.4. 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.

#### **10.5. Modification of Agreement.**

Company may modify this Agreement at any time by posting a revised version on the Website, available at [https://CAVORITE/purchase\\_agreement](https://CAVORITE/purchase_agreement). 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.

#### **10.6. Termination of Agreement;**

Survival. This Agreement will terminate upon the completion of all sales in the Cavorite Distribution. Company 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 of 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.

#### **10.7. No Waivers.**

The failure by Company to exercise or enforce any right or provision of this Agreement will not constitute a present or future waiver of such right or provision nor limit Company's right to enforce such right or provision at a later time. All waivers by Company must be unequivocal and in writing to be effective.

#### **10.8. 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 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.

**10.9. Electronic Communications.**

Buyer agrees and acknowledges that all agreements, notices, disclosures and other communications that Company provides Buyer pursuant to this Agreement or in connection with or related to Buyer's purchase of Cavorites, including this Agreement, may be provided by Company, in its sole discretion, to Buyer, in electronic form.

## **EXHIBIT A: CAVORITE DISTRIBUTION**

The Cavorite Distribution will start on **June 26, 2017 at 13:00 UTC**.

One billion (1,000,000,000) Cavorites will be distributed according to the schedule below:

1. 50,000,000 CAVORITE (5% of the total amount of Cavorites) will be reserved for Early Donators to the Project.
2. 250,000,000 CAVORITE (25% of the total amount of Cavorites) will be distributed beginning on May 26, 2018 at 13:00 UTC in the Pre-ICO.
3. 700,000,000 CAVORITE (70% of the total amount of Cavorites) will be distributed beginning on August 1, 2018 at 13:00 UTC in the ICO.

At the end of each period referred to above, the respective set number of Cavorites set forth above will be distributed to all authorized purchasers.