

Agreement to sell tokens SBI (TOKENSALE AGREEMENT)

This Agreement regulates the relations between the company "Invest-Technology", which is a Site Administrator <https://sbinvest.pro> and the Buyer, and sets out general rules and procedure of buying Tokenov SBI Buyer on specified in this User Agreement conditions.

The agreement is a public offer. The buyer should carefully read, read and unconditionally accept the provisions of this Agreement with the consent of with them. In cases not covered by this Agreement (including, but not limited to intellectual property rights, dispute resolution, etc.), the terms and conditions of sale of SBI Tokens are applied to the relations arising under this Agreement.

Agreement may be amended by the Company at any time unilaterally. The new edition of the User Agreement comes into force from the moment of its placement on the site <https://sbinvest.pro>, unless otherwise expressly indicated.

1. DEFINITIONS AND TERMS

Subsoil Blockchain Investitions - preparing projects for industrial processing and subsequent sale of deposits of block stone in different colors (mostly black).

Company - Limited Liability Company "Invest-Tehnolgii", registered in the Russian Federation, Republic of Karelia, Petrozavodsk.

The buyer - an individual who has reached the age limit in accordance with the law for acceptance of this Agreement, and having full legal capacity to carry all the rights and obligations under this Agreement, but in any case not less than 18 years.

The agreement for the sale of tokens - this agreement, as well as other rules and documents, which determine the order of buying tokens SBI.

Whitepaper - the main document describing the project Subsoil Blockchain Investitions, conditions of participation, the "road map" and other basic general conditions for all participants.

Website <https://sbinvest.pro> - the online resource that represents a collection of information contained in the system information and intellectual property (. Including computer programs, database, graphical interface design (design), etc.), access to which is provided with various user devices connected to the Internet through a special software for web browsing (browser) at <https://sbinvest.pro> (including domains following levels apply to these addresses) or mobile Ap s.

Mobile application - software for portable (mobile) devices mounted or loads the user to such devices using various software platforms designed to access the site <https://sbinvest.pro>.

Services - functionality, service, services, tools available to users on the site <https://sbinvest.pro>.

ICO (Initial Coin Offering) - Implementation (provision) tokens **SBI** users to start full operation of the service site in order to attract resources for the promotion of the Site under certain conditions.

Pre-ICO (Preliminary Initial Coin Offering) Implementation (provision) Tokens **SBI** users on favorable terms prior to the ICO in order to mining processes, carried out under the ICO, identifying and correcting possible errors, is also carried out in order to attract resources for the promotion of the Site.

Token SBI - Entry smart contract in Ethereum blockchain network, confirming the transaction addresses Project **Subsoil Blockchain Investments** to the address of the User. While not explicitly stated otherwise, the token **SBI** considered users, businesses and other entities as a digital financial asset - property in electronic form, created with the use of cryptographic tools, produced by a legal entity or individual entrepreneur to attract financing.

Token Acquisition of SBI - User perform actions aimed at creating a network in blockchain Ethereum transaction addresses of users to address **Subsoil Blockchain Investments** in exchange for Token SBI.

Cryptocurrency - Bitcoin (BTC), ether (ETH) and others, which the Company will receive as payment for the tokens.

Credentials - a unique username (email address) and password, generated independently by the User during registration on the Site, or any changes to downstream users through My Account, or other means used to authenticate users on the Internet resource and enter the Personal Cabinet.

Personal Area - personal section of the User on the website <https://sbinvest.pro>, associated with the user account on the website, where the user is available use a separate service project **Subsoil Blockchain Investments** and control of individual user credentials and is also available a special document upload interface and copies them to intended use of the Services project **subsoil BlockchainInvestitions**.

Register - a set of actions of the User in accordance with the stated on the website's instructions, including the provision of records and other information (including downloading documents and copies thereof) performed by the user using a special form of the user

interface of the Site in order to form a personal account and access the individual service site .

Information - any materials or information provided by users of the company in connection with the use of the Site.

Smart Contract - contract smart Ethereum representing the mechanism of creation and distribution of tokens.

2. Acceptance of this Agreement

2.1. This Agreement is binding on the parties to this Agreement, subject to the following conditions:

2.1.1. The buyer makes a note in a special section on the website to indicate that he has read, understands and agrees to the terms of this Agreement;

2.1.2. The company receives payment for tokens at the Buyer.

2.2. The company has established conditions for the sale of tokens, which may from time to time be amended by the Company's own discretion, which are incorporated herein by reference. The buyer has read, understood and agree to these terms.

2.3. The company has prepared **Whitepaper**, which may from time to time may be amended on the Company's sole discretion. The buyer has read and understands **Whitepaper** and its content, which is not mandatory for the Company and is subject to change according to the current research and development projects **Subsoil Blockchain**Investitions.

2.4. The Company and the Purchaser are independent contractors, and neither of the parties is not an agent of another for prosecution any purpose, in any way associated with this condition.

2.5. Token purchase from the Company does not create any form of partnership, joint risk or any other similar relationship between the Purchaser and the Company.

3. LEGAL STATUS token

3.1. Tokens are for use only:

3.1.1. to ensure the use and interaction with the Site and to support its development, testing and operation;

3.1.2. as a means for obtaining Services;

3.1.3. as a means of generating income tokensbuyers;

3.1.4. as a means to vote.

3.2. Buyer accepts these terms and agree that:

3.2.1. Buyer is solely responsible to determine whether a buyer could legally buy tokens in his jurisdiction and whether a buyer could resell the tokens to another buyer in such jurisdiction;

3.2.2. He does not get tokens for any other purpose or purposes other than specified in paragraph 3.1. No representative of the Company has no other obligations, except as expressly provided in this Agreement.

3.3. Important additional information about tokens, site services and project itself, are given in the Whitepaper.

3.4. Purchase of tokens in the property, shall not have any rights, express or implied, in addition to the rights specified in paragraph 3.1:

3.4.1. They do not constitute a loan to the Company's representatives;

3.4.2. do not give the buyer the right to property or other rights of any other company.

3.5. For avoidance of doubt, and regardless of the provisions of the **Whitepaper**, the Company does not grant the right to any guaranteed form of dividends, income distribution, and the right to vote, unless otherwise agreed between the Purchaser and the Company itself or otherwise in the **Whitepaper**, or in this Agreement.

3.6. For the purposes of this Agreement, the tokens should be considered as a financial asset with a digital cryptographic elements, which are sold as utilities tokens for the operation of the Project.

3.7. The company provides the right tokens buyers **SBI** to participate in a charity smart contract with the subsequent distribution of the OED's participation in the project **Subsoil Blockchain Investments** in proportion to the number of tokens purchased by **SBI** for charitable purposes.

3.8. All Buyers tokens **SBI** (hereinafter - the token holders) are entitled to vote on resolutions to increase or return (if the project is not implemented) contributions received.

3.9. Although tokens can be traded, they are not investments, currency, or commodity or any other financial instrument. Tokens are not intended for sale, where they are prohibited by applicable law or require further registration in any relevant public authority.

3.10. The company does not provide assurance that the tokens will be exchanged for others.

3.11. This Agreement shall in no way associated with the initial public offering or an action / property and has no relation to the placement of securities in any jurisdiction.

3.12. Means obtained by selling tokens Company will be used according to the plan indicated in Whitepaper.

4. GENERAL TERMS OF SALE tokens.

4.1 The essential information is presented in the **Whitepaper**, including details on the timing of, prices at the token and the number of tokens to be sold and distributed. Sending payment for the tokens, the Purchaser acknowledges that he understands and has no objection to this procedure.

4.2. Buyers purchase tokens from the Company during the period of sale of tokens is final, without the possibility of cancellation, except as may be required by applicable law or regulation. Sending payment for the tokens, the Buyer acknowledges that none of the companies is not obliged to provide indemnity for any reason and that the buyer does not receive money or other compensation in lieu of compensation.

4.3. The Company reserves the right to refuse or cancel the purchase tokens at any time at the sole discretion of the Company.

4.4. The customer must provide an e-wallet to purchase tokens.

4.5. Tokens are not available or do not apply and can not be resold or otherwise disposed of by their owners by natural and legal persons with a permanent place of residence, seat or the place of their registration in the country or territory where the transaction is prohibited by digital tokens or any way limited by applicable law or regulations, or to be banned or restricted after the signing of this Agreement.

4.6. Persons whose rights and duties are limited, limited to the purchase and use of tokens.

4.7. Exclusive responsibility of the buyer is to check at the time of conclusion of this Agreement:

4.7.1. whether the buyer is allowed to buy tokens in accordance with applicable laws and regulations;

4.7.3. whether the buyer is allowed by applicable laws and regulations to use tokens in the order indicated on the Site.

4.8. If a person acquires tokens on illegal, unauthorized and fraudulent basis, any transactions and transactions concluded with such person in respect of tokens are invalid, including, but not limited to, the following:

4.8.1. operation, resulting decision hereof;

4.8.2. the acquisition of tokens;

4.8.3. payment transactions.

4.9. None of the company representatives are not associated the transaction or operation described in paragraph 4.8, and accordingly the discretion:

4.9.1. take all necessary and appropriate steps to apply and enforce the consequences of the operations referred to above;

4.9.2. notify the appropriate authorities to conduct transactions or operations;

4.9.3. means to retain all or freeze them up until the situation is resolved by the body or passed to the account corresponding financial body, or to apply to the coating loss or liability or compensate means in accordance with applicable laws.

4.10. Any person acquiring tokens, bears full responsibility for the damage caused to the Company and the obligation to defend and protect the Company against any losses and expenses incurred by the Company arising from the acquisition of such participation.

4.11. The company does not offer or distributes tokens and does not conduct business (activity) in the countries and territories where the operation of digital tokens or with their use fall under the restrictive rules or require registration or licensing of the Company with any governmental agencies.

5. RISKS

5.1. Buyer acknowledges and agrees that there are risks associated with the acquisition and use of tokens to obtain the services of the Site, as described and explained in the **Whitepaper**. Sending payment for the tokens, the Buyer acknowledges and accepts these risks.

6. SECURITY

6.1. Buyer must take reasonable measures to ensure the security of their electronic purse or other storage mechanism used for receiving and storing the purchased tokens, including any necessary electronic keys or other credentials required for access to such storage mechanisms.

6.2. In the event that the Purchaser lost the key to the electronic purse or any device connected to the accounting recording of the Buyer or the Buyer does not identify your credentials, it may lose all tokens. The Company is not responsible for the loss of the Buyer tokens.

7. Information for buyers

7.1. The Company may, at its discretion, to determine the need to obtain specific information about the buyer to comply with applicable laws or regulations.

7.2. Buyer agrees to submit to the Company or another person designated by the Company immediately the information requested by the Company, which may refuse to sell tokens to the Buyer until he fails to provide such requested information.

8. RESPONSIBILITY OF THE BUYER FOR TAXES

8.1. The purchase price, which the buyer pays for the tokens do not include all applicable taxes. The buyer is solely responsible for determining what taxes, if any, apply to the purchase of tokens, including sales, use, value-added and similar taxes.

8.2. Buyer is responsible for withholding, collecting, reporting and interpretation of tax arising in connection with the purchase of a token to the appropriate tax authorities.

8.3. The Company shall not be liable in respect of any tax, associated with the acquisition of the token.

9. GUARANTEES

9.1. Sending payment for the tokens, the Buyer provides and guarantees the Company that each of the following representations and warranties is true, accurate and not misleading:

9.1.1. The buyer has read and accepted this **Whitepaper**, Agreement, **WEBSITE TERMS OF USE** and **PRIVACY POLICY**;

9.1.2. The buyer has read and accepted the risks associated with the tokens specified in this Agreement, as well as the Whitepaper;

9.1.3. The purchaser has a sufficient understanding of the functions, use, storage, transmission and other physical characteristics of the mechanisms of cryptographic tokens, tokens of storage mechanisms, blockchain technology and software systems in order to understand this Agreement and to evaluate the risks and consequences of the acquisition of the token;

9.1.4. Buyer received sufficient information about the token for a decision on their acquisition;

9.1.5. Buyer understands that the value of the tokens over time can return to the full;

9.1.6. The buyer has all the necessary powers to implement this Agreement;

9.1.7. The buyer was 18 years old and he has full legal capacity to acquire tokens;

9.1.8. if the Buyer is a legal entity, the Buyer shall be duly registered in accordance with the applicable laws of its jurisdiction. Person acquiring tokens on behalf of the legal person shall be authorized to accept this Agreement on behalf of such an organization, and that such a person would be liable for breach of this Agreement;

9.1.9. The buyer is not a person limited in capacity;

9.1.10. Introduction and implementation of this Agreement shall not result in any violations;

9.1.11. The buyer is obliged to comply with any applicable tax liability in its jurisdiction arising from the purchase of the appropriate tokens;

9.1.12. The implementation of this Agreement shall not require the approval or other actions of state bodies, other than the Purchaser;

9.1.13. Tools, including any digital assets, buy fiat currency, virtual currency or Cryptocurrency, used by the Purchaser for the purchase of tokens, not related to any illegal activities, including, but not limited to money laundering or terrorist financing, and the Buyer shall not use the tokens to finance, participation or otherwise maintain any illegal actions.

9.2. Buyer agrees that if his country of residence, or other circumstances change in such a way that any of the representations and warranties specified in paragraph 9.1, is no longer valid, the buyer shall immediately cease use of the Site.

9.3. Buyer hereby acknowledges and agrees that the tokens are sold "as is", "as available" and "with all faults", and is buying tokens is entirely at your own risk with no explicit guarantees of any kind by the Company.

9.4. The Company does not guarantee that the payment tokens or receive tokens will be without interruption, without errors, free of charge or may not contain viruses or other harmful components, or that tokens are reliable and error-free. As a result, the acquirer recognizes and understands that it may lose the entire amount you paid the company.

10. LIMITATION OF LIABILITY

10.1. None of the parties shall not be liable for any damages arising in any way, and related to the sale or use of tokens, use the Site or otherwise relating to this Agreement.

10.2. The aggregate liability of representatives of companies (together), whether it is a contract, warranty, in tort (including negligence, whether active, passive or conditional) or other liability arising out of this Agreement or related to it, can not exceed the amount that the buyer pays tokens for the company.

10.3. To the fullest extent permitted by law, the Purchaser waives any rights or actions against the Company of any kind in any jurisdiction.

10.4. The company will not be responsible for any delay or failure to perform any obligation under this Agreement, in which the delay or failure occur for any reason beyond the reasonable control.

10.5. If applicable law does not allow to apply all or any part of the above limitation of liability of the Buyer, the restrictions will apply to the Buyer only to the extent that they are permitted by applicable law.

10.6. Buyer understands and agrees that the Purchaser's obligation to ensure compliance with any law relating to his country of residence in respect of the purchase and use of tokens, and that the Company shall not be responsible for any illegal or unauthorized acquisition or use of tokens.

10.7. Buyer fully comply with current legislation, and also provides compensation for the Company of any claims, damages, losses, costs and expenses (including attorneys' fees) incurred by the Company arising from:

10.7.1. Buyer purchase tokens and use of tokens or the Site;

10.7.2. Buyer violation hereof;

10.7.3. any inaccuracy in any warranties of the Buyer;

10.7.4. Buyer violation of any rights of any other person or entity;

10.7.5. Any action or inaction of the Buyer, that is careless, drug or represents intentional wrongdoing.

10.8. The Company reserves the right to exercise sole control at the expense of the Buyer, as well as any claim to be compensated.

10.9. The Company assumes no liability to the Buyer in connection with any force majeure events, including natural disasters, labor disputes or other industrial disturbances, electrical, telecommunications, hardware, software, or other failures in the operation, software or intellectual contracts earthquakes, storms or other events related to the nature, blocking, embargos, riots, acts or regulations of government, acts of terrorism or wars, technological changes, changes in interest rates or other monetary conditions.

10.10. In the event of force majeure, the party that is unable to fulfill the obligations, may decide to suspend the operation of this Agreement, in whole or in part, for the duration of force majeure. The other side of this Agreement, shall cooperate with and assist the injured party all reasonable means to minimize the impact of force majeure.

11. GOVERNING LAW AND DISPUTE RESOLUTION

11.1. This Agreement shall be governed by, construed and enforced in accordance with the legislation of Russian Federation (with the exception of conflict of laws rules on the back of a reference) as long as otherwise expressly stated to be in the official documents of the project

Subsoil Blockchain Investments.

11.2. The buyer and the company work together in good faith to resolve any dispute arising out of (or because) of this Agreement, including any question regarding its existence, validity, interpretation, breach or termination, as well as any non-contractual obligations or other matters arising in connection with it. If the parties to this Agreement may not resolve the dispute within 90 days from the date of notification of such a dispute, it shall be finally settled in arbitration.

11.3. Any dispute shall be referred to and finally resolved by arbitration in accordance with the rules of the arbitration court of the Russian Federation.

11.4. The venue of arbitration is the Russian Federation. Language of the arbitration shall be Russian.

11.5. Any judgment is final and binding from the date of its publication.

11.6. The parties agree to keep confidential all matters relating to the arbitration, including legal proceedings, to the greatest extent possible.

12. MISCELLANEOUS

12.1. This Agreement constitutes the entire agreement between the Purchaser and the Company, relating to the purchase of tokens **SBI** from the Company. This Agreement supersedes all prior representations, understandings, agreements or communications between the Buyer, whether written or oral.

12.2. If any provision of this Agreement in the future becomes illegal, invalid or unenforceable under the laws of any jurisdiction, the legality, validity or enforceability in that jurisdiction to the other provisions of this Agreement shall not affect the fulfillment of obligations.

12.3. The Company reserves the right to change, modify, add, or remove portions of this Agreement without any reason at any time during the sale of tokens by posting the amended Agreement on the Website <https://sbinvest.pro>. The revised version will operate unless otherwise indicated. If the Buyer does not agree with the amendments and changes, it must cease to access or use the Site.

12.4. The Company may carry the rights and obligations of the Company in accordance with this Agreement.

12.5. The inability of the Company to exercise or enforce any right or provision of this Agreement will not be calculated as a waiver of such right or provision.

12.6. Except as otherwise provided herein, this Agreement is intended solely for the benefit of the Purchaser and the Company and is not intended to represent the rights of third party beneficiaries.

12.7. All notices, requests, claims, demands and other communications relating to this Agreement will be submitted in electronic form:

12.7.1. posting a notice on the website <https://sbinvest.pro>, or

12.7.2. by sending an e-mail address.

12.8. Notice that the Purchaser will send the Company must be provided to the Company by e-mail: a_belonogov@mail.ru.

12.9. Each party to this Agreement has a real opportunity to influence the terms of this Agreement, and propose, to add and exclude any provisions of this Agreement.