



NAgriCoin

Natural Agricultural Technologies

NGR Token Sale Terms and Conditions

NGR Token Sale Terms and Conditions



Introduction

PLEASE READ CAREFULLY THESE TERMS AND CONDITIONS AS THEY AFFECT YOUR LEGAL RIGHTS AND OBLIGATIONS, AND ENTAIL LEGAL CONSEQUENCES INCLUDING, BUT NOT LIMITED TO WAIVERS OF RIGHTS AND LIMITATION OF LIABILITY. IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS AS A WHOLE OR WITH ANY OF ITS PROVISIONS, YOU MUST NOT USE THE WEBSITE AVAILABLE IN THE INTERNET VIA [HTTPS://NAGRICOIN.IO](https://nagricoin.io), OR BUY THE NGR TOKENS.

THESE AGREEMENT TERMS & CONDITIONS ARE NOT TO BE REGARDED AS AN OFFER OF SECURITIES, OR AN APPEAL TO BUY OR SELL STOCKS OR SHARES OF ANY AFFILIATED OR ASSOCIATED COMPANY.

THIS DOCUMENT IS NOT SETTLED IN CONFORMITY TO LEGISLATION OR RULES TO PROTECT INVESTORS' RIGHTS OF ANY JURISDICTION.

SOME OF THE STATEMENTS, EVALUATIONS, AND FINANCIAL INFORMATION IN THIS DOCUMENT AND/OR THE WHITE PAPER ARE VALUE JUDGEMENTS OF THE NAGRI PROJECT PARTICIPANTS, AND MAY CONTAIN RISKS AND INACCURACIES, WHICH MAY LEAD TO EVENTS AND RESULTS CAUSING ECONOMICAL EFFECT.

THIS DOCUMENT IS DRAWN IN THE ENGLISH AND RUSSIAN LANGUAGES, AND IS A PRIMARY OFFICIAL SOURCE OF INFORMATION ABOUT THE NGR TOKEN.

THE INFORMATION IN THIS DOCUMENT MAY BE LIABLE TO INACCURACIES, GRAMMATICAL AND SYNTACTICAL MISTAKES IN CASE OF TRANSLATION INTO OTHER LANGUAGES AND/OR USING ITS PARTS IN MESSAGE COMMUNICATION WITH THE PRESENT AND POTENTIAL CLIENTS, CONSULTANTS, PARTNERS, SINCE ACCURACY IN USING SUCH COMMUNICATION CANNOT BE GUARANTEED.

IN CASE OF DOUBTS OR DISCREPANCIES IN THE TRANSLATED VERSIONS, THIS DOCUMENT DRAWN IN ENGLISH IS PRIORITIZED AND IS THE SOURCE OF OFFICIAL INFORMATION.

YOU CAN NOT PURCHASE OR USE THE NGR TOKENS WITH THE PURPOSE OF LAUNDERING MONEY ACQUIRED BY CRIME, TERRORIST FINANCING, AND/OR ESCAPE OF THE CONSEQUENCES OF ILLEGAL ACTIONS THAT ARE A SUBJECT TO FINANCE CONTROL.

THE "INVESTMENTS" DEFINITION FOR THE PURPOSES OF THIS DOCUMENT, AS WELL AS THE WHITE PAPER, AND OTHER DOCUMENTS MUST BE UNDERSTOOD AS PURCHASING A TOKEN OR A CRYPTOCOIN OFFERED FOR SALE TO THE USERS.

THE "INVESTOR" DEFINITION FOR THE PURPOSES OF THIS AGREEMENT, AS WELL AS THE WHITE PAPER, AND OTHER DOCUMENTS MUST BE UNDERSTOOD AS A PRESENT OR POTENTIAL NGR TOKEN HOLDER.

THE CITIZENS, RESIDENTS, OR PERSONS HAVING A PRIMARY RESIDENCE OR DOMICILE IN THE UNITED STATES OF AMERICA, THE PEOPLE'S REPUBLIC OF CHINA, AND SINGAPORE AND/OR COMPANIES REGISTERED, ESTABLISHED, INCORPORATED IN THE JURISDICTIONS UNDER LEGAL REGULATIONS OF THE UNITED STATES OF AMERICA ARE BANNED FROM PURCHASING THE TOKENS.

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General Provisions.

The definitions used in these Terms:

The Company – Nagritech International Distributors Limited, a company registered in Ireland by the address: Gateway House, 133 Capel St, Dublin 1 (hereinafter referred to as the “Company”)

The Nagri Company Product (hereinafter referred to as the Company’s “Product” or “Commodity”) - an organic compound of microelements and antioxidants promoting vegetation growth, which might be widely used in the fields of agriculture and crop production all over the world to increase yields and improve the quality of practically all kinds of crops.

The NGR Token - a token, issued by the Company, allowing to be exchanged for the Company’s commodity on better terms than persons acquiring the Commodity for fiat money.

This Document regulates the NGR Token Sale General Terms & Conditions (hereinafter referred to as the “Terms” or the “Agreement”), including any and all Additional Documents, and constitutes a legally binding agreement between the Company and any and all Participants, it reveals possible risks associated with the purchase and use of the Tokens, and includes limitation of liability and disclaimer of warranties associated with the purchase, possession and use of the NGR Tokens.

You are obliged to read this document in full. By purchasing the NGR Tokens, You confirm that you are aware of every possible risk and implication to the full extent, and accept them.

By purchasing the NGR Tokens, You acknowledge that You are aware of possible revisions of the conditions of this agreement by the Company and realize that neither separate provisions nor the document as a whole is an investment memorandum, and shall not be considered as such.

The NGR Tokens are not securities, their issue is not registered in any of the corresponding governmental institutions, therefore in purchasing the Tokens should not be deemed as securities or a collective investment scheme:

- a. the NGR digital tokens do not grant to the User any voting or ownership rights;
- b. the NGR digital tokens do not grant to the User any freehold interest in the property, participatory interests or intellectual property rights;
- c. the NGR tokens do not grant to the User any profit and passive income from their ownership.

User’s Acceptance

To become a holder of the NGR Digital Token, the User shall read and accept the conditions of this Agreement, which means the acceptance of the Token sales conditions specified by this Agreement.

By purchasing the NGR digital tokens, the User acknowledges and agrees that fully and unconditionally accepts the offer for purchase of the tokens, in accordance with the Terms and Conditions, without any reservation or exception.

If You do not agree to all of the terms of the Agreement, or any of its provisions, You must not purchase the Tokens.

The acceptance of the Conditions of this Agreement happens at the moment of the first purchase of the NGR token and covers all further transactions of the token purchase from the Company.

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The Company shall reserve the right to refuse selling the digital token to anyone who does not meet the requirements and criteria necessary for buying them, as set out in the Agreement or by the applicable law.

The User may purchase the NGR digital tokens during the preliminary sales period (Pre-sale) and the principal sales period (Token Sale) by exchanging ETH for the NGR digital tokens at the exchange rate specified in this Agreement.

Acceptance of the offer is completed by the Buyer by sending the cost of acquisition of the token in ETH to the certain smart-contract address, published on the Company's website, by clicking the "I agree" button on the website after reading these Terms.

Starting from that moment, the Agreement is legally valid and officially accepted by the corresponding User.

The purchase of the tokens during the specified periods is final and non-refundable, except cases when it may be required by the applicable law or regulatory acts.

✔ NGR Token Purpose and Use

The ownership of the Tokens does not imply any other Token holder's rights, direct or indirect, than the Holder's right to receive the Company's Commodity on better terms, in comparison to those who make the purchase for fiat money, in exchange for the NGR Token.

Under "better terms", one should understand the right of the Token Holder to receive a discount (discount) of 10% of the cost of the purchased Product, provided that the Product is paid for in the NGR Tokens (Tokens for Product exchange).

As the Token value is not fixed and its price is formed on exchanges depending on the demand for the Company's Product, the quantity of the NGR Tokens required for exchange for a certain amount of the Company's Product depends on the value of such Product and the value of the Token on the exchange or exchanges and is calculated immediately at the time of the transaction on the Product purchase.

Token NGR does not suggest or guarantee its Holder the right to receive any specified quantity of the Company's Product or its monetary equivalent.

In particular, You acknowledge and accept the fact that the Tokens are not and cannot be regarded as an ownership right or a share, a security or a bond, or any similar right, or the right to receive part of the profits, the intellectual property rights, or another form of participation or connection to the Company and its branches and affiliates, but are solely the rights related to and supported by the limitations and conditions of these Terms and Conditions. The Tokens are not used as a digital currency, securities, commodities, or any other financial instrument. Moreover, the Tokens are not meant for realization, offer for sale, purchase, sale, trading in any jurisdiction in which they are prohibited by the applicable law or require further registration in governmental authority institutions.

Important additional and detailed information regarding the Services, Tokens, and the Company is set out in the Exhibit A of the White Paper.

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✔ Cancellation, Refusal of Purchase Requests

The Token purchases during the sale period are final, and there are no refunds, in case of purchase refusal, or cancellations except as may be required by applicable law or regulation. We reserve the right to refuse the purchase or cancel Token purchase requests at any time in our sole discretion.

✔ The Procedure and Technical Terms of the Token Sale

Important information about the procedure and technical terms of our Token sale is given in the Exhibit B, including details, but not limited to them, related to time frames and pricing of the Token sale, Token quantity proposed for sale, our intended use of revenue from the Token sale.

By purchasing the Tokens, You acknowledge that You understand and do not object to this procedure and technical terms.

✔ Personal Information

We may determine, in our sole discretion, that it is necessary to obtain certain information about You in order to comply with applicable laws or regulations in connection with selling the Tokens to You. You agree to provide us such information promptly upon request, and You acknowledge that We may refuse to sell the Tokens to You until You provide such requested information and we determine that it is permissible to sell You the Tokens under applicable laws or regulations.

✔ Representations and Warranties

By purchasing the Tokens, You represent and warrant that:

You have read and understand these Terms (including all of the Provisions);

You have sufficient understanding of functionality, use, storage, transmission mechanisms, and other material features of cryptographic tokens, token storage mechanisms (such as token wallets), blockchain technology, and blockchain-based software systems to understand these Terms and to appreciate the risks and implications of purchasing the Tokens;

You have sufficient information about the Tokens to make a reasonable decision of the Token purchase;

You understand that the Tokens confer only the rights specified in these Terms (including the Exhibits), and confer no other rights of any form with respect to the Network, or the Company or its branches and/ or service providers, including, but not limited to, any voting, distribution, redemption, liquidation, proprietary (including all forms of intellectual property), or other financial or legal rights;

You purchase of Tokens complies with the applicable laws and regulations in Your jurisdiction, including, but not limited to, (i) legal capacity and any other threshold requirements in Your jurisdiction for the purchase of the Tokens, use of the Tokens within the Network, and entering into contracts with us, (ii) any foreign exchange, anti-money laundering, or regulatory restrictions applicable to such purchase, and (iii) any governmental or other consents that may need to be obtained for such purchase;

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You will comply with any applicable tax obligations in Your jurisdiction arising from the purchase of Tokens;

If You are purchasing Tokens on behalf of any entity, You are authorized to accept the Terms of this Agreement on such entity's behalf and that such entity will be responsible for breach of these Terms by You or any other employee or agent of such entity (references to "Your" in these Terms refer to You and such entity, jointly);

You are not (i) a citizen or resident of a geographic area in which access to or use of the Tokens is prohibited by applicable law, decree, regulation, treaty, or administrative act, (ii) a citizen or resident of, or located in, a geographic area that is subject to U.S. or other sovereign country sanctions or embargoes, or (iii) an individual, or an individual employed by or associated with an entity, identified on the U.S. Department of Commerce's Denied Persons or Entity List, the U.S. Department of Treasury's Specially Designated Nationals or Blocked Persons Lists, or the U.S. Department of State's Debarred Parties List. You agree that if Your country of residence or other circumstances change such that the above representations are no longer accurate, that You will immediately cease using and possessing the Tokens. If You are registering to exchange in future the Tokens for the Company's Product with a discount on behalf of a legal entity, You further represent and warrant that (i) such legal entity is duly organized and validly existing under the applicable laws of the jurisdiction of its organization, and (ii) You are duly authorized by such legal entity to act on its behalf.



Indemnification

- a. To the fullest extent permitted by the applicable law, You will indemnify, defend and hold harmless the Company and its respective past, present and future employees, officers, directors, contractors, consultants, equity holders, suppliers, vendors, service providers, parent companies, subsidiaries, affiliates, agents, representatives, predecessors, successors and assigns 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 the Tokens, (ii) Your responsibilities or obligations under these Terms, (iii) Your violation of these Terms, or (iv) Your violation of any rights of any other person or entity.
- b. The Company reserves the right to exercise sole control over the defense (at Your expense) of any claim subject to indemnification under the "Dispute Resolution" Section. This indemnity is in addition to, and not in lieu of, any other indemnities set forth in a written agreement between Purchaser and the Company.



Limitation of Liability

The NGR Tokens are provided «as is» and «as available» without any explicit or implied liability. The Buyer takes the whole responsibility and risks in regard to purchasing of any number of the NGR Tokens and their further use and possession.

The Buyer directly agrees that, to the fullest extent in accordance with applicable law, the Company is not liable for any kind of damage or loss, including the loss of business, loss in income or profits, loss or damage of data, hardware, or software (special, indirect, exemplary, consequential or other damages or losses), resulting from or arising out of any kind of use or loss of use of the Tokens, or as a result of the NGR Tokens purchase, disregarding of the grounds of the stated liability. The Buyer accepts and agrees that the Company is not liable for any alteration in the NGR Token value.

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The Buyer understand and agree that they shall commit to compliance with any applicable law in the country of their residence, with regard to purchasing the NGR Tokens. The NGR Token purchase does not create any exclusive dealing between the Buyer and the Project, it is not to be considered as a partnership, or a joint venture, or employment or agency relations.

The User acknowledges and agrees that the Company does not warrant the User any anticipated financial or other type of outcome, which is the result of the ownership and use of the the NGR digital tokens.

The User shall take into account that these Terms (Agreement), the White Paper, and other information material and documents, regardless of the manner in which they are distributed, including those placed by the Company or its representatives on the Website, in social media, forums, blogs, and other web resources an so on, contain different details about the Company's perspectives (strategy, operational plans, business objectives, etc.), based on current assumptions and forecasts made by the management and the Project founders guided by personal opinions and experience, and current as of the date of their dissemination.

The User confirm that they realize that such preliminary statements may constitute information of predictive nature (forward-looking statements) in terms of the US Private Securities Litigation Reform Act of 1995 and are made in compliance with provisions on limitation of liability (safe harbor).

Such forward-looking statements include, inter alia, statements of the future growth of the Company on the world market, the future financial and operational results, including expected net profits and revenues, accessing new markets, future demand for the Company's Product, and advertising and marketing initiatives.

Forward looking statements can be identified by the use of such characteristic terminology as "believe", "expect", "anticipate", "estimate", "intend", "plan", "predict", "will", "continue", "lead to", "may", "should", "could", or or the negatives thereof or other variations thereon or comparable terminology. The User agrees that any statement that contains or may contain information of the future of the Company should be regarded and interpreted considering that such statement is of predictive nature, even if the characteristic terminology is not used in distributing such information.

All the forward-looking statements involve risks and uncertainties that may cause the actual future results to be materially different from any implied future results.

The risks mentioned in this Agreement are not exhaustive. The Company operates in a very competitive and rapidly changing environment. From time to time new risks occur, and the Company cannot predict all the risk factors. Also, the Company cannot appreciate the impact of all such risk factors on its business and the extent to which either of the factors or a combination thereof may influence the material difference of such results from those implied.

Taking into consideration these risks and uncertainties, one should not rely on the forward-looking statements as on the prediction of actual performance. In addition, the result specified in the reports should not be regarded as an indicator of the future effectiveness.

Although the Company intends to fulfill all its obligations determined in the documents, it is legally appropriate to formalize the NGR Token Holders' rights; all the participants and Token buyers do it at their own risk and refuse from any claims connected with failure to adhere or inaccurate adherence to the conditions of this Agreement and the White Paper.

The Buyer agrees that the NGR Tokens are not any form of acknowledged or legally binding investment.

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✓ Disclaimer of Liability

To the maximum extent permitted by the applicable laws, You release the Company and other affiliates from responsibility, liability, demands, claims and/or damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in connection with any disputes between the Users, as well as acts or omissions of third parties. You expressly waive any generally accepted rules and common law principles that would otherwise limit the coverage of this release to include only those claims which You may know or suspect to exist in Your favor at the time of agreeing to this release.

✓ Dispute Resolution; Arbitration

- a. **Binding Arbitration.** Except for any disputes, claims, suits, actions, causes of action, demands or proceedings (collectively, «Disputes») in which either Party seeks injunctive or other equitable relief for the alleged unlawful use of intellectual property, including, without limitation, copyrights, trademarks, trade names, logos, trade secrets or patents, You and the Company (i) waive Your and the Company's respective rights to have any and all Disputes arising from or related to these Terms resolved in a court, and (ii) waive Your and the Company's respective rights to a jury trial. Instead, You and the Company will arbitrate Disputes through binding arbitration (which is the referral of a Dispute to one or more persons charged with reviewing the Dispute and making a final and binding determination to resolve it instead of having the Dispute decided by a judge or jury in court).
- b. **No Class Arbitrations, Class Actions or Representative Actions.** Any Dispute arising out of or related to these Terms is personal to You and the Company and will be resolved solely through individual arbitration and will not be brought as a 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.
- c. **Notice; Informal Dispute Resolution.** Each Party will notify the other Party in writing of any Dispute within thirty (30) days of the date it arises, so that the Parties can attempt in good faith to resolve the Dispute informally. Notice to the Company shall be sent by email to the Company at nagri@nagricoin.io. Notice to You shall be by email to the email address you provide to us in Your profile. Your notice must include (i) your name, postal address, email address and telephone number, (ii) a description in reasonable detail of the nature or basis of the Dispute, and (iii) the specific relief that you are seeking. If You and the Company cannot agree how to resolve the Dispute within thirty (30) days after the date the notice is received by the applicable Party, then either You or the Company may, as appropriate and in accordance with this Clause, commence an arbitration proceeding or, to the extent specifically provided for in this Section, file a claim in court of Ireland.
- d. **Arbitration proceedings.** Any Dispute arising out of or in connection with these Terms and Conditions (including the Exhibits), including any question regarding their existence, validity, or termination shall be referred to and finally resolved by binding arbitration administered in Ireland in accordance with the Dublin Dispute Resolution Centre Rules ("DDRC Rules") for the time being in force, which rules are deemed to be incorporated by reference in this Clause. The regulatory law of these Terms (including all the Exhibits) is a substantive legal Act of the Republic of Ireland, without regard to conflict of law rules or principles (be it of the Republic of Ireland or any other jurisdiction) that would cause the application of the laws of any other

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jurisdiction. The language of the arbitration shall be English.

- e. Invalidity of the Terms. If any of the terms, provisions, or clauses of this Section or the Agreement as a whole is held to be invalid, illegal or unenforceable, such provision(s) only will be held to have minimal effect allowed by the applicable law and will not affect any other terms, provisions, and clauses of this Section 13 will remain operative and in full force and effect. Further, the exceptions set out in this Section are separable from other provisions of these Terms and will remain operative and in full force and effect, except in the cases when it is prohibited by the applicable laws.



Taxes

The User shall pay any applicable taxes, duties, fees, value-added, excise, customs fees, import duties or stamp duties, or other taxes and duties imposed by the legislation or governmental agencies with respect to the rights acquired under this Agreement.



Miscellaneous

These Terms (including the Exhibits) are the entire agreement between you and us regarding Your purchase of the Tokens from Us. We may from time to time update these Terms, which is reasonably necessary to comply with the applicable laws and regulations. If We update the Terms, we will publish the modified provisions at <https://nagricoin.io> and update the "Last Updated" date above. The amended Terms will be effective immediately. We may assign our rights and obligations under these Terms. Our failure to exercise or enforce any right or provision of these Terms will not operate as a waiver of such right or provision. We will not be liable for any delay or failure to perform any obligation under these Terms where the delay or failure results from any cause beyond Our reasonable control.

Purchasing Tokens from Us does not create any form of partnership, joint venture or any other similar relationship between You and Us. Except as otherwise provided in herein, these Terms are intended solely for the benefit of You and Us and are not intended to confer third-party beneficiary rights upon any other person or entity. You agree and acknowledge that all agreements, notices, disclosures, and other communications that We provide to You, including these Terms, will be provided in electronic form.

Exhibit B

✓ Token Sale and Pre-Sale

The Nagritech International Distributors LTD, founded in Ireland, intends to raise \$500 000 to \$2 000 000 during the Pre-ITO period, and \$20 000 000 during the ITO period. All the unsold tokens will be transferred to the next stage and can not be used within the current investment period. The total number of crypto tokens of the ERC20 standards to be issued is 11 788 617, at the price of \$3 per token.

“Pre-Sale” (Investment Period A)

The Pre-ITO will start at 16:15 UTC on April 2 and will last till May 24, 2018 or until the ceiling level of the Pre-ITO is reached. The first batch of up to 1 333 333 NGR tokens will be distributed with a 50% discount.

The funds raised during the Pre-Sale period are intended for:

Registration at an exchange (major exchanges)

Marketing for the TOKEN SALE

“Token Sale” (Investment Period B)

The ITO will start at 16:15 UTC on May 28 and will last till June 30, 2018 or until the Token Sales reaches \$20 000 000, which amounts to 8 333 334 NGR Tokens. The initial exchange rate of 1 NGR token will be \$3 or equivalent in ETH. After the ITO is completed, no new tokens will be issued.

Discount Conditions:

Discount:

- ✓ From 0 to 2 million USD - 1 333 333 NGR Tokens - 50%
- ✓ From 2 million USD to 17 million USD - 6 666 667 NGR Tokens - 25%
- ✓ From 17 million USD to 22 million USD - 1 666 667 NGR Tokens - 0%

Token redemption

Twenty percent of Nagri sales (gross revenue) will be accumulated in a special Escrow account and sent to reacquire tokens on the exchange at the current market price at the time of purchase. During the second year, the company plans to reacquire (buyback) tokens on sales proceeds, which are forecast to be worth 8,800,000 USD. During the third year, the company plans to reacquire tokens worth 17,600,000 USD. During the fourth year of the Nagri company's activity, it is planned to buy back tokens worth 35,000,000 USD. The total estimated sum for buying back tokens for 2019, 2020, 2021 is approximately 60,000,000 USD. The company plans to continue to buy tokens until the last token is bought back from the market. After reacquirement, the tokens will be burned. The company does not plan to issue new tokens.

Exhibit B

✓ Issue of the NGR Tokens

Some payments related to the sale of the goods to distributors are done by the Company in the NGR Tokens (under the condition that such payments are allowed by the sales regulators of the country), with a 10% discount.

For legal entities a mechanism will be developed, allowing to carry out payments for the the Company's Product in a legally correct way by means of the Tokens. You will be able to purchase the Tokens through the Investor's account at the website <https://nagricoin.io> or through the crypto-exchange. The Nagri Company will facilitate legal entities in purchasing the NGR Tokens at the exchange or through the Investor's account.

These actions aim at strengthening the investment appeal of the NGR Tokens.

USD pre-ITO maximum amount, USD	2,000,000.00
Pre-ITO token price, USD	1.5
Pre-ITO tokens issue, quantity	1,333,333.00
ERC20 issue of NGR tokens	8,333,334.00
Maximum amount at ITO, USD	20,000,000.00
Token price during ITO, USD	3.00

Distribution of the NGR Tokens is presented in the table below:

% of total issue	Beneficiary	Special terms
12%	Nagri Team	Rewards to key members of Nagri team
2%	Bounty	Rewards for participating in marketing
2%	Advisers	Used to reward advisers
2%	Partners	Used to reward partners
82%	Sale of tokens at ITO	Discounts and bounty system

Exhibit C

✓ RISK FACTORS

You are to carefully consider and appreciate each of the listed below risk factors and any other information included in these Terms, before making the decision to participate in Nagritech Token Sale.

The Nagritech International Distributors LTD (hereinafter referred to as the “Company”) has done its utmost to present below all the risk factors necessary for your knowledge in order to make a reasonable decision of participation in the Token Sale. However, you need to take into account the fact that the following list is not exhaustive.

If any of the following considerations, inaccuracies, or material risks are translated into reality, this might have a negative impact on the business, financial situation, and/or the Company’s activities, which may lead to a significant threat to the NGR Tokens.

In case of such events, the market value of the NGR Tokens (if they are on the lists for cryptocurrency stock exchange in the cryptocurrency exchanges) might fall due to any of these considerations, inaccuracies, or material risks, which may lead to the loss of all or a part of your NGR Tokens and/or the equivalent of their material value.

✓ RISKS RELATING TO PARTICIPATION IN THE TOKEN SALE

The NGR Tokens do not have a primary market, and the Token Sale can not result into an active and liquid market for the NGR Tokens sale.

The User agrees that no third party (including, inter alia, the definition of “any party”) may be held responsible for any damage arising or related to the User’s participation in the NGR Token sale, or acquiring and possession of the Tokens, or such risk.

In addition to the aforesaid, the User also acknowledge that before acquiring the Tokens, they have been warned of the following risks related to the Website, NGR Tokens, and other corresponding technologies mentioned here:

Legal risks associated with regulation of securities

There is a risk that in some jurisdictions the NGR Tokens may be regarded as securities or that in future they might be regarded as securities. The Company does not guarantee the NGR Tokens not being securities in all jurisdictions.

Each NGR Token Holder bears personal responsibility for the legal or financial implications of the fact that the NGR Tokens are or may be regarded as securities in their respective jurisdictions.

Each User shall verify if the acquisition and use of the NGR Tokens is legal in their jurisdiction, and by accepting these Terms each User agrees not to use the NGR Tokens unless this use is legal in the corresponding jurisdiction. If the User is aware or understands that the use of the NGR Tokens under these Terms is not legal in their jurisdiction, they must not use the NGR Tokens, or purchase them, and must immediately cease to use them or own them if such event occurs.

The acquisition of cryptographic tokens for personal possession and their exchange for other cryptographic tokens is likely to continue to be carefully scrutinized by various regulatory bodies around the world that have so far reacted differently, which has led to impacts of the regulation and normative impact.

The legitimacy of providing the NGR Tokens and to use the Tokens in some jurisdictions can be

Exhibit C

abolished and excluded by future regulation or legal acts and requirements.

In case it appears that, with a high degree of probability, the NGR Tokens are not legal in a particular jurisdiction, the Company will either:

1. cease operations in such jurisdiction, or
2. adjust the NGR Tokens in such a way that it is possible and appropriate to comply with the regulation.

In addition, there is no certainty that the market price of the NGR Tokens will not fall below the initial purchase value («Purchase Price»). The purchase price may not reflect the market price of the NGR Tokens after they become available for trading at the crypto exchange.

The NGR Tokens are not a currency issued by any central bank or any national, supranational or quasi-national organization, and are not supported by any solid assets or other credit. The Company is not responsible for and does not deal with the placement and circulation of the NGR Tokens at the market.

Trade in the NGR Tokens will depend only on a consensus on its value between the relevant market participants, and no one is obliged to buy any NGR Token from any NGR Token owner, including buyers of the NGR Tokens, and also no one in any way, and at any time can guarantee the NGR Token liquidity or market price. In addition, the NGR Tokens cannot be resold to the buyers who are citizens or residents of Singapore, the PRC, and / or the United States (including their territories and districts) or any other jurisdiction where the purchase of the NGR Token may conflict with the applicable law.

Accordingly, the Company can not guarantee any demand or market for the NGR Tokens or the fact that the Purchase Price will be indicative of the market price of the NGR Tokens after they become available for the cryptocurrency trading at the exchange.

The NGR Token future sales or issue may significantly and adversely affect the market price of NGR Tokens.

Any future sales of the NGR Tokens may increase the NGR Token supply at the market, which may result in a reduction of the NGR Token prices. The sale or distribution of a significant quantity of the NGR Tokens after the Token Sale (including but not limited to the NGR Token sales that are held after the initial distribution, the distribution of the NGR Tokens to non-purchasers for public initiatives, business development, technical and laboratory research, education and market expansion), or the view that such further sales or issue may occur, might adversely affect the trading price of the NGR Tokens.

Negative advertising can significantly and adversely affect the NGR Token price

Negative advertising affecting the Nagritech International Distributors LTD, the NGR Tokens, or any key personnel of the Nagritech International Distributors LTD may have a significant and unfavorable impact on the perception of the NGR Token market price by the market, regardless of whether such advertising is justified or not.

We may not be able to pay the anticipated bounty in the future.

We do not guarantee that the volume of transactions will be such that it will allow You to receive the reward that you count on, nor do we guarantee any remuneration or profit.

In addition, even in case of a significant transaction volume, there is no guarantee that You personally will receive any part of the remuneration. This is due to the fact that the Company's

Exhibit C

ability to pay you any reward will depend on the future performance and future business and financial situation of the Nagritech International Distributors LTD; and there are no guarantees of positive future performance and future business and / or financial situation of the Nagritech International Distributors LTD.

There is no guarantee of the production success or any future business line

The value and demand for the NGR Tokens depend on the demand for the Company's Product. There is no guarantee that the Product will spread after the token sale and its implementation will achieve commercial success.

Although the Nagritech International Distributors LTD performed a number of researches with relatively positive results, the production technology and the Product are not yet fully ready for the start of sales, and are subject to further changes, updates and adjustments prior to entering the market. Such changes can unexpectedly and unpredictably affect the predicted attractiveness of the Tokens for the Users, perhaps, because of the inability to meet the Users' expectations and, therefore, affect the overall success of the Company's activities. The potential mistrust of the above profit calculations may affect the public demand for the NGR Tokens and, accordingly, the trade price of the NGR Tokens.

Despite the fact that the Company has made every effort to provide a realistic assessment, there is no guarantee that the purpose of fundraising will be economically justified for either the investor or the company, and the collected funds will be sufficient for proper structuring and licensing of production, as well as for the expected result of the project implementation in the form presented in the technical documentation.

For the reason stated above or any other reason, the beginning of production and sales of the Company's product may not be completed within the stated deadlines, and there is no guarantee that they will be launched at all.

Thus, the distributed NGR Tokens may not have significant value or any value, which may affect their Purchase Price.

The Purchase Price of the NGR Tokens may fluctuate after the Token Sale

On the whole, prices for cryptographic tokens are generally relatively unstable and may fluctuate significantly during short periods of time. The demand and the certain market price for the NGR Tokens can fluctuate significantly and rapidly, due to the following factors, some of which are beyond the control of the Company:

- ✓ new technical developments;
- ✓ speculations of analysts, recommendations, perception or prediction of the NGR Token market price or financial and business performance of the Nagritech International Distributors LTD;
- ✓ changes in market valuation and token prices at the enterprises with a business similar to Vote, Inc., which can be listed at the same currency exchange as the NGR Tokens;
- ✓ announcements of the Nagritech International Distributors LTD about significant events, such as, partnerships, sponsorships, development of new products;
- ✓ fluctuations in the market prices and cryptocurrency trading volume at the cryptocurrency exchanges;
- ✓ coming and going of the key personnel of the Company and / or the Nagritech International Distributors LTD;

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- ✓ success or failure of the Nagritech International Distributors LTD management to implement business and growth strategies; and also
- ✓ changing of the conditions that affect the blockchain industry or the financial technology industry, general economic conditions, or market sentiment, or other events or factors.

The funds raised during the Token Sale are subject to the risks of theft

The Company will make every effort to ensure that the funds received from the Token Sale are safely stored in the target deposit wallet, which is an address with several signatures, access to which is carried out by private keys owned by respected and trusted parties. In addition, upon the receipt of the funds from the Company, the Nagritech International Distributors LTD will make every effort to ensure that the funds it received from the Company are reliably protected by applying the necessary security measures. But, despite the security measures, there is no guarantee that the theft of the cryptocurrency will not take place through hacking, sophisticated cyber attacks, ddos attacks, vulnerabilities or defects on the Token Sale website, in the smart-contracts which are the base for the escrow wallet and the Token Sale, on Ethereum or some other blockchain, or in some other way.

Such events may include, for example, errors in programming or the source code, which may lead to exploitation or abuse.

In this case, even if the Token Sale is completed, the Nagritech International Distributors LTD may not receive the collected cryptocurrency, and the Nagritech International Distributors LTD may not be able to use these funds to launch the production and / or any future business line.

In this case, the launch of production, structuring and licensing of the Company's Product may be temporarily or permanently discontinued. Thus, the distributed NGR Tokens may not have a great value or any value, which can affect their Purchase Price.



RISKS ASSOCIATED WITH THE NAGRITECH INTERNATIONAL DISTRIBUTORS LTD

The NGR Tokens are developed, managed and maintained by the Nagritech International Distributors LTD.

Any events or circumstances that adversely affect the Company or any of its legal successors (collectively referred to herein as the «Nagritech International Distributors LTD» or the "Company") may adversely affect the NGR Tokens and any future business line associated with them, including, but not limited to, the structuring, production and distribution of products that the Company produces.

Such adverse events can affect the result of the investments, liquidity and the Purchase Price of the NGR Tokens.

In order to demonstrate the constant ability to efficiently manage the technical functionality infrastructure of the Company's production, the Nagritech International Distributors LTD will need to continue to upgrade and improve its production technologies and other production systems, procedures, and control facilities. Such updates and improvements will require the allocation of resources; most likely, they will be complex and will rely more and more on third-party services from the third parties whose actions the Nagritech International Distributors LTD does not control.

If the Nagritech International Distributors LTD is not capable to timely, efficiently, and cost-effectively adapt its systems and organizations to the changing circumstances, this can adversely

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affect its business, financial situation, which can negatively impact the performance results. If the third parties, relied upon by the Company, are exposed to security breaches or otherwise suffer from disruptions that will affect the services used by the Nagritech International Distributors LTD, the integrity and availability of internal information of the Nagritech International Distributors LTD may be compromised, which in its turn could lead to the loss of confidential information or copyright information, as well as financial losses. The loss of financial, labor, or other resources and any other negative impact on the business, financial situation, and activities of the Nagritech International Distributors LTD may adversely affect the ability of the Nagritech International Distributors LTD to support the production and product sale.

Any adverse effects on the business or technology of the Nagritech International Distributors LTD may also adversely affect the practical use, liquidity, and the Purchase Price of the NGR Tokens.

The Nagritech International Distributors LTD may encounter system failures, unexpected production or sales failures, hardware or software defects, security breaches, or other factors that might adversely affect the production and sale of the Company's products.

The production and sale of the Nagritech International Distributors LTD Product, in case of its successful structuring, licensing and sales launch, may be affected by numerous events, including natural disasters, equipment failure, server and network breakdowns, loss of production capacity or even deliberate service disruptions.

The production capacities and equipment may also be located on a territory not owned by the Company, as a result of which risks associated with this may arise.

The common global market and economic situation may have a negative impact on productive activities, performance and cash flow. The Nagritech International Distributors LTD is and may in the future be subject to the overall global economic and market situation impact. Difficult economic situation throughout the world from time to time affect and may continue to contribute to slowing the pace of development of the information technology industry as a whole.

The economic weakness may adversely affect the business, operations, and financial situation of the Nagritech International Distributors LTD, including reduction in revenues and operating cash flows, as well as inability to attract future capital and / or debt financing on commercially acceptable terms. In addition, in an economic crisis, the Nagritech International Distributors LTD may face negative consequences of the slowdown in trade in general, and the use of the Company's Product in particular, and may delay or cancel the structuring, licensing and start of production.

Suppliers of raw materials, location, employed contractors for other service provision on which the Nagritech International Distributors LTD relies may also be subject to adverse economic situation, which in its turn may adversely affect the activities or expenses of the Nagritech International Distributors LTD.

Therefore, there is no guarantee that the current economic situation, deterioration of the economic situation, or a prolonged or repeated recession will not affect the business, financial situation, or performance of the Company.

Any such adverse effects may also negatively affect the practical use, liquidity and Purchase Price of the NGR Tokens.

New regulations and laws may affect the Company, the Nagritech International Distributors LTD, or the NGR Tokens.

Cryptocurrency trading, as a rule, is not subject to regulation around the world, but numerous

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authoritarian bodies in various jurisdictions are considering possible introduction of control systems that will affect cryptocurrency or crypto-currency markets. The NGR Tokens of the Company may fall under the influence of the new rules regarding cryptocurrencies or cryptocurrency markets, including the possible need for action to comply with such rules or to deal with requests, notices, requirements or enforcement actions of regulatory bodies, which may lead to significant expenditure or require significant changes in the Company's activities.

In addition, it is difficult to predict how or whether the government or regulatory bodies can make any changes to laws and regulations regarding common accounting technologies and their applications, including the NGR Tokens. The Nagritech International Distributors LTD may also terminate activities in jurisdictions where such activities may become illegal, or where obtaining the necessary work permits can be commercially impossible or disadvantageous. In such cases, the practical use, liquidity and Purchase Price of the NGR Tokens may be adversely affected, and the trade in the NGR Tokens may be stopped.

There may be unforeseen risks associated with the NGR Tokens

Cryptographic tokens, such as the NGR Tokens, are a relatively new and dynamic technology. In addition to the risks listed above, there are other risks associated with Your purchase, storage and use of the NGR Tokens, including those that the Company and the Nagritech International Distributors LTD can not foresee. Such risks can also be manifested in the form of unforeseen options or combinations of risks discussed above.