

## EVOAI TOKEN SALE AGREEMENT

Notice: this Token Sale Agreement is not an offer of securities or a collective investment scheme, nor does it require registration with or approval from regulatory jurisdictions in which it is being offered. Therefore, the Tokens are not securities and are not registered with any government entity as a security and shall not be considered as such.

You are advised to read this document carefully and in full. If you have any questions regarding this information or regarding this Agreement, please contact us at [info@evoai.network](mailto:info@evoai.network).

### 1. Introduction of the EVOAI Platform (the "Platform") and the features of the EVOT Token(the "Token").

Please read these terms of token sale carefully. By purchasing the Token from EVOAI NETWORK LLC, a limited liability company organized under the laws of Saint Kitts and Nevis ("EVOAI" or the "Company") you will be bound by this Token Sale Agreement (the "Agreement") and all terms incorporated herein by reference. If you do not agree to these terms of token sale, do not make any contribution to the Company and do not purchase the Tokens.

The Platform is comprised of three systems; a) a trading engine, b) trading bots, and c) a user dashboard. EVOAI, built on a next generation trading engine infrastructure will enable users with a variety of experience levels to earn income from the blockchain. The platform will do this by offering users the opportunity to invest in a multitude of trading systems, from passive-income automated arbitrage pools to AI powered signals and advanced manual trading bots. EVOAI is fully transparent by leveraging the blockchain to record its operations for all to view, and most importantly puts the user in direct control of their money at all times.

The Token is created according to ERC20 specifications of the Ethereum blockchain. The Token is developed to organize the interaction of an ecosystem of the participants in the Platform.

The Token is a cryptographically secured representation of a utility token which can be used within the Platform. The User acknowledges, understands and agrees that ownership of the Token does not grant the User the right to receive profits, income, or other payments or returns.

The User is aware of the merits, risks and any restrictions associated with digital tokens, cryptocurrencies and Blockchain technologies, including but not limited to:

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

By purchasing the Tokens, the User expressly acknowledges and assumes these risks.

User understands the Token does not:

- (i) Grant to the User any voting or ownership rights;
- (ii) Grant to the User any return on investment;
- (iii) Grant to the User any profit and passive income from the ownership of the Tokens.

## 2. EVOAI Offer

This Agreement constitutes an offer to conclude the agreement for purchase and use of the Token under the conditions stated herein (the "Offer") and can be accepted only in accordance with the entirety of this Agreement, including the conditions of the following documents, which are deemed to be an integral part of this Agreement and are hereby incorporated by reference herein:

- (i) The EVOAI Whitepaper located at <https://www.evoai.network/evoai/public/webroot/frontend/pdf/wp-v2point0-final.pdf>.
- (ii) The EVOAI Disclosure located at <https://www.evoai.network/evoai/public/webroot/frontend/pdf/DISCLAIMER.pdf>.
- (iii) The EVOAI Terms of Service located at [https://www.evoai.network/evoai/public/webroot/frontend/pdf/TERMS\\_OF%20SERVICE.pdf](https://www.evoai.network/evoai/public/webroot/frontend/pdf/TERMS_OF%20SERVICE.pdf).
- (iv) The EVOAI Privacy Policy located at [https://www.evoai.network/evoai/public/webroot/frontend/pdf/Privacy\\_Policy.pdf](https://www.evoai.network/evoai/public/webroot/frontend/pdf/Privacy_Policy.pdf).

The Company may, in its sole discretion, amend this Agreement at any time by posting a revised version on the site at <https://www.evoai.network/evoai/public/webroot/frontend/pdf/wp-v2point0-final.pdf>. Any revisions to the Agreement will take effect on the noted effective date or when posted if there is no noted effective date (each, as applicable, the "Effective Date").

## 3. User's Acceptance

To become a party of the Agreement, which means the acceptance of the Offer, the User shall purchase any amount of the Tokens in accordance with the technical requirements which shall be published at <https://www.evoai.network/#> no later than the beginning of the Token sale.

By purchasing the Tokens in accordance with the technical recommendations of the Company the User acknowledges and agrees that User fully and unconditionally accepts the Offer without any reservation or exception.

The moment when the Agreement is concluded, the acceptance of the Offer shall be the moment of the first purchase of the Token by the User.

If you do not agree to all of the terms of the Agreement you may not purchase any amount of the Tokens.

#### 4. The User's Digital Signature

After registration on the website <https://www.evoai.network/#> the User shall receive a Login and Password to access the Platform Dashboard. By using the Login and Password the User confirms the formation of the User's Electronic signature, and the information in electronic form, signed by the User using the Electronic signature (using his or her Login and Password) as accepted by the User and the Company to be an electronic document equal to a paper document signed by a handwritten signature. All actions carried out with the use of the Login and Password of the User, including an Electronic signature shall be considered to be executed by the User. The User's successful account registration constitutes an acknowledgement that User is able to electronically receive, download, and print the Agreement and any amendments.

#### 5. Grant Restrictions

User shall not himself or allow any third party to add into the Platform, the digital-contract or the Token any viruses, worms, date bombs, time bombs, or other code that is specifically designed to harm the use of the Platform, the digital-contract or the Token to cease operating, or to damage, interrupt, or interfere with any end user data or use the Token for illegal or unlawful actions or other unauthorized purposes, or exceed the scope of any license granted to User hereunder.

#### 6. Representations and Warranties

By purchasing the Tokens, the User represents and warrants that the User:

- (i) Has read and understands the Agreement in full.
- (ii) Has read and understands the EVOAI Whitepaper in full.
- (iii) Fully understands, realizes and agrees with the information about the functionality, usage, storage, transmission mechanisms and other material characteristics of the Tokens, blockchain technology, blockchain-based software systems and their risks, and appreciates the risks and implications of purchasing the Tokens.
- (iv) Fully understands, realizes and agrees that the Tokens are created on a blockchain and are designed to be used to make various transactions through the Platform and it does not grant to the User any voting or ownership rights, any return on investment or any profit and passive income from the ownership of the Token
- (v) Will not forge, or otherwise manipulate any personal or non-personal data requested by the Company in the process of the User's registration.
- (vi) Will not use the VPN or other means of distorting any data supplied during registration or after its completion.
- (vii) Will provide all necessary personal or non-personal data in the form and format requested by Company in the event when such necessity arises in connection within the requirements of anti-money laundering and "Know Your Customer" (KYC) frameworks of the Company or in accordance with applicable law.

(viii) Acknowledges he is solely responsible for complying with applicable laws and regulations in the User's jurisdiction as it may relate to the purchase of the Token.

(ix) Is not a citizen or resident of a geographic area in which access to or use of the cryptocurrency or digital tokens is prohibited by applicable law, decree, regulation, treaty, or administrative act.

(x) Shall not hinder, delay or defraud Company or any other users of the Platform.

(xi) Shall not engage in any illegal conduct and/or unlawful activity in relation to money laundering, receiving the proceeds of drug trafficking or terrorist activities; receiving the proceeds of criminal activities, terrorist activities or trading with such countries as might from time to time be subject to any embargo imposed by the Security Council of the United Nations, the European Union, or the United States or in any place of the world.

## 7. Purchasing of the Tokens

The User may purchase the Token in return for opportunities to obtain from time to time the services and goods available through the Platform. The Company reserves the right to refuse selling the Token to anyone who does not meet the criteria necessary for their buying, as set out hereunder or by applicable law. The Token shall be issued in a limited number. All the Tokens shall be of equal functionality. The User may purchase the Tokens during the token sale period by exchanging Ethereum (ETH) for the Tokens at the rate in accordance with the rules of the Company Whitepaper.

## 8. Taxes

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

## 9. Proprietary rights

The Agreement does not convey the title or ownership of the Platform or the digital-contract to the User but instead gives the User only the limited rights and abilities to use the Tokens as set forth above. The Company reserves all rights not expressly granted by the Agreement. The User acknowledges and agrees that the Platform and its source code form, all enhancements, corrections and modifications to the Platform, all copyrights, patents, trade secrets, or trademarks or other intellectual property rights protecting or pertaining to any aspect of the Platform, are and shall remain the sole and exclusive property of the Company.

## 10. Liability

The Platform, software and Tokens are provided as is. The User acknowledges and agrees that the Platform, software and Tokens may contain bugs or minor mistakes, which the Company shall correct using its best commercial efforts. The User acknowledges and agrees that the Company does not warrant the User any financial or other type of outcome as the result of the use of the Platform and the Tokens.

In the event User violates Users' obligations under this Agreement the Company reserves the right to:

- (i) terminate the User's Account.
- (ii) demand full compensation from the User for losses caused by every violation.
- (iii) bring a case before a court of competent jurisdiction if the compensation doesn't cover the Company's loss.
- (iv) release information relating to the User's identity and location to any authorized officer in accordance with the applicable law.

#### 11. 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 attempt 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.

#### 12. Term & Termination

The Agreement between the Company and the User shall commence upon acceptance by User of all the terms of the Agreement by clicking the purchase button or by purchasing any amount of the Tokens and using any part of the digital-contract and the Platform and shall continue until terminated in accordance with the terms of the Agreement. The Company shall have the right at its sole discretion and without any prior written notice terminate the Agreement if:

- (i) The User provided invalid data to complete the registration process.
- (ii) The User fails to comply with the requirements of this Agreement.
- (iii) the User failed to comply with the other terms and conditions of the Agreement.

Upon termination of the Agreement, for whatever reason, all licenses granted by the Company to the User under the Agreement and User's Account shall be immediately terminated without any data restoration. Upon termination of the Agreement, each party will remain liable to the other for any amounts due and owing to the other party as of the date of termination, and such obligation to pay shall survive any termination of the Agreement.

#### 13. Miscellaneous

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

**Competent law and jurisdiction.** The laws of the Legal System of Saint Kitts and Nevis govern the Agreement and the relationship between the Parties. Any disputes and disagreements arising from the

Agreement will be settled by negotiations between the Parties. User agrees to submit to the personal and exclusive jurisdiction of the courts located within this stated Jurisdiction.

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