

OpenGift

TOKEN SALE AGREEMENT

PLEASE READ THESE TERMS OF SALE CAREFULLY. BY PURCHASING GIFT TOKENS FROM OPENGIFT YOU AGREE TO BE LEGALLY BOUND BY THE FOLLOWING TERMS & CONDITIONS AND ALL TERMS INCORPORATED HEREIN BY REFERENCE. IF YOU DO NOT AGREE TO THESE TERMS OF SALE, DO NOT MAKE ANY CONTRIBUTION FOR THE PURCHASE OF GIFT TOKENS.

These Terms & Conditions and any terms expressly incorporated herein (the “Agreement”) govern the purchase by you (the “Purchaser”, “you” or “Holder”) of GIFT tokens (“Tokens”) distributed on the Ethereum blockchain from OpenGift Inc. (“OpenGift” or “the Company”) a company incorporated in the British Virgin Islands with certificate number 1972864. Purchaser and OpenGift are herein referred to collectively as the “Parties”.

For residents, citizens and/ or Green Card holders of the United States of America – You are not eligible and you are not to purchase any GIFT tokens, unless you are an “Accredited Investor” as that term is defined in the Securities Act of 1933. “U.S. Persons” are generally defined as natural persons, residing in the United States, including American Samoa, Guam, Northern Mariana Islands, Puerto Rico, U.S. Virgin Islands, or any entity organized or incorporated under the laws of the United States. U.S. citizens living abroad may be deemed “U.S. Persons” under certain rules.

For residents of the People’s Republic of China – You are not eligible to purchase any GIFT tokens. “People’s Republic of China Persons” are strictly prohibited from purchasing GIFT tokens. “People’s Republic of China Persons” are generally defined as natural persons, residing in the People’s Republic of China, or any entity organized or incorporated under the laws of the People’s Republic of China.

For residents of South Korea – You are not eligible to purchase GIFT tokens if you are a citizen or resident of South Korea.

For residents of Cuba, Iran, North Korea, Syria and the Crimea Region – You are not eligible to purchase GIFT tokens if you are a citizen or resident of any region or country or territory that is subject to country-wide or territory-wide sanctions.

1. DEFINITIONS

- 1.1. In addition to definitions contained elsewhere in the text of the Terms and Conditions, the following terms shall have the meaning ascribed to them here below:

“Available Information” the Company White Paper, website and information published on official Company channels.

“Company Party” means team members or employees of the Company

“Cryptocurrency” means Ether (ETH), Bitcoin (BTC) and other cryptocurrency with Company will accept as payment for tokens.

“Damages” means damages, losses, liabilities, costs of expenses of any kind, whether direct or indirect, consequential, compensatory, incidental, actual, exemplary, punitive or special and including, without limitation, any loss of business, revenues, profits, data, use, goodwill or other intangible losses.

“Ethereum” means an open-source, public, blockchain-based distributed computing protocol featuring smart contract functionality.

“Platform” means the OpenGift ecosystem described in the White Paper

“Tokens” means GIFT tokens.

“White Paper” means the document describing the Platform, the Tokens, the Services, and other matters related to the Platform.

“OpenGift Liquidity Provider” means a specially incorporated legal entity that buys GIFT tokens from the Platform participants.

2. TOKEN SALE PROCEDURES AND SPECIFICATIONS

2.1. Token Price

Seed round - 0,00012 ETH

Bonus - 15% for everyone

2.2. Commencement, duration and completion of token sale

Seed Round start date: 1 of July

The end date will be announced via OpenGift public channels

2.3. Procedures for buying and receiving tokens

Ethereum GIFT tokens can be purchased by transferring Ether smart contract address that will be available starting on OpenGift platform starting from 1st of July, 2018.

The smart contract associated with this address will automatically send back a corresponding amount of Ethereum GIFT tokens. In order to exchange Ethereum GIFT tokens for Tokens the purchasers will need to register a blockchain wallet via the Platform.

After the below specified period OpenGift will contact purchasers by email specified in the WhiteList registration form to provide further instructions for exchanging Ethereum GIFT tokens for Tokens.

2.4. Quantity of tokens for sale

GIFTs available for distribution during Seed Round: **10 000 000**.

2.5. Token Distribution

Timeline	Distribution	Amount	Share
Seed Round	Seed round	10,000,000	6.25%
PreICO	PreSale	25,000,000	15,63%
ICO	Main sale	70,000,000	43.75%
	Team	25,000,000	15.63%
	OpenGift Liquidity Provider	5,000,000	3.13%
	Marketing Bounty	5,000,000	3.13%
	Development Bounty	5,000,000	3.13%
	Legal & Advisory & Partners	15,000,000	9.38%
Total		160,000,000	100%

2.6. Use of Proceeds from token sale

2.6.1. Distribution

Distribution	Share of funds raised within the MainSale phase
Development of the platform functionality in accordance with the roadmap	30%
Marketing and business development	40%
Legal	10%
Community development	20%

2.7 Lock-up period

Restricted period for transferring bonuses to other accounts: 12 months. Purchasing the platform services is available from day 1. During the restricted period OpenGift Liquidity Provider will not buy tokens from accounts associated with the crowdsale.

3. NO OTHER RIGHTS CREATED

3.1. No ownership interest or loan

The purchase of GIFT tokens does not provide Purchaser with rights of any type with respect to OpenGift or its revenues or assets, including, but not limited to, any voting, distribution, redemption, liquidation, proprietary or other financial legal rights. The purchase of GIFT tokens is not a loan to OpenGift nor does it provide any ownership or other interest in OpenGift.

3.2. Intellectual property

OpenGift retains all right, title and interest in all of OpenGift's intellectual property, including, without limitation, inventions, ideas, discoveries, software, processes, marks, methods, information and data, whether or not protectable by patent, copyright or trademark. Purchaser may not use any of OpenGift's intellectual property for any reason without OpenGift's prior written consent.

4. KYC PROCESS

4.1. KYC Procedure

Purchaser accepts that Company will only distribute GIFT tokens after the Purchaser has successfully passed through the KYC process. This means that GIFT tokens will not be distributed until Purchaser has passed through the screening successfully. If Purchaser fails to pass the KYC screening, Purchaser agrees that the Company will hold ETH20 tokens until they are returned in full. You agree that the Company may use your submitted information in any way required by law or deemed necessary and that your funds used to purchase ETH20 tokens will not be automatically refunded to you without first submitting a refund request that **MUST** be submitted within 6 weeks of the token sale. A valid user account on the Platform is required to receive GIFT tokens because your tokens will be delivered to this account. Please refer to our privacy policy for information about how we collect, use and share you information.

4.2. KYC Requirements

Company reserves the right to conduct "Know Your Customer" and "Anti-Money Laundering" checks on Purchasers if necessary and required by applicable jurisdictions. Upon the Company's request, Company shall immediately provide to respective Company Party information and documents that such Company Party, in

its sole discretion, deems necessary or appropriate to conduct “Know Your Customer” and “Anti-Money Laundering” checks. Such documents may include, but are not limited to, passports, driver’s licenses, utility bills, photographs of associated individuals, government identification cards or sworn statements.

5. REPRESENTATIONS AND WARRANTIES OF PURCHASER

5.1. Authority

Purchaser represents that he or she has all requisite power and authority to execute and deliver this Agreement, to use the Distribution Contract and purchase Tokens, and to carry out and perform its obligations under this Agreement.

- (a) If an individual, Purchaser is at least 18 years old and of sufficient legal age and capacity to purchase Tokens.
- (b) If a legal person, Purchaser 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

Purchaser represents that 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 Purchaser’s organizational documents, if applicable; (b) any provision of any judgment, decree or order to which Purchaser 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 Purchaser is a party or by which it is bound; or (d) any laws, regulations or rules applicable to Purchaser.

5.3. No consent or approval required

The execution and delivery of, and performance under, this Agreement require no approval or other action from any governmental authority or person other than the Purchaser.

5.4. Purchaser status

Purchaser is not subject to any of the disqualifying events listed in Rule 506(d)(1) of Regulation D under the Securities Act of 1933, and there is no proceeding or investigation pending or, to the knowledge of the Purchaser, threatened by any governmental authority, that would reasonably be expected to become the basis for a disqualifying event. If Purchaser is a legal entity, Purchaser makes the same representations with respect to its directors and senior executive officers, and its affiliates and their respective directors and senior executive officers.

5.5. Purchaser knowledge and risks of project

Purchaser has sufficient knowledge and experience in business and financial matters, including a sufficient understanding of blockchain or cryptographic tokens, smart contracts, storage mechanisms, blockchain-based software systems and blockchain technology, to be able to evaluate the risks and merits of Purchaser's purchase of Tokens, 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 Tokens, and liability to Company and others for its acts and omissions, including, with limitation, those constituting a breach of this Agreement, negligence, fraud or wilful misconduct. Purchaser has obtained sufficient information in order to make an informed decision to purchase Tokens.

5.6. Funds

The funds, including any fiat or virtual currency, Purchaser uses to purchase Tokens are not derived from or related to any unlawful activities, including but not limited to money laundering or terrorist financing, and Purchaser will not use Tokens to finance, engage in, or otherwise support any unlawful activities.

5.7. Payments

All payments made by Purchaser under this Agreement will be made only in Purchaser'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 thereunder by the Financial Crimes Enforcement Network, as such regulations may be amended from time to time.

5.8. Anti-Money Launder Counter-Terrorist Financing

To the extent required by law, Purchaser complies with all anti-money laundering and counter-terrorism financing requirements. Neither Purchaser, nor any person having a beneficial interest in the Token purchase, or any person for whom Purchaser is acting as agent, is subject to sanctions administered or enforced by any country or government or is organized or resident in a country or territory that is the subject of country-wide or territory-wide sanctions.

6. DISCLAIMER

6.1. Limitation of liability

6.1.1. Tax Obligations

The Distributor will not operate as a tax agent of the Holder; Holder and the Distributor carry tax obligations solely under the applicable laws of the country and location they reside in. The Distributor is not a tax agent and will not provide Holders' financial information to third parties unless officially requested by government authorities. To the maximum extent permitted by the applicable laws, the

Distributor disclaims liability for any incidental or consequential damages and assumes no responsibility for any loss or damage suffered by any Holder as a result of the use or misuse of the Available Information. In no event will OpenGift be liable to Holders for any special, indirect, incidental, consequential, exemplary or punitive damages (including but not limited to lost profits, loss of revenue or third party loss whether foreseeable or otherwise, trading losses or damages that result from use or loss of use of the website and GIFT Tokens).

6.1.2. Loss or Damage

Company expressly disclaims any and all responsibility for any direct or consequential loss or damage of any kind arising directly or indirectly from: (i) reliance on any information contained in the Available Information or any information presented by projects available on the platform (ii) any error, omission or inaccuracy in any such information, (iii) any action resulting therefrom. Purchaser acknowledges and agrees that he or she is not purchasing GIFT tokens for purposes of investment, speculation, as some type of arbitrage strategy, for immediate resale or other financial purposes.

6.1.3. Risk

Purchasers undertake all possible risks that directly or indirectly arise from the purchase of Tokens. No regulatory authority has examined or approved any of the information set out in the Available Information. No such action has been or will be taken under the laws, regulatory requirements or rules of any jurisdiction. The publication, distribution or dissemination of this Whitepaper does not imply that the applicable laws, regulatory requirements, or rules have been complied.

Some of the statements in the Available Information include forward-looking statements which reflect the Company's current views with respect to execution roadmap, financial performance, business strategy and future plans, both with respect to the Company and the sectors and industries in which the Company operates. Statements which include the words "expects", "plans", "believes", "projects", "anticipates", "will", "aims", "may", "would", "could", "continue" and similar statements are of a future or forward-looking nature. All forward-looking statements address matters that involve risks and uncertainties. Accordingly, there are or will be important factors that could cause the Company's actual results to differ materially from those indicated in these statements. Any forward-looking statements in the Available Information reflect the Company's current views with respect to future events and are subject to risks, uncertainties and assumptions. These forward-looking statements speak only as of the date of the Available Information. No statement in the Available Information is intended as a profit forecast.

Token purchases can be considered high-risk trading. Purchasing tokens through a token sale or Initial Coin Offering may result in losses or even in a total loss of all funds invested. None of the Available Information provided by the Company should be construed as investment advice. The Company does not extend an offer or invitation to buy or sell tokens for investment purposes.

6.1.4. Force Majeure

The Distributor will not be liable to the Holder for any breach, including failure to deliver services occasioned by causes beyond the control of OpenGift including but not limited to strikes, labour slowdowns, lockouts, fires, floods, earthquakes, riots, thefts, accidents, war or other outbreak of hostilities, civil strife, acts of governments, acts of God, or other reasons, whether similar or dissimilar to the foregoing Force Majeure events.

7. RISK STATEMENT

You expressly acknowledge that you have carefully reviewed, understand and assume any and all risks associated with purchasing, holding and using GIFT tokens including the risks non-exhaustively listed below.

7.1. Cyber attacks

Cryptocurrencies, including GIFT Tokens, are susceptible to attacks by miners in the course of validating transactions on the Ethereum blockchain, including, but not limited to; double-spend attacks, majority mining power attacks, and selfish-mining attacks. Any successful attack would present a risk to the Platform and Tokens. Hackers may attempt to interfere with the Platform or Tokens in a variety of ways, including but not limited to malware attacks, denial of service attacks, distributed denial of service attacks, consensus-based attacks, Sybil attacks, smurfing and spoofing.

7.2. Market risks

GIFT tokens are intended to be used solely within the Platform, and Company will not support or facilitate secondary trading or external valuation of Tokens. To the extent that any third party exchanges ascribe a value to the Tokens, such value may be extremely volatile and diminish to zero.

7.3. Uninsured losses

Tokens are uninsured unless you specifically obtain private insurance to insure them. Thus, in the event of loss of utility or value, there is no public insurer or private insurance arranged by Company to offer recourse to you.

7.4. Unclear regulation

In many jurisdictions the regulatory status of Tokens and blockchain technology is unclear.

7.5. Taxation

The purchase price for GIFT tokens is exclusive of all applicable taxes. Purchaser is responsible for determining what taxes apply to the purchase of GIFT tokens in Purchaser's jurisdiction. Company is not responsible for withholding, collecting, reporting or remitting any sales, use value added or similar taxes arising from Token purchase.

7.6. Alternative networks

Alternative networks may be established that utilize the same open source code and protocol underlying the Platform and attempt to facilitate services that are materially similar to the Services. The Platform may compete with these alternative networks, which could negatively impact the Platform and Tokens.

7.7. Insufficient interest in the platform

There is a possibility that the Platform will not be used by a large number of individuals, companies and other entities or that there will be limited public interest in the creation and development of distributed ecosystems more generally. A lack of use or interest could negatively impact the development of the Platform and therefore the potential utility of GIFT tokens.

7.8. Risks associated with Company, the Platform and Ethereum protocol

GIFT tokens and the Platform are based on the HyperLedger protocol. Any malfunction, breakdown or abandonment of the HyperLedger protocol may have a material adverse effect on the Platform or Tokens.

8. GOVERNING LAW AND DISPUTE RESOLUTION

8.1. Applicable Law

This Agreement will be governed by and construed and enforced in accordance with the laws of the Republic of Ireland, without regard to conflict of law rules or principles (whether of the Republic of Ireland or any other jurisdictions) that would cause the application of the laws of any other jurisdiction.

8.2. Informal Dispute Resolution

Purchaser and Company shall cooperate in good faith to resolve any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity, interpretation, breach or termination, and any non-contractual obligation or other matter arising out of or in connection with it ("Disputes"). If the parties hereto are unable to resolve a Dispute within 90 days of notice of such Dispute being received by all parties hereto, such Dispute shall be finally settled in arbitration proceeding as stipulated in Section 8.3.

8.3. No Class Arbitrations, Class Actions or Representative Actions

Any Dispute is personal to Purchaser and 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 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.

8.4. Arbitration

8.4.1. Binding arbitration

Except for any disputes, claims, suits, actions, causes of action, demands or proceedings in which either Party seeks to bring an individual action in court or seeks injunctive or other equitable relief for the alleged unlawful use of intellectual property, you and the Company waive your and the Company's respective rights to have any and all Disputes arising from or related to the Terms herein resolved in a court, and 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 judge or jury in court).

8.4.2. Arbitration Proceedings

Any Dispute arising out of or in connection with this token sale agreement, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration under the London Court of International Arbitration Rules, which Rules are deemed to be incorporated by reference into this clause.

The number of arbitrators shall be three. Each party hereto shall nominate one arbitrator. In the event that either of the two parties hereto fails to nominate an arbitrator within 30 days after the commencement of the arbitration proceedings, then the London Court of International Arbitration shall nominate an arbitrator on behalf of the party or parties hereto which have failed to nominate an arbitrator. The third arbitrator, who shall be the presiding arbitrator, shall be nominated by the two party-nominated arbitrators within 30 days of the last of their appointments

The seat of the arbitration shall be London, the United Kingdom. The language of the arbitration shall be English.

Any award of the tribunal shall be final and binding from the day it is made.

8.4.3. Confidentiality

The parties hereto agree to keep confidential all matters relating to the arbitration, including related court proceedings, to the greatest extent practicable.

9. TERMINATION OF AGREEMENT

9.1. Termination

This Agreement shall terminate upon the performance of all obligations of the parties hereof. In addition to the cases stated herein, Company reserves the right to terminate this Agreement at any time in its sole discretion, including in the event that Purchaser breaches this Agreement. Upon termination of this Agreement all of Purchaser's rights under this Agreement immediately terminate; Purchaser is not entitled to a refund of any amount paid, unless otherwise strictly provided herein; and Section 6 (Disclaimer), Section 7 (Risk Statement), Section 8 (Governing Law and Dispute Resolution) and Section 9 (Termination of Agreement) shall continue to apply in accordance with their terms.