



## **RHEA TOKEN**

### **Terms of Sale Policy and Token Distribution**

Your acquisition of Rhea Tokens (“Rhea Tokens”, “Rhea”) during the Initial Coin Offering period (“ICO”) from Rhea Platform (“rhea platform”, “the platform” “team,” “we,” or “us”) is subject to these Terms of Sale Policy and Token Distribution (“Terms”). Each of you and the team are a “Party,” and together the “Parties.”.

By acquiring Rhea Tokens during the Distribution Period, you will be bound by these Terms and all terms incorporated by reference. If you have any questions regarding these Terms, please contact us at [ico@rheatoken.io](mailto:ico@rheatoken.io).

The parties agree as follows:

#### **I. Terms of Sale Policy**

##### **1. Purpose and use of Rhea tokens**

The purpose of the Rhea ICO is to facilitate the structuring and growth of the Rhea Trading Platform Services (the “Services”) through the open source protocol “Ethereum”. Specifically, the sale of Rhea tokens is intended to be spent on creating the Rhea platform market Network (the “Network”), and ensuring its functionality.

The Network is composed of a collection of smart contracts and standardized protocols for communicating between and with them. These are operated on the Ethereum distributed platform. As such, the Network is not a hosted service, but a Distributed Application Protocol, whose execution relies solely on the Ethereum platform. We do not operate or maintain the Network, and as such, we have no responsibility or liability for the Network or any ability to control third parties’ use of the Network.

Rhea tokens will be generated by the Ethereum Smart Contract System (“SCS”). This Token Generation Event (“TGE”) differs from altcoins offerings that are not created on the Ethereum Network. The offered tokens will have much more dynamic functionality than crypto altcoins or bitcoins, which act simply as store of value. In contrast the multifaceted levels of value that a

TGE creates are: utility, property, income and fungibility. This allows the customization of the Rhea token's functions.

Rhea Tokens do not confer any rights other than rights relating to the provision and receipt of Services in the Network, subject to limitations and conditions in applicable Service Terms and Policies (as defined below). The Rhea Tokens are not intended to be a currency, security, commodity or any other kind of financial instrument.

Citizens of the United States and Hong Kong cannot participate in the ICO.

## 2. Scope of Terms:

Unless otherwise stated herein, these Terms govern only your acquisition of Rhea Tokens during the Distribution Period. Any use of Rhea Tokens in connection with providing or receiving Services in the Network will be governed primarily by other applicable terms and policies (collectively, the "Service Policies, Terms and Conditions"), which will be made available on our website pending the conclusion of the ICO period. We may add new terms or policies to the Service Policies, Terms and Conditions in our sole discretion, and may update them from time to time according to modification procedures set forth therein. To the extent of any conflict with these Terms, the Service, Terms and Policies shall take precedence.

## 3. Refunds and Cancellations:

Your acquisition of Rhea tokens during the ICO period is final and there currently are no laws or regulations that require the refunds and cancellations of contributed Ether. We reserve the right to cancel any Rhea token acquisitions requests at our discretion. We may ask you for further personal information during the ICO period. Failure to provide the required information will result in the suspension of Rhea token distribution to your wallet.

## 4. Acknowledgment of the Assumptions of Risks

By purchasing Rhea, you acknowledge and assume risks such as, but not limited to: Token market price volatility, Systemic Network Failure, Systematic Risk, Ethereum code failure, hacking risk, change in the legal handling of crypto assets and services in your country or the token issuer's country.

## 5. Unanticipated Risks

Cryptographic tokens are a new and untested technology. In addition to the risks included in section 4, there are other risks associated with your acquisition and holding and use of Tokens, including those that the Team cannot anticipate. Such risks may further emerge as unanticipated variations or combinations of the risks discussed in section 4. We cannot be held accountable for the materializations of such risks.

## 6. Token Security

You are responsible for implementing reasonable measures for securing the wallet, vault or other storage mechanism you use to receive and hold Rhea Tokens you acquire, including any requisite private keys or other credentials necessary to access such storage mechanisms. If your private keys or other access credentials are lost, you may lose access to your Rhea Tokens. We cannot be held responsible for such losses.

## 7. Taxes

The acquisition cost that you spend for Rhea Tokens is exclusive of all applicable taxes. You are responsible for determining what, if any, taxes apply to your acquisition of Rhea Tokens, including, for example, sales, use, value added, and similar taxes. It is also your responsibility to withhold, collect, report and remit the correct taxes to the appropriate tax authorities. We are not responsible for withholding, collecting, reporting, or remitting any sales, use, value added, or any other taxes arising from your acquisition of Rhea Tokens.

## 8. Severability

If any term, clause or provision of these Terms is held unlawful, void or unenforceable, then that term, clause or provision will be severable from these Terms and will not affect the validity or enforceability of any remaining part of that term, clause or provision, or any other term, clause or provision of these Terms.

## 9. Governing Law and Venue

These Terms will be governed by and construed and enforced in accordance with the laws of Bulgaria, without regard to conflict of law rules that would cause the application of the laws of any other jurisdiction. Any Dispute between the Parties arising out of or relating to these Terms or its subject matter or formation (including non-contractual Disputes or claims) that is not subject to arbitration will be resolved exclusively in the courts of Bulgaria.

## 10. Limitation of Liability

(A) TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW: (I) IN NO EVENT WILL THE TEAM OR ANY OF THE TEAM PARTIES BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES OF ANY KIND (INCLUDING, BUT NOT LIMITED TO, WHERE RELATED TO LOSS OF REVENUE, INCOME OR PROFITS, LOSS OF USE OR DATA, OR DAMAGES FOR BUSINESS INTERRUPTION) ARISING OUT OF OR IN ANY WAY RELATED TO THE SALE OR USE OF THE RHEA TOKENS OR OTHERWISE RELATED TO THESE TERMS, REGARDLESS OF THE FORM OF ACTION, WHETHER BASED IN CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, SIMPLE NEGLIGENCE, WHETHER ACTIVE, PASSIVE OR IMPUTED), OR ANY OTHER LEGAL OR EQUITABLE THEORY (EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE).

# II. Terms of Token Distribution

## 1. Commencement and Duration

Rhea's maximum token supply is fixed at 50 million tokens. 85% (42.5 million) tokens are offered during the ICO round. Depending on the success of the ICO, some tokens may be burned as explained in The WhitePaper section 4.1. The Distribution period will commence on 2<sup>nd</sup> October 12:00 UTC and last until either a) 42.5 million RHT are sold at which point our goal will be 100% met or b) 30<sup>th</sup> October 12:00 UTC.

## 2. Discount Structure

The proposed Token Discount Structure shown on [www.rheatoken.io](http://www.rheatoken.io) and in the WhitePaper aims to achieve a wider distribution of Rhea Tokens. Contributions are limited at 10 000 Ether for individual ICO participants.

## 3. Defining Rhea

The ICO will not involve issuance of any currency, securities (whether equity securities or otherwise) or other kind of investment certificate. Rhea tokens that are sold during the ICO are merely cryptographic tokens existent on the Ethereum blockchain that enable usage of and interactions with Services enabled by the Rhea Platform. Such tokens are not redeemable, associated with financial return or backed by any underlying asset or repurchase commitment and do not necessarily have market prices or transactions between peers. Furthermore, Rhea does not constitute any sort of investment contract for all intents and purposes.

## 4. Receiving Rhea

Contributors will gain access to their Rhea token via the triggering of the RHT Finalize() function. The allocation will occur on a) 30<sup>th</sup> November if at least 12.5% of the stated target has been reached, or b) 30 days following the second ICO round if 12.5% of the stated target has not been reached. Participants will receive tokens at the addresses from which the Ether transaction arrived.

## 5. Retained Tokens

Rhea's Founders will not retain any tokens for themselves. The company will keep 15% (up to 7.5 million Rhea) of the maximum Rhea supply, which will be exclusively used as such: 10% for providing liquidity to the platform to ensure smooth operations and 5% as long term reserve.

## 6. Contribution refund policy

If Tier I (12.5% of target) is not achieved during the specified period than we reserve the right to issue a secondary ICO round at a later stage seeking to complete Tier I. The secondary ICO round will not last more than the original period and will be announced before it takes place. If we do not manage to reach our minimum required capital at this point we will return all contributions to the ICO participants.

## 7. Private keys

If you send ETH from Coinbase, Kraken, Poloniex or any other wallet that you don't control the private key for, then you will not be able to claim the Rhea you purchased, and we will be unable to generate new ones for you. We will only accept contributions through MyEtherWallet and MetaMask.

## 8. New Information

Before and after making a payment, you should keep attending to our website "www.rheatoken.io" for new information or updated previous information. Anything relating to the Rhea and the ICO could be updated, changed or fine-tuned at such time and in such manner as we may think appropriate.

## 9. Dividends

The Dividend Incentive Scheme, explained in detail in the WhitePaper section 2.2.2, will be used to define the fixed quarterly dividend payout ratio. The first dividend payment will occur on 15.06.2018 (three months after the official platform launch). Further instructions on receiving and managing dividend payments will be released in a separate document following the conclusion of the ICO period.

## 10. Agreement

By participating in the ICO, you fully agree to the above mentioned Terms of Sale Policy and Token Distribution. If you have any objections to such terms, do not contribute ether during the ICO period. Contact us at [ico@rheatoken.io](mailto:ico@rheatoken.io) for more information or questions regarding these terms.