

# KIKO TOKENS SALE AGREEMENT

Last updated: 11.10.2017

1. This Token Sale agreement ('Agreement') forms a legally binding contract between You and the Wittaker S.A. International Business Company that is a company duly organized, validly existing and in good standing under the laws and incorporated in 7 New Road, Belize city, Belize (the "Company", "We" or "KIKOHASH") and sets forth general rules and procedure of KIKOHASH Token Sale by the KIKOHASH and their purchase by the Purchaser. This Agreement is inalienable part of KIKOHASH General Terms & Conditions of KIKO Token Sale that the Purchaser shall carefully read, understand and irrevocably accept. In terms not regulated by this Agreement (including but not limited to intellectual property rights, dispute resolution etc.), the KIKOHASH General Terms & Conditions of KIKO Token Sale shall apply to the relationships that arise hereunder.
2. THIS AGREEMENT CERTIFIES THAT You (hereinafter the "Purchaser" or "You") by clicking the button "I agree" on the Website and payment of ETH or BTC equal to 4.69 USD according to the cost of ETH to the date of beginning of the Token Sale (the "Purchase Amount") on the specific smart-contract address published on the Website and during the Token Sale period (the "Token Sale period"), to Wittaker S.A., shall be entitled to take delivery of certain digital cryptographic token (the "KIKO Token") upon the occurrence of the Company's Token Sale, subject to KIKOHASH General Terms & Conditions of KIKO Token Sale and the provisions set forth below. For purposes of this Agreement, the value of the Purchase Amount shall be deemed in US dollars (USD) whether the Purchaser pays in ETH or BTC, valued at the applicable exchange rate for ETH or BTC to the date of the beginning of the Token Sale. The term "Applicable Exchange Rate" shall mean the volume-weighted average price of Ethereum or Bitcoin across exchanges in the one hour preceding the beginning of the publication of smart-contract address at the Platform on the date of the beginning of Token Sale Period.
3. The definitions set forth herein and mentioned with capital letter shall have the meaning as described in KIKOHASH General Terms & Conditions of KIKO Token Sale in case if different definition is not directly set in this Agreement.
4. KIKO Token Sale period is the period of time from 21.11.2017—12.12.2017 during which the Company shall deliver to the Purchaser a number of KIKO Tokens equal to the Purchase Amount paid to the Company by Purchasers in the Token Sale (according to the procedures referenced in KIKOHASH General Terms & Conditions of KIKO Token Sale and this Agreement).
5. KIKO Tokens are available for purchase to Purchasers who are eligible to enter to this agreement according to the clause 5 of KIKOHASH General Terms & Conditions of KIKO Token Sale (Purchasers) and clauses 22 and 23 of this Agreement only during a limited KIKO Token Sale period of time that is defined in the Appendix A of KIKOHASH General Terms & Conditions of KIKO Token Sale and clause 4 of this Agreement.
6. KIKOHASH's publication on the Website of an offer to sell KIKO Tokens to a number of Purchasers (potential KIKOHASH Token purchasers) is considered a legally binding offer of the KIKOHASH to sell KIKO Tokens (hereinafter referred to as the "Offer").
7. The Offer shall be available only at the Website. Any other offers concerning KIKO Token Sale presented on any other websites or internet resources shall be considered null and void and shall not put any obligations upon the KIKOHASH.

8. The number of KIKO Tokens offered for sale by the KIKOHASH is limited, as well as the number of mentioned tokens to be purchased by one Purchaser. Such number of KIKO Tokens to be sold and available for purchase is defined in the Appendix A of the KIKOHASH General Terms & Conditions of KIKO Token Sale.

9. Legally binding acceptance of the Offer shall be conducted by a Purchaser by sending the Purchase Amount of ETH on the specific smart-contract address published on the Website and clicking the button “I agree” on the Website in the specific field. By this action the respective Purchaser, agree that he fully read, understood and irrevocably accepted this KIKO Token Sale agreement. From this moment the Offer shall be considered formally accepted by the respective Purchaser.

10. Offer Acceptance shall be deemed irrevocable.

11. The price of one KIKO Token is set forth in the amount of ETH or BTC equal to \$4.69 USD according to the cost of ETH to the date of beginning of the Token Sale. The payment for KIKO Tokens can be conducted by Purchasers only in Ethereum (ETH). KIKOHASH does not accept fiat currency as payment for KIKO Tokens. In order to buy KIKO Tokens Purchaser shall convert such funds into Ethereum (ETH). Technically the payment of KIKO Tokens shall be conducted via Ethereum Smart Contract specified on the Website.

12. To purchase KIKO Tokens the Purchaser shall only send cryptocurrency funds from his/her personal wallet (hardware wallet) in the amount which is equivalent to the amount of the KIKO Tokens the Purchaser is willing to receive for such payment. It is prohibited to send cryptocurrency funds to purchase KIKO Tokens from any cryptocurrency exchanges.

13. Purchaser is not entitled to send any funds to purchase KIKO Tokens until KIKO Token Sale period has officially begun. Purchaser is not entitled to send any funds to purchase KIKO Tokens upon ending of the respective KIKO Token Sale.

14. The KIKO Tokens shall be sent to the Purchaser’s personal respective cryptocurrency wallet.

15. To the extent allowable pursuant to Applicable Law, the purchase of the KIKO Tokens by the Purchaser from the KIKOHASH is final, and, thus, there are no refunds and/or cancellations.

16. Ownership rights for KIKO Tokens shall be transferred from the KIKOHASH to the respective Purchaser upon completion of payment procedure by the Purchaser. However, the right to transfer and exchange KIKO Tokens is given to Purchaser only after the end of Token Sale Period.

17. The proceeds received by KIKOHASH from the sale of KIKO Tokens to Purchaser shall only be deemed as proceeds received from sale of software services, as KIKO Tokens confer only the right to exchange KIKO Tokens for the 99% discount for the equipment used by KIKOHASH on conditions described in Appendix A and and confer no other rights of any form with respect to the Company or its corporate affiliates, including, but not limited to, any voting, distribution, redemption, liquidation, proprietary (including all forms of intellectual property), or other financial or legal rights. You are purchasing KIKO Tokens to get the right to exchange 100 of KIKO Tokens for the 99% discount for the item of equipment on conditions described in Appendix A and to support the KIKOHASH development, testing, deployment and operation of the Platform and Data Center. You are not purchasing KIKO Tokens for any other uses or purposes, including, but not limited to,

any investment, speculative or other financial purposes. KIKO Token Sale and KIKO Token allocation may be adjusted to keep benefits of KIKO Token Sale.

18. You expressly agree that the KIKO Tokens are not securities, are not registered with any government entity as the securities, shall not be considered as such, are not intended to be commodity or any other kind of financial instrument, do not represent any share, stake or security or equivalent rights, including, but not limited to, any right to receive future revenue shares and intellectual property rights.

19. By purchase of KIKO Tokens hereunder the Purchaser represents and warrants that his/her funds in no way came from illegal or unethical sources, that the Purchaser is not using any proceeds of criminal or illegal activity, and that no transaction involving KIKO Tokens are being used to facilitate any criminal or illegal activity.

20. The Purchaser is obliged to provide valid proves concerning legality of his/her proceeds used to purchase KIKO Tokens upon KIKOHASH's request or request of bank institutions or government authorities.

21. By accepting this Agreement and by purchase of the KIKO Tokens, the Purchaser represents/warrants and accepts that there are certain risks associated with purchase of KIKO Tokens, holding KIKO Tokens, and using KIKO Tokens described in Appendix B of KIKOHASH General Terms & Conditions of KIKO Token Sale.

22. US, Chinese, Hong Kong, Belize and the United Kingdom citizens and residents are not eligible and not allowed to participate in the KIKO Token Sale due to various taxation and regulatory issues. The Purchaser is only allowed to purchase KIKO Tokens if and by buying KIKO Tokens he/she covenants, represents, and warrants that he/she is neither a US, China, Hong Kong, Belize or the United Kingdom citizen or resident, nor have a primary residence or domicile in the US (including Puerto Rico, the US Virgin Islands, and any other possessions of the US), China, Hong Kong, Belize or the United Kingdom. In order to buy KIKO Tokens and by buying them Purchaser covenant, represent, and warrant that none of the owners of the company, of which Purchaser is an authorized officer, are US, China, Hong Kong or the United Kingdom citizens or residents, nor they have a primary residence or domicile in the United States (including Puerto Rico, the US Virgin Islands, and any other possessions of the US), China, Hong Kong, Belize or the United Kingdom. Should this change at any time, Purchaser shall immediately notify KIKOHASH. Purchaser also represent and warrant that he/she is not a citizen or resident of a geographic area in which access to or use of the cryptocurrency or Tokens is prohibited by applicable law, decree, regulation, treaty, or administrative act. KIKOHASH shall reserve the right to refuse selling KIKO Tokens to anyone who does not meet the criteria set forth above.

23. The Purchaser is only allowed to purchase KIKO Tokens if and by buying KIKO Tokens he (or she) covenants, represents, and warrants that he (or she) (under the Applicable Law and law of the country of Participant's residence):

1) is of an age of majority to enter into this Agreement (at least 18 years of age), meets all other eligibility and residency requirements, and is fully able and legally competent to purchase KIKO Tokens, enter into agreement with the KIKOHASH and in doing so will not violate any other agreement to which he (or she) is a party;

2) if he (or she) is a corporation, governmental organization or other legal entity, he/she has the right, power and authority to enter into this agreement on behalf of the corporation, governmental organization or other legal entity and bind them to these Terms;

3) will not be using the KIKO Tokens for any illegal activity, including but not limited to money laundering and the financing of terrorism;

24. THE COMPANY MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE TOKENS, INCLUDING ANY: WARRANTY OF MERCHANTABILITY, WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, WARRANTY OF TITLE OR WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE. EXCEPT AS EXPRESSLY SET FORTH HEREIN, PURCHASER ACKNOWLEDGES THAT IT HAS NOT RELIED UPON ANY REPRESENTATION OR WARRANTY MADE BY THE COMPANY, OR ANY OTHER PERSON ON THE COMPANY'S BEHALF.

25. The Purchaser understands that he/ she has no right against the Company or any other Person except in the event of the Company's breach of this instrument or intentional fraud. THE COMPANY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS INSTRUMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT OR OTHERWISE, SHALL NOT EXCEED THE TOTAL OF THE AMOUNTS PAID TO THE COMPANY PURSUANT TO THIS INSTRUMENT. NEITHER THE COMPANY NOR ITS REPRESENTATIVES SHALL BE LIABLE FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR ENHANCED DAMAGES, LOST PROFITS OR REVENUES OR DIMINUTION IN VALUE, ARISING OUT OF OR RELATING TO ANY BREACH OF THIS INSTRUMENT.

26. KIKO Tokens are to be provided on an "AS IS" and "UNDER DEVELOPMENT" basis and without any warranties of any kind, either expressed or implied. The Purchaser assumes all responsibility and risk with respect to buying of any amount of the KIKO Tokens and their use. The Purchaser hereby expressly agrees that, to the maximum extent permitted by the Applicable Law, the KIKO HASH does not accept any liability for any damage or loss, including loss of business, revenue, or profits, or loss of or damage to data, equipment, or software (direct, indirect, punitive, actual, consequential, incidental, special, exemplary or otherwise), resulting from any use of, or inability to use the Website or the material, information, software, facilities, services or content on the Website, as well as from purchasing of the KIKO Tokens, regardless of the basis, upon which the liability is claimed and even if the KIKO HASH has been advised of the possibility of such loss or damage. The Purchaser understands and agrees that the KIKO HASH shall not be held liable to and shall not accept any liability, obligation or responsibility whatsoever for any change of the value of the KIKO Tokens. If Applicable Law does not allow all or any part of the above limitation of liability to apply to the Purchaser, the limitations will apply to the Purchaser only to the extent permitted by the Applicable Law. The Purchaser understands and agrees that it is his/her obligation to ensure compliance with any legislation relevant to his/her country of domicile concerning purchasing of the KIKO Tokens. Purchasing of the KIKO Tokens by the

Purchaser in no way creates any exclusive relationship between the Purchaser and the KIKOHASH, nor any partnership, joint venture, employment or agency.

27. The Purchaser understands that he/she bears sole responsibility for any taxes as a result of the matters and transactions the subject of this instrument, and any future acquisition, ownership, use, sale or other disposition of Tokens held by the Purchaser. To the extent permitted by law, the Purchaser agrees to indemnify, defend and hold the Company or any of its affiliates, employees or agents (including developers, auditors, contractors or founders) harmless for any claim, liability, assessment or penalty with respect to any taxes associated with or arising from the Purchaser's purchase of Tokens hereunder, or the use or ownership of Tokens.