



## TERMS OF SALE FOR ELI TOKENS

DATE: 16 April 2018

PLEASE READ THESE TERMS OF SALE FOR ELI TOKENS (“**TERMS OF SALE**”) CAREFULLY. THESE TERMS OF SALE CONTAIN PROVISIONS WHICH AFFECT YOUR LEGAL RIGHTS.

BY SELECTING “I AGREE” AND SUBMITTING A FORM IN THE KYC PROCEDURE YOU ARE ACKNOWLEDGING THAT YOU HAVE READ THESE TERMS OF SALE AND THAT YOU AGREE TO BE BOUND BY THESE TERMS OF SALE AND ALL TERMS INCORPORATED HEREIN BY REFERENCE IN THE EVENT AN AGREEMENT IS CONCLUDED AS DEFINED HEREIN. IF YOU DO NOT AGREE TO ANY OF THE TERMS SET OUT IN THESE TERMS OF SALE, YOU BELIEVE THAT ANY TERMS SHOULD NOT APPLY TO YOU, OR YOU WISH TO NEGOTIATE THESE TERMS, PLEASE CONTACT US AND IMMEDIATELY NAVIGATE AWAY FROM THE ELIGMA WEBSITE.

IF YOU ARE IN ANY DOUBT AS TO THE ACTION YOU SHOULD TAKE, YOU SHOULD CONSULT YOUR LEGAL, FINANCIAL, TAX OR OTHER PROFESSIONAL ADVISOR(S).

Please review our Privacy Policy (“**Privacy Policy**”) and our Terms of Use (“**Terms of Use**”), which together with these Terms of Sale, including all schedules to these Terms of Sale, constitute the agreement between you and Eligma when you are purchasing Eligma’s cryptographic tokens (“**ELI tokens**”), and read them collectively. Our Privacy Policy, Terms of Use and these Terms of Sale are available at <https://www.eligma.io> (“**Website**”).

### PARTIES TO THESE TERMS

Eligma Ltd. is a company incorporated and registered in Slovenia with registration number 8106452000 and registered address at Letaliska cesta 33F, SI-1000 Ljubljana, Slovenia, EU and will be the creator of ELI tokens under these Terms of Sale (“**Eligma**”, “**Company**”, “**we**”, “**our**” or “**us**”).

References in these Terms of Sale to “**Purchaser**”, “**you**” or “**your**” are to the person / legal entity who submits the form in the KYC Procedure (as defined in Section 6) and makes a purchase of ELI tokens as set out in these Terms of Sale.

You and the Company will be individually and collectively referred to as the “**Party**” or “**Parties**” as the context herein requires.

If you have any questions relating to these Terms of Sale, please contact us at [support@eligma.io](mailto:support@eligma.io).

### AMENDMENTS MADE TO THE TERMS OF USE SINCE 07 MARCH 2018:

- In Section 4.4 an additional reason to end the Public Pre-Sale Stage was added, i.e. the Public Pre-Sale Stage will end if the total amount of the proceeds has reached or exceeded 21,300 (twenty-one thousand three hundred) ETH or 16,000,000 (sixteen million) US Dollars;
- Definition of Restricted person was relocated to Section 5;
- In Section 7.1.5 and in Schedule 2 a maximum amount of 80 ETH was added;
- The ETH exchange rate was locked at 800 US Dollar for the entire Token Sale (see in Section 7.1.6, 7.2.6 and in Schedule 2)
- The maximum amount of the contribution for the first three hours of the Crowdsale will be 10 ETH; after that you can contribute unlimited amounts of ETH (see Section 7.2.5 and in Schedule 2)
- In Section 10 the legal basis for the exclusion of the right of withdrawal was added and elaborated;
- Added mediation and arbitration clause in Section 21;
- Several non-substantial grammatical changes.

# Eligma

YOU AND THE COMPANY HEREBY AGREE AS FOLLOWS:

## 1. Eligma Platform

1.1 We are developing an AI-driven and blockchain-based platform that acts as a personal commerce agent, that provides services, software solutions and ELI token solutions to its users (“**Eligma Platform**”). Eligma Platform also includes any other services Eligma may provide in the future and which may be at a later stage available to its users.

1.2 For a more detailed description of the Eligma Platform, please refer to:

- a) The Website,
- b) The Eligma whitepaper (available at: [https://www.eligma.io/pdf/eligma-white-paper\\_v1.7.pdf](https://www.eligma.io/pdf/eligma-white-paper_v1.7.pdf)) (“**Whitepaper**”) (both “**Project Documentation**”).

1.3 The information contained in the Project Documentation is of descriptive nature only, is not binding and does not by any means form part of these Terms of Sale. Only provisions contained herein, and in our Privacy Policy and our Terms of Use, are binding in nature.

## 2. ELI tokens

2.1 ELI tokens (code: ELI) are fully ERC-20 compliant tokens based on the Ethereum blockchain which will be generated and distributed by the Company. ELI tokens are utility tokens that you can use in relation to the Eligma Platform only. They are not cryptocurrencies and may not be used as such in any way. They are also not, and will not be used in any way as, equity, assets, bonds, securities, derivatives or any other financial instruments.

2.2 The functionality of ELI tokens is further described in Schedule 1.

2.3 If you decide to purchase ELI tokens, please note that your purchase does not involve the exchange of cryptocurrencies for any form of securities, investment units and / or form of ordinary or other shares in Eligma or any other company. Furthermore, you as an ELI token holder do not receive any form of dividend or other revenue right that is guaranteed, or participate in profit sharing scheme, or receive any right of ownership in Eligma, or any right to participate in the management of Eligma. It is for these reasons that we believe that ELI tokens are not securities and may be purchased by anyone. If you determine that ELI tokens may constitute securities subject to regulation in any country, we strongly advise that you refrain from acquiring them and suggest you immediately notify us of the possible risks.

## 3. Scope of Terms

3.1 Unless otherwise provided herein, these Terms of Sale, Terms of Use and Privacy Policy govern your purchase of ELI tokens during the Token Sale (as defined in 4.1).

3.2 A legally binding agreement between you and the Company is concluded by your payment of ELI tokens, executed by transferring the appropriate amount of Ether (“**ETH**”) to the Company’s Ethereum wallet provided to you by the Company during the Token Sale (“**Eligma Wallet**”), as provided in Section 7 below (“**Agreement**”). By transferring the appropriate amount of ETH to the Eligma Wallet, you expressly agree to these Terms of Sale, all of the terms and conditions set forth in parts of these Terms of Sale which are directly written into lines of code and are self-executed by the Ethereum network (“**Smart Contract**”), and terms incorporated herein by reference.

3.3 Any potential future use of ELI tokens in connection with the provision or receipt of services on the Eligma Platform will be subject to and governed by such other applicable terms, conditions and policies relating to the use of the Eligma Platform (“**Platform Terms**”), except if otherwise provided herein. Such Platform Terms will be made available to Eligma Platform users, if and when the Eligma Platform is successfully developed and deployed.

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## 4. Commencement and Duration of Token Sale

4.1 The Company intends to generate a total of 500,000,000 ELI tokens and to sell 300,000,000 ELI tokens to Purchasers (“**Token Sale**”). The Token Sale consists of a Pre-Sale Stage and a Crowdsale Stage (as defined in 4.2 and 4.5 and described more in detail in Section 7).

4.2 The Company intends to sell a target sum of 216,000,000 ELI tokens in the Pre-Sale Stage (“**Pre-Sale Stage**”). The Pre-Sale Stage consists of a Private Pre-Sale Stage and a Public Pre-Sale Stage (as defined in 4.3 and 4.4).

4.3 The phase intended for private Purchasers and early supporters that already stated their intent to support the Company and made commitments will be available only to such private Purchasers and early supporters (“**Private Pre-Sale Stage**”).

4.4 The phase intended for a general public of early supporters (“**Public Pre-Sale Stage**”) will commence at 12:00 UTC on 20 March 2018 and end at 11:00 UTC on the earlier of: i) on 10 April 2018; or ii) when all ELI Tokens reserved for the Pre-Sale Stage are sold out or the total amount of the proceeds has reached or exceeded 21,300 (twenty-one thousand three hundred) ETH or 16,000,000 (sixteen million) US Dollars; or iii) on such other date as we in our sole and absolute discretion may determine.

4.5 The Company intends to sell a target sum of 84,000,000 ELI tokens + unsold ELI tokens from previous phase in a public crowdsale stage (“**Crowdsale Stage**”).

4.6 The Crowdsale Stage will commence at 11:00 UTC on 17 April 2018 and end at 11:00 UTC on the earlier of: i) the date on which the total amount of proceeds received from the sale of all targeted ELI tokens in the Pre-Sale Stage and Crowdsale Stage has reached or exceeded 34,180 (thirty-four thousand one hundred eighty) ETH; or ii) 8 May 2018; or iii) such other date as we in our sole and absolute discretion.

4.7 Token Sale is further described in Schedule 2.

## 5. Eligibility for the Token Sale

5.1 Citizens, nationals and any persons, physical or legal, residing or domiciled in Canada, the People’s Republic of China, Singapore, South Korea and the United States of America (including American Samoa, Guam, Northern Mariana Islands, Puerto Rico, the U.S. Virgin Islands or any other territories administered by the USA) (“**Restricted Persons**”), are prohibited from purchasing ELI tokens. Eligma has no intention to sell ELI tokens to Restricted Persons and reserves the right to refuse sale or/and distribution of ELI tokens to Restricted Persons. Restricted Persons that participate in the token sale by providing false information about their citizenship, residency place and nationality will be in breach of these Terms of Sale and will be required to indemnify Eligma in respect of any damage or loss suffered as a result of this breach in accordance with the indemnification provisions set out in these Terms of Sale.

5.2 The ELI tokens are not being offered or distributed to, or cannot be resold or otherwise alienated by their holders to, citizens and natural and legal persons having their habitual residence, location or seat of incorporation in the country or territory of jurisdictions that include but are not limited to Canada, People’s Republic of China, Singapore, South Korea and the United States of America (including American Samoa, Guam, Northern Mariana Islands, Puerto Rico, the U.S. Virgin Islands or any other possession of the USA) or where transactions with digital tokens are prohibited or in any manner restricted by applicable laws or regulations (“**Restricted Areas**”). WE EXPLICITLY PROHIBIT PERSONS OR ENTITIES IN RESTRICTED AREAS FROM PURCHASING ELI TOKENS AND WE WILL NOT BE HELD LIABLE FOR ANY LEGAL OR MONETARY CONSEQUENCE ARISING OUT OF SUCH PURCHASE. PLEASE NOTE THAT RESTRICTED AREAS MAY CHANGE BEFORE / DURING / UNTIL THE END OF THE TOKEN SALE. IF RESTRICTED AREAS WILL CHANGE BEFORE THE END OF THE TOKEN SALE, WE RESERVE THE RIGHT TO RETURN TO YOU ALL ETH SENT TO US AND WE WILL NOT SEND YOU ELI TOKENS. Aforesaid persons that participate in the ELI token purchase by providing false information about their citizenship, residency place and nationality will breach these Terms of Sale and be liable to Enigma for any damage or loss suffered as a result.

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5.3 In order to be eligible to participate in the Token Sale, you must:

- (i) be at least 18 years old;
- (ii) have full power and authority to enter into the Agreement;
- (iii) NOT be a citizen or natural or legal person having your habitual residence, location or seat of incorporation in Restricted Areas;
- (iv) comply with these Terms of Sale and terms incorporated herein by reference;
- (v) complete the KYC Procedure, as described in Section 6;
- (vi) have an ERC20-compatible Ethereum wallet which is NOT a cryptocurrency exchange wallet; and
- (vii) receive a confirmation email from us, including a Unique Verification Code, stating that, based on our review of your KYC Application (as described in Section 6), you have been approved to purchase ELI tokens in the Token Sale;

5.4 You understand and accept that purchase of ELI tokens will not be possible from a public Ethereum wallet address that has not been previously registered according to the procedure defined herein.

5.5 You acknowledge and agree that you are NOT purchasing ELI tokens for purposes of investment, speculation, as some type of arbitrage strategy, for immediate resale or any other financial purposes. You represent and warrant that the execution and delivery of, and performance under, these Terms of Sale require no approval or other action from any governmental authority or person other than you. You represent and warrant that you are purchasing ELI tokens for your own use, in your own name and for your own account.

5.6 Eligma will have the right to implement necessary measures to monitor compliance of this section.

## 6. KYC procedure

6.1 In order to be eligible to participate in the Token Sale and purchase the ELI tokens, you will have to undergo our Know Your Client procedure (“**KYC Procedure**”). KYC Procedure is a customer identification process to ensure that each Purchaser is appropriately verified. It is not only our legitimate interest to assess and monitor risks, to prevent doing business with a money launderer, terrorist or other criminal, even more importantly, KYC Procedure is a fundamental practice to protect a project and its supporters from fraud and losses due to illegal funds and transactions as well as an industry standard that has been established. You acknowledge and agree that to counteract money laundering and to enforce our internal security policy, we will use internal controls and programs for such control to be maintained. We will collect and store information about you and your transactions in compliance with the General Data Protection Regulation (Regulation (EU) 2016/679). We will aim to perform the KYC Procedure within 72 hours of your submission.

6.2 In order to get approved in the KYC Procedure, you will be prompted to complete the KYC Procedure application (“**KYC Application**”) on a link provided to you. You will be asked to provide us with the personal information listed in the next section (“**Personal Information**”).

6.3 In the KYC Application, you will be required to provide us with the following information: Your name, address of your permanent residence, address of any temporary residence(s), date of birth, place of birth, citizenship, personal document issued by a governmental authority (“**ID**”) number, type of ID, date of issue of the ID, expiration date of the ID, e-mail address, telephone number, your ERC-20 compliant wallet address from which you will send ETH to Eligma Wallet and into which you will want to receive ELI tokens. You may need to be physically present and identify yourself to us by using your ID. You will also be required to upload a copy of your ID, utility bill and a photograph of yourself holding your ID and a note with an inscription “For Eligma”, current date and your signature.

6.4 If you will purchase ELI tokens as a legal entity you will be required to provide us with the following information:

Legal entity’s name, registered office, business address, registration number, name of the representative, country of registration, tax number, e-mail address, and an excerpt from the business register which is not more than three months old. The legal entity’s representative may need to be physically present and identify himself to us and he must provide us his Personal Information and other information listed above.

6.5 After you submit your KYC Application, you will be provided with your personalised unique verification code (“**Unique Verification Code**”). You must keep your Unique Verification Code safe as all email correspondence in regard to ELI token transactions will include your Unique Verification Code. If you

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receive an email in regard to the ELI token transactions and does not contain your Unique Verification Code, you should immediately delete such email and inform us instantly.

6.6 Once you have provided us with all of the above Personal Information and / or information about the legal entity and other required information we will process your KYC Application. If your KYC Application is flagged through our internal controls during the KYC Procedure, we may require additional identification information. Identification of bank accounts may also be required. We can request from you any additional identifying information and support documents at any time at the request of any competent authority or in the case of the application of any applicable law or regulation, including laws related to anti-money laundering (“AML”) and financing of terrorism. You consent that you will disclose such information and documents to us in order to comply with applicable laws, regulations, rules, standards or agreements. You acknowledge that we may refuse to distribute ELI tokens to you until such requested information is provided. You accept and agree that in cases where we have valid reasons to believe that your purchase of ELI tokens might be used for money laundering, the financing of terrorism or for any other illegal activity, or that you have concealed or reported false identification information and other details, we can reject your KYC Application at our sole discretion and refuse to distribute ELI tokens to you.

6.7 You acknowledge and agree that we may reject your KYC Application if you are a citizen or natural and legal person having your habitual residence, location or seat of incorporation in the country or territory of jurisdictions that include but are not limited to Afghanistan, Bosnia and Herzegovina, Democratic People's Republic of Korea (DPRK), Guyana, Iran, Iraq, Lao PDR, Syria, Sri Lanka, Trinidad and Tobago, Tunisia, Uganda, Vanuatu, Yemen, other countries available at:

[http://www.uppd.gov.si/si/javne\\_objave/seznam\\_drzav\\_50\\_clen\\_zppdft\\_1/](http://www.uppd.gov.si/si/javne_objave/seznam_drzav_50_clen_zppdft_1/)

or have been placed on any of the sanctions lists, published and maintained by the United Nations, European Union, any EU country, FATF, UK Treasury and US Office of Foreign Assets Control (OFAC).

6.8 We may, from time to time, implement policies restricting verification process by nationality, country of residence, or any other factor. This may affect your right to purchase ELI tokens. In the highly unlikely case where you have been initially approved in the KYC Procedure and we later appreciate that you are from Restricted Areas (newly added or existing), we will return ETH paid by you to your address and we will not transfer ELI tokens to you. You expressly agree and acknowledge that this might occur and you hereby agree to indemnify us against any losses resulting from such an event and your inability to purchase ELI tokens.

6.9 You confirm by using our KYC Procedure and providing your Personal Information to the Company, that all information provided within the KYC Procedure is true and accurate and that that you do not act on behalf of any third party.

## 7. ELI Token Sale

### 7.1 Pre-Sale Stage

7.1.1 The Company will sell ELI tokens in the Pre-Sale Stage only to the Purchasers whose KYC Application was approved by us in the KYC Procedure prior to or during the Pre-Sale Stage (“**Pre-Sale Participants**”).

7.1.2 In the welcoming email, after successfully completing the KYC Procedure, you will be provided with an Eligma wallet address which will be individualised for you and usable only for the Pre-Sale Stage. This email will include your Unique Verification Code. No third-party provider has been allowed, authorized or endorsed by the Company for distribution of individualised Eligma wallet addresses or the sale or distribution of ELI tokens.

7.1.3 You agree not to share your individualised Eligma wallet address provided in the welcoming email with any other person for the purpose of facilitating their unauthorized access to the Pre-Sale Stage. If you do share your individualised Eligma wallet address with anyone we will consider their activities to have been authorized by you. You alone are responsible for any acts or omissions that occur during the Token Sale through the use of your individualised Eligma wallet address. We reserve the right to suspend or block your access to the Token Sale upon suspicion of any unauthorized access or use, or any attempt thereof, by anyone using your individualised Eligma wallet address. You may lose all your ETH if made from the suspended or

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blocked ERC-20 compliant wallet address or through the use of a suspended or blocked individualised Eligma wallet address.

7.1.4 The price and the bonus of the Pre-Sale Stage are defined in Schedule 2.

7.1.5 In the Pre-Sale, you can transfer a minimum amount of 0.1 ETH and a maximum amount of 80 ETH, unless otherwise determined by the Company.

7.1.6 You must transfer the purchase price for the ELI tokens in ETH by sending the appropriate amount of ETH to the individualised Eligma wallet address provided to you in the welcoming email. You will be entitled to the amount of ELI tokens which equals to the amount of ETH you paid to the Company multiplied by the fixed exchange rate of 800 US Dollars per one (1) ETH and divided by the price per one (1) ELI token (as defined in Schedule 2). In addition to this amount you will be entitled to an additional bonus (as defined in Schedule 2).

7.1.7 You can only pay the purchase price in ETH during the Pre-Sale Stage, i.e. no earlier than on 20 March 2018 at 12:00 UTC.

## 7.2 Crowdsale Stage

7.2.1 The Company will sell ELI tokens in the Crowdsale Stage only to the Purchasers whose KYC Application was approved by us in the KYC Procedure prior to or during the Crowdsale Stage (“**Crowdsale Participants**”). All Pre-Sale Participants can also participate in Crowdsale Stage pursuant to terms herein.

7.2.2 After successfully completing the KYC Procedure, you will receive a confirmation email in which you will NOT be provided with an Eligma wallet address.

7.2.3 At the start of Crowdsale Stage as provided herein you will be provided with an Eligma wallet address which will be public and NOT individualised for you. The email with the Eligma wallet address will include your Unique Verification Code. No third-party provider has been allowed, authorized or endorsed by the Company for distribution of public Eligma wallet address(es) or the sale or distribution of ELI tokens. At the start of Crowdsale Stage the public Eligma wallet address will be published on the Website and other Eligma communication channels.

7.2.4 The price and the bonus of the Crowdsale Stage are defined in Schedule 2.

7.2.5 In the Crowdsale Stage, you can transfer a minimum amount of 0.1 ETH. Maximum ETH transfer for the first three hours of the Crowdsale Stage (from 11:00 UTC to 14:00 UTC on 17 April 2018) will be 10 ETH. After that you can contribute unlimited amounts of ETH.

7.2.6 You must transfer the purchase price for the ELI tokens in ETH by sending the appropriate amount of ETH to the Ethereum wallet address of the Company provided to you by the Company. You will be entitled to the amount of ELI tokens which equals to the amount of ETH you paid to the Company multiplied by the fixed exchange rate of 800 US Dollars per one (1) ETH and divided by price per one (1) ELI token (as defined in Schedule 2). In addition to this amount you will be entitled to an additional bonus (as defined in Schedule 2).

7.2.7 You can only pay the purchase price in ETH during the Crowdsale Stage, i.e. no earlier than on 17 April 2018 at 11:00 UTC. If you transfer the purchase price in ETH before the stated time, your transaction will bounce and you will be liable for the transaction costs.

## 7.3 General

7.3.1 You are not allowed to send ETH from the address of any currency exchange (i.e., Poloniex, Coinbase, Bitfinex, etc.) or to set your ELI receiving address to that of any currency exchange. You may lose your payments made from these addresses. We reserve the right to prescribe additional guidance regarding specific wallet requirements.

7.3.2 You can only transfer the purchase price in ETH and in no other cryptocurrency or fiat currency.

- 7.3.3 Your purchase is not guaranteed until we receive the amount of the ETH you sent to the individualised or Ethereum wallet address from your ERC-20 compliant wallet address you provided in your approved KYC Application. If we have not received your payment of the ETH within the Token Sale, we reserve the right to void your purchase request and refuse to accept your payment. For the avoidance of doubt, your payment of the ETH will be deemed to be paid once we have received three (3) network confirmations of the transaction. We reserve the right, in our sole discretion, to modify any of the timelines and procedures described herein to account for network congestion or other technical challenges.
- 7.3.4 After we receive your payment we will check your Personal Information and accept or deny your request and amount of your ETH. The Company has absolute discretion and may reject you and any amount of ETH you paid for any reason or no reason at all.
- 7.3.5 The Company anticipates that ELI tokens, based on the payments during the Token Sale, will be generated, distributed and delivered at the latest at the same day as the Crowdsale Stage will end. The Company reserves the right to extend the ELI token delivery date for up to two (2) additional weeks if necessary to address any unanticipated technical difficulties and issues or security issues. For the avoidance of doubt, any extension of the ELI token delivery will not affect the obligation of the Company and you to make and take delivery, respectively, of ELI tokens purchased. Although the Company does not anticipate any technical difficulties and issues or security issues arising from the Token Sale, the two (2) additional weeks is intended as a precautionary buffer period for the Company to resolve any such technical difficulties and issues or security issues.
- 7.3.6 If the funds raised during the Token Sale all together do not reach the minimum target of 3,000,000 (three-million) US Dollars (“**Soft Cap**”) by the termination of the Token Sale, the Smart Contract will not deliver ELI tokens to the Purchasers in the Pre-Sale Stage and Crowdsale Stage and will instead return the received payments from Purchasers, reduced by the amount of any transaction fees, to the ERC-20 compliant wallet addresses provided by the respective Purchasers in their approved KYC Applications. In that circumstance, the Company will have no further obligations to Purchasers, under these Terms of Sale or any other agreement, after the Purchaser’s payment is returned to the Purchaser’s addresses provided in the KYC Procedure. The received payments may be lost in their entirety on their return if they were paid from the addresses of any currency exchange.
- 7.3.7 At any time during the Token Sale and at its sole discretion, the Company may, by notice on the Website, temporarily or permanently suspend the Token Sale for technical or security reasons and such suspension will take effect from the moment of publication of such notice until the same is updated or removed from the Website. You agree not to send any ETH during such a suspension period and accept the risk that any ETH sent during such a suspension period may be lost in its entirety. The Company is not responsible or liable for returning or refunding any losses incurred by you as a result of your sending ETH during a suspension period.
- 7.3.8 If the Company at its sole discretion or as fulfilment of its obligations according to these Terms of Sale returns your ETH to you for any reason, you will be liable for any transaction fees and other costs related to such return or transaction.

## **8. Possible Migration of ELI tokens**

8.1 ELI tokens are being created as ERC-20 tokens on the Ethereum protocol. We reserve the right to migrate the ERC-20 based ELI tokens to another protocol and to generate replacement ELI tokens on the new protocol in the future, should we in our sole discretion determine that doing so is necessary or useful for our operation or Eligma Platform.

8.2 Should we decide to migrate the ELI tokens, we will notify you via the email address you provided to us during the KYC procedure.

## **9. ELI token Creation and Allocation**

All ELI tokens sold in the Token Sale will be created and distributed according to the rules of the ELI Token Sale defined in the Schedule 2, unless otherwise specified in the Section 5, Section 6 or Section 7 of these Terms of Sale. By participating in the Token Sale and purchasing ELI tokens, you acknowledge that you have read, understand, and accept the provisions of Schedule 2.

## **10. Refusal and finality of Purchase Requests**

10.1 All purchases of ELI tokens from us and acceptances of ELI tokens during the Token Sale are final, and there are no refunds or cancellations except as set forth herein or as may be required by applicable law or regulation.

10.2 We reserve the right to refuse or cancel ELI token purchase requests at any time in our sole discretion. To the greatest extent legally possible, you hereby waive any statutory or contractual right to withdraw from, or to rescind, these Terms of Sale. To the extent the Company, in its sole discretion, decides to make a refund, any refunds will be made in ETH to the Purchasers which sent ETH. We are not responsible for any delays, losses, costs, non-delivery of refunds or of ELI tokens, or other issues arising from the failure to provide, or by providing an inaccurate or incomplete ERC-20 compliant wallet address in the KYC Applications.

10.3 The Company expressly informs you that there is no statutory nor contractual right of withdrawal in relation to these Terms of Sale. Articles 9 – 15 of the Consumer Rights Directive (Directive 2011/83/EU) as implemented by Article 43.č of the Slovenian Consumer Protection Act (Zakon o varstvu potrošnikov) on distance and off-premises sales provide for the right of a consumer to withdraw from distance or off-premises contract. The ELI Token Sale, however, is exempted from this right of withdrawal since it concerns the supply of goods (ELI token) for which the price is dependent on fluctuations in the financial markets ('vin en primeur') which cannot be controlled by Eligma and which may occur within the withdrawal period (Article 16(b) of the Consumer Rights Directive; Article 43.č/5(1) of the Slovenian Consumer Protection Act). Additionally, the exemption in Article 16(m) of the Consumer Rights Directive and Article 43.č/5(13) of the Slovenian Consumer Protection Act applies, since the ELI Token Sale concerns the supply of digital content in the sense of the Directive which is not supplied on a tangible medium and prior express consent and acknowledgment must be made that the right of withdrawal is lost when participating in the ELI Token Sale.

10.4 If the Purchaser is not a consumer in the sense of the Consumer Rights Directive or Slovenian Consumer Protection Act, warranty rights are limited to the representation and warranties set out in Schedule 3 to these Terms of Sale.

## **11. Your Representations and Warranties**

By participating in the Token Sale and transferring ETH to the Company, you hereby represent and warrant the matters set out in Schedule 3 (Your representations and warranties) to these Terms of Sale.

## **12. Risks**

12.1 You acknowledge and agree that there are significant financial, regulatory, reputational and other risks (including but not limited to those set out in Schedule 4 (Risk factors) to these Terms of Sale), associated with purchasing, holding, owning, and using ELI tokens and participating in the Token Sale.

12.2 BY TRANSFERRING ETH TO THE COMPANY AND ACCEPTING THESE TERMS OF SALE YOU EXPRESSLY ACKNOWLEDGE, ACCEPT AND ASSUME THE RISKS SET OUT IN SCHEDULE 4 (RISK FACTORS) TO THESE TERMS OF SALE.

## **13. Audit of the Smart Contract**

13.1 The Company will exercise reasonable endeavours to have the Smart Contract audited and approved by technical experts with regard to both the accuracy and the security of the underlying code.

13.2 Notwithstanding Section 13.1, smart contract technology is still in an early stage of development and its application is currently of an experimental nature, which carries significant operational, technological, financial, regulatory, reputational and other risks. Accordingly, while any audit conducted will raise the level of



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security and accuracy of the Smart Contract, you acknowledge, understand and accept that the audit does not amount to any form of warranty, representation or assurance (in each case whether express or implied) that the Smart Contract and ELI tokens are fit for a particular purpose or that they are free from any defects, weaknesses, vulnerabilities, viruses or bugs which could cause, inter alia, the loss of your ETH and / or ELI tokens.

## 14. Security

You are responsible for implementing all reasonable and appropriate measures for securing the wallet, vault or other storage mechanism you use to send ETH to the Company and to receive and store ELI tokens that are issued to you by the Smart Contract, including any requisite private key(s) or other credentials necessary to access such storage mechanism(s). If your private key(s) or other access credentials are lost, you may lose access to your ELI tokens. The Company will not be responsible for any security measures relating to your receipt, possession, storage, transfer or potential future use of ELI tokens nor will we be under any obligation to recover or return any ELI tokens and we hereby exclude (to the fullest extent permitted under applicable law) any and all liability for any security breaches or other acts or omissions which result in your loss of (including your loss of access to) ELI tokens issued to you during the Token Sale.

## 15. Intellectual Property

15.1 The Company has valid, unrestricted and exclusive ownership of rights to the patents, trademarks, trademark registrations, trade names, designs, copyrights, know-how, technology and other intellectual property necessary to the conduct of selling of the ELI tokens, developing and enabling the Eligma Platform, Website and the Company's activities generally ("**IPR**").

15.2 The Company retains all IPR. These materials are protected by Slovenian and international copyright laws and other intellectual property right laws. These Terms of Sale will not be understood and interpreted in a way that they would mean assignment of copyright or other intellectual property rights, unless it is explicitly defined so in these Terms of Sale.

15.3 There are no implied licenses under these Terms of Sale, and any rights not expressly granted to you hereunder are reserved by the Company.

15.4 The Company will own exclusive rights, including all IPR, to any feedback including, but not limited to, suggestions, ideas or other information or materials regarding Eligma Platform, Website, Token Sale or related products that you provide, whether by email, posting through the Website, other communication channels or otherwise and you irrevocably and exclusively assign any and all intellectual property rights on such feedback unlimited in time, scope and territory (to the extent permitted by applicable laws) so that the Company has the right to dispose of them without any limitations, including their transfer to any third party without seeking your consent. Any feedback you submit is non-confidential and will become the sole property of the Company. The Company will be entitled to the unrestricted use, reproduction (including in electronic form), modification (whereby you will not retain any rights on your original feedback), or dissemination of such feedback for any purpose, commercial or otherwise, without acknowledgment or compensation to you. You waive any rights you may have to the feedback (to the extent permitted by applicable laws).

## 16. Indemnification

16.1 To the fullest extent permitted by applicable law, you will indemnify, defend and hold harmless the Company and our 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 ("**Company Indemnified Parties**") from and against all claims, demands, actions, damages, losses, liabilities, costs and expenses (including attorneys' fees) that arise from or relate to (i) any third-party claim concerning these Terms of Sale, (ii) your use of, or conduct in connection with, the Token Sale and Eligma Platform, (iii) any feedback you provide, (iv) your purchase, acceptance or use of the ELI tokens, (v) your responsibilities or obligations under these Terms of Sale (vi) your violation of these Terms of Sale, or (vii) your violation of any rights of any other person or entity. If you are obligated to indemnify us, we will have the right, in our sole discretion, to control any action or proceeding (at our expense) and determine whether we wish to settle it. If we are obligated to respond to a third-party subpoena or other compulsory legal order or process described above, you will also reimburse us for reasonable attorney

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fees, as well as our employees' and contractors' time and materials spent responding to the third-party subpoena or other compulsory legal order or process, at reasonable hourly rates.

16.2 The Company reserves the right to exercise sole control over the defence, at your expense, of any claim subject to indemnification under this Section 16. This indemnity is in addition to, and not in lieu of, any other indemnities set forth in a written agreement between you and the Company.

16.3 You will promptly notify us of any third-party claims, actions, or proceedings which you become aware of that involve the Company as a result of these Terms of Sale. The Company may participate with counsel of its own choosing in any of the proceedings described above.

## 17. Disclaimers

17.1 TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW AND EXCEPT AS OTHERWISE SPECIFIED IN WRITING BY US, (i) THE ELI TOKENS ARE SOLD ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, AND WE EXPRESSLY DISCLAIM ALL IMPLIED WARRANTIES AS TO THE ELI TOKENS, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NONINFRINGEMENT, (ii) WE DO NOT REPRESENT OR WARRANT THAT THE ELI TOKENS ARE RELIABLE, CURRENT OR ERROR-FREE, MEET YOUR REQUIREMENTS, OR THAT DEFECTS IN THE ELI TOKENS WILL BE CORRECTED, AND (iii) WE CANNOT AND DO NOT REPRESENT OR WARRANT THAT ELI TOKENS OR THE DELIVERY MECHANISM FOR ELI TOKENS ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

17.2 Some jurisdictions do not allow the exclusion of certain warranties or disclaimers of implied terms in contracts with consumers. Some or all of the exclusions of warranties and disclaimers in this Section 17 may therefore not apply to you.

17.3 Neither these Terms of Sale nor the Whitepaper constitute a prospectus, offering document or private placement memorandum of any sort and are not an offer to sell, nor the solicitation of an offer to buy any investment or financial instrument in any jurisdiction and do not pertain in any way to (i) an initial public offering or a share / equity offering or (ii) an offering of securities in any jurisdiction. The ELI tokens are not being structured or sold as securities or any other form of investment product.

17.4 An ELI token does not have the legal status of a security, since it does not give any right to dividends or interest, any ownership right or stake share or equivalent rights or any right to receive future revenue shares, or any other form of participation in or relating to the Company, nor will ELI tokens holders have any influence or rights in the development or governance of the Company. An ELI Token is not a share and does not give any right to participate in the general meetings of the Company.

17.5 ELI tokens should not be acquired for speculative or investment purposes with the expectation of making a profit on immediate or future re-sale. There are no guarantees regarding the value of an ELI Token and there is no reason to believe that an ELI Token will increase in value. They may decrease in value or lose their value entirely.

17.6 No regulatory authority has examined or approved of any of the information set out in these Terms of Sale and / or the Whitepaper. 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 these Terms of Sale and / or the Whitepaper does not imply that applicable laws, regulatory requirements or rules have been complied with.

17.7 While every effort will be made by the Company to ensure that information contained in the Project Documentation or regarding the Eligma Platform is correct, the Company disclaims (to the extent permitted by applicable laws) all warranties regarding the accuracy, adequacy, correctness, completeness, reliability, timeliness, non-infringement, title, merchantability or fitness of any information in the Project Documentation and / or regarding the Eligma Platform.

## 18. Limitation of Liability

18.1 TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW (I) IN NO EVENT WILL THE COMPANY OR ANY OF THE COMPANY INDEMNIFIED PARTIES BE LIABLE TO YOU OR ANYONE

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ELSE 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 ELI TOKENS OR OTHERWISE RELATED TO THESE TERMS OF SALE, 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), AND (II) IN NO EVENT WILL THE AGGREGATE LIABILITY OF THE COMPANY AND THE COMPANY INDEMNIFIED PARTIES (JOINTLY), WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE, WHETHER ACTIVE, PASSIVE OR IMPUTED), OR OTHER THEORY, ARISING OUT OF OR RELATING TO THESE TERMS OF SALE OR THE USE OF OR INABILITY TO USE THE ELI TOKENS, EXCEED THE AMOUNT YOU PAY TO US FOR THE ELI TOKENS.

18.2 THE LIMITATIONS SET FORTH IN SECTION 18 WILL NOT LIMIT OR EXCLUDE LIABILITY FOR THE GROSS NEGLIGENCE, FRAUD OR INTENTIONAL, WILLFUL OR RECKLESS MISCONDUCT OF THE COMPANY.

18.3 The Company or any of the Company Indemnified Parties will not be liable for any compensation, reimbursement, or damages arising in connection with: (i) your inability to participate in the Token Sale, use of the Eligma Platform, including without limitation as a result of any termination or suspension of the Website or these Terms of Sale, power outages, maintenance, defects, system failures, mistakes, omissions, errors, defects, viruses, delays in operation or transmission or any failure of performance, (ii) the cost of procurement of substitute goods or services, (iii) any of your expenditures, or commitments in connection with these Terms of Sale or your participation in the Token Sale or use of the Services, (iv) your reliance on any information obtained from the Company, (v) any force majeure event, communications failure, theft or other interruptions or (vi) any unauthorized access, alteration, deletion, destruction, damage, loss or failure to store any data, including records, private keys or other credentials, associated with the Token Sale, the Eligma Platform, or Personal Information.

18.4 The Token Sale and the information, products, and services included in or available through the Website may include inaccuracies or typographical errors. Changes are periodically added to the information therein. The Company may make improvements or changes to the Website at any time. No information provided to you by the Company is to be considered or construed as advice.

18.5 Some jurisdictions do not allow the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of the limitations of this Section 18 may not apply to you.

## **19. Taxation**

19.1 You are solely responsible for determining whether your purchase of ELI tokens, the creation, ownership, use, sale, transfer or liquidation of ELI tokens, the potential appreciation or depreciation in the value of ELI tokens over time (if any), the allocation of ELI tokens and/or any other action or transaction contemplated by these Terms of Sale or related to the Eligma Platform will give rise to any tax implications for you.

19.2 You are also solely responsible for withholding, collecting, reporting, paying, settling and/or remitting any and all taxes to the appropriate tax authorities in such jurisdiction(s) in which you may be liable to pay tax. The Company will not be responsible for withholding, collecting, reporting, paying, settling and/or remitting any taxes (including, but not limited to, any income, capital gains, sales, value added or similar tax) which may arise from your purchase or acquisition of ELI tokens under or in connection with these Terms.

19.3 You agree not to hold the Company or any of the Company Indemnified Parties liable for any tax liability associated with or arising from the creation, ownership, use or liquidation of ELI tokens or any other action or transaction related to the Eligma Platform or the Token Sale.

## **20. Release**

To the fullest extent permitted by applicable law, you release the Company and the other Company Indemnified Parties from responsibility, liability, claims, demands and / or damages (actual and consequential) of every kind and nature, known and unknown (including, but not limited to, claims of negligence), arising out of or related to disputes between the Parties or participants in the Token Sale and the acts or omissions of any third parties. You expressly waive any rights you may have under any relevant law or legal principle that would otherwise limit the coverage of this release.

## **21. Dispute Resolution and Governing Law**

21.1 All disputes or claims arising out of or in connection with these Terms of Sale including disputes relating to its validity, breach, termination or nullity, and any disputes or claims arising out of or in connection with the use of the Website and ELI tokens are to be firstly referred to proceedings under the International Chamber of Commerce Mediation Rules. If the dispute has not been settled pursuant to the said rules within forty-five (45) days following the filing of a request for mediation or within such other period as the parties may agree in writing, such dispute will thereafter be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said rules. The arbitral proceedings will take place in English. The governing law of the contract is the substantive law of Slovenia.

21.2 Prior to filing any claims in accordance with section 21.1, you undertake to file such claim or request directly to Eligma via e-mail at address [support@eligma.io](mailto:support@eligma.io). You agree that you will not file any claims in accordance with section 21.1 earlier than sixty (60) days after sending such claim or request to Eligma in accordance with this section 21.2. Any claim filed with the mediation or arbitral tribunal contrary to the rules set out in this section 21.2 is to be rejected immediately by the tribunal as premature.

## **22. Communication and support**

22.1 You agree and consent to receive electronically all communications, agreements, documents, receipts, notices and disclosures that we provide in connection with use of the Website, Token Sale or these Terms of Sale. You agree that we may provide these communications to you by posting them on the Website or by emailing them to you at the email address you provide in your KYC Application. Any email communication will be considered to be received by you within 24 hours after it is sent and communication on our Website will be effective upon posting. You should maintain copies of electronic communications by printing a paper copy or saving an electronic copy.

22.2 It is your responsibility to keep your email address updated so that your current email address is communicated to us and we can communicate with you electronically. You understand and agree that if we send you an electronic communication but you do not receive it because your email address is incorrect, out of date, blocked by your service provider, or you are otherwise unable to receive electronic communications, you will be deemed to have received the communication nonetheless. You can update your Personal Information (including email) any time by sending an email to [support@eligma.io](mailto:support@eligma.io).

22.3 You may give us a notice under these Terms of Sale by sending an email to [support@eligma.io](mailto:support@eligma.io) or by contacting the Company through the support function on the Website. All communication and notices pursuant to these Terms of Sale must be given in English or Slovenian.

## **23. Severability**

If any term, provision, covenant, restriction, clause or provision of these Terms of Sale is held to be invalid, illegal, unlawful, void or unenforceable, the remainder of the terms, provisions, covenants, restrictions, clauses or provisions set forth herein will remain in full force and effect and will in no way be affected, impaired or invalidated, and the Parties hereto will use their commercially reasonable efforts to find and employ an alternative means to achieve the same or substantially the same result as that contemplated by such term, provision, covenant, restriction, clause or provision. It is hereby stipulated and declared to be the intention of the Parties that they would have executed the remaining terms, provisions, covenants, restrictions, clauses or provisions without including any of such that may be hereafter declared invalid, illegal, void or unenforceable.

## 24. Miscellaneous

24.1 These Terms of Sale (including all schedules to these Terms of Sale), Terms of Use and Privacy Policy constitute the entire agreement between you and us with respect to the subject matter hereof and substitutes and supersedes any and all previous written or oral statements between you and us, including but not limited to any marketing, promotional or other material about the Eligma Platform, ELI tokens, or other matters related to Eligma. No provision of these Terms of Sale will be considered waived unless such waiver is in writing and signed by the Party that benefits from the enforcement of such provision. No waiver of any provision in these Terms of Sale, however, will be deemed a waiver of a subsequent breach of such provision or a waiver of a similar provision. In addition, a waiver of any breach or a failure to exercise or enforce any right or provision of these Terms of Sale will not in any way affect, limit, or waive a Party's rights hereunder at any time to enforce strict compliance thereafter with every term and condition hereof.

24.2 The Company may, at its sole discretion, assign its rights and / or delegate its duties under these Terms of Sale. You may not assign your rights or delegate your duties, and any assignment or delegation without our written consent, which we may withhold at our sole discretion, will be void.

24.3 Purchasing ELI tokens from us does not create any form of partnership, joint venture or any other similar relationship between you and us.

24.4 Except as otherwise provided in herein, these Terms of Sale are intended solely for the benefit of you and us and do not confer third-party or beneficiary rights upon any other person or entity.

24.5 Parts of these Terms of Sale will be automatically executed by the Smart Contract. In the event of any inconsistency, the Terms of Sale are the original source of the rights and obligations and the Smart Contract serves only for the automatic execution of these Terms of Sale. In a case of conflict between the Terms of Sale and the Smart Contract, the Terms of Sale will prevail.

24.6 We reserve the right to make changes, amendments, supplementations or modifications to these Terms of Sale and all terms incorporated herein by reference at any time in our sole discretion and for any reason. We suggest that you review these Terms of Sale periodically for changes. If we make changes to these Terms of Sale, we will provide you with notice of such changes, such as by either sending an email, providing notice on the Website or by posting the amended Terms of Sale on the Website and updating the date at the top of these Terms of Sale. The amended Terms of Sale will be deemed effective immediately upon posting for any new Purchasers for participating in the Token Sale and purchasing ELI tokens. In all other cases, the amended Terms of Sale will become effective for pre-existing Purchasers upon the earlier of either: (i) the date Purchaser receives the notice on the Website or by email, or (ii) continued participation in the Token Sale 15 days after we published notice of such changes. Any amended Terms of Sale will apply prospectively to the Token Sale after such changes become effective.

24.7 The notice of change of these Terms of Sale and all terms incorporated herein by reference is considered as notice of termination of all rights and obligations between you and us derived from these Terms of Sale, if you do not accept the amended Terms of Sale or all terms incorporated herein by reference. If you do not agree to any amended Terms of Sale or terms incorporated herein by reference and you communicate your disagreement to us, the agreement between you and us is terminated by expiry of the 15 day period which starts after (i) we provide you a notice of change of these Terms of Sale or terms incorporated herein by reference or we publish a notice of such change and (ii) you have communicated your rejection of the changes. If you do not inform us of your rejection within the 15 day period after we provide you a notice of change of these Terms of Sale or terms incorporated herein by reference or we publish a notice of such change, you will be taken to have agreed to the changed Terms of Sale or terms incorporated herein by reference.

24.8 These Terms of Sale are not boilerplate. If you disagree with any of them, believe that any should not apply to you, or wish to negotiate these Terms of Sale or terms incorporated herein by reference, please contact us and immediately navigate away from the Website. Do not use the Website or other related services and participate in Token Sale or purchase ELI tokens until you and Eligma have agreed upon new terms of sale.

24.9 The rights and remedies conferred on us by, or pursuant to, these Terms of Sale are cumulative and are in addition, and without prejudice, to all other rights and remedies otherwise available to the Company at law.



## **SCHEDULE 1**

### **INTENDED FUNCTIONALITY OF ELI TOKENS ON THE ELIGMA PLATFORM**

We have designed our ELI token as a true utility token that will enable the use of some of the platform functions and act as a value holder in our loyalty programs. For these reasons, we are trying to distribute tokens to as broad a community as possible, as it will enable a healthy economy to develop on our platform.

Token use can be divided into two categories:

#### **PLATFORM FEATURE USE**

- *Product hunt*  
When a user orders a product hunt, a certain balance of his ELI tokens will be locked. If Eligma discovers a product that fulfils the user's requirements, tokens will be released to Eligma.
- *Second-hand listings*  
Users will have the option to push an item in their inventory to the second-hand online stores connected to our platform. They will have to use ELI tokens for this.
- *Escrow fees*  
When a seller creates a listing and selects Escrow service as an additional safety feature to complete the sale, he will be required to use ELI tokens for the service.
- *Decentralized Item Sale*  
When a seller and a Purchaser decide to complete the item sale in a decentralized way, they will have to use a certain amount of ELI tokens for the Smart Contract as a motivation to successfully fulfil contract obligations.
- *Advertising*  
ELI tokens will be used for advertisement space on the platform.
- *Other Eligma solutions*  
ELI tokens will be used for other Eligma solutions in both the offline and online worlds. The first such solutions will be the POS systems and the marketplace for our partner company BTC.

#### **LOYALTY PROGRAM**

##### **Merchant to user**

- *Every purchase is rewarded*  
When customers purchase items, merchants can give away ELI tokens as a "cashback" reward. This option is possible for either online or offline purchases.
- *Backtrack rewarding*  
As the Eligma system is already gathering information about users' purchases, merchants will be able to decide if they want to reward everyone who bought a certain item from them in the past.
- *Product rewards*  
Merchants can announce that every purchase of an item during a certain time period will result in an ELI token reward for the customer.

##### **Eligma to user**

- *Purchases on the Eligma platform*  
Eligma will award ELI tokens for purchases through the platform.
- *Adding items to the inventory*  
Users will be rewarded with ELI tokens for manually adding items to their inventory.

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- *Uploading receipts*  
Users will be rewarded with ELI tokens when they upload receipts through Eligma's mobile app or the platform itself.
- *Registering on the Eligma platform*  
Users will receive a welcome reward in ELI tokens for registering on the platform.
- *Detailed profile information*  
When users add additional information, Eligma will reward them with additional ELI tokens. A simple interface will guide users through the profile expansion process.
- *Referrals*  
Referral rewards will be awarded for referring new users to the platform. For each rewarded action that a friend carries out, the user who referred him will get an additional reward.
- *User's online store referral*  
When a user referral results in a connection of an online store with the platform and this online store makes its first sale through Eligma, the user is rewarded with ELI tokens.

## **User actions rewarding other users**

- *Wishlists resulting in sales*  
When a wishlist created by a user results in a direct sale, the user who created and publicly published the wishlist will be rewarded with ELI tokens.
- *Social media actions*  
When a social media share or a post results in a direct sale, the user who created the post will be rewarded with ELI tokens.

Please note that the above stated options do not constitute a complete list. Over time, merchants and creators of the Eligma platform will be able to find new and innovative ways of using ELI tokens.

Using smart contracts, we will establish a function that will release a fixed amount of ELI tokens daily, which will be distributed through the Eligma reward plans. Rewards will be adjusted to correspond to the distributed percentage.

## POSSIBILITY OF CHANGE TO THE FUNCTIONALITY OF ELI

PLEASE NOTE THAT WE ARE IN THE PROCESS OF UNDERTAKING A LEGAL AND REGULATORY ANALYSIS OF THE FUNCTIONALITY OF ELI TOKENS. FOLLOWING THE CONCLUSION OF THIS ANALYSIS, WE MAY UNILATERALLY DECIDE TO AMEND THE INTENDED FUNCTIONALITY OF ELI TOKENS IN ORDER TO ENSURE COMPLIANCE WITH ANY LEGAL OR REGULATORY REQUIREMENTS TO WHICH WE ARE SUBJECT. WE WILL PUBLISH A NOTICE ON THE COMPANY'S WEBSITE OF ANY CHANGES THAT WE DECIDE TO MAKE TO THE FUNCTIONALITY OF ELI TOKENS AND IT IS YOUR RESPONSIBILITY TO REGULARLY CHECK THE COMPANY'S WEBSITE FOR ANY SUCH NOTICES. FOLLOWING THE CONCLUSION OF THIS ANALYSIS, WE WILL DECIDE WHETHER OR NOT TO CHANGE THE FUNCTIONALITY OF ELI TOKENS.



## SCHEDULE 2 ELI TOKEN SALE

ELI token (symbol: ELI) is an Ethereum utility token that will conform to the ERC-20 standard. It will be controlled by a Smart Contract and deployed on Ethereum blockchain. ELI tokens will initially be available in exchange for Ether (ETH) purchases during the Token Sale.

### MAIN TOKEN DETAILS:

- Symbol: **ELI**
- Role of ELI token: **Utility**
- Blockchain: **Ethereum**
- Token standard: **ERC-20**
- Total ELI token supply (100%): **500,000,000 ELI**
- Total ELI token supply for sale (60%): **300,000,000 ELI**
- ELI decimals: **18**
- Initial ELI token price: **0.1 US Dollars**

In total, 500 million non-minable ELI tokens will be generated on Token Generation Event (TGE) during the Token Sale. This is a total number of ELI tokens in existence and Eligma will never issue additional tokens.

### TOKEN SALE STAGES:

- Private Pre-sale Stage
- Public Pre-sale Stage
- Public Crowdsale Stage

### PURCHASERS:

Every Purchaser is welcome to participate in any phase of the public sale, while the private phase is reserved for early supporters. The Purchasers must be approved through our KYC Procedure. The KYC Procedure will be conducted through the following link: <https://kyc.eligma.io> (or other link provided by the Company).

Purchasers will not send ETH directly from online exchanges. All Purchasers must send ETH from their Ethereum wallets.

### PRESALE STAGE DETAILS:

- Pre-Sale dates: 20 March 2018 (12:00 UTC) – 10 April 2018 (11:00 UTC) or until targeted sum is reached.
- Bonus: 15% of additional ELI tokens.
- Target sum of proceeds: 16 million US Dollars / 21,300 ETH
- Target amount of distributed ELI tokens: 216 million ELI
- Minimum amount: 0.1 ETH
- Maximum amount: 80 ETH
- Any unsold tokens are transferred to the next stage.

### PUBLIC CROWDSALE:

- Dates: 17 April 2018 (11:00 UTC) – 8 May 2018 (11:00 UTC) or until the hard cap is reached.
- Bonus: 8% of additional ELI tokens for the first 20 million ELI tokens, 6% for the second 20 million ELI tokens, 4% for the third 20 million ELI tokens, 2% for the fourth 20 million ELI tokens and 0% for the remaining ELI tokens.
- Target sum of proceeds: 8 million US Dollars or until final hard cap is reached.
- Target amount of distributed ELI tokens: 84 million ELI + possible unsold tokens from the Pre-Sale Stage.
- Minimum amount: 0.1 ETH.
- Maximum amount for the first three hours (11:00 UTC – 14:00 UTC) will be 10 ETH; after that the amount is unlimited.
- Unsold tokens are transferred to a fund dedicated to reward Eligma platform users.

Transactions in ETH received after the individual phase targeted sum or hard cap has been reached will be bounced or returned to the sending Ethereum address, reduced for the transactional costs (gas).



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The minimum target (soft cap) for the Crowdsale Stage is set to the ETH equivalent of 3 million US Dollars. If transfers through all phases collectively do not reach the minimum target, Eligma will not be able to access these funds and all Purchasers will receive a refund to their Ethereum addresses.

The maximum target (hard cap) is set to the 34,180 (thirty-four thousand one hundred eighty) ETH, based on estimations of what funds are needed to accomplish defined goals. Eligma believes that any project should ask only for the amount needed to reach the goals, therefore it does not support uncapped token crowdsales.

The exact amount of ELI tokens received in exchange will be calculated and determined in accordance with the fixed ETH exchange rate at 800 US Dollars per one (1) ETH. This value will remain valid for the entire time of the Token Sale. Therefore, the hard cap is only an approximation that can vary due to the fact that unsold tokens in the Pre-Sale Phase are transferred to the Crowdsale Stage with a different bonus.

The Smart Contract will generate ELI tokens immediately upon receiving ETH at its address. Once the Crowdsale Stage reaches its hard cap or closes on 8 May 2018 at 11:00 UTC (with the hard cap not yet reached), the ELI tokens will be distributed to the Purchasers and locked (non-transferable) in due time. After successful validation of the crowdsale process, tokens will be unlocked and become transferable.

## **ELI TOKEN DISTRIBUTION:**

Out of 500,000,000 ELI tokens:

- up to 300,000,000 ELI tokens (60%) will be distributed to the Purchasers in the ELI token sale;
- up to 95,000,000 ELI tokens (19%) will be distributed to Eligma team;
- up to 60,000,000 ELI tokens (12%) are intended for rewarding Eligma platform users;
- up to 25,000,000 ELI tokens (5%) will be distributed to the Advisors and
- up to 20,000,000 ELI tokens (4%) are reserved for future partners.

## **ELI TOKEN VESTING PERIODS:**

- Tokens allocated to the team will have a vesting period of 2 years;
- Tokens allocated to the advisors will have a vesting period of 2 years;
- Tokens allocated to the future partners will have a vesting period of 3 years;
- Tokens allocated to the community and user growth will not have a vesting period.



### **SCHEDULE 3 YOUR REPRESENTATIONS AND WARRANTIES**

By making a purchasing ELI tokens and accepting these Terms of Sale, you hereby represent and warrant that:

1. you have read and understood these Terms of Sale (including all the Schedules hereto);
2. you have the necessary authority and consent to accept these Terms of Sale, to enter into a binding agreement with the Company and to perform the obligations set out herein;
3. the acceptance of these Terms of Sale and the entry into a binding agreement with the Company will not result in any breach of, be in conflict with, or constitute a material default under: (i) any provision of the your incorporation or organisational documents (in the case of a corporate entity including, without limitation, any company or partnership); (ii) any provision of any judgment, decree or order imposed on you by any court or governmental or regulatory authority; and / or (iii) any material agreement, obligation, duty or commitment to which the you are a party or by which you are bound;
4. you have sufficient understanding of the functionality, usage, storage, transmission mechanisms and intricacies associated with cryptographic tokens (like ETH), token storage facilities (including digital token wallets), blockchain technology and blockchain-based software systems;
5. you have obtained sufficient information about the potential future use and functionality of ELI tokens to make an informed decision to participate in the Token Sale pursuant to these Terms of Sale (please refer to Schedule 1);
6. you understand that ELI tokens confer only a limited potential future expectation to use and interact with the Eligma Platform, and that ELI tokens confer no other rights of any kind with respect to the Company and / or the Eligma Platform, including, but not limited to, any voting, distribution, redemption, liquidation, proprietary (including all forms of intellectual property rights), or other financial or legal rights;
7. if you are an individual (i.e. a natural person), you are at least 18 years of age, you have sufficient legal capacity according to the laws of the country of which in which you reside to accept these Terms of Sale and to enter into a binding agreement with us on the terms set out herein;
8. if you are purchasing ELI tokens as a corporate entity including, without limitation, any company or partnership (or other type of legal entity that is not a natural person), such entity is duly incorporated, registered and validly existing under the applicable laws of the jurisdiction in which the entity is established;
9. you are not purchasing ELI tokens for or on behalf of an entity or person;
10. you will fully comply with the KYC Procedure as described in Section 6, and the procedures of ELI Token Sale as described in Section 7 and Schedule 2 and provide us with any true, exact and current information and data we request from you.
11. you are purchasing ELI tokens to potentially use and interact with the Eligma Platform at a future point in time. You are not making a transaction under these Terms of Sale for any other uses or purposes, including, but not limited to, any investment, speculative or other financial purposes;
12. any transfer to be made by you for the purchase of ELI token is not derived from or related to any unlawful activities, including but not limited to money laundering or terrorist financing activities and you allow us to conduct appropriate anti-money laundering checks and you understand and accept that we may at any time reject any purchase on the basis of simple suspicion that the funds for purchase derive from illegal acts or that anti-money laundering regulation has not been complied with, without any explanation;
13. you will not use ELI tokens to finance, engage in, or otherwise support any unlawful activities or in any other manner inconsistent with these Terms of Sale;
14. you will use ELI tokens as intended on the Eligma Platform;

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15. amounts in ETH will be transferred to the Company from an ERC-20 compliant wallet and / or address that: (i) is registered in your name and under your sole control or registered in the name and under the sole control of a person who is duly authorised by you to make a purchase on your behalf; and (ii) is not located in or is not registered in the name of a person located in or resident of any country or territory of Restricted Areas;

16. purchasing ELI token under these Terms of Sale is not unlawful or prohibited under the laws of your jurisdiction or under the laws of any other jurisdiction to which you may be subject and any purchase will be made in full compliance with applicable laws (including, but not limited to, any tax obligations to which you may be subject in any relevant jurisdiction);

17. you are not a citizen or resident of, or domiciled in, Restricted Areas or making a purchase of ELI tokens from a location in Restricted Areas, nor are you an entity (including, but not limited to, any company or partnership) incorporated, established or registered in or under the laws of Restricted Areas, nor are you purchasing ELI tokens for or on behalf of any such person or entity; and you will not transfer any ELI tokens to Restricted Areas;

18. you are not the subject of any sanctions administered or enforced by any country, government or international authority nor are you resident or established (in the case of a corporate entity) in a country or territory that is the subject of a country-wide or territory-wide sanction imposed by any country or government or international authority;

19. you will comply with any applicable tax obligations in your jurisdiction arising from your acquisition, storage, sale or transfer of ELI tokens;

20. you will provide us with details of an Ethereum wallet that supports the ERC-20 token standard (i.e. technically supports the receipt, storage, holding and transfer of tokens such as ELI tokens);

21. you engage or expect to engage in a meaningful number of cryptocurrency or other transactions (such as e-commerce transactions) involving token exchanges or traditional financial institutions, and you understand and accept the risks of participating in token sales relating to early stage blockchain start-up businesses and acknowledge that these risks are substantial. You further warrant and represent that your purchase does not represent a meaningful or substantial proportion of your wealth or net worth, and that you are willing to accept the risk of loss associated with the purchase made under these Terms of Sale;

22. you understand that ELI tokens are solely rights to access and use services and products on the Eligma Platform, and do not have any attribute that provides the holder with equity, creditor or similar rights. ELI tokens should not be considered investments of any type, including but not limited to, any form of currency or security, and you should not expect profits of any type from acquiring ELI tokens nor acquire ELI tokens for any type of investment purpose;

23. you acknowledge you fully understand the contents of the Project Documentation provided by Eligma and you are participating in the Token Sale in full acceptance of the risk of the failure of the Eligma Platform and hence the inability to use ELI tokens;

24. you are aware of the risk that even if all or parts of the Eligma Platform are successfully developed and released in full or in parts, due to a lack of public interest, the Eligma Platform could be fully or partially abandoned, remain commercially unsuccessful or be shut down for lack of interest, regulatory or other reasons. You therefore understand and accept that the transfer of ETH to an Eligma Wallet, the creation of ELI tokens by the Smart Contract and / or and the acceptance of ELI tokens carry significant financial, regulatory and / or reputational risks, including the complete loss of value of created ELI tokens, if any, and associated features of the Eligma Platform;

25. you have carefully reviewed the code of the Smart Contract located on the Ethereum blockchain and fully understand and accept the functions as further described in the Project Documentation;

26. you are making a purchase of ELI tokens primarily to secure an early right to use the Eligma Platform and in doing so support the development, testing, deployment and operation of Eligma Platform, being aware of the risks associated with it (as further described in Schedule 4 to these Terms), and are not purchasing ELI tokens for any speculative, investment or other financial purposes;

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27. you have the knowledge, expertise, and experience in financial matters to evaluate the risks of purchasing ELI tokens and / or you have consulted your legal, financial, tax or other professional advisor(s);
28. you can bear the risk of loss of your entire ELI token acquisition;
29. you will waive the right to participate in a class action lawsuit against Eligma, its founders and team members or any entity or individual involved in the Eligma project;
30. you understand that you do not have any right against Eligma, its founders and team members or any other party to any refund of your purchase of ELI tokens during the Token Sale;
31. you understand that you bear the sole responsibility to determine if your purchase and acquisition of ELI tokens, use of ELI tokens and the potential appreciation or depreciation in the value of ELI tokens over time, the sale and purchase of ELI tokens and / or any other action or transaction related to ELI tokens, Eligma or the Eligma Platform have tax implications for you;
32. all of the above representations and warranties are true, complete, accurate and not misleading from the time of your acceptance of possession of these Terms of Sale.

## SCHEDULE 4 RISK FACTORS

By purchasing, selling, holding, owning, and using ELI tokens and participating in the ELI Token Sale, you expressly acknowledge and assume the following risks:

**1. Risk of software weaknesses:** because ELI tokens, the Smart Contract and the Eligma Platform are based on the Ethereum protocol, any malfunction, breakdown or abandonment of the Ethereum protocol may have a material adverse effect on ELI tokens, the Smart Contract and / or the Eligma Platform. Moreover, advances in cryptography, or technical advances such as the development of quantum computing, could present risks to the ELI tokens (including the utility of ELI tokens for obtaining services on the Eligma Platform), the Smart Contract and / or the Eligma Platform, by rendering ineffective the cryptographic consensus mechanism that underpins the Ethereum protocol. The Smart Contract concept, the underlying software application and software platform (i.e. the Ethereum blockchain) is still in an early development stage and is unproven. There is no warranty or assurance that the process for creating ELI tokens will be uninterrupted or error-free and there is an inherent risk that the software could contain defects, weaknesses, vulnerabilities, viruses or bugs causing, inter alia, the complete loss of ETH and / or ELI tokens.

**2. Regulatory risk:** blockchain technology allows new forms of interaction and it is possible that certain jurisdictions will apply existing regulations, or introduce new regulations, addressing blockchain technology based applications, which may be contrary to the current setup of the Smart Contract and which may, inter alia, result in substantial modifications to the Smart Contract and / or the Eligma Platform, including its termination and the loss of ELI tokens. Additionally, the regulation of the proposed activities of the Eligma Platform is currently uncertain. It is not known what regulatory framework the proposed Eligma Platform and associated activities will be subject to, the nature and obligations that will be imposed to comply with any such regulatory framework or when / if the Company will be able to apply to be regulated, or successfully obtain the necessary licences so that it may lawfully carry out its proposed business activities.

**3. Risks associated with uncertain regulations and enforcement actions:** the regulatory status of ELI tokens and distributed ledger technology is unclear or unsettled in many jurisdictions. It is difficult to predict how or whether regulatory authorities may apply existing regulation with respect to such technology and its applications, including specifically (but without limitation to) the Eligma Platform and ELI tokens. It is likewise difficult to predict how or whether any legislative or regulatory authorities may implement changes to law and regulation affecting distributed ledger technology and its applications, including specifically (but without limitation to) the Eligma Platform and ELI tokens. Regulatory actions could negatively impact the Eligma Platform and ELI tokens in various ways, including, for purposes of illustration only, through a determination that ELI tokens are a regulated financial instrument that requires registration or licensing, despite our professional view that this is not the case. The Company may cease operations in a jurisdiction in the event that regulatory actions, or changes to law or regulation, make it illegal to operate in such jurisdiction, or commercially undesirable to obtain the necessary regulatory approval(s) to operate in such jurisdiction.

**4. Risk of abandonment / lack of success:** the creation and issue of ELI tokens and the development of the Eligma Platform may be abandoned for a number of reasons, including lack of interest from the public, lack of funding, and lack of commercial success or prospects (e.g. caused by competing projects). There is no assurance that, even if any such Eligma Platform is partially or fully developed and launched, you will receive any benefits through ELI tokens that you hold.

**5. Risks associated with markets for ELI tokens:** the Company may choose not to enable or otherwise facilitate any secondary speculative trading or any such external valuation of ELI tokens. This may restrict the contemplated avenues for using ELI tokens to the token functionality described in Schedule 1 to these Terms of Sale and could therefore create an illiquidity risk with respect to any ELI tokens you own. Even if secondary trading of ELI tokens is facilitated by third-party exchanges, such exchanges may be relatively new and subject to little or no regulatory oversight, making them more susceptible to fraud or manipulation. Furthermore, to the extent that any third party ascribes an external exchange value to ELI tokens (e.g. as denominated in a crypto or fiat currency), such value may be extremely volatile and may diminish to zero.

**6. Risk of losing access to tokens as a result of loss of private key(s), custodial error or your error:** ELI tokens can only be accessed by using an ERC-20 compliant wallet with a combination of your account information (address), private key and password. The private key is encrypted with a password. You acknowledge, understand and accept that if your private key or password is lost or stolen, the obtained ELI

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tokens associated with your ERC-20 compliant wallet may be unrecoverable and permanently lost. Additionally, any third party that gains access to your private key, including by gaining access to the login credentials relating to your ERC-20 compliant wallet, may be able to misappropriate your ELI tokens. Any errors or malfunctions caused by or otherwise related to the digital wallet or vault you choose to receive and store ELI tokens, including your own failure to properly maintain or use such digital wallet or vault, may also result in the loss of your ELI tokens.

**7. Risk of theft:** the Smart Contract concept, the underlying software application and software platform (i.e. the Ethereum blockchain) may be exposed to attacks by hackers or other individuals including, but not limited to, malware attacks, denial of service attacks, consensus-based attacks, Sybil attacks, smurfing and spoofing. Any such successful attacks could result in theft or loss of ETH or ELI tokens, adversely impacting the ability to develop the Eligma Platform and derive any usage or functionality from ELI tokens.

**8. Risk of Ethereum mining attacks:** as with other cryptocurrencies, the blockchain used for the Smart Contract is susceptible to mining attacks, including but not limited to double-spend attacks, majority mining power attacks, “selfishmining” attacks, and rare condition attacks. Any successful attacks present a risk to the Smart Contract, the expected proper execution and sequencing of token transactions, and the expected proper execution and sequencing of contract computations. You understand and accept that the network of miners will ultimately be in control of the delivery of the ELI tokens via the Smart Contract, and that a majority of miners could agree at any point to make changes, updates, modifications to, or effect a deletion or destruction of the Smart Contract, and that such a scenario could lead to the ELI tokens losing intrinsic value and / or functionality.

**9. Risk of incompatible wallet service:** the wallet or wallet service provider used to receive ELI tokens must conform to the ERC-20 token standard in order to be technically compatible with ELI tokens. The failure to ensure such conformity may have the result that you will not gain access to your ELI tokens.

**10. Risk of hard-fork:** the Eligma Platform will need to go through substantial development works as part of which it may become the subject of significant conceptual, technical and commercial changes before release. As part of the development, an upgrade to ELI tokens may be required (hard-fork of ELI tokens) and that, if you decide not to participate in such upgrade, you may no longer be able to use your ELI tokens and any non-upgraded ELI tokens may lose their functionality in full.

**11. Risk of uninsured losses:** unlike bank accounts or accounts at some other financial institutions, ELI tokens are uninsured unless you specifically obtain private insurance in respect of them. Thus, in the event of loss or loss of utility value, there is no public insurer or private insurance arranged by us to offer recourse to you.

**12. Risks arising from taxation:** the tax status of ELI tokens is uncertain. You must seek your own tax advice in connection with the acquisition, storage, transfer and use of ELI tokens, which may result in adverse tax consequences to you, including, without limitation, withholding taxes, transfer taxes, value added taxes, income taxes and similar taxes, levies, duties or other charges and tax reporting requirements.

**13. Risk of an unfavourable fluctuation of Ethereum and other currency value:** we intend to use the proceeds received from the Token Sale to fund the development of ELI tokens and the Eligma Platform, to provide services to you when you utilize ELI tokens and various other operating expenses. The transfers received will be denominated in ETH, and may be converted into other cryptographic and fiat currencies. If the value of ETH or other currencies fluctuates unfavourably during or after the Token Sale, we may not be able to fund the development or maintenance of the Eligma Platform in the manner that it is intended.

**14. Risk of dissolution of the Company or network:** it is possible that, due to any number of reasons, including, but not limited to, an unfavourable fluctuation in the value of ETH (or other cryptographic and fiat currencies), a decrease in ELI tokens’ utility as a result of a negative adoption of the Eligma Platform, the failure of commercial relationships, or intellectual property ownership challenges, the Eligma Platform may no longer be viable to operate and the Company may not be able to continue the development of the Eligma Platform and may dissolve.

**15. Risks arising from lack of governance rights:** because ELI tokens confer no governance rights of any kind with respect to the Eligma Platform or the Company, all decisions involving the Company (including to sell or liquidate the Company) will be made by us acting in our sole and absolute discretion, and all decisions involving the Eligma Platform including, but not limited to, decisions to discontinue the Eligma Platform, to

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create and issue more ELI tokens, will be made by us. These decisions could adversely affect the Eligma Platform and / or ELI tokens you may hold.

**16. Risks arising from the market in which the Eligma Platform operates:** the retail market, and by extension the Eligma Platform, is subject to a variety domestic and international laws and regulations, including those with respect to consumer protection, competition, anti-money laundering and customer due diligence procedures, privacy and data protection, data security, and others. These laws and regulations, and the interpretation or application of these laws and regulations, could change. In addition, new laws or regulations affecting the Eligma Platform could be enacted, which could impact the utility of ELI tokens in the Eligma Platform. Additionally, Eligma Platform users are subject to or may be adversely affected by industry specific laws and regulations or licensing requirements. The Eligma Platform and the ELI tokens (including their ability to obtain or provide services within the Eligma Platform) could be adversely affected if any of the parties fails to comply with any of these licensing requirements or other applicable laws or regulations, or if such laws and regulations or licensing requirements become more stringent or are otherwise expanded.

**17. Risks associated with the development and maintenance of the Eligma Platform:** the Eligma Platform is still under development and may undergo significant changes over time. Although we intend for the ELI tokens and Eligma Platform to function as described in Schedule 1 to these Terms of Sale, and intend to take commercially reasonable steps towards those ends, we may have to make changes to the specifications of the ELI tokens or the Eligma Platform for any number of legitimate reasons. Moreover, we may not be able to retain full and effective control over how other participants will use the Eligma Platform, what products or services will be offered through the Eligma Platform by third parties, or how third-party products and services will utilize ELI tokens (if at all). This could create the risk that the ELI tokens or the Eligma Platform, as further developed and maintained, may not meet your expectations at the time of purchase. Furthermore, despite our good faith efforts to develop and participate in the Eligma Platform, it is still possible that the Eligma Platform will experience malfunctions or otherwise fail to be adequately developed or maintained, which may negatively affect the Eligma Platform and ELI tokens, and the potential utility of the ELI tokens, including the utility of the ELI tokens for obtaining services and / or offering rewards and / or being used in the manner intended at the time of the Token Sale.

**18. Risk of Competing Platforms:** It is possible that alternative platforms could be established that use the same open source code and protocol underlying the Eligma Platform and attempt to facilitate services that are materially similar to the services offered by or within the Eligma Platform. The Eligma Platform may compete with these alternatives, which could negatively affect the Eligma Platform and ELI tokens, including the utility of the ELI tokens for obtaining services offered by or within the Eligma Platform.

**19. Unanticipated Risks:** cryptographic tokens such as ELI tokens are a new and untested technology. In addition to the risks set out in this Schedule 4 to these Terms of Sale, there are other risks associated with your acquisition, storage, transfer and use of ELI tokens, including those that the Company may not be able to anticipate. Such risks may further materialize as unanticipated variations or combinations of the risks set out in this Schedule 4 to these Terms of Sale.