

DRAGONGLASS TOKEN PURCHASE AGREEMENT

TERMS OF SALE

IF YOU ARE A UNITED STATES CITIZEN OR PERMANENT RESIDENT OF THE UNITED STATES, OR YOU ARE ON THE TERRITORY OF THE UNITED STATES OR ANY OTHER POSSESSION OF THE UNITED STATES AT THE TIME OF PURCHASE OF TOKENS, OR YOU HAVE A PRIMARY RESIDENCE OR DOMICILE IN THE UNITED STATES, INCLUDING PUERTO RICO, THE U.S. VIRGIN ISLANDS, ANY OTHER POSSESSION OF THE UNITED STATES, OR YOU ARE A CITIZEN OF ANY OTHER JURISDICTION WHERE THE ISSUE OF THE TOKENS WILL BE ILLEGAL OR SUBJECT TO ANY REQUIREMENT FOR REGISTRATION, LICENSING OR LOCK-UP, YOU ARE NOT ELIGIBLE TO PURCHASE TOKENS.

Your purchase of Dragonglass Tokens (hereinafter “**Tokens**”) from Dragonglass OÜ, an Estonian private limited company, or its affiliates (such selling entity, the “**Company**,” “**we**,” or “**us**”) is subject to these terms of sale (“**Terms**”). Each of you and the Company is a “**Party**” and, together, the “**Parties**.”

By purchasing Tokens from us you will be bound by these Terms and any terms incorporated by reference. If you have any questions regarding these Terms, please contact us at support@dragonglass.com.

You and the Company agree as follows:

1. General.

The Company intends to sell a total of up to 1,111,111,111 Tokens (the “**Total Sale Supply**”) during the Token Generation Event (“**TGE**”) that starts with the sale of the first Token and ends with the sale of the last Token from the Total Sale Supply.

2. Eligibility.

- a. In order to be eligible to purchase Tokens you will have to log into <https://tge.dragonglass.com> (the “**Token Sale Portal**”) and provide us with your user credentials, including email address, legal name (full name or company name), nationality/country and Ethereum wallet (public) address. You must (i) have a wallet capable of storing Ethereum tokens (ERC-20 standard) in order to receive any Tokens you purchase from us and (ii) provide us with the public address of such wallet (the “**Token Receipt Address**”).
- b. We reserve the right to prescribe additional guidance regarding specific wallet requirements. We are not responsible for any delays, losses, costs, non-delivery of refunds or of Tokens, or other issues arising from the failure to provide a, or providing an inaccurate or incomplete, refund address or Token Receipt Address.

- c. If you are a United States citizen or permanent resident of the United States, or you are on the territory of the United States or any other possession of the United States at the time of purchase of Tokens, or you have a primary residence or domicile in the United States, including Puerto Rico, the U.S. Virgin Islands, any other possession of the United States, or any other jurisdiction where the issue of the Tokens will be illegal or subject to any requirement for registration, licensing or lock-up, you are not eligible to purchase any Tokens.

3. Purchase and Sale of Tokens.

- a. Payment Currencies. You must pay for Tokens in Ethereum currency (Ether, ticker:ETH, hereinafter the “**Payment Currency**”). We reserve the right, in our sole discretion, to: (i) modify any of the procedures described herein including, but not limited to, adding additional currencies and crypto currencies to be used as a Payment Currency, removing a currency or a crypto currency as a Payment Currency, and introducing alternative methods of payment including but not limited to wire transfer and credit card payments, as we may notify from time to time on the Token Sale Portal; and (ii) modify these Terms accordingly. The value of each individual payment you make must equal or exceed 0,05 ETH (hereinafter the “**Minimum Threshold**”). A payment which does not meet the Minimum Threshold will be automatically rejected by Dragonglass TGE smart contracts.
- b. Purchase Procedure. You can make your payment by sending your desired quantity of your Payment Currency. You can make more than one payment in Payment Currency as described in Section 3(a) above. For each separate payment, the number of Tokens corresponding to each such payment (the “**Purchased Tokens**”) is calculated as follows:

$$PT = ETH * 0,000027$$

Where:

“**PT**” is your Purchased Tokens;

“**ETH**” is the amount paid in Payment Currency, Ether or equivalent expressed in Ether.

- c. Know Your Customer / Anti-Money Laundering Procedure. In case you plan to make payments for Tokens in a total amount equal to or higher than 20 ETH then we will kindly ask you to and you will have to provide us with your identification information, including but not limited to identity document copies and a recent headshot photo.

4. Purpose and Use of Tokens in the Ecosystem.

- a. The purpose of the Tokens is to facilitate the gamified mining experience (the “**Service**”) within Dragonglass ecosystem, consisting of but not limited to

Dragonglass application and Dragonglass Miner game (the “**Ecosystem**”). Additional information regarding the Ecosystem and the Service is described in the Whitepaper available at <https://dragonglass.com/...> (the “**Whitepaper**”). Information contained in the Whitepaper and on <https://dragonglass.com> is of a descriptive nature only, and does not, unless explicitly incorporated herein, form part of these Terms.

- b. We are not responsible or liable for the Ecosystem or any third-party uses of the Tokens and the Ecosystem.
- c. Purchase, ownership, receipt, or possession of the Tokens carries no rights, express or implied, other than the right to use Tokens as a means to enable usage of and interaction with the Service enabled by the Ecosystem, if successfully completed and deployed. In particular, you understand and accept that Tokens do not represent or confer any ownership right or stake, share, security, or equivalent rights, or any right to receive future revenue or profit shares, intellectual property rights or any other form of participation in or relating to the Ecosystem and/or the Company and its corporate affiliates, other than any rights relating to the provision and receipt of Service in the Ecosystem. The Tokens are not intended to be a digital currency, security, commodity, or any kind of financial instrument.

5. Possible Migration of Tokens.

- a. The Tokens are being created as tokens on the Ethereum blockchain. We reserve the right to migrate the Tokens (the “**Pre-existing Tokens**”) to another protocol and to generate replacement Tokens on the new protocol (the “**Replacement Tokens**”) in the future, should we determine, in our sole discretion, that doing so is necessary or useful to the operation of the Ecosystem.
- b. While we have developed the Ecosystem, we are not responsible or liable for the Ecosystem or any third-party uses of the Tokens or the Ecosystem. We will not have control over how other participants use the Ecosystem and it is possible that the Ecosystem could evolve over time in ways which diminish the utility of the Tokens. Additionally, we reserve the right to modify features, functionalities or development plans for any products or services that may be made available to the Ecosystem users at our sole and absolute discretion.
- c. Should we decide to migrate the Tokens, we may no longer provide support for the Pre-existing Tokens relating to the Ecosystem, the Service, or any other operational matters, except with respect to the migration process. Although the Company does not at this time anticipate that it will require any Pre-existing Token holders to convert their Pre-existing Tokens to Replacement Tokens, the Company anticipates that there will be significant incentives for Pre-existing Token owners to do so, since the practical utility of Pre-existing Tokens will likely diminish rapidly once the Replacement Tokens are created and in use by a significant portion of the Ecosystem participants. Accordingly, by accepting these Terms, you acknowledge and agree that in order for you to continue to participate in the Ecosystem or obtain utility from the Tokens you may need to

convert the Tokens you purchase under these Terms into Replacement Tokens in the future.

- d. Should we decide to migrate the Tokens, we will notify you via the email address you provided to us at the time of purchase. You are solely responsible for updating us should your contact information change.

6. Scope of Terms.

- a. Unless otherwise stated herein, these Terms only govern your purchase of Tokens from the Company during the Token Generation Event.
- b. Any use of Tokens in connection with providing or receiving Service within the Ecosystem may be governed by other applicable terms and conditions and policies.

7. Cancellation; Refusal of Purchase Requests.

All purchases of Tokens from us under these Terms are final, and there are no refunds, redemptions or cancellations except as set forth herein or as may be required by applicable law or regulation. We reserve the right to refuse or cancel Token purchase requests at any time in our sole discretion.

8. Token Sale and Token Generation.

The Company intends to generate and sell a total of up to 1,111,111,111 Tokens (the “**Total Sale Supply**”) during the Token Generation Event that starts with the sale of the first Token and ends with the sale of the last Token from the Total Sale Supply.

More Tokens may be generated by you and other Token purchasers, as per our Service provided to you and to other Token purchasers. Gamified mining experience service provided by the Company will enable Token purchasers to generate up to 10 (ten) times more Tokens than that of the Total Sale Supply. Token purchasers shall be expected to generate up to 10 (ten) times more Tokens than that of the Total Sale Supply.

9. Acknowledgment and Assumption of Risks.

You acknowledge and agree that there are risks associated with purchasing, owning, and using Tokens for the provision or receipt of the Service within the Ecosystem, as disclosed and explained in [Exhibit A](#). BY PURCHASING TOKENS, YOU EXPRESSLY ACKNOWLEDGE AND ASSUME THESE RISKS.

10. Security.

You are responsible for implementing reasonable measures for securing the wallet, vault, or other storage mechanism you use to receive and hold Tokens purchased from us, 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 Tokens. We are not responsible for any losses, costs, or expenses relating to lost access credentials.

11. Personal Information.

We may determine, in our sole discretion, that it is necessary to obtain certain information about you in order to comply with applicable laws or regulations in connection with selling Tokens to you. You agree to provide us with such information promptly upon request and acknowledge that we may refuse to sell Tokens to you until you provide such requested information and we have determined that it is permissible to sell you Tokens under applicable laws or regulations.

12. Taxes.

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

13. Representations and Warranties.

By sending Payment Currency tokens to purchase Tokens from us, you represent, warrant and covenant that:

- a. You have read and understand these Terms (including all Exhibits);
- b. You and your representatives are and shall at all times be fluent in your understanding of written English and do not need to be provided with any native language translation of these Terms or of any other transaction documents related to these Terms in order to understand, assess or make any decision in respect of the Company, the purchase of Tokens or any related matters or risks;
- c. YOU ACKNOWLEDGE AND AGREE THAT THERE ARE RISKS ASSOCIATED WITH PURCHASING TOKENS, OWNING TOKENS, AND USING TOKENS FOR THE PROVISION OR RECEIPT OF SERVICES IN THE ECOSYSTEM INCLUDING (BUT NOT NECESSARILY LIMITED TO) THE RISKS DESCRIBED IN EXHIBIT A;
- d. You have sufficient understanding of technical and business matters (including those that relate to the Service and the Ecosystem), cryptographic tokens, token storage mechanisms (such as token wallets), and blockchain technology to understand these Terms and to appreciate the risks and implications of purchasing Tokens;
- e. You are a seasoned investor and/or expert and/or technician and/or professional in the fields of blockchain and/or distributed ledger technology and/or crypto-

tokens and/or cryptocurrencies and/or financial markets and are fully aware of the risks associated with the development and use of the Service and the Ecosystem.

- f. You aim to acquire the Tokens primarily for using the designed functions of the Service and the Ecosystem without expectation of any profit or financial yield and do not contemplate the use of Tokens for any financial, speculative, illegal or unethical purpose;
- g. Except where otherwise specifically communicated to and permitted by the Company in advance, you are purchasing Tokens for your own benefit and are not acting as a nominee or agent for or on behalf of any third party;
- h. You understand the restrictions and risks associated with the creation of Tokens as set forth herein, and acknowledge and assume all such risks;
- i. You have obtained sufficient information about the Tokens, the Service and the Ecosystem to make an informed decision to purchase Tokens;
- j. You understand that the Tokens confer only a possibility to use the Service within the Ecosystem, and confer no other rights of any form with respect to the Ecosystem or the Company, including, but not limited to, any ownership, distribution, redemption, liquidation, proprietary (including all forms of intellectual property), or other financial or legal rights;
- k. You are purchasing Tokens solely for the purpose of using the Service, the Ecosystem, being aware of the commercial risks associated with the Company and the Ecosystem. You are not purchasing Tokens for any other purposes, including, but not limited to, any investment, speculative or financial purpose;
- l. Your purchase of Tokens complies with applicable laws and regulations in your jurisdiction, including, but not limited to, (i) legal capacity and any other threshold requirements in your jurisdiction for the purchase of the Tokens and entering into contracts with the Company, (ii) any foreign exchange or regulatory restrictions applicable to such purchase, and (iii) any governmental or other consents that may need to be obtained;
- m. You will comply with any applicable tax obligations in your jurisdiction arising from your purchase of Tokens;
- n. If you are purchasing Tokens on behalf of any entity, you are authorized to accept these Terms on such entity's behalf and that such entity will be responsible for breach of these Terms by you or any other employee or agent of such entity (references to "you" in these Terms refer to you and such entity, jointly);
- o. You are not (i) a United States citizen or permanent resident of the United States, or on the territory of the United States or any other possession of the United

States at the time of purchase of any Tokens, or a person having a primary residence or domicile in the United States, including Puerto Rico, the U.S. Virgin Islands, any other possession of the United States, (ii) a citizen or resident of a geographic area in which access to or use of the Service or the acceptance of delivery of the Tokens is prohibited by applicable law, decree, regulation, treaty, or administrative act, (iii) a citizen or resident of, or located in, a geographic area that is subject to U.S., E.U, or other sovereign country sanctions or embargoes, or (iv) an individual, or an individual employed by or associated with an entity, identified on the U.S. Department of Commerce's Denied Persons or Entity List, the U.S. Department of Treasury's Specially Designated Nationals or Blocked Persons Lists, or the U.S. Department of State's Debarred Parties List;

- p. You agree that if your country of residence or other circumstances change such that the above representations are no longer accurate, you will immediately cease using the Service;
- q. If you are registering to use the Service on behalf of a legal entity, you further represent and warrant that (i) such legal entity is duly organized and validly existing under the applicable laws of the jurisdiction of its organization; and (ii) you are duly authorized by such legal entity to act on its behalf; and (iii) none of the funds being used to purchase the Tokens are, to your knowledge, proceeds obtained or derived directly or indirectly as a result of illegal activities, and the funds being used to purchase the Tokens which will be advanced by you under these Terms will not represent proceeds of crime, money laundering or terrorist financing for the purposes of the Money Laundering and Terrorist Financing Prevention Act of Estonia (*Rahapesu ja terrorismi rahastamise tõkestamise seadus*) or any other law of any relevant jurisdiction regulating the use of proceeds of crime, money laundering or terrorist financing (the "**Act**") and you acknowledge that the Company may in the future be required by law to disclose your name and other information relating to these Terms, on a confidential basis, pursuant to the Act, and to the best of your knowledge, none of the funds to be provided by you to the Company are being tendered on behalf of a person or entity who has not been identified to you; and (iv) you will promptly notify the Company if you discover that any of such representations cease to be true, and will promptly provide the Company with all necessary information in connection therewith; and
- r. You acknowledge that the Company may have made, either in writing or otherwise, forward-looking statements and assumptions regarding future market conditions, operations and results. The words "considers", "intends", "deems", "expects", "anticipates", "plans" and similar expressions indicate some of these forward-looking statements. Other such statements may be identified from the context. You acknowledge and agree that any forward-looking statements made by the Company involve known and unknown risks, uncertainties and other factors which may cause the actual results, performances or achievements of the Company to be materially different from any future results, performances or achievements expressed or implied by such forward-looking statements. Further, such forward-looking statements are based on numerous assumptions regarding the Company's present and future business strategies and the environment in

which the Company will operate in the future. Any forecasts or indications of future results, performances and achievements involve uncertainties and are subject to certain risks, the occurrence of which could cause results to differ materially from those predicted in the forward-looking statements and from past results, performances or achievements. Further, actual events and financial outcomes may differ significantly from what is described in such statements as a result of the materialization of risks and other factors affecting the Company's operations, including those described in Exhibit A to these Terms.

- s. You understand and acknowledge that the Service allows you to mine Tokens - Dragonglass cryptographic tokens. You understand and acknowledge that the Service does not allow you to mine any other cryptocurrencies or cryptographic tokens but the Dragonglass cryptographic tokens. You understand and acknowledge that the Service does not imply the ability of the token holder to mine any other cryptocurrencies or cryptographic tokens but the Dragonglass cryptographic tokens.
- t. I warrant and represent that I am proficient in English and am able to both read and understand the English language and do not need to be provided with any native language translation of this document in order to understand, assess or make any decision in respect of this sale of Tokens, my purchase of Tokens, my account, or any related matters or risks.

ESTONIAN

Ma kinnitan, et valdan inglise keelt, oskan inglise keeles lugeda ning saan sellest aru ega vaja käesoleva dokumendi tõlget oma emakeelde, et aru saada, hinnata ja vastu võtta mistahes otsuseid seoses Token'ite müügiga, minu ostu, konto või mistahes sellega seotud asjaolude või riskidega.

RUSSIAN

Я гарантирую и подтверждаю, что я владею английским языком и понимаю и умею читать на английском языке, и мне не нужно предоставлять какой-либо перевод этого документа на мой родной язык, чтобы понять, оценить или принять какие-либо решения в отношении продажи Tokens, моей покупки, моего счета или в отношении любых связанных с этим обстоятельств или рисков.

CHINESE (SIMPLIFIED)

我保证并表示我精通英语，并且能够阅读和理解英语，并且不需要为本文档提供任何母语翻译，以便了解，评估或作出任何关于这一点的决定出售Tokens，我的购买，我的帐户或任何相关事宜或风险。

Wǒ bǎozhèng bìng biǎoshì wǒ jīngtōng yīngyǔ, bìngqiě nénggòu yuèdú hé lǐjiě yīngyǔ, bìngqiě bù xūyào wéi běn wéndàng tíngōng rènghé mǔyǔ fānyì, yǐbiàn liǎojiě, pínggū huò zuòchū rènghé guānyú zhè yīdiǎn de juédìng chūshòu Tokens, wǒ de gòumǎi, wǒ de zhànghù huò rènghé xiāngguān shìyí huò fēngxiǎn.

JAPANESE

私は、英語に堪能であり、英語を読んで理解することができる」と主張し、これを理解し、評価し、決定するために、この文書の母国語翻訳を提供する必要はありません。Tokensの販売、購入、アカウント、または関連する事項やリスク。

Watashi wa, eigo ni kan'nōdeari, eigo o yonde rikai suru koto ga dekiru to shuchō shi, kore o rikai shi, hyōka shi, kettei suru tame ni, kono bunsho no haha kokugo hon'yaku o teikyō suru hitsuyō wa arimasen Tokens no hanbai, kōnyū, akaunto, matawa kanren suru jikō ya risuku.

KOREAN

bon-in-eun yeong-eoga neungsughamyeo yeong-eoleul ilg-go ihaehal su iss-eumyeoi munjewa gwanlyeonhayeo eotteon gyeoljeong-eul naeligeona pyeong-gahageona gyeoljeonghagi wihaei munseoui mogug-eo beon-yeogbon-eul jegong hal pil-yoga eobs-eum-eul bojeunghabnida. Tokensui panmae, gumae, gyejeong ttoneun gwanlyeon munje ttoneun wiheom.

main vaarantee deta hoon aur pratinidhitv karata hoon ki main angrejee mein praveen hoon aur angrejee bhaasha ko padh aur samajhane mein saksham hoon aur is dastaavej ke baare mein samajhane, moolyaankan ya koe nirnay karane ke lie is dastaavez ke kisee mool bhaasha ke anuvaad ke saath pradaan karane kee aavashyakata nahin hai nyoorotokens, meree khareed, mera khaata, ya kisee bhee sambandhit maamalon ya jokhim kee bikree

UKRANIAN

Я гарантую і заявляю, що володію англійською мовою та вмю як читати, так і розуміти англійську мову, і не потребуйте будь-яких перекладів цього документа на рідну мову, щоб зрозуміти, оцінити чи прийняти рішення стосовно цього продаж Tokens, моєї покупки, мого облікового запису чи будь-яких пов'язаних з ним питань або ризиків.

YA harantuyu i zayavlyayu, shcho volodiyu anhliys'koyu movoyu ta vmiyu yak chytaty, tak i rozumity anhliys'ku movu, i ne potrebuyte bud'-yakykh perekkladiv ts'oho dokumenta na ridnu movu, shchob zrozumity, otsinyty chy pryynyaty rishennya stosovno ts'oho prodazh Tokens, moyeyi pokupky, moho oblikovoho zapysu chy bud'-yakykh pov'yazanykh z nym pytan' abo ryzykiv.

ROMANIAN

Garantez si reprezint faptul ca sunt expert in limba engleza si sunt capabil sa citesc si sa inteleg limba engleza si nu am nevoie de o traducere in limba materna a acestui document pentru a intelege, evalua sau lua orice decizie cu privire la aceasta vânzarea Tokens, achiziția mea, contul meu sau orice chestiuni sau riscuri conexe.

POLISH

Gwarantuję i oświadczam, że jestem biegły w języku angielskim i potrafię zarówno czytać i rozumieć język angielski, jak i nie wymagać tłumaczenia tego dokumentu w języku ojczystym, aby zrozumieć, ocenić lub podjąć jakąkolwiek decyzję w odniesieniu do tego sprzedaż Tokens, mój zakup, moje konto lub wszelkie powiązane sprawy lub ryzyko.

CZECH

Zaručuji a prohlašuji, že jsem zkušený v angličtině a jsem schopen číst a rozumět angličtině a nemusím mít k dispozici žádný rodný překlad tohoto dokumentu, abych pochopil, posoudil nebo rozhodl v souvislosti s tímto prodejem Tokenů, nákup, účet nebo jakékoli související záležitosti nebo rizika.

INDONESIAN

Saya menjamin dan menyatakan bahwa saya mahir dalam bahasa Inggris dan dapat membaca dan memahami bahasa Inggris dan tidak perlu diberikan terjemahan bahasa asli dokumen ini untuk memahami, menilai atau membuat keputusan sehubungan dengan hal ini. penjualan Tokens, pembelian saya, akun saya, atau masalah atau risiko terkait lainnya.

All of the above representations made by you shall be true, complete and not misleading on and from the first date you make a payment hereunder and throughout the Token Sale and thereafter. The Company reserves the right to reject or invalidate the payment by, and withhold the applicable Tokens from, any purchaser who has made a false representation in the sole judgment of the Company.

14. Indemnification.

- a. To the fullest extent permitted by applicable law, you shall 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 (the “**Company Parties**”) from and against all claims, demands, actions, damages, losses, costs and expenses (including attorneys’ fees) that arise from or relate to (i) your purchase or use of the Tokens, (ii) your responsibilities or obligations under these Terms, (iii) your breach of any of your representations, warranties or covenants contained in these Terms, (iv) your violation of these Terms, (v) your violation of applicable laws or regulations, or (vi) your violation of any rights of any other person or entity.
- b. The Company reserves the right to exercise sole control over the defense, at your expense, of any claim subject to indemnification under Section 15(a). 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, or any other remedies available to the Company.

15. Disclaimers.

- a. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW AND EXCEPT AS OTHERWISE SPECIFIED IN A WRITING BY US, (I) THE 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 TOKENS, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON- INFRINGEMENT, (II) WE DO NOT REPRESENT OR WARRANT THAT THE TOKENS ARE RELIABLE, CURRENT OR ERROR-FREE, MEET YOUR REQUIREMENTS, OR THAT DEFECTS IN THE TOKENS WILL BE CORRECTED, AND (III) WE CANNOT AND DO NOT REPRESENT OR WARRANT THAT THE TOKENS OR THE DELIVERY MECHANISM FOR TOKENS ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.
- b. Some jurisdictions do not allow the exclusion of certain warranties or disclaimer of implied terms in contracts with consumers, so some or all of the exclusions of warranties and disclaimers in this Section 16 may not apply to you.

16. Limitation of Liability.

- a. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW (I) IN NO EVENT WILL THE COMPANY OR ANY OF THE COMPANY PARTIES BE LIABLE FOR ANY LOST PROFITS AND/OR 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 TOKENS OR OTHERWISE RELATED TO THESE TERMS, REGARDLESS OF THE FORM OF ACTION, WHETHER BASED IN CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, SIMPLE NEGLIGENCE, WHETHER ACTIVE, PASSIVE OR IMPUTED), OR ANY OTHER LEGAL OR EQUITABLE THEORY (EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE), AND (II) IN NO EVENT WILL THE AGGREGATE LIABILITY OF THE COMPANY AND THE COMPANY 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 OR THE USE OF OR INABILITY TO USE THE TOKENS, EXCEED THE AMOUNT YOU PAY TO US FOR THE TOKENS.
- b. THE LIMITATIONS SET FORTH IN SECTION 17(a) WILL NOT LIMIT OR EXCLUDE LIABILITY FOR FRAUD OR INTENTIONAL OR WILLFUL MISCONDUCT OF THE COMPANY.
- c. Some jurisdictions do not allow the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of the limitations of this Section 17 may not apply to you.

17. Release.

To the fullest extent permitted by applicable law, you release the Company and the other Company 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 participants in the Ecosystem and the acts or omissions of any third parties. You expressly waive any rights you may have under your regional laws as well as any other statute or common law principles that would otherwise limit the coverage of this release to include only those claims which you may know or suspect to exist in your favor at the time of agreeing to this release.

18. Governing Law.

These Terms and any dispute or claim arising out of or in connection with these Terms, its subject matter or formation (including any non-contractual dispute or claim) are governed by and shall be construed in accordance with the laws of the Republic of Estonia, without giving effect to principles of conflicts of law.

19. Enforcement.

Any dispute or claim arising out of or in connection with these Terms, its subject matter or formation, including any non-contractual dispute or claim or any question regarding its existence, validity or termination, shall be referred to and finally resolved by the Arbitration Court of the Estonian Chamber of Commerce and Industry in accordance with the laws of Estonia and the Rules of the Arbitration Court of the Estonian Chamber of Commerce and Industry. The arbitral tribunal shall be composed so that each of the disputing Parties shall have the right to appoint one arbitrator and the arbitrators nominated as described above shall have the right to elect one arbitrator. If a Party fails to nominate an arbitrator within 30 days from being requested to do so or the arbitrator to be elected by the arbitrators nominated by the Parties is not elected within 30 days from the election of the Party nominated arbitrators, the right to nominate such arbitrator(s) shall pass to the Council of the Arbitration Court of the Estonian Chamber of Commerce and Industry. The place of arbitration shall be Tallinn, Estonia. The language of the proceedings shall be English. Any such dispute or claim is personal to you and the Company and will be resolved solely through individual arbitration and will not be brought as a class arbitration, class action or any other type of representative proceeding.

20. Severability.

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

21. Miscellaneous.

These Terms constitute the entire agreement between you and us relating to your purchase of Tokens from us. You shall not assign your rights and obligations under these Terms, and no such assignment by you will be binding on the Company without the Company's express written consent. We may assign our rights and obligations under these Terms. Our failure to exercise or enforce any right or provision of these Terms will not operate as a waiver of such right or provision. We will not be liable for any delay or failure to perform any obligation under these Terms where the delay or failure results from any cause beyond our reasonable control. Purchasing Tokens from us does not create any form of partnership, joint venture, or any other similar relationship between you and us. Except as otherwise provided herein, these Terms are intended solely for the benefit of you and us and are not intended to confer third-party beneficiary rights upon any other person or entity. You agree and acknowledge that all agreements, notices, disclosures, and other communications that we provide to you, including these Terms, will be provided in electronic form.

EXHIBIT A

Certain Risks Relating to Purchase, Sale, and Use of Tokens

Important Note: As noted elsewhere in these Terms, the Tokens are not being structured or sold as securities or any other form of investment product. This is not an investment contract. Accordingly, none of the information presented in this Exhibit A is intended to form the basis for any investment decision, and no specific recommendations are intended. The Company expressly disclaims any and all responsibility for any direct or consequential loss or damage of any kind whatsoever arising directly or indirectly from: (i) reliance on any information contained in this Exhibit A, (ii) any error, omission or inaccuracy in any such information or (iii) any action resulting from such information.

By purchasing, owning, and/or using Tokens, you expressly acknowledge and assume the following risks:

1. Risk of Losing Access to Tokens Due to Loss of Private Key(s), Custodial Error or your Error

A private key, or a combination of private keys, is necessary to control and dispose of Tokens stored in your digital wallet or vault. Accordingly, loss of requisite private key(s) associated with your digital wallet or vault storing Tokens will result in loss of such Tokens. Moreover, any third party that gains access to such private key(s), including by gaining access to login credentials of a hosted wallet service you use, may be able to misappropriate your Tokens. Any errors or malfunctions caused by or otherwise related to the digital wallet or vault you choose to receive and store Tokens, including your own failure to properly maintain or use such digital wallet or vault, may also result in the loss of your Tokens. Additionally, your failure to precisely follow the procedures set forth in the Terms for buying and receiving Tokens, including, for instance, if you provide an incorrect Token Receipt Address, or provide an address that is not ERC-20 compatible, may result in the loss of your Tokens. Any loss of private keys relating to digital wallets

used to store blockchain assets could have an adverse effect on you, the Tokens, and the Company.

2. Risks Associated with the Ethereum Protocol

Because Tokens and the Ecosystem are based on the Ethereum protocol, any malfunction, breakdown or abandonment of the Ethereum protocol may have a material adverse effect on the Ecosystem or Tokens. Moreover, advances in cryptography, or technical advances such as the development of quantum computing, could present risks to the Tokens and the Ecosystem, including the utility of the Tokens for obtaining Service, by rendering ineffective the cryptographic consensus mechanism that underpins the Ethereum protocol.

3. Risk of Mining Attacks

As with other decentralized cryptographic tokens based on the Ethereum protocol, the Tokens are susceptible to attacks by miners in the course of validating Token transactions on the Ethereum blockchain, including, but not limited to, double-spend attacks, majority mining power attacks, and selfish-mining attacks. Any successful attacks present a risk to the Ecosystem and the Tokens, including, but not limited to, accurate execution and recording of transactions involving Tokens. Mining attacks may also target other blockchain networks with which the Tokens interact, which may consequently significantly impact the Tokens.

4. Risk of Hacking and Security Weaknesses; Theft of Tokens

Hackers or other malicious groups or organizations may attempt to interfere with the Ecosystem or the Tokens in a variety of ways, including, but not limited to, malware attacks, denial of service attacks, consensus-based attacks, Sybil attacks, smurfing and spoofing. Furthermore, there is a risk that a third party or a member of the Company team may intentionally or unintentionally introduce weaknesses into the core infrastructure of the Ecosystem, which could negatively affect the Ecosystem and the Tokens, including the utility of the Tokens for obtaining the Service. Attacks by hackers could result in a theft of Tokens or of the proceeds of our Token Sale. Such attacks have already had such results in the case of cryptographic tokens sold by other companies.

5. Risks Associated with Markets for Tokens

The Tokens are intended to be used solely within the Ecosystem and the Company will not support or otherwise facilitate any secondary trading or external valuation of Tokens. This restricts the contemplated avenues for using Tokens to the provision or receipt of Service, and could therefore create illiquidity risk with respect to any Tokens you own. Even if secondary trading of 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 third parties do ascribe an external exchange value to Tokens (e.g., as denominated in a digital or fiat currency), such value may be extremely volatile and diminish to zero.

6. Risk of Uninsured Losses

Unlike certain bank accounts or accounts at some other financial institutions, Tokens are uninsured unless you specifically obtain private insurance to insure them. Thus, in the event of loss or loss of utility value, there is no public insurer or private insurance arranged by the Company, to offer recourse to you.

7. Risks Associated with Uncertain Regulations and Enforcement Actions

The regulatory status of the Tokens and distributed ledger technology is unclear or unsettled in many jurisdictions. It is difficult to predict how or whether regulatory agencies may apply existing regulation with respect to such technology and its applications, including the Ecosystem and the Tokens. It is likewise difficult to predict how or whether legislatures or regulatory agencies may implement changes to law and regulation affecting distributed ledger technology and its applications, including the Ecosystem and the Tokens. Regulatory actions could negatively impact the Ecosystem and the Tokens in various ways, including, for purposes of illustration only, through a determination that the purchase, sale and delivery of the Tokens constitutes unlawful activity or that the Tokens are a regulated instrument that require registration or licensing of those instruments or some or all of the parties involved in the purchase, sale and delivery thereof. 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.

8. Risks Arising from Taxation

The tax characterization of Tokens is uncertain. You must seek your own tax advice in connection with purchasing Tokens, which may result in adverse tax consequences to you, including withholding taxes, income taxes and tax reporting requirements.

9. Risk of Competing Ecosystems

It is possible that alternative ecosystems could be established that utilize the same open source code underlying the Ecosystem and attempt to facilitate services that are materially similar to the Service. The Ecosystem may compete with these alternatives, which could negatively impact the Ecosystem and Tokens, including the utility of the Tokens for obtaining Service.

10. Risk of Insufficient Interest in the Ecosystem or Distributed Applications

It is possible that the Ecosystem will not be used by a large number of users or that there will be limited public interest in the creation and development of the Ecosystem. Such a lack of use or interest could negatively impact the development of the Ecosystem and therefore the potential utility of the Tokens, including the utility of the Tokens for obtaining Service.

11. Risks Associated with the Development and Maintenance of the Ecosystem

The Ecosystem may undergo significant changes over time. Although we intend for the Tokens and Ecosystem to function as described in the Whitepaper, and intend to take commercially reasonable steps toward those ends, we may have to make changes to the specifications of the Tokens or Ecosystem for any number of legitimate reasons. This could create the risk that the Tokens or Ecosystem, as further developed and maintained, may not meet your expectations at the time of purchase. Furthermore, despite our good faith efforts to develop and maintain the Ecosystem, it is still possible that the Ecosystem will experience malfunctions or otherwise fail to be adequately developed or maintained, which may negatively impact the Ecosystem and Tokens, and the potential utility of the Tokens, including the utility of the Tokens for obtaining Service.

12. Risks Related to Insufficient Information Availability

While the Company has used commercially reasonable efforts to ensure that the Whitepaper contains up-to-date information on Dragonglass, it is not complete nor comprehensive. The Company is not in a position, nor obliged, to keep Token purchasers and holders updated on every detail of its development (including its progress and expected milestones regardless of whether rescheduled or not) and therefore will not necessarily provide the purchasers with timely and full access to information relating to the development of the Ecosystem. The insufficiency of information, as described above, is agreed by you to be inevitable and reasonable.

13. Risk of an Unfavorable Fluctuation of ETH Value

If the value of the ETH fluctuates unfavorably during or after the time of purchase of Tokens, we may not be able to fund development and/or maintenance, or may not be able to develop or maintain the Ecosystem in the manner that is intended..

14. Risk of Dissolution of the Company or the Ecosystem

It is possible that, due to any number of reasons, including, but not limited to, an unfavorable fluctuation in the value of the ETH (or other cryptographic and fiat currencies), decrease in the Tokens' utility (including their utility for obtaining Service), the failure of commercial relationships, or intellectual property ownership challenges, the Ecosystem may no longer be viable to operate or the Company may dissolve.

15. Risks Arising from Lack of Governance Rights

Because Tokens confer no governance rights of any kind with respect to the Ecosystem or the Company, all decisions involving the Company's products or services within the Ecosystem or the Company itself will be made by the Company at its sole discretion, including, but not limited to, decisions to discontinue its products or services in the Ecosystem, to create and sell more Tokens for use in the Ecosystem, or to sell or liquidate the Company. These decisions could adversely affect the Ecosystem and the utility of any Tokens you own, including their utility for obtaining Service.

16. Risks Arising from the Identity Verification Market

The identity verification industry, and by extension the Ecosystem, is subject to a variety of federal, state and international laws and regulations, including those with respect to KYC/AML and customer due diligence procedures, privacy and data protection, consumer 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 Ecosystem could be enacted, which could impact the utility of the Tokens in the Ecosystem. Additionally, the Ecosystem users are subject to industry specific laws and regulations or licensing requirements. If any of these 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, it could adversely impact the Ecosystem and the Tokens, including the Tokens' utility for obtaining the Service.

17. Unanticipated Risks

Cryptographic tokens such as the Tokens are a new and untested technology. In addition to the risks included in this [Exhibit A](#), there are other risks associated with your purchase, possession, and use of the Tokens, including unanticipated risks. Such risks may further materialize as unanticipated variations or combinations of the risks discussed in this [Exhibit A](#).

18. Risks Related to Estonian Laws

Foreign judgements against the Company could be difficult to enforce. The Company is incorporated in Estonia. The recognition and enforcement of the judgments and other execution documents of member states of the European Union is subject to the restrictions and limitations set forth in the Regulation (EU) 1215/2012 or Regulation (EC) No 805/2004 of the European Parliament and of the Council. The recognition and enforcement of the judgments and other execution documents of any other foreign country is subject to the restrictions and limitations set forth in the Estonian Code of Civil Procedure. A judgment of any such foreign countries is not recognized in Estonia inter alia if that judgment is (a) clearly contrary to the essential principles of Estonian law (public order); (b) in conflict with an earlier decision made in Estonia in the same matter between the same parties or if an action between the same parties has been filed with an Estonian court; (c) in conflict with a decision of a foreign court in the same matter between the same parties which has been earlier recognized or enforced in Estonia; or (d) in conflict with a decision made in a foreign state in the same matter between the same parties which has not been recognized in Estonia, provided that the earlier court decision of the foreign state is subject to recognition or enforcement in Estonia. Such judgment is also not recognized in Estonia in the event that the defendant was unable to reasonably defend the rights thereof or the court which made the decision did not make the decision in compliance with the provisions of Estonian law regulating international jurisdiction.

19. Lack of Central Regulatory Authority and Structure and Global Nature of Digital Assets

Because there is a lack of a central regulatory authority and structure and due to the global nature of digital assets and blockchain technologies, you may have no legal remedies or recourse against the Company, other users, holders, purchasers or sellers of Tokens, and any other person or entity that may interfere with the Company, Tokens, or your digital wallet.

20. High Risk of Volatility of Digital Assets

Digital assets are extremely volatile, and Tokens may suffer from such volatility. Tokens are generated and sold for a sole purpose of being used in the Ecosystem. If you receive Tokens and you do not use the Tokens in the Ecosystem, you may not be able to transfer your Tokens to another user for the value you desire.

21. Intellectual Property Rights Claims May Impede the Company's Business

Third parties may assert intellectual property claims against the Company and/or its users. If successful, such claims may result in reduced usage or functionality of the Ecosystem. Even if unsuccessful, such claims may reduce confidence in the Ecosystem, which would adversely affect the value of the Tokens.