

BandZ Network SALE TERMS AND CONDITIONS

These BandZ Sale Terms and Conditions (this “Agreement”) contains the terms and conditions that govern your purchase of certain BANDZ tokens generated and distributed on the Ethereum Blockchain and is an agreement between you (“Buyer” or “you”) and BANDZ Network OÜ (“Company”), an Estonian company established for the purposes of the BANDZ Project (the “Project”). Buyer and Company are herein referred to individually as a “Party” and collectively, as the “Parties.”

Your participation in the Token Sale means that you acknowledge and agree that you have read this Agreement in its entirety and understand the contents thereof, and accept, with the intent to be legally bound, the following terms and conditions:

1. PURCHASE AND SALE OF Tokens

1. Exchange Rate. Company shall sell the Tokens after applying the exchange rate between Ethereum and the Tokens (the “Exchange Rate”) published on its website (<https://BandZ.network>) (the “Website”).

2. Transfer of Ethereum. Buyer shall transfer Ethereum (the “Purchase Amount”) to the wallet address on website and within the time specified on the Website.

3. Transfer of tokens, After Buyer completes the transfer pursuant to Section 1.2 and on the payment date published on the Website, Company shall transfer the Tokens in an amount calculated by applying the Exchange Rate.

4. Transfer Method. Company shall perform the transfer pursuant to Section 1.3 by transferring the Tokens to the address of the wallet Buyer used to transfer the Purchase Amount to Company's wallet address. Please see the Website for further details.

5. No Returns. Once Buyer completes the transfer pursuant to Section 1.2, in no event shall Company be obligated to cancel or terminate the sale of the Tokens, or to return or refund the Purchase Amount transferred by Buyer, and Buyer shall not reject receipt of the Tokens.

6. Taxes. Each Party shall be responsible for any taxes that such Party may incur pursuant to the transactions contemplated hereby.

7. White Paper. The white paper and other materials concerning the Project available at the Website (as may be amended from time to time, the "White Paper") are hereby incorporated by reference.

8. Restricted Countries. Company shall have no obligation to sell Tokens to any Buyer from a Restricted Country as defined in Section 3.1(e).

2. RIGHTS AND OBLIGATIONS OF BUYER

1. Sources and Uses of Funds.

a) Use of Funds. Buyer shall not use the Token to finance, engage in, or otherwise support any unlawful activities.

b) Compliance with Laws. Buyer shall comply with all applicable laws regarding the purchase and use of the Tokens.

2. Transfers

a) Transferability. Buyer may freely transfer the Tokens to any third party.

b) Transfer Fees. Buyer agrees that any transfer of Tokens may be subject to transfer fees imposed by Company from time to time through the Project.

c) Transfer Restrictions. Buyer agrees that Company may place limitations on the transferability of the Tokens through the Project.

3. No Claim or Ownership Interest. The purchase of Tokens: (i) shall not provide Buyer with rights of any form with respect to Company or its revenues or assets, including, but not limited to, any voting, distribution, redemption, liquidation, proprietary (including all forms of intellectual property), or other financial or legal rights; and (ii) shall not provide Buyer with any ownership or other interest in Company.

4. Company's Use of Proceeds. Buyer acknowledges and understands that the proceeds from the sale of the Tokens may

be utilized by Company in its sole discretion, as described, but not limited to, the purposes outlined in the White Paper.

3. REPRESENTATIONS AND WARRANTIES

1. Buyer Representations and Warranties. Buyer represents and warrants to Company that:

a) Authority. Buyer has all requisite power and authority to execute and deliver this Agreement, to purchase Tokens, and to carry out and perform its obligations under this Agreement. If a legal person, Buyer is duly organized, validly existing and in good standing under the laws of its domiciliary jurisdiction and each jurisdiction where it conducts business.

b) No Conflict. The execution, delivery and performance of this Agreement will not result in any violation of, be in conflict with, or constitute a material default under, with or without the passage of time or the giving of notice: (i) any provision of Buyer's organizational documents, if applicable; (ii) any provision of any judgment, decree or order to which Buyer is a party, by which it is bound, or to which any of its material assets are subject; (iii) any material agreement, obligation, duty or commitment to which Buyer is a party or by which it is bound; or (iv) any laws, regulations or rules applicable to Buyer.

c) No Consents or Approvals. The execution and delivery of, and performance under, this Agreement requires no approval or

other action from any governmental authority or person other than Buyer.

d) Buyer Knowledge and Risks of Project. Buyer has sufficient knowledge and experience in business and financial matters, including a sufficient understanding of blockchain or cryptographic tokens and other digital assets, smart contracts, storage mechanisms (such as digital or token wallets), blockchain-based software systems and blockchain technology, to be able to evaluate the risks and merits of Buyer's purchase of Tokens, including but not limited, to the matters set forth in this Agreement, and is able to bear the risks thereof, including loss of all amounts paid, loss of Tokens, and liability to the Company and others for its acts and omissions, including without limitation those constituting breach of this Agreement, negligence, fraud or willful misconduct. Buyer has obtained sufficient information in order to make an informed decision to purchase the Tokens.

e) Restricted Country. Buyer is not a citizen, resident (tax or otherwise), domiciliary and/or green card holder or other similar certificate of residency of a country (A) which prohibits the purchase of any virtual currency, participation in token sales, or other similar activities, or (B) where it is likely that the sale of Tokens would be construed as the sale of a security (howsoever named) or investment product (including without limitation the United States of America, Singapore, People's Republic of China, Hong Kong, Macau, Bolivia, Vietnam,

Indonesia, Kyrgyzstan, Lebanon, Morocco, Namibia, Nepal, Pakistan, Ecuador, Myanmar, Aibor Coast, Cuba, Iran, Democratic People's Republic of Korea, and Syria) (each a "Restricted Country"), nor are you purchasing Tokens from any Restricted Country, nor are you an entity (including but not limited to any corporation or partnership) incorporated, established or registered in or under the laws of a Restricted Country, nor are you purchasing Tokens on behalf of any person or entity from a Restricted Country.

f) Funds; Payments. The funds, including any fiat, virtual currency or cryptocurrency, Buyer uses to purchase Tokens are not derived from or related to any unlawful activities, including but not limited to money laundering or terrorist financing.

g) No Investment. Buyer is not purchasing Tokens for investment purposes.

2. No Company Representations or Warranties.

a) COMPANY EXPRESSLY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS, IMPLIED OR STATUTORY.

b) WITH RESPECT TO THE TokenS, THEIR UTILITY AND THE ABILITY OF ANYONE TO PURCHASE OR USE THE TokenS, COMPANY EXPRESSLY DISCLAIMS ANY REPRESENTATION OR WARRANTY, EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION, ANY REPRESENTATIONS OR WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, USAGE, SUITABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, OR AS TO THE WORKMANSHIP OR

TECHNICAL CODING THEREOF, OR THE ABSENCE OF ANY DEFECTS THEREIN, WHETHER LATENT OR PATENT.

c) COMPANY DISCLAIM ALL REPRESENTATIONS AND WARRANTIES THAT THE PROCESS OF PURCHASING OR RECEIVING THE Tokens WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT THE Tokens ARE RELIABLE OR ERROR-FREE.

4. BUYER ACKNOWLEDGEMENTS OF RISKS

Buyer has carefully reviewed, acknowledges, understands and assumes the following risks, as well as all other risks associated with the Tokens (including those not discussed herein), all of which could render the Tokens worthless or of little value:

1. Basis for Purchase. Purchasing Tokens is at Buyer's sole risk and that the Tokens are each provided, used and acquired on an "AS IS" and on an "AS AVAILABLE" basis without representations, warranties, promises or guarantees whatsoever of any kind by Company. Buyer must rely on its own examination and investigation thereof.
2. No Rights, Functionality or Features. Tokens have no rights, uses, purpose, attributes, functionalities or features, express or implied, outside the Project.
3. Project. Tokens may not be usable on the Project and do not entitle Buyer to anything with respect to the Project.

4. Purchase Price Risk. There are no guarantees as to the price of Tokens purchased by Buyer and no guarantees that the price per Token determined by the market will be equal to or higher. There is the possibility that the price per Token may fall below the price paid by initial buyers of Tokens during the initial distribution period.

5. Blockchain Delay Risk. On the Ethereum Blockchain Protocol, transactions may not be recorded in the last-closed ledger until the transaction has been ratified through the Ethereum consensus algorithm. Timing of ratification may occur at random times.

6. Ethereum Consensus Ledger. Transactions on the Ethereum Consensus Ledger may be delayed or lost due to operational error or malicious attacks by third parties. Buyer acknowledges and understands that the last-closed ledger may not include Buyer's transaction when Buyer wants or expects and that Buyer's transaction may be excluded or discarded entirely.

7. Ability to Transact or Resell. Buyer may be unable to sell or otherwise transact in Tokens at any time, or for the price Buyer paid due to (a) diminution in value of the Tokens; (b) lack of liquidity for the Tokens; or (c) Company imposing restrictions on the transferability of the Tokens.

8. Token Security. Tokens may be subject to expropriation and or/theft. Hackers or other malicious groups or organizations may attempt to interfere with 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, because the Ethereum Blockchain Protocol rests on open source software and Tokens are based on open source software, there is the risk that such software may contain intentional or unintentional bugs or weaknesses which may negatively affect the Tokens or result in the loss of Buyer's Tokens, the loss of Buyer's ability to access or control Buyer's Tokens or the loss of any other assets in Buyer's account. In the event of such a software bug or weakness, there may be no remedy and holders of Tokens are not guaranteed any remedy, refund or compensation.

9. Access to Private Keys. Tokens purchased by Buyer may be held by Buyer in Buyer's digital wallet or vault, which requires a private key, or a combination of private keys, for access. Accordingly, loss of requisite private key(s) associated with Buyer's digital wallet or vault storing Tokens may result in loss of such Tokens, access to Buyer's Token balance or any balances in blockchains created by third parties. Moreover, any third party that gains access to such private key(s), including by gaining access to login credentials of a hosted wallet or vault service Buyer uses, may be able to misappropriate Buyer's Tokens. Company is not responsible for any such losses.

10. New Technology. The Project and all of the matters set forth in the White Paper are new and untested. The Project might not be capable of completion, implementation or adoption. Even if the Project is completed, implemented and

adopted, it might not function as intended, and any tokens associated with a blockchain adopting the Project may not have functionality that is desirable or valuable. Also, technology is changing rapidly, so the Tokens and the Project may become outdated.

11. Tax Consequences. The purchase and receipt of Tokens may have tax consequences for Buyer. Buyer is solely responsible for Buyer's compliance with Buyer's tax obligations.

12. Failure to Map a Public Key to Buyer's Account. Failure of Buyer to map a public key to Buyer's account may result in third parties being unable to recognize Buyer's Token balance on the Ethereum Consensus Ledger.

13. Changes to the Project. The Project is still under development and may undergo significant changes over time. Company may make changes to such features and specifications for any number of reasons, any of which may mean that the Project does not meet Buyer's expectations. As a result: (a) the Project may never be completed; (b) the Project may not be completed as initially proposed by Company, and in a different or modified form; (c) a blockchain utilizing or adopting features of the Project may ever be launched; and (d) a blockchain may never be launched with or without changes to the Project.

14. Project Completion. The development of the Project may be abandoned for a number of reasons, including, but not limited to, lack of interest from the public, lack of funding, lack of

commercial success or prospects, or departure of key personnel.

15. Lack of Interest. Even if the Project is finished, launched and adopted, the ongoing success of the Project relies on the interest and participation of third parties. There can be no assurance or guarantee that there will be sufficient interest or participation in the Project.

16. Uncertain Regulatory Framework. The regulatory status of cryptographic tokens, digital assets and blockchain technology is unclear or unsettled in many jurisdictions. It is difficult to predict how or whether governmental authorities may regulate such technologies. It is likewise difficult to predict how or whether any governmental authority may make changes to existing laws, regulations or rules that may affect cryptographic tokens, digital assets, blockchain technology and its applications. Such changes could negatively impact Tokens in various ways, including, for example, through a determination that Tokens are regulated financial instruments that require registration. Company may cease the distribution of Tokens, the development of the Project or cease operations in a jurisdiction in the event that governmental actions make it unlawful or commercially undesirable to continue to do so.

17. Risk of Government Action. The industry in which Company operates is new, and may be subject to heightened oversight and scrutiny, including investigations or enforcement actions. There can be no assurance that governmental authorities will

not examine the operations of Company or pursue enforcement actions against Company. Such governmental activities may or may not be the result of targeting Company in particular. All of this may subject Company to judgments, settlements, fines or penalties, or cause Company to restructure its operations and activities or to cease offering certain products or services, all of which could harm Company's reputation or lead to higher operational costs, which may in turn have a material adverse effect on the Tokens or the development of the Project.

5. LIMITATION OF LIABILITY; INDEMNIFICATION

1. Limitation of Liability. To the fullest extent permitted by applicable law, Buyer disclaims any right or cause of action against Company of any kind in any jurisdiction that would give rise to any damages whatsoever, on the part of Company. Company shall not be liable to Buyer for any type of damages, whether direct, indirect, incidental, special, punitive, consequential or exemplary (including damages for lost profits, goodwill, use or data), even if and notwithstanding the extent to which Company has been advised of the possibility of such damages. Buyer agrees not to seek any refund, compensation or reimbursement from the Company, regardless of the reason, and regardless of whether the reason is identified in this Agreement. Company is not and shall not be responsible for or

liable for the market value of Tokens, the transferability or liquidity of Tokens or the availability of any market for Tokens through third parties or otherwise

2. Damages. Under no circumstances shall the aggregate joint liability of the Company, whether in contract, warrant, tort or other theory, for damages to Buyer under this Agreement exceed the amount received by Company from Buyer.

3. Release. To the fullest extent permitted by applicable law, Buyer releases Company from responsibility, liability, claims, demands, or damages of every kind and nature, known and unknown (including, but not limited to, claims of negligence), arising out of or related to disputes between Buyer and the acts or omissions of third parties.

4. Force Majeure. Buyer understands and agrees that Company shall not be liable and disclaims all liability to Buyer in connection with any force majeure event, including acts of God, labor disputes or other industrial disturbances, electrical, telecommunications, hardware, software or other utility failures, software or smart contract bugs or weaknesses, earthquakes, storms, or other nature-related events, blockages, embargoes, riots, acts or orders of government, acts of terrorism or war, technological change, changes in interest rates or other monetary conditions, and, for the avoidance of doubt, changes to any blockchain-related protocol.

5. Indemnification.

a) To the fullest extent permitted by applicable law, Buyer shall indemnify, defend and hold harmless and reimburse Company from and against any and all actions, proceedings, claims, damages, demands and actions (including without limitation fees and expenses of counsel), incurred by Company arising from or relating to: (i) Buyer's purchase or use of Tokens; (ii) Buyer's responsibilities or obligations under this Agreement; (iii) Buyer's breach of or violation of this Agreement; (iv) any inaccuracy in any representation or warranty of Buyer; (v) Buyer's violation of any rights of any other person or entity; or (vi) any act or omission of Buyer that is negligent, unlawful or constitutes willful misconduct.

b) Company reserves the right to exercise sole control over the defense, at Buyer's expense, of any claim subject to indemnification under this Section 5.5. This indemnity is in addition to, and not in lieu of, any other indemnities set forth in a written agreement between Buyer and Company.

6. DISPUTE RESOLUTION

1. Informal Dispute Resolution. Buyer and Company shall cooperate in good faith to resolve any dispute, controversy or claim arising out of, relating to or in connection with this Agreement, including with respect to the formation, applicability, breach, termination, validity or enforceability thereof (a "Dispute").

2. Jurisdiction. If the Parties are unable to resolve a Dispute, such Dispute shall be brought before the Seoul Central District Court and the Parties consent to its exclusive jurisdiction.

7. MISCELLANEOUS

1. Governing Law. This Agreement shall be governed in all respects, including as to validity, interpretation and effect, by the laws of the Republic of Korea.

2. Assignment. Buyer shall not assign this Agreement without the prior written consent of Company. Any assignment or transfer in violation of this Section shall be null and void. Company may assign this Agreement to an affiliate. Subject to the foregoing, this Agreement, and the rights and obligations of the Parties hereunder, shall be binding upon and inure to the benefit of their respective successors, assigns, heirs, executors, administrators and legal representatives.

3. Entire Agreement. This Agreement, including the exhibits attached hereto and the materials incorporated herein by reference, constitutes the entire agreement between the Parties and supersedes all prior or contemporaneous agreements and understandings, both written and oral, between the Parties with respect to the subject matter hereof, including, without limitation, any public or other statements or presentations made by Company about the Tokens or the Project.

4. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, inoperative or unenforceable for any reason, the provision shall be modified to make it valid and, to the extent possible, effectuate the original intent of the Parties as closely as possible in an acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the fullest extent possible.

5. No Waivers. The failure by Company to exercise or enforce any right or provision of this Agreement shall not constitute a present or future waiver of such right or provision, nor limit Company's right to enforce such right or provision at a later time. All waivers by Company must be unequivocal and in writing to be effective.

6. No Partnership; No Agency. Nothing in this Agreement and no action taken by the Parties shall constitute, or be deemed to constitute, a partnership, association, joint venture or other co-operative entity between the Parties. Nothing in this Agreement and no action taken by the Parties pursuant to this Agreement shall constitute, or be deemed to constitute, either Party the agent of the other Party for any purpose.

SUPPLEMENTARY PROVISIONS

This Agreement is effective as of June 14th, 2018.