

# H2T TOKEN PURCHASE AGREEMENT

Notice: The H2T Token listed hereafter is a pre-sale. From the week commencing on the 25 November 2019 WE will be migrating from the ERC20 to the TKG (Takamaka Green Coin), a native coin for the Takamaka blockchain. H2T Token holders will be able to swap their ERC20 H2T Tokens for TKG (Takamaka Green Coin). This will be a 1:1 swap, which will not affect the users balance.

H2T Token Purchase Agreement (this “Agreement”) contains the terms and conditions that govern purchase of the ERC-20 compatible tokens distributed on the Ethereum blockchain (the “H2T Tokens”) and is an agreement between you or the entity that you represent (“Buyer” or “you”) and AiliA SA (“AiliA SA” together with its parent company, subsidiaries and affiliates, “Company”). Buyer, AiliA SA and Company are herein referred to individually as a “Party” and collectively, as the “Parties”.

Now, therefore, in consideration of the mutual representations, warranties and agreements contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Company and Buyer hereby agree as follows:

## **IMPORTANT INFORMATION: PLEASE READ THIS AGREEMENT CAREFULLY AND IN ITS ENTIRETY.**

- **BINDING AGREEMENT:** Buyer understands and agrees that Buyer is subject to and bound by this Agreement by virtue of Buyer’s purchase of H2T Tokens.
- H2T Tokens are not being offered or distributed to resident of Countries where ICO’s are against the law.
- **NOT A PURCHASE OF H2T PLATFORM TOKENS.** H2T Tokens purchased under this Agreement are not tokens on the H2T Platform. Buyer acknowledges, understands and agrees that Buyer should not expect and there is no guarantee or representation made by Company that Buyer will receive any other product, service, rights, attributes, functionalities, features or assets of any kind whatsoever, including, without limitation, any cryptographic tokens or digital assets now or in the future whether through receipt, exchange, conversion, redemption or otherwise.
- **PURCHASE OF H2T TOKENS CANNOT BE CANCELLED.**

- H2T TOKENS MAY HAVE NO VALUE.
- COMPANY RESERVES THE RIGHT TO REFUSE OR CANCEL H2T TOKEN PURCHASE REQUESTS AT ANY TIME IN ITS SOLE DISCRETION.
- PLEASE READ THE RISKS SET FORTH IN SECTION 7 CAREFULLY AND IN THEIR ENTIRETY.
- THIS AGREEMENT INCLUDES PRE-DISPUTE RESOLUTION IN SECTION 9.1 AND REQUIRES ARBITRATION IN SECTION 9.2.

## **1 ACCEPTANCE OF AGREEMENT AND PURCHASE OF H2T TOKENS**

- 1.1 This Agreement shall be effective and binding on the Parties when Buyer: (a) clicks the check box on the official <https://takamaka.io> website (the “Website”) to indicate that Buyer has read, understands and agrees to the terms of this Agreement. Buyer agrees to be bound on this basis, and confirms that Buyer has read in full and understands this Agreement and the terms on which Buyer is bound.
- 1.2 White Paper. Company has prepared the White Paper, which is available at <https://takamaka.io/whitepaper>, describing matters relating to the H2T project. The White Paper, as it may be amended from time to time, is hereby incorporated by reference. Buyer has read and understands the White Paper and its contents.
- 1.3 H2T Tokens:
  - (a) Limited Purpose. Although H2T Tokens may be tradable, they are not an investment, currency, security, commodity, a swap on a currency, security or commodity or any other kind of financial instrument.
  - (b) Company’s Use of Proceeds. Buyer acknowledges and understands that the proceeds from the sale of the H2T Tokens will be utilized by Company in its sole discretion.

## **2 H2T TOKEN DISTRIBUTION**

- 2.1 Allocation and Sale of H2T Tokens to AiliA SA Parties. Buyer understands and consents to the participation of the Company’s past, present and future employees, officers, directors, contractors, consultants, equity holders, suppliers, vendors and service providers in the purchase of H2T Tokens, including people who may work on the development and implementation of the H2T Project or who may work for AiliA SA’s future businesses which AiliA SA may establish with a portion of the proceeds from the H2T Token Distribution. All such AiliA SA Parties will participate on the same terms as every other buyer of H2T Tokens and will be bound by this Agreement.
- 2.2 No Representations and Warranties. None of the AiliA SA Parties represent or warrant that the process of purchasing the H2T Tokens or receiving the H2T Tokens will be uninterrupted or error-free or that the H2T Tokens are reliable and error-free. As a result, Buyer acknowledges and understands that Buyer may never receive H2T Tokens and may lose the entire amount Buyer paid to Company. Buyer shall provide an accurate digital wallet address to Company for receipt of any H2T Tokens distributed to Buyer.
- 2.3 Not an Offering of Securities, Commodities, or Swaps. The sale of H2T Tokens and the H2T Tokens themselves are not securities, commodities, swaps on either securities or commodities or a financial instrument of any kind. Purchases and sales of H2T Tokens are not subject to the protections of any laws governing those

types of financial instruments. This Agreement and all other documents referred to in this Agreement including the White Paper do not constitute a prospectus or offering document, and are not an offer to sell, nor the solicitation of an offer to buy an investment, a security, commodity, or a swap on either a security or commodity.

### **3 NO OTHER RIGHTS CREATED**

- 3.1 No Claim, Loan or Ownership Interest. The purchase of H2T Tokens: (a) does not provide Buyer with rights of any form with respect to the 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; (b) is not a loan to Company; and (c) does not provide Buyer with any ownership or other interest in Company.
- 3.2 Intellectual Property. Company retains all right, title and interest in all of Company's intellectual property, including, without limitation, inventions, ideas, concepts, code, discoveries, processes, marks, methods, software, compositions, formulae, techniques, information and data, whether or not patentable, copyrightable or protectable in trademark, and any trademarks, copyright or patents based thereon. Buyer may not use any of Company's intellectual property for any reason without Company's prior written consent.

### **4 SECURITY AND DATA; TAXES**

- 4.1 Security and Data Privacy.
- (a) Buyer's Security. Buyer will implement reasonable and appropriate measures designed to secure access to: (i) any device associated with Buyer and utilized in connection with Buyer's purchase of H2T Tokens; (ii) private keys to Buyer's wallet or account; and (iii) any other username, passwords or other login or identifying credentials. In the event that Buyer is no longer in possession of Buyer's private keys or any device associated with Buyer's account or is not able to provide Buyer's login or identifying credentials, Buyer may lose all of Buyer's H2T Tokens and/or access to Buyer's account. Company is under no obligation to recover any H2T Tokens and Buyer acknowledges, understands and agrees that all purchases of H2T Tokens are non-refundable and Buyer will not receive money or other compensation for any H2T Tokens purchased.
- (b) Additional Information. Upon Company's request, Buyer will immediately provide to Company information and documents that Company, in its sole discretion, deems necessary or appropriate to comply with any laws, regulations, rules or agreements, including without limitation judicial process. Such documents include, but are not limited to, passport, driver's license, utility bills, photographs of associated individuals, government identification cards, or sworn statements. Buyer consents to Company disclosing such

information and documents in order to comply with applicable laws, regulations, rules or agreements. Buyer acknowledges that Company may refuse to distribute H2T Tokens to Buyer until such requested information is provided.

- 4.2 Taxes. Buyer acknowledges, understands and agrees that: (a) the purchase and receipt of H2T Tokens may have tax consequences for Buyer; (b) Buyer is solely responsible for Buyer's compliance with Buyer's tax obligations; and (c) Company bears no liability or responsibility with respect to any tax consequences to Buyer.

## **5 REPRESENTATIONS AND WARRANTIES OF BUYER**

By buying H2T Tokens, Buyer represents and warrants to each of the AiliA SA Parties that:

- 5.1 Authority. Buyer has all requisite power and authority to execute and deliver this Agreement, to purchase H2T Tokens, and to carry out and perform its obligations under this Agreement.
- (a) If an individual, Buyer is at least 18 years old and of sufficient legal age and capacity to purchase H2T Tokens.
  - (b) 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.
- 5.2 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: (a) any provision of Buyer's organizational documents, if applicable; (b) 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; (c) any material agreement, obligation, duty or commitment to which Buyer is a party or by which it is bound; or (d) any laws, regulations or rules applicable to Buyer.
- 5.3 No Consents or Approvals. The execution and delivery of, and performance under, this Agreement require no approval or other action from any governmental authority or person other than Buyer.
- 5.4 Buyer Status. Buyer is not subject to any of the disqualifying events listed under the Intermediated Securities Act On 1 January 2010 and there is no proceeding or investigation pending or, to the knowledge of Buyer, threatened by any governmental authority, that would reasonably be expected to become the basis for a Buyer Event.
- 5.5 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 H2T 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 H2T Tokens, and liability to the AiliA SA Parties and others for its acts and omissions, including with 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 H2T Tokens.

#### 5.6 Funds; Payments.

- (a) Funds. The funds, including any fiat, virtual currency or cryptocurrency, Buyer uses to purchase H2T Tokens are not derived from or related to any unlawful activities, including but not limited to money laundering or terrorist financing, and Buyer will not use the H2T Tokens to finance, engage in, or otherwise support any unlawful activities.
- (b) Payments. All payments by Buyer under this Agreement will be made only in Buyer's name, from a digital wallet or bank account not located in a country or territory that has been designated as a "non-cooperative country or territory" by the Financial Action Task Force, and is not a "foreign shell bank" within the meaning of the Swiss Bank Secrecy Law, as amended, and the regulations promulgated thereunder by the Money Laundering Reporting Office Switzerland, as such regulations may be amended from time to time.

#### 5.7 Miscellaneous Regulatory Compliance.

- (a) Anti-Money Laundering; Counter-Terrorism Financing. To the extent required by applicable law, Buyer complies with all anti-money laundering and counter- terrorism financing requirements.
- (b) Sanctions Compliance. Neither Buyer, nor any person having a direct or indirect beneficial interest in Buyer or H2T Tokens being acquired by Buyer, or any person for whom Buyer is acting as agent or nominee in connection with H2T Tokens, is the subject of sanctions administered or enforced by any country or government (collectively, "Sanctions") or is organized or resident in a country or territory that is the subject of country-wide or territory-wide Sanctions.

## 6 ARTICLE SIX: DISCLAIMERS

- 6.1 Buyer expressly acknowledges, understands and agrees that Buyer is purchasing H2T Tokens at the Buyer's sole risk and that the H2T 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 and Buyer shall rely on its own examination and investigation thereof.
- 6.2 No Representation or Warranty. (A) COMPANY DOES NOT MAKE AND EXPRESSLY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES,

EXPRESS, IMPLIED OR STATUTORY; AND (B) WITH RESPECT TO THE H2T TOKENS, COMPANY SPECIFICALLY DOES NOT REPRESENT AND WARRANT AND 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.

## **7 RISKS**

H2T TOKENS MAY HAVE NO VALUE. BUYER MAY LOSE ALL AMOUNTS PAID. Buyer has carefully reviewed, acknowledges, understands and assumes the following risks, as well as all other risks associated with the H2T Tokens (including those not discussed herein), all of which could render the H2T Tokens worthless or of little value:

- 7.1 **Blockchain Delay Risk.** On the Ethereum blockchain, timing of block production is determined by proof of work so block production can occur at random times. Buyer acknowledges and understands that the Ethereum blockchain may not include the Buyer's transaction at the time Buyer expects and Buyer may not receive H2T Tokens the same day Buyer sends ETH.
- 7.2 **Ethereum Blockchain.** The Ethereum blockchain is prone to periodic congestion during which transactions can be delayed or lost. Individuals may also intentionally spam the Ethereum network in an attempt to gain an advantage in purchasing cryptographic tokens. Buyer acknowledges and understands that Ethereum block producers may not include Buyer's transaction when Buyer wants or Buyer's transaction may not be included at all.
- 7.3 **Ability to Transact or Resell.** Buyer may be unable to sell or otherwise transact in H2T Tokens at any time, or for the price Buyer paid.
- 7.4 **Token Security.** H2T Tokens may be subject to expropriation and or/theft. Hackers or other malicious groups or organizations may attempt to interfere with the H2T 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 platform rests on open source software and H2T Tokens are based on open source software, there is the risk that Ethereum smart contracts may contain intentional or unintentional bugs or weaknesses which may negatively affect the H2T Tokens or result in the loss of Buyer's H2T Tokens, the loss of Buyer's ability to access or control Buyer's H2T Tokens or the loss of ETH in Buyer's account. In the event of such a software bug or weakness, there may be no remedy and holders of H2T Tokens are not guaranteed any remedy, refund or compensation.

- 7.5 Access to Private Keys. H2T 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 H2T Tokens will result in loss of such H2T Tokens, access to Buyer's H2T Token balance and/or any initial 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 H2T Tokens. Company is not responsible for any such losses.
- 7.6 New Technology. The H2TBlockchain and all of the matters set forth in the White Paper are new and untested. The H2T Blockchain might not be capable of completion, implementation or adoption. Even if the H2T Blockchain is completed, implemented and adopted, it might not function as intended.
- 7.7 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 H2T Token balance on the Ethereum blockchain.
- 7.8 Exchange & Counterparty Risks. If Buyer sends ETH in order to buy the H2T Token from an exchange or an account that Buyer does not control, H2T Tokens will be allocated to the account that has sent ETH; therefore, Buyer may never receive or be able to recover Buyer's H2T Tokens. Furthermore, if Buyer chooses to maintain or hold H2T Tokens through a cryptocurrency exchange or other third party, Buyer's H2T Tokens may be stolen or lost. By purchasing H2T Tokens, Buyer acknowledges and agrees that Buyer sends ETH to the H2T Token Contract through an exchange account and/or holds H2T Tokens on a cryptocurrency exchange or with another third party at Buyer's own and sole risk.
- 7.9 Changes to the H2T Blockchain. The H2T Blockchain is still under development and may undergo significant changes over time. Although Company intends for the H2T Blockchain to have the features and specifications set forth in the White Paper, Company may make changes to such features and specifications for any number of reasons.
- 7.10 Project Completion. The development of the H2T Blockchain 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.
- 7.11 Lack of Interest. Even if the H2T Blockchain is finished and adopted, the ongoing success of the H2T Blockchain relies on the interest and participation of third parties like developers. There can be no assurance or guarantee that there will be sufficient interest or participation in the H2T Blockchain.
- 7.12 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 will



regulate such technologies. It is likewise difficult to predict how or whether any governmental authority may make changes to existing laws, regulations and/or rules that will affect cryptographic tokens, digital assets, blockchain technology and its applications. Such changes could negatively impact H2T Tokens in various ways, including, for example, through a determination that H2T Tokens are regulated financial instruments that require registration. Company may cease the distribution of H2T Tokens.

- 7.13 Risk of Government Action. As noted above, 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 and/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 material adverse effect on the H2T Tokens and/or the development of the H2T Blockchain.

## **8 LIMITATION OF LIABILITY; INDEMNIFICATION**

- 8.1 Limitation of Liability. To the fullest extent permitted by applicable law, Buyer disclaims any right or cause of action against the AiliA SA Parties of any kind in any jurisdiction that would give rise to any Damages whatsoever, on the part of any AiliA SA Party. Each of the AiliA SA Parties shall not be liable to Buyer for any type of Damages, even if and notwithstanding the extent a AiliA SA Party has been advised of the possibility of such Damages. Buyer agrees not to seek any refund, compensation or reimbursement from a AiliA SA Party, regardless of the reason, and regardless of whether the reason is identified in this Agreement.
- 8.2 Damages. In no circumstances will the aggregate joint liability of the AiliA SA Parties, whether in contract, warrant, tort or other theory, for Damages to Buyer under this Agreement exceed the amount received by Company from Buyer.
- 8.3 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, labour 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.
- 8.4 Release. To the fullest extent permitted by applicable law, Buyer releases the AiliA SA 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 Buyer and the acts or omissions of third parties.

#### 8.5 Indemnification.

- (a) To the fullest extent permitted by applicable law, Buyer will indemnify, defend and hold harmless and reimburse the AiliA SA Parties from and against any and all actions, proceedings, claims, Damages, demands and actions (including without limitation fees and expenses of counsel), incurred by a AiliA SA Party arising from or relating to: (i) Buyer's purchase or use of H2T 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; and/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. This indemnity is in addition to, and not in lieu of, any other indemnities set forth in a written agreement between Buyer and Company.

### **9 DISPUTE RESOLUTION**

- 9.1 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"). If the Parties are unable to resolve a Dispute within ninety (90) days of notice of such Dispute being received by all Parties, such Dispute shall be finally settled by Binding Arbitration as defined in Section 9.2 below.
- 9.2 Binding Arbitration. Any Dispute not resolved within 90 days as set forth in Section 9.1 shall be referred to and finally resolved by arbitration under the International Court of Arbitration (ICC) rules in effect at the time of the arbitration, except as they may be modified herein or by mutual agreement of the Parties. The number of arbitrators shall be one who shall be selected by Company. The seat, or legal place, of arbitration shall be Zurich, Switzerland. The language to be used in the arbitral proceedings shall be English and French. The governing law of the Agreement shall be as set forth in Section 10.1 herein. The arbitration award shall be final and binding on the Parties ("Binding Arbitration"). The Parties undertake to carry out any award without delay and waive their right to any form of recourse insofar as such waiver can validly be made. Judgment upon the award may be entered by any court having jurisdiction thereof or having jurisdiction over the relevant Party or its assets. Company and Buyer will each pay their respective attorneys' fees and expenses. Notwithstanding the foregoing, Company reserves the right, in its sole

and exclusive discretion, to assume responsibility for any or all of the costs of the arbitration.

- 9.3 No Class Arbitrations, Class Actions or Representative Actions. Any dispute arising out of or related to this Agreement is personal to Buyer and Company and will not be brought as a class arbitration, class action or any other type of representative proceeding. There will be no class arbitration or arbitration in which an individual attempts to resolve a dispute as a representative of another individual or group of individuals. Further, a dispute cannot be brought as a class or other type of representative action, whether within or outside of arbitration, or on behalf of any other individual or group of individuals.

## **10 MISCELLANEOUS**

- 10.1 Governing Law and Venue. This Agreement shall be governed in all respects, including as to validity, interpretation and effect, by the laws of Switzerland, without giving effect to its principles or rules of conflict of laws, to the extent such principles or rules are not mandatorily applicable by statute and would permit or require the application of the laws of another jurisdiction.
- 10.2 Assignment. Buyer shall not assign this Agreement without the prior written consent of AiliA SA. Any assignment or transfer in violation of this Section 10.2 will be void. Company may assign this Agreement to an affiliate. Subject to the foregoing, this Agreement, and the rights and obligations of the Parties hereunder, will be binding upon and inure to the benefit of their respective successors, assigns, heirs, executors, administrators and legal representatives.
- 10.3 Entire Agreement. This Agreement, 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 any AiliA SA Party about the H2T Tokens.
- 10.4 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.
- 10.5 Modification of Agreement. Company may modify this Agreement at any time by posting a revised version on the Website, available at [https://takamaka.io/purchase\\_agreement](https://takamaka.io/purchase_agreement). The modified terms will become effective upon posting. It is Buyer's responsibility to check the Website regularly for modifications to this Agreement. This Agreement was last modified on the date listed at the beginning of this Agreement.

- 10.6 Termination of Agreement; Survival. This Agreement will terminate upon the completion of all sales in the H2T Token. Company reserves the right to terminate this Agreement, in its sole discretion, in the event that Buyer breaches this Agreement. Upon termination of this Agreement: (a) all of Buyer's rights under this Agreement immediately terminate; (b) Buyer is not entitled to a refund of any amount paid; and (c) Articles 3, 4, 6, 7, 8, 9, and 10 will continue to apply in accordance with their terms.
- 10.7 No Waivers. The failure by Company to exercise or enforce any right or provision of this Agreement will 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.
- 10.8 No Partnership; No Agency; No Third Party Beneficiaries. 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. No Party has, pursuant to this Agreement, any authority or power to bind or to contract in the name of the other Party. This Agreement does not create any third party beneficiary rights in any person.
- 10.9 Electronic Communications. Buyer agrees and acknowledges that all agreements, notices, disclosures and other communications that Company provides Buyer pursuant to this Agreement or in connection with or related to Buyer's purchase of H2T Tokens, including this Agreement, may be provided by Company, in its sole discretion, to Buyer, in electronic form.