

Sale Agreement
March 2020



Revision 0.1



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The following terms and conditions of the Coin Sale Agreement govern your (“You” or the “Purchaser”) purchase of TKG or TKR (“Takamaka Green Tokens” and “Takamaka Red Tokens”) from AiliA SA., a company incorporated and registered in Switzerland, having its registered address located at Weinberghöhe 27, 6300 Zug, Switzerland (the “Company”). TKG and TKR may be used by the Purchaser on the Takamaka Network subject to provisions of this Agreement and any other terms that may be published by the Company in this regard. The Purchaser and the Company each are “Party” and, together, the “Parties” to this Agreement agree as follows:



ACCEPTANCE

1.1 YOU UNDERSTAND AND AGREE THAT BY VIRTUE OF PURCHASE OF TKG and TKR, YOU ARE SUBJECT TO AND BOUND BY THIS AGREEMENT

1.2 Subject to the Terms of this Agreement, Terms and Conditions and Privacy Policy of the Website, Whitepaper, and any other terms or policies as may be issued by the Company from time to time, the Company agrees to sell to you and you agree to purchase from Company a specific number of TKG and/or TKR at the price set out on the Website.

1.3 By the fact of purchase of TKG and TKR from the Company at the website at <http://www.takamaka.io/>, ("Website"), you confirm that you have read this Agreement carefully and in its entirety and understand that YOU ARE CONSENTING TO BE BOUND BY AND ARE BECOMING A PARTY TO THIS AGREEMENT AND ANY TERMS OR AGREEMENTS INCORPORATED BY REFERENCE, AND AGREE THAT THIS AGREEMENT IS ENFORCEABLE LIKE ANY WRITTEN NEGOTIATED AGREEMENT SIGNED BY YOU.

1.4 Unless otherwise stated herein, this Agreement governs only your acquisition of TKG and TKR from the Company during the sale and any period as may be determined by the Company. Any use of TKG and TKR in connection with providing or receiving services on the Network shall be governed primarily by this Agreement as well as any other applicable agreements and/or policies. The Company may use third party services to process the coin sale and any rules applicable by third party described in this Agreement to such processing of TKG and TKR should also be applicable in addition to this Agreement.

1.5 No provision of this Agreement shall be considered waived unless such waiver is accepted by the Company, which shall be published on the Website. No waiver of any provision in this Agreement, however, will be deemed a waiver of a subsequent breach of such provision or a waiver of a similar provision. In addition, a waiver of any breach or a failure to enforce any term or condition of this Agreement will not in any way affect, limit, or waive a Party's rights hereunder at any time to enforce strict compliance thereafter with every term and condition hereof.

1.6 You acknowledge and accept that this Agreement may be modified, changed, supplemented, updated at any time without prior written notice, at sole discretion of the Company. Your continued use of the TKG and TKR after any amendments or alterations of this Agreement shall constitute your consent hereto and acceptance hereof. If you do not agree to such revised terms of the Agreement you must stop using TKG and TKR and inform the Company any time under conditions of this Agreement.



ELIGIBLE PURCHASERS

2.1. By purchasing TKG and TKR the Purchaser covenants, represents, and warrants that (under the Applicable Law and law of the country of Purchaser's residence):

2.1.1. he/she is of an age of majority to enter into this Agreement (at least 18 years of age), meets all other eligibility criteria and residency requirements, and is fully able and legally competent to use the Website, enter into agreement with the Company and in doing so will not violate any other agreement to which he/she/it is a party.

2.1.2. he/she has necessary and relevant experience and knowledge to deal with cryptographic Coins, Tokens, cryptocurrencies and Blockchain-based systems, as well as full understanding of their framework, and is aware of all the merits, risks and any restrictions associated with cryptographic tokens (their purchase and use), cryptocurrencies and Blockchain-based systems, as well as knows how to manage them, and is solely responsible for any evaluations based on such knowledge.

2.1.3. he/she will not be using either TKG and TKR, Network or the Website for any illegal activity, including but not limited to money laundering and the financing of terrorism.

2.1.4. Purchaser has created an Account on the Website and accepted the Company Terms and Conditions, Privacy Policy and Cookies Policy.

2.2. Purchaser also represents and warrants that he is not a citizen or resident of a geographic area in which access to or use of the cryptocurrency or cryptographic tokens is prohibited by applicable law, decree, regulation, treaty, or administrative act. The Company shall reserve the right to refuse to sell TKG and TKR to anyone who does not meet the citizenship and residence criteria set forth above. Purchasers cannot resell TKG and TKR to citizens and residents of countries and territories restricted in this Agreement.

DISCLAIMER OF LIABILITY

3.1. To the maximum extent possible by the applicable laws, rules and regulations, the Company or its founders are not responsible for any special, vicarious or any kind of consequential damages as well as any other losses, like loss of income, profits, or loss of use or data, caused by purchase or use of TKG and TKR.

3.2. TKG and TKR carries no rights, express or implied, other than those, set out herein. In particular, TKG and TKR holders shall not have any influence in the development or governance of TKG and TKR or the Network.



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3.3. Any potential future use of TKG and TKR in connection with the provision or receipt of services on Network, shall be subject to and governed by such other applicable terms, conditions and policies relating to the use of each such service or Network. Such terms and conditions regulating the use of the Network shall be made available to the users.

3.4. TKG and TKR is not consumer product and its holders accepts explicitly and agree to it that they are not covered by the consumer protection regulation of any jurisdiction.

3.5. BUYING TKG and TKR INVOLVES RISKS AND PURCHASERS SHOULD BE ABLE TO BEAR THE LOSS OF THEIR ENTIRE PURCHASE. ALL PURCHASERS SHOULD MAKE THEIR OWN DETERMINATION OF WHETHER OR NOT TO MAKE ANY PURCHASE, BASED ON THEIR OWN INDEPENDENT EVALUATION AND ANALYSIS. DO NOT PURCHASE TKG and TKR IF YOU ARE NOT AN EXPERT IN DEALING WITH CRYPTOGRAPHIC TOKENS AND BLOCKCHAIN-BASED SOFTWARE SYSTEMS. PRIOR TO PURCHASING TKG and TKR, YOU SHOULD CAREFULLY CONSIDER THE TERMS AND CONDITIONS OF THIS TKG and TKR SALE AGREEMENT AND, TO THE EXTENT NECESSARY, CONSULT AN APPROPRIATE LAWYER, ACCOUNTANT, OR TAX PROFESSIONAL. IF ANY OF THE THESE TERMS ARE UNACCEPTABLE TO YOU, YOU SHOULD NOT PURCHASE TKG and TKR. BY PURCHASING TKG and TKR, AND TO THE EXTENT PERMITTED BY LAW, YOU AGREE NOT TO HOLD ANY OF THE COMPANY AND ITS 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 LIABLE FOR ANY LOSSES OR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING FROM, OR IN ANY WAY CONNECTED, TO THE SALE OF TKG and TKR, INCLUDING LOSSES ASSOCIATED WITH THE TERMS SET FORTH HEREIN.

3.6. THE COMPANY DOES NOT ACCEPT ANY USERS FROM THE COUNTRIES OR TERRITORIES WHERE ITS ACTIVITY SHALL BE ESPECIALLY LICENSED, ACCREDITED OR REGULATED BY OTHER WAYS. IT SHALL BE YOUR RESPONSIBILITY TO CONFIRM AND CHECK THE APPLICABLE LAW IN YOUR JURISDICTION AND YOU SHALL BE FULLY RESPONSIBLE FOR ANY NEGATIVE IMPACT ARISEN FROM YOUR RESIDENCE COUNTRY REGULATIONS. IF YOU ARE TRAVELLING TO ANY OF THESE COUNTRIES, YOU ACKNOWLEDGE THAT OUR SERVICES MAY BE UNAVAILABLE AND/OR BLOCKED IN SUCH COUNTRIES.

3.7. THE COMPANY RESERVES THE RIGHT TO IMPOSE ADDITIONAL REQUIREMENTS OR CONDITIONS BEFORE ACCEPTING PURCHASERS RESIDING IN OR FROM SPECIFIC COUNTRIES IN ITS SOLE DISCRETION.

3.8. IF YOU DO NOT AGREE WITH THIS AGREEMENT AND CONDITIONS, OF TKG and TKR SALE YOU MUST NOT ACCESS OR USE THE WEBSITE OR PURCHASE TKG and TKR.



REPRESENTATIONS AND WARRANTIES

4.1. The Company does not make or claim to make any representation, warranties and obligations in any form whatsoever to any entity or person, as well as any representation, warranty or undertaking in relation to the accuracy, truth or completeness of any information, provided on the Website or Whitepaper.

4.1. You agree and acknowledge that in case you wish to purchase any TKG and TKR, they shall not be perceived or classified as:

- a) any kind of currency other than cryptocurrency.
- b) debt securities, stocks or shares issued by any the Company.
- c) rights, options or derivatives in relation to such debt obligations, shares or stocks.
- d) rights under a contract for differences or for any other contract the purpose or feigned purpose of which is to gain profit or avoid loss.
- e) units in the scheme of collective investment.
- f) units in business trust.
- g) derivative units in business.
- h) any other security or class of securities.
- i) representation of any ownership right or stake or any right to receive future revenue shares.
- j) any right to receive any form of participation or governance right from, in or relating to Company and Network.
- k) any form of money or legal tender in any jurisdiction.
- l) any representation of money (including electronic money).

4.2. You agree that you have a basic understanding of the operation, functionality, use, storage, transfer mechanisms and other material features of cryptocurrencies, software systems based on blockchain, wallets for cryptocurrencies or other related tokens storage mechanisms, technology of blockchain and technology of smart contracts.



RISKS

5.1. TKG and TKR is an entirely new generation cryptocurrency based on Takamaka algorithm having complete Proof Of Stake (POS) network. The transactions made over Takamaka blockchain network are instant, anonymous, private, and very secure. Our motive is to make it as good as virtual cash which can provide real time liquidity and utility proposition in the market.

5.2. As such, any malfunction, unintended function or unexpected functioning of the Network may cause the TKG and TKR to malfunction or function in an unexpected or unintended manner.

5.3. Hackers or other groups or organizations may attempt to interfere with Your Wallet, the Website or the availability of TKG and TKR and Digital Assets in any number of ways, including without limitation denial of service attacks, Sybil attacks, spoofing, smurfing, malware attacks, or consensus-based attacks. You hereby agree that the Company shall have no liability for any such loss the Purchaser incur.

5.4. There is a risk that the Website and TKG and TKR may unintentionally include weaknesses or bugs in the source code interfering with the use of or causing the loss of TKG and TKR.

5.5. Advances in cryptography, or technical advances such as the development of quantum computers, should not present risks to TKG and TKR and the Network since the Takamaka Blockchain is secure and Quantum Resistant .

5.6. Value of TKG may fluctuate and their Purchasers might suffer loss in value of such acquired tokens. There might be different reasons that would cause unfavourable fluctuations of the value of the TKG.

5.7. Cryptocurrencies and blockchains are new and untested technology. In addition to the risks set forth here, there are risks that TKG and TKR cannot foresee and it is unreasonable to believe that such risks could have been foreseeable. Risks may further materialize as unanticipated.

PROHIBITED ACTIVITIES

6.1. You are prohibited from violating any law, statute, ordinance or regulation in our registered jurisdiction as well as your country or residency by using TKG and TKR.

6.2. You may not use your TKG and TKR to engage in the following categories of prohibited activity and you confirm that you will not use TKG and TKR to do any of the following:



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- a. Engage in a transaction involving the proceeds of any unlawful activity.
- b. Defraud or attempt to defraud the Company or its affiliates.
- c. Provide false, inaccurate or misleading information.
- d. Infringe upon Company's or any third party's copyright, patent, trademark, or intellectual property rights.
- e. Take any action that imposes an unreasonable or disproportionately large load on infrastructure of the Company, or detrimentally interfere with, intercept, or expropriate any system, data, or information.
- f. Transmit or upload any material to the Network that contains viruses or malware or any other harmful or deleterious programs.
- g. Otherwise attempt to gain unauthorized access to the Network and Website, computer systems or networks connected to the Website, through password mining or any other means.

6.3. Company reserves the right at all times to monitor, review, retain and/or disclose any information as necessary to satisfy any applicable law, regulation, legal process or governmental request. The Company reserves the right to cancel and/or suspend your Account and usage of TKG and TKR immediately and without notice if Company determine, in its sole discretion, that your Account and usage of TKG and TKR is associated with prohibited use, and/or a prohibited business, and or illegal activity under Applicable law.

TAXATION

7.1. The Purchaser bears the sole responsibility to determine if the purchase of TKG and TKR or the potential appreciation or depreciation in the value of TKG and TKR over time has tax implications for the Purchaser in the Purchaser's home jurisdiction. By purchasing TKG and TKR and to the extent permitted by law, the Purchaser agrees not to hold any of the Company, its affiliates, shareholders, directors or advisors liable for any tax liability associated with or arising from the purchase of TKG and TKR.

7.2. Purchaser is solely responsible for withholding, collecting, reporting, paying, settling and/or remitting any and all taxes to the appropriate tax authorities in such jurisdiction(s) in which Purchaser may be liable to pay tax. Company shall not be responsible for withholding, collecting, reporting, paying, settling and/or remitting any taxes (including, but not limited to, any income, capital gains, sales, value added or similar tax) which may arise from Purchaser's acquisition of TKG and TKR under or in connection with this Agreement.



INDEMNIFICATION

8.1. To the extent allowable pursuant to Applicable Law, the Purchaser shall indemnify, defend, and hold the Company and/or its subsidiaries, affiliates, directors, officers, employees, agents, successors, and permitted assignees harmless from and against any and all claims, damages, losses, suits, actions, demands, proceedings, expenses, and/or liabilities (including but not limited to reasonable attorneys' fees incurred and/or those necessary to successfully establish the right to indemnification) filed/incurred by any third party against the Company arising out of a breach of any warranty, representation, or obligation hereunder

CIRCUMSTANCES BEYOND THE CONTROL OF EITHER PARTY

9.1. The Purchaser shall not have any claim of any nature whatsoever against any failure by Company to carry out any of its obligations under this Agreement as a result of causes beyond its control, including but not limited to power failure, Internet service provider failure, acts of God, epidemic, pandemic, civil unrest, fire, flood, droughts, storms, earthquakes, collapse of buildings, explosion or accident, acts of terrorism, acts of war, governmental action, any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition, or any other event that is beyond the absolute and direct control of AiliA SA.

SEVERABILITY AND LAW

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

10.1. All questions concerning the construction, validity, enforcement and interpretation of this Agreement shall be governed by and construed and enforced in accordance with the laws of Switzerland.



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DISPUTE RESOLUTION

11.1. To resolve any dispute, controversy or claim between Parties arising out of or relating to this Agreement or the breach thereof, the Parties agree first to negotiate the issue in good faith for a period of not less than thirty (30) days following written notification of such controversy or claim to the other Party.

11.2. If the negotiations do not resolve the dispute, controversy or claim to the reasonable satisfaction of all Parties during such period, then the Parties irrevocably and unconditionally submit to the respective claim to the binding arbitration administered by the competent court of Switzerland.

TERMINATION

12.1. The Company reserves the right, without notice and at its sole discretion, to terminate this Agreement or suspend the Purchaser's right to use TKG and TKR, including (but not limited to) in case of Purchaser's breach of this Agreement or if the Company believes it has committed fraud, negligence or other misconduct. All rights granted to the Purchaser under this Agreement will immediately be revoked upon our termination of this Agreement or Company suspension of Purchaser's access to TKG and TKR, the Network or the Website Services.



DEFINITIONS

"Agreement" means the terms and conditions of this Takamaka Coin Sale Agreement and any other rules, policies or procedures that may be issued by the Company and published from time to time on the Website.

"Takamaka Network" means digital platform (not a legal entity) operated by the Company or any of its affiliated company to establish a peer to peer decentralised core network or a utility ecosystem, whereby, TKG and TKR will be used by its holders as a medium of transaction for various services offered at the Network.

"Intellectual Property Rights" means any invention, patent, utility model right, copyright and related right, registered design, unregistered design right, trade mark, trade name, internet domain name, design right, design, service mark, database rights, topography rights, rights in get-up and trade dress, rights in goodwill or to sue for passing off and any other rights of a similar nature or other industrial or intellectual property rights owned or used by the Company in any part of the world whether or not any of the same is registered (or capable of registration), including applications and the right to apply for and be granted, extensions or renewals of and rights to claim priority from, such rights and all equivalent or similar rights or protections which subsist now or will subsist in the future.

"TKG and TKR" means digital cryptographic token, which is a software digital product, created and issued by the Company as a cryptographically secured representation of the right to exchange TKG and TKR for services on the Network and which give the Purchaser access to certain features on the Network.

"TKG and TKR Sale" means an offering, public sale and distribution of TKG and TKR to eligible Purchasers held during a limited period of time specified in this Agreement.

INTERPRETATIONS

Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

A reference to any party shall include that party's personal representatives, successors and permitted assigns.

All references to a person include firms, companies, government entities, trusts and partnerships or other or unincorporated body (whether or not having separate legal personality).

A reference to "writing" or "written" includes fax and/or e-mail.



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Any obligation on a party not to do something includes an obligation not to allow that thing to be done.

Any words following this Agreement including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding or following that agreement.

Headings of sections are for convenience only and shall not be used to limit or construe such sections. All the sections in this Agreement shall survive any termination or expiration of this Agreement.