

# ATLANT

## Terms of Token Sale

Last Updated: 6<sup>th</sup> of September 2017

Please read carefully these Terms of Token Sale (hereinafter – the “**Terms**”) before purchasing ATL tokens, as they affect your obligations and legal rights, including, but not limited to, waivers of rights and limitation of liability. If you do not agree with these Terms, you shall not purchase ATL tokens. By purchasing ATL tokens during Token Pre-Sale or Token Sale Period from ATLANT, TENSIGMA company, incorporated as LTD. in the jurisdiction of British Virgin Islands, (hereinafter – the “**Seller**”), you (hereinafter – the “**Buyer**”) will be bound by these Terms, and thus your purchase of ATL tokens is subject to these Terms.

Each of the Buyer and the Seller is a “**Party**,” and together the “**Parties**”.

### RECITALS

**WHEREAS**, the Seller will develop a decentralized public system for simplification of real estate transactions named ATLANT which shall consist of (1) a platform to trade real estate assets in tokenized form on a decentralized ADEX exchange based on Ethereum smart contracts (2) a system that provides Peer-to-Peer Rentals via a custom decentralized system, built on Ethereum.

**WHEREAS**, the Seller will issue its internal ERC20 digital tokens called ATL (hereinafter – the “**ATL tokens**”) which will be used as in-platform membership certificates granting ability to perform work within the platform, for value distribution, as well as to power the ATLANT platform; and

**WHEREAS**, the Seller holds token sale campaign (hereinafter – the “**Token Sale**”) from 1<sup>st</sup> of August to 31<sup>th</sup> of October (hereinafter – the “**Token Sale Period**”, the “**Sale Period**”) to raise funds for further development of the Seller’s decentralized public system for the real estate industry. The Token Sale will also end once all the funds as set forth herein are raised; and

**WHEREAS**, the Buyer is willing to purchase the ATL tokens pursuant to the terms and conditions set forth herein.

**NOW THEREFORE**, in consideration of the foregoing, the Parties, intending to be legally bound, hereby agree to the following:

1. **Use of ATL Tokens.** The Buyer understands and accepts that the ATL tokens may be used as ATL platform membership and as means to power the ATLANT system only. He/she understands and accepts that ownership of the ATL tokens in no way grants any rights, express or implied, other than the right to use the ATL tokens as ATLANT platform membership certificates granting ability to perform work within the platform, for value distribution, and to power the ATLANT platform. The Buyer expressly agrees that the ATL tokens are not securities, are not registered with any government entity as the securities, shall not be

considered as such, are not intended to be a digital currency, commodity or any other kind of financial instrument, do not represent any share, stake or security or equivalent rights, including, but not limited to, any right to receive future revenue shares and intellectual property rights, and do not represent any ownership right. The Seller has prepared a Whitepaper to describe matters related to the decentralized public system for the real estate industry named ATLANT, included, but not limited to, any technological aspects and software matters.

2. **Scope of Terms.** The Buyer hereunder commits to purchase the ATL tokens for ETH or other cryptocurrencies indicated in the personal account screen of the Buyer, and the Seller hereby expressly agrees to sell to the Buyer ATL tokens. In order to do so the Buyer will transfer payment as set forth herein and the Seller will allocate an amount of ATL tokens which is equivalent to the payment to the ETH -address of the Buyer once the ATL tokens issuance ends. Unless otherwise stated herein, these Terms of Token Sale govern only purchase of ATL tokens by the Buyer from the Seller during the Token Sale Period. The use of ATL tokens and relations between the Parties may be governed by any other applicable terms and policies.

3. **Acceptance, Purchase Price and Payment.** By buying ATL tokens hereunder, the Buyer expressly accepts all terms and conditions described herein and agree to be bound thereby and comply therewith. For 1 ETH or equivalence in other tokens indicated in the Buyer's personal account, the Buyer will be able to buy following amount of ATL tokens per tiers 1-10: (1) 1 010 ATL during days 1-38 of the Sale Period until a combined total of 5150 ETH equivalent are collected during this tier (2) 505 ATL tokens starting from day 39 until a combined total of 20 505 ETH equivalent are collected during this tier (3) 495 ATL tokens until 20 919 ETH equivalent are collected during this tier (4) 485 ATL tokens until 21 350 ETH equivalent are collected during this tier (5) 475 ATL tokens until 21 800 ETH equivalent are collected during this tier (6) 465 ATL tokens until 22 269 ETH equivalent are collected during this tier (7) 455 ATL tokens until 22 758 ETH equivalent are collected during this tier (8) 445 ATL tokens until 23 269 ETH equivalent are collected during this tier (9) 435 ATL tokens until 23 804 ETH equivalent are collected during this tier (10) 425 ATL tokens until 48 729 ETH equivalent are collected during this tier, with all tiers subject to early termination at sole discretion of the Seller. In order to purchase ATL tokens the Buyer shall send ETH or other tokens accepted inside the personal account screen at specified therein exchange rates to ATL, in the amount which is equivalent to the amount of the ATL tokens the Buyer is willing to receive for such payment to the ETH-address of the Seller (address of a token sale smart contract deployed by the Seller):

0xF46ede17c0bAb20d87Cd079a2632f71433A407b9

4. **Other Conditions of ATL tokens Purchase.** The Seller will issue ATL tokens once Token Sale ends. During the Sale Period, the Seller is willing to sell 72.50% of total amount of the ATL tokens, which will be issued by the Seller, and thus to raise up to 230 552,48 ETH or equivalent in other tokens per exchange rates indicated in the personal account. The token distribution will be carried out using specially deployed the token sale smart contract

0xF46ede17c0bAb20d87Cd079a2632f71433A407b9. The Buyer may be required to manually set his/her wallet to watch the token sale smart contract 0xF46ede17c0bAb20d87Cd079a2632f71433A407b9 to receive ATL tokens after their issuance by the Seller which shall be made after the Seller's Token Sale ends. The Buyer may purchase ATL tokens via any Ethereum client. BUT USE OF ANY ONLINE EXCHANGE SERVICES (E.G., KRAKEN, COINBASE, POLONIEX AND ANY OTHER.), AS WELL AS USE OF MULTI-SIGNATURE WALLETS WILL LEAD TO THE LOST OF ALL ETH PAID HEREUNDER. The ATL tokens purchased during the Token Sale may be sold and transferred by the User at any time after the Token Sale via cryptocurrency exchanges, if the ATL tokens are listed on any (WHETHER TO LIST ATL TOKENS ON CRYPTOCURRENCY EXCHANGES OR NOT IS SOLELY AT THE DISCRETION OF CRYPTOCURRENCY EXCHANGES).

TO THE EXTENT ALLOWABLE PURSUANT TO APPLICABLE LAW OF REGULATION, THE PURCHASE OF THE ATL TOKENS BY THE BUYER FROM THE SELLER IS FINAL, AND THUS THERE ARE NO REFUNDS AND/OR CANCELLATIONS.

5. **Purchase Limitations.** UNITED STATES CITIZENS AND RESIDENTS ARE NOT ELIGIBLE TO PARTICIPATE IN THE TOKEN SALE. THE BUYER IS ONLY ALLOWED TO PURCHASE ATL TOKENS IF AND BY BUYING ATL TOKENS HE/SHE COVENANTS, REPRESENTS, AND WARRANTS THAT HE/SHE IS NEITHER A U.S. CITIZEN OR PERMANENT RESIDENT OF THE UNITED STATES, NOR DOES HE/SHE HAS A PRIMARY RESIDENCE OR DOMICILE IN THE UNITED STATES, INCLUDING PUERTO RICO, THE U.S. VIRGIN ISLANDS, AND ANY OTHER POSSESSIONS OF THE UNITED STATES. IN ORDER TO BUY ATL TOKENS AND BY BUYING ATL TOKENS, THE BUYER COVENANTS, REPRESENTS, AND WARRANTS THAT NONE OF THE OWNERS OF THE COMPANY, OF WHICH YOU ARE AN AUTHORIZED OFFICER, ARE U.S. CITIZEN OR PERMANENT RESIDENT OF THE UNITED STATES, NOR DOES HE/SHE HAVE A PRIMARY RESIDENCE OR DOMICILE IN THE UNITED STATES, INCLUDING PUERTO RICO, THE U.S. VIRGIN ISLANDS, AND ANY OTHER POSSESSIONS OF THE UNITED STATES. THE BUYER COVENANTS, REPRESENTS AND WARRANTS THAT IT IS NOT CITIZEN/PERMANENT RESIDENT/COMPANY FROM ANY JURISDICTION, WHERE PURCHASE OF ATL TOKENS IS ILLEGAL, RESTRICTED OR REQUIRES SPECIAL ACCREDITATION. THE SELLER SHALL RESERVE THE RIGHT TO REFUSE SELLING ATL TOKENS TO ANYONE WHO DOES NOT MEET CRITERIA NECESSARY FOR THEIR BUYING, AS SET OUT HEREUNDER AND BY THE APPLICABLE LAW. IN PARTICULAR, THE SELLER MAY REFUSE SELLING ATL TOKENS TO U.S. CITIZENS, PERMANENT RESIDENTS OF THE UNITED STATES AND THOSE USERS WHO DO NOT MEET ANY OTHER CRITERIA SPECIFIED HEREIN. IT IS ALSO FORBIDDEN TO PURCHASE ATL TOKENS USING FUNDS CAME FROM ILLEGAL OR UNETHICAL SOURCES. AND BY BUYING ATL TOKENS HEREUNDER, THE BUYER REPRESENTS AND WARRANTS THAT HIS/HER FUNDS IN NO WAY CAME FROM ILLEGAL OR UNETHICAL SOURCES, THAT THE BUYER IS NOT USING ANY PROCEEDS OF CRIMINAL OR ILLEGAL ACTIVITY, AND THAT NO TRANSACTION INVOLVING ATL TOKENS ARE BEING USED TO FACILITATE ANY CRIMINAL OR ILLEGAL ACTIVITY.

THE BUYER REPRESENTS AND WARRANTS THAT IT IS NOT AND DOES NOT REPRESENT ANY INDIVIDUAL, LEGAL ENTITY OR PARTNERSHIP UNDER ANY SANCTIONS REGIME INTRODUCED, INTER ALIA, BY U.S., EU OR UNITED NATIONS AND THAT IT IS NOT FROM ANY TERRITORY SANCTIONED OR EMBARGOED BY AUTHORITIES MENTIONED ABOVE.

6. **Representations and Warranties.** By buying ATL tokens, the Buyer represents and warrants that:

- (a) he/she has read and understand these Terms, ATLANT Terms and Conditions (available at <http://atlant.io/assets/documents/en/Terms of Use.pdf>) and ATLANT Privacy Policy (available at <http://atlant.io/assets/documents/en/Privacy Policy.pdf>), as well as the Client's

[http://atlant.io/assets/documents/en/Atlant\\_WP\\_publish.pdf](http://atlant.io/assets/documents/en/Atlant_WP_publish.pdf));

- (b) he/she is of an age of majority to enter into these Terms, meet all other eligibility and residency requirements, and are fully able and legally competent to enter the terms, conditions, obligations, affirmations, representations and warranties set forth herein and to abide by and comply herewith;
- (c) he/she will be solely responsible for any applicable taxes imposed on the ATL tokens purchased hereunder;
- (d) he/she has in-depth knowledge and deep understanding of the crypto market, Blockchain-based systems and cryptocurrencies, as well as obtained sufficient information about the Buyer and ATL tokens to enter these Terms, and thus to purchase ATL tokens;
- (e) he/she is aware of and knows how to manage all the merits, risks and any restrictions associated with crypto market, Blockchain-based systems and cryptocurrencies;
- (f) he/she understands that crypto market is highly speculative and volatile in nature and that these Terms is in no way an investment advice or an offer to invest, as well as he/she is not purchasing ATL tokens for any investment, speculative or other financial purposes.

7. **Acknowledgment and Assumption of Risks.** By buying of the ATL tokens, the Buyer represents/warrants and accepts that:

- (a) there are certain risks associated with purchasing ATL tokens, holding ATL tokens, and using ATL tokens. By purchasing ATL tokens, the Buyer expressly acknowledge and assume such risks, including, but not limited to, risk of losing access to tokens due to loss of private key(s), risks associated with the Ethereum Protocol, risk of mining attacks, risk of hacking and security weaknesses, risks associated with markets for tokens, etc.;
- (b) that the token sale smart contract is still in an early development stage and unproven, why there is no warranty that the process for creating ATL tokens will be uninterrupted or error-free and why there is an inherent risk that the Smart-Contract System could contain weaknesses, vulnerabilities or bugs causing, inter alia, the complete loss of ETH and/or ATL tokens;
- (c) that the blockchain technology allows new forms of interaction and that it is possible that certain jurisdictions will apply existing regulations on, or introduce new regulations addressing, blockchain technology based applications, which may be contrary to the current setup of the Smart-Contract System and which may, inter alia, result in substantial modifications of the Smart-Contract System and/or the ATL tokens protocol, including its termination and the loss of ATL tokens for the Buyer.

8. **Disclaimer of Warranties and Limitation of Liability.** THE ATL TOKENS ARE TO BE PROVIDED ON AN "AS IS" BASIS AND WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED. YOU ASSUME ALL RESPONSIBILITY AND RISK WITH RESPECT TO BUYING OF ANY AMOUNT OF THE ATL TOKENS AND THEIR USE. THE BUYER HEREBY EXPRESSLY AGREES THAT, TO THE MAXIMUM EXTENT PERMITTED BY THE APPLICABLE LAW, THE SELLER DOES NOT ACCEPT ANY LIABILITY FOR ANY DAMAGE OR LOSS, INCLUDING LOSS OF BUSINESS, REVENUE, OR PROFITS, OR LOSS OF OR DAMAGE TO DATA, EQUIPMENT, OR SOFTWARE (DIRECT, INDIRECT, PUNITIVE, ACTUAL, CONSEQUENTIAL, INCIDENTAL, SPECIAL, EXEMPLARY OR OTHERWISE), RESULTING FROM ANY USE OF, OR INABILITY TO USE, THIS WEBSITE OR THE MATERIAL, INFORMATION, SOFTWARE, FACILITIES, SERVICES OR CONTENT ON THIS WEBSITE, AS

WELL AS FROM PURCHASING OF THE ATL TOKENS, REGARDLESS OF THE BASIS, UPON WHICH THE LIABILITY IS CLAIMED AND EVEN IF THE SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. THE BUYER UNDERSTANDS AND AGREES THAT THE SELLER SHALL NOT BE HELD LIABLE TO AND SHALL NOT ACCEPT ANY LIABILITY, OBLIGATION OR RESPONSIBILITY WHATSOEVER FOR ANY CHANGE OF THE VALUE OF THE ATL TOKENS. THE BUYER UNDERSTANDS AND EXPRESSLY AGREES THAT THE SELLER SHALL NOT GUARANTY IN ANY WAY THAT THE ATL TOKENS MIGHT BE SOLD OR TRANSFERRED DURING OR AFTER THE TOKE SALE. IF APPLICABLE LAW DOES NOT ALLOW ALL OR ANY PART OF THE ABOVE LIMITATION OF LIABILITY TO APPLY TO THE BUYER, THE LIMITATIONS WILL APPLY TO THE BUYER ONLY TO THE EXTENT PERMITTED BY APPLICABLE LAW. THE BUYER UNDERSTANDS AND AGREES THAT IT IS HIS/HER OBLIGATION TO ENSURE COMPLIANCE WITH ANY LEGISLATION RELEVANT TO HIS/HER COUNTRY OF DOMICILE CONCERNING PURCHASING OF THE ATL TOKENS, AND THAT THE SELLER SHOULD NOT ACCEPT ANY LIABILITY FOR ANY ILLEGAL OR UNAUTHORIZED PURCHASING OF THE ATL TOKENS. THE BUYER AGREES TO BE SOLELY RESPONSIBLE FOR ANY APPLICABLE TAXES IMPOSED ON TOKENS PURCHASED HEREUNDER.

9. **Indemnification.** To the extent allowable pursuant to applicable law, the Buyer shall indemnify, defend, and hold the Seller and/or its subsidiaries, affiliates, directors, officers, employees, agents, successors, and permitted assignees harmless from and against 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 Buyer arising out of a breach of any warranty, representation, or obligation hereunder.

10. **Intellectual Property Rights.** The Seller has valid, unrestricted and exclusive ownership of rights to use the patents, trademarks, trademark registrations, trade names, copyrights, know-how, technology and other intellectual property necessary to the conduct of selling of the ATL tokens and his activities generally. In no way shall these Terms entitle the Buyer for any intellectual property of the Seller. There are no implied licenses under these Terms, and any rights not expressly granted to the Buyer hereunder are reserved by the Seller.

11. **Jurisdiction and Dispute Resolution.** All questions concerning the construction, validity, enforcement and interpretation of these Terms shall be governed by and construed and enforced in accordance with the laws of British Virgin Islands. Any controversy or claim (collectively, "Disputes") arising out of or relating to this Agreement or the breach thereof, shall be settled by binding arbitration administered by Arbitration Rules of the BVI International Arbitration Centre ("BVI IAC Rules") in accordance with its rules, and judgment upon the award rendered by the arbitrator(s) (which is the referral of a Dispute to one or more persons charged with reviewing the Dispute and making a final and binding determination to resolve it instead of having the Dispute decided by a judge or jury in court) may be entered in any court having jurisdiction thereof. Except for any disputes, claims, suits, actions, causes of action, demands or proceedings (collectively, "Disputes") in which

either Party seeks injunctive or other equitable relief for the alleged unlawful use of intellectual property, including, without limitation, copyrights, trademarks, trade names, logos, trade secrets or patents, you and ATLANT (a) waive your and ATLANT's respective rights to have any and all Disputes arising from or related to these Terms resolved in a court, and (b) waive your and ATLANT's respective rights to a jury trial. To resolve any Dispute, controversy or claim between the Parties arising out of or relating to these Terms, or the breach thereof, the Parties agree first to negotiate 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. Notice to Company shall be sent by e-mail to Company at support@atlant.io. Notice to you shall be by email to the then-current email address in your notice. Your notice must include (a) your name, postal address, email address and telephone number, (b) a description in reasonable detail of the nature or basis of the Dispute, and (c) the specific relief that you are seeking. If you and ATLANT cannot agree how to resolve the Dispute within thirty (30) days after the date notice is received by the applicable Party, then either you or ATLANT may, as appropriate, commence an arbitration proceeding or file a claim in court in British Virgin Islands. Any Dispute arising out of or related to these Terms is personal to you and ATLANT 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. 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 as well as to resolve a Dispute as a representative of another individual or group of individuals. The arbitration hearing and all proceedings in connection therewith including all other operating rules, policies, and procedures that may be issued by ATLANT and published from time to time on the Website and any questions its existence, validity or termination shall take place in binding arbitration in BVI. The governing law of these Terms (including all other operating rules, policies, and procedures that may be issued by ATLANT and published from time to time on the Website) shall be the substantive law of BVI, without regard to conflict of law rules or principles (whether of BVI or any other jurisdiction) that would cause the application of the laws of any other jurisdiction. The language of the arbitration shall be English.

12. **Miscellaneous.** These Terms constitute the entire agreement between the Buyer and the Seller relating to the Buyer's purchase of the ATL tokens from the Buyer during the Sale Period. No provision of these Terms shall be considered waived unless such waiver is in writing and signed by the Party that benefits from the enforcement of such provision. No waiver of any provision in these Terms, 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 these Terms 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. If any term, provision, covenant or



restriction of these Terms is held by a court of competent jurisdiction to be invalid, illegal, void or unenforceable, the remainder of the terms, 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 without including any of such that may be hereafter declared invalid, illegal, void or unenforceable. The Seller may assign the Seller's rights and obligations under these Terms. Any notice or other communication given or made under these Terms shall be and may be delivered in electronic form. At any time, the Seller may make changes to these Terms as reasonably required to comply with applicable law or regulation. In cases of changes, the amended Terms will be published on [https://atlant.io/assets/documents/en/Terms\\_of-Token\\_Sale.pdf](https://atlant.io/assets/documents/en/Terms_of-Token_Sale.pdf), "Last Updated" date above will be updated as well. The amended Terms will be effective immediately. In no way, the Seller shall be liable for any delay or failure to perform any obligations under these Terms as a result of a cause beyond the Seller's reasonable control. These Terms and purchasing of the ATL tokens by the Buyer in no way create any exclusive relationship between the Buyer and the Seller nor any partnership, joint venture, employment or agency.