



PLATIO.IO

Terms of Platio Token Sale

Last Updated: October 10, 2018

These Terms of Platio Token Sale (hereinafter - the "**Terms**") summarizes the principal terms proposed by Payment Planet LLC, company, incorporated in the jurisdiction of the Cayman Islands (hereinafter - the "**Seller**", the "**Platio**") regarding the purchase of Platio Tokens (PGAS) which will be issued and transferred by the Seller to You (hereinafter - the "**Buyer**" or "**You**"). The Buyer and the Seller shall each be referred to as a "**Party**" and collectively as the "**Parties**".

Please read carefully these Terms before purchasing Platio Tokens (PGAS), as it affects 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 Platio Tokens (PGAS). By purchasing Platio Tokens (PGAS) during sale period set forth herein, you will be bound by these Terms, and thus your purchase of Platio Tokens (PGAS) is subject to these Terms.

RECITALS

WHEREAS, the Seller is to develop and implement Platio - a smart banking ecosystem that offers all-in-one secure banking for crypto and fiat, and brokerage for stocks seeking to make crypto a trusted, widespread mean of payment (hereinafter - the "**Platform**"); and

WHEREAS, the Seller is going to issue ERC-20 digital tokens called PGAS Tokens being the only payment tool (a tool for the payment of commissions, fees and subscriptions within the Platform) allowed on the Platform (hereinafter - "**PGAS Tokens**" or "**PGAS**") which the Seller is willing to sell to the Buyer during the established sale period as described hereunder; and

WHEREAS, the Buyer is willing to purchase the PGAS 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 PGAS TOKENS

The Buyer understands and accepts that PGAS Tokens will be used as the utility tokens (the only payment tool allowed within the Platform). PGAS Tokens certify a right of its holders to pay commissions and fees and to make a subscription payment for Platio services (which are described in Platio Whitepaper and in Platio Terms and Conditions) within the Platform. You understand and accepts that ownership of the PGAS Tokens in no way grants any rights, express or implied, other than the right to use the PGAS Tokens as payment tool within the Platform.

You expressly agree that the PGAS 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 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 Whitepaper to describe matters related to Platio project, included, but not limited to, any technological aspects and software matters. HOWEVER, PLATIO WHITEPAPER IN NO WAY CONSITUTES A LEGALLY BINDING AGREEMENT, CONTRACT, DECISION, ETC. BETWEEN THE SELLER AND THE BUYER.

2. SCOPE OF TERMS

The Buyer hereunder commits to purchase PGAS Tokens for Bitcoins (BTC), ETHEREUM (ETH), DASH coins (DASH), Litecoins (LTC), Euros (EUR) and the Seller hereby expressly agrees to issue and sell PGAS Tokens. In order to do so the Buyer will transfer payment as set forth herein and the Seller will allocate an amount of PGAS Tokens which is equivalent to the payment to the ETH-Wallet of the Buyer after the Public Token Sale ends.

Unless otherwise stated herein, these Terms govern purchase of PGAS Tokens by the Buyer from the Seller during the Public Token Sale period from November 26, 2018 (12:00 PM EET) to December 9, 2018 (12:00 PM EET) (hereinafter – «**Sale Period**»).

The use of PGAS Tokens and relations between the Parties may be governed by any other applicable terms and policies placed on <https://platio.io>. The Buyer agrees and acknowledges that, to the extent applicable to the Buyer, all statutory obligations in connection with taxes incurred, directly or indirectly, in connection with the Buyer`s purchase, ownership and subsequent transfer of PGAS Tokens (PGAS), shall be the sole responsibility of the Buyer.

3. ACCEPTANCE, PURCHASE PRICE AND PAYMENT

By buying PGAS Tokens and/or buy signing these Terms hereunder, the Buyer expressly accepts all terms and conditions described herein and agree to be bound thereby and comply therewith.

The standard purchase price per 100 (one hundred) PGAS Tokens shall constitute 20 EUR (twenty Euro) or another equivalent in cryptocurrency. However, the Seller provides the early Buyers with a bonus, i.e. additional distribution of some percent of PGAS Tokens, already purchased under the terms of these Terms. The accrual of bonus has the following schedule:

- 10-15% of PGAS Tokens, purchased under the terms of these Terms, are allocated if the Buyer purchases the Tokens during November 12 – 25, 2018;
- 0-8% of PGAS Tokens, purchased under the terms of these Terms, are allocated if the Buyer purchases the Tokens during November 26 – December 9, 2018;

Each Buyer who purchases PGAS Tokens during the above-mentioned periods shall get the relevant amount of bonuses on the ETH-Wallet of the Buyer.

In order to purchase PGAS Tokens the Buyer shall send EUR or ETH/BTC/DASH/LTC (EUR equivalent according to the relevant exchange rate at <https://coindesk.com> at the time of payment to the Company) in the amount which is equivalent to the amount of PGAS Tokens the Buyer is willing to receive for such payment to the ETH-wallet of the Seller. The Seller will distribute PGAS Tokens only after the KYC procedure has been successfully completed and the Sale period ends.

The Buyer is obliged to strictly follow any and all requirements and procedures set forth by the Seller, including KYC/AML measures. Only if KYC procedure would be successful, the Buyer would be a lawful holder of PGAS Tokens. If the Buyer fails to pass the KYC procedure, the Seller shall not distribute PGAS Tokens. The Seller is not liable for the inability of the Buyer to receive or use PGAS Tokens because of Buyer's failure to follow any of the requirements and procedures of the Seller or due to any possible misrepresentations of the Buyer and shall not make any refunds of prior contributions.

4. OTHER CONDITIONS OF PGAS TOKENS SALE

The Seller will issue the amount of 397 500 000 (three hundred ninety-seven million five hundred thousand) PGAS Tokens. However, during the Private and Public Token Sale campaign, the Seller is willing to sell only 238 500 000 (two hundred thirty-eight million five hundred thousand) PGAS Tokens, that constitute is 65% of all PGAS Tokens.

Soft cap. Soft cap constitutes EUR 5 000 000 (five million euro) and means the minimum amount of raised funds that will determine the success of the Token Sale and will help the Seller to develop and implement Platform as intended. If Soft Cap is not reached, the Seller will not allocate PGAS Tokens to the Buyers and will return funds to the Buyers. The Seller may, at its discretion, determine that the Soft Cap is reached when the aggregate amount of payments transferred by the Buyers is close to the Soft Cap.

Hard Cap. Hard cap constitutes EUR 34 500 000 (thirty-four million five hundred thousand euro) and means the maximum amount of raised funds required to develop and implement Platform. If Hard Cap is reached, the Seller will stop accepting payments from the Buyers, and the Platio Token Sale will come to the end. The Buyer may not purchase PGAS Tokens hereunder after Hard Cap is reached. If Hard Cap is not reached, the Seller will terminate PGAS Tokens that have not been sold during Platio Token Sale, thus reducing the total amount of PGAS Tokens.

5. THE BUYER'S ETH-WALLET

In order to receive PGAS Tokens, the Buyer shall have ETH-Wallet and a private key to it since the token distribution might be carried out using specially deployed token sale smart contract. The Buyer may be required to manually set their ETH-Wallet to watch the token sale smart contract to receive PGAS Tokens after their issuance by the Seller. The Buyer shall not use any online exchange services, Jaxx and multi-signature wallets to receive purchased PGAS Tokens. The Buyer hereunder confirms, represents and warrants that he/she will use only a wallet he/she have a private key in order to receive purchased PGAS Tokens. The Seller will transfer relevant amount of the PGAS Tokens to the Buyer's ETH-Wallet once token sale ends.

6. SOURCE OF FUNDS

The funds used for the payment hereunder shall not directly or indirectly come from any illegal sources. The Buyer hereby expressly represents and warrants that he/she is not using any proceeds of criminal or illegal activity, including money laundering of any form. The Buyer agrees to hold the Seller harmless of any investigation or proceedings related to the source of Buyer's funds transferred to the Seller in the course of Platio Token Sale. The Buyer also warrants to the Seller that no transaction involving PGAS Tokens will be used to facilitate any criminal or illegal activity, including money laundering and terrorism financing.

7. EXCHANGES

Purchased PGAS Tokens may be sold and transferred by the Buyer at any time after Token Sale ends via cryptocurrency exchanges at its own risk and without any interference of the Seller, subject to PGAS Tokens listing on any of the cryptocurrency exchanges. The Buyer acknowledges that the Seller cannot ensure and/or secure listing of the PGAS Tokens on such exchanges as it is the discretion of cryptocurrency exchanges whether to list PGAS Tokens.

8. REFUND AND CANCELLATIONS

The Buyer acknowledges and accepts that following the completion of the token sale campaign, the Seller is entitled to use received payments to finance the Seller's operational activities, development and marketing. To the extent allowable pursuant to applicable law, the Buyer's purchase of PGAS Tokens from the Seller is final, and thus there are no refunds and/or cancellations except otherwise is specified in these Terms.

9. PURCHASE LIMITATIONS

Prohibited Jurisdictions. PGAS Tokens are intended to be marketed and sold to participants only in those jurisdictions in and to those persons where and to whom they lawfully may be offered for sale. By signing these Terms and/or by buying PGAS Tokens

hereunder, the Buyer represents and warrants that the Buyer does not violate the laws of their country and the in territory on which the he/she is located. The Seller may refuse from transactions with any person identified as citizen or permanent resident of prohibited jurisdictions., unrecognized and/or partly recognized territories and/or states.

MOREOVER, UNITED STATES, SINGAPORE, PUERTO RICO, U.S. VIRGIN ISLANDS (AND ANY OTHER POSSESSIONS OF THE UNITED STATES OR SINGAPORE) CITIZENS AND RESIDENTS ARE NOT ELIGIBLE TO PARTICIPATE IN PLATIO TOKEN SALE CAMPAIGN. THE BUYER IS ONLY ALLOWED TO PURCHASE PGAS TOKENS IF AND BY BUYING PGAS TOKENS AND/OR SIGNING THESE TERMS HE/SHE COVENANTS, REPRESENTS, AND WARRANTS THAT HE/SHE IS NEITHER A U.S., SINGAPORE CITIZEN OR PERMANENT RESIDENT OF THE UNITED STATES, SINGAPORE, NOR DOES HE/SHE HAS A PRIMARY RESIDENCE OR DOMICILE IN OR MAKES HIS / HER TRANSACTIONS FROM THE UNITED STATES, INCLUDING PUERTO RICO, THE U.S. VIRGIN ISLANDS, SINGAPORE, AND ANY OTHER POSSESSIONS OF THE UNITED STATES, SINGAPORE. IN ORDER TO BUY PGAS TOKENS AND BY BUYING PGAS TOKENS AND/OR SIGNING THESE TERMS, THE BUYER COVENANTS, REPRESENTS, AND WARRANTS THAT NONE OF THE OWNERS OF THE COMPANY, OF WHICH HE/SHE IS AN AUTHORIZED OFFICER, ARE U.S. CITIZEN OR PERMANENT RESIDENT OF THE UNITED STATES, SINGAPORE, NOR DOES HE/SHE HAVE A PRIMARY RESIDENCE OR DOMICILE IN OR MAKES TRANSACTIONS FROM THE UNITED STATES, SINGAPORE, INCLUDING PUERTO RICO, THE U.S. VIRGIN ISLANDS, AND ANY OTHER POSSESSIONS OF THE UNITED STATES, SINGAPORE. SHOULD THIS CHANGE AT ANY TIME, HE/SHE SHALL IMMEDIATELY NOTIFY THE SELLER. THE SELLER SHALL RESERVE THE RIGHT TO REFUSE SELLING PGAS TOKENS TO ANYONE WHO DOES NOT MEET CRITERIA NECESSARY FOR PGAS TOKENS BUYING, AS SET OUT HEREUNDER AND BY THE APPLICABLE LAW. IN PARTICULAR, THE SELLER MAY REFUSE SELLING PGAS TOKENS TO U.S., SINGAPORE 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 PGAS TOKENS USING FUNDS GAINED FROM ILLEGAL OR UNETHICAL SOURCES OR RECEIVED IN RESULT OF MONEY LAUNDERING. BY BUYING PGAS TOKENS HEREUNDER, THE BUYER REPRESENTS AND WARRANTS THAT THEIR FUNDS IN NO WAY CAME FROM ILLEGAL OR UNETHICAL SOURCES, THAT THE BUYER IS NOT USING ANY PROCEEDS OF CRIMINAL OR ILLEGAL ACTIVITY OR MONEY LAUNDRY, AND THAT NO TRANSACTION INVOLVING PGAS TOKENS IS BEING USED TO FACILITATE ANY CRIMINAL OR ILLEGAL ACTIVITY OR PERFORM MONEY LAUNDERING.

IT MAY ALSO BE PROHIBITED FOR CITIZENS AND RESIDENTS OF UNRECOGNIZED AND/OR STATES TO PARTICIPATE IN PLATIO SALE CAMPAIGN. THE SELLER MAY REFUSE SELLING

TOKENS TO CITIZENS AND RESIDENTS OF UNRECOGNIZED AND/OR PARTLY RECOGNIZED TERRITORIES AND/OR STATES.

Sanction Policy. The Seller may refuse from transactions with any person (a) identified or acting on behalf of any person identified as a “Specially Designated National”; (b) established in, resident in, or otherwise operating from countries or territories subject to Sanctions lists, including United Nations, European Union, UK Treasury and US Office of Foreign Assets Control (OFAC) sanctions lists in all jurisdictions in which the Seller operates.

10. REPRESENTATIONS AND WARRANTIES

By signing these Terms and/or by buying PGAS Tokens hereunder, the Buyer represents and warrants that:

- (a) he/she is of an age of majority to enter into these Terms, meets all other eligibility and residency requirements, and is 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;
- (b) he/she has in-depth knowledge and deep understanding of the crypto market, Blockchain-based systems and cryptocurrencies;
- (c) 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;
- (d) he/she understands that crypto market is highly speculative and volatile in nature and that this Agreement is in no way an investment advice or an offer to invest;
- (e) he/she agree and acknowledge that PGAS Tokens (PHT) are not to be construed, interpreted, classified or treated as: any kind of currency other than cryptocurrency; debentures, stocks or shares issued by any person or entity; rights, options or derivatives in respect of such debentures, stocks or shares; rights under a contract for differences or under any other contract the purpose or pretended purpose of which is to secure a profit or avoid a loss; units in a collective investment scheme; units in a business trust; derivatives of units in a business trust; or any other security or class of securities.

11. ACKNOWLEDGMENT AND ASSUMPTION OF RISKS

By signing these Terms and/or by buying PGAS Tokens hereunder, the Buyer represents/warrants and accepts that:

- (a) there are certain risks associated with purchasing PGAS Tokens, holding PGAS Tokens, and using PGAS Tokens. By purchasing PGAS Tokens, the Buyer expressly acknowledges and assumes such risks, including, but not limited to, risk of losing access to the PGAS Tokens in their possession due to loss of private key(s) or password, as well as any other registration information, risks associated with both Bitcoin and Ethereum Protocol, risks associated with markets for tokens, etc.
- (b) that the Platform concept is still in a development stage and unproven, why there is no warranty that the process for creating PGAS Tokens will be uninterrupted or error-free and why there is an inherent risk that the Platform could contain weaknesses, vulnerabilities or bugs causing, inter alia, the complete loss of funds and/or PGAS 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 Platform and which may, inter alia, result in substantial modifications of the Platform and/or the PGAS Tokens protocol, including its termination and the loss of PGAS Tokens for the Buyer.
- (d) there is always a possibility of changing token sale regulations across the world, including, but not limited to, possibility of token sales' ban in particular jurisdictions, and thus the Seller cannot be responsible for these regulatory changes, as well as cannot guarantee any refunds and cancellations.

12. DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY

The PGAS Tokens are to be provided on an "as is" basis and without any warranties of any kind, either expressed or implied. The Buyer assumes all responsibility and risks with respect to the purchase of any amount of the PGAS Tokens and their use. The Buyer hereunder expressly agrees that, to the extent allowable pursuant to applicable law, 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 PGAS Tokens. The Buyer understands and expressly agrees that the Seller shall not guarantee in any way that the PGAS Tokens can be sold or transferred during or after the Pre-Sale and/or token sale periods. The Buyer

understands and agrees that it is their obligation to ensure compliance with any legislation relevant to their country of domicile concerning purchasing of the PGAS Tokens, and that the Seller should not accept any liability for any illegal or unauthorized purchasing of the PGAS Tokens. The Buyer agrees to be solely responsible for any applicable direct or indirect taxes, duties, levies imposed on the acquisition, ownership and subsequent transfer of PGAS Tokens purchased hereunder.

13. 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.

14. JURISDICTION AND DISPUTE RESOLUTION

All questions concerning the construction, validity, enforcement and interpretation of these Terms and all Accompanying Documents shall be governed by and construed and enforced in accordance with the laws of England and Wales. Any dispute arising out of or in connection with these Terms, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration under the London Court of International Arbitration ("LCIA") Rules, which Rules are deemed to be incorporated by reference into this clause. The number of arbitrators shall be one. The seat, or legal place, of arbitration shall be London. The language to be used in the arbitral proceedings shall be English.

15. MISCELLANEOUS

These Terms constitute the entire agreement between the Buyer and the Seller relating to the Buyer's purchase of PGAS Tokens from the Buyer during the Sale Period. Some of the terminology specified in these Terms is defined in the Platio Terms and Conditions which are binding for the parties hereto. Please read them carefully together with these Terms. 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. 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. 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://platio.io/>, “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 PGAS 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.