

## SHOWMEBIZ TOKEN SALE AGREEMENT

Your purchase of expocoin tokens during the token sale period from showmebiz ltd is subject to this token sale agreement (“agreement”, “terms”). Each of you and company is referred to as a “party”, and together – as the “parties”.

Please read this agreement with due care. If you do not agree to this agreement, then do not purchase tokens. By utilizing the website located at <https://showmebiz.io> ("website") and products offered therein, you acknowledge that you have read this agreement and that you agree to be bound by it. In the event you do not agree to any or all of the provisions of this agreement, you shall not become an authorized user of these services and you should not use neither the website nor its products. “you” may be referred to you or the entity you represent.

Should you desire us to sign a separate token sale agreement with the company you represent, please, contact us at [info@showmebiz.pro](mailto:info@showmebiz.pro) to start the verification procedure and negotiations regarding signing the said agreement.

Showmebiz ltd reserves the right to change, modify, add or remove provisions of this agreement at any time for any reason. We suggest that you review this agreement periodically for changes. Such changes shall be effective immediately upon we post them on the website. You acknowledge that by accessing our website after we have posted changes to this agreement, you consent to the modified provisions.

Please be advised that ownership of tokens carries no rights, express or implied, other than the right to use such tokens as a means to enable usage of and interaction with the platform, if successfully completed and deployed. Tokens are not intended to be a cryptocurrency, regardless of what legal meaning word “cryptocurrency” has, security, commodity or any other kind of financial instrument.

This agreement does not constitute any investment advice or counsel or solicitation for investment in any security and shall not be construed in that way. This agreement does not constitute or form part of, and should not be construed as, any offer for sale or subscription of, or any invitation to offer to buy or subscribe for, any securities, nor for the tokens.

The company disclaims any and all responsibility for any direct or indirect loss or damage of any kind whatsoever arising directly or indirectly from: (i) reliance on any information contained in this document, (ii) any error, omission or inaccuracy in any such information or (iii) any action resulting therefrom. The citizens or residents of the united states, singapore, china, southern korea (the “other countries”) must not buy expocoin tokens and are not eligible to participate in the expocoin token sale due to various taxation and regulatory issues, otherwise the company shall not hold any responsibility for such purchase. If you buy expocoin tokens you warrant and guarantee that you are neither u.s. or singapore or chinese or southern korea citizen, permanent resident or have primary domicile in those countries. If you are acting on behalf of the legal entity you warrant and covenant that none of the company’s owners are residents or citizens of the other countries. Should your resident status or citizenship change you shall immediately notify us at [info@showmebiz.pro](mailto:info@showmebiz.pro). We reserve the right to refuse the sale of expocoin tokens to anyone from the other countries which shall



include the right to claim the expocoin tokens back if your resident status or citizenship changes and becomes from the other countries.

In particular, nothing in this agreement constitutes an offer of securities for sale in the USA, other countries and in any other jurisdictions where it is unlawful to do so. The securities have not been, and will not be, registered under the U.S. Securities Act or the securities laws of any state of the United States or other jurisdictions and the securities may not be offered or sold within the United States or to, or for the account or benefit of, U.S. persons (as defined in regulations under the Securities Act) except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the U.S. Securities Act and applicable state or local securities laws. The following agreement may not be forwarded or distributed to any other person and may not be reproduced in any manner whatsoever. Any forwarding, distribution or reproduction of this agreement in whole or in part is unauthorized. Failure to comply with this directive may result in a violation or result in a violation of the U.S. Securities Act or the applicable laws of other jurisdictions.

The company shall not be held liable for any legal or monetary consequence arising of buying expocoin tokens by U.S., Singapore, China and Southern Korea citizens or residents, or their use of the platform.

By purchasing tokens from us during the sale period and/or using them in connection with the platform (as defined below), you will be bound by this token sale agreement and all terms incorporated by reference. If you have any questions regarding this token sale agreement, please contact us at [info@showmebiz.pro](mailto:info@showmebiz.pro).

You and Company agree as follows:

## TERMS AND DEFINITIONS

- 1. Accompanying Documents** – other ShowMeBiz Token Sale regulatory documents accompanying and detailing these Terms, being inalienable part hereof and published on the Website (including, but not limited to the technical White Paper, ShowMeBiz Privacy and AML/KYC Policy. In case of any discrepancies between Accompanying Documents and the Terms, the latter shall apply.
- 2. Applicable Law** – laws of Malta applicable under these Terms to any and all relations between a User and Company.
- 3. Cryptocurrency** – digital currency, represented by Bitcoin (BTC) and Ethereum (ETH) used by Users to exchange it for EXPOCOIN Tokens. For purposes of convenience and only for that sole purpose the word “purchase” may be used to refer to Cryptocurrency for EXPOCOIN Tokens exchange, however, this in no way defines or compares Cryptocurrency to money or any type of financial asset, product or instrument.
- 4. PLATFORM** – an innovative platform designed to change the standards of development, maintenance and interaction between all kinds of businesses around the world with the help of virtual reality and augmented reality technologies. Enables usage and interaction with ShowMeBiz Services as well.
- 5. ShowMeBiz LTD** (also referred to as “Company”, “We”, “Us”) – a company incorporated under the legislation of Malta for the purpose of ShowMeBiz project development and implementation, not being a financial entity, stock, exchange, investment entity or a partner, employer, agent or adviser for any User.
- 6. Expocoin** – a currency on the ShowMeBiz Platform. It is expressly agreed that 1 Expocoin equals 1 Expoblock. Detailed information on Expoblock nature and usage is available at [[link to Whitepaper](#)].
- 7. Expocoin Price** – **1\$-1.75\$** (1 Sale Period ICO)



8. **ShowMeBiz** (also referred to as “**Platform**”) – an innovative platform designed to change the standards of development, maintenance and interaction between all kinds of businesses around the world with the help of virtual reality and augmented reality technologies.
9. **ShowMeBiz Services (“Services”)** – all services available on the Platform.
10. **Expocoin (“Tokens”)** – cryptographic tokens, which are software digital products (not being cryptocurrency), which are created by the Company and provide solely the limited right to use ShowMeBiz Services by way of exchanging Expocoin tokens to services, provided by the Platform. The Expocoin token is designed as a decentralized ERC20 token on the Ethereum blockchain.
11. **ShowMeBiz Token Sale (“Token Sale”, “Crowdsale”)** – an offering of Expocoin Tokens to eligible Users to purchase Expocoin Tokens during the Sale Period, according to the respective phases (launches) and Expocoin Tokens Price described on the Website and in Whitepaper.
12. **ShowMeBiz Tokens Sale Period (“Tokens Sale Period”, “Sale Period”)** - Stage 1 ISO - from 01.20.18 to 09.25.18.  
The subsequent stages “Sale Period” ICO start from the moment of filling 80% of the blocks distributed during the previous “Sale Period” ICO.
13. **User** (also referred to as “**You**”) – any person, who uses the Website, with or without prior registration and authorization using the Account and purchases Expocoin Tokens. The Company reserves its right to set forth at any time upon its own discretion special eligibility or other requirements to certain Users to participate in a certain phase of ShowMeBiz Token Sale as shall be mentioned on the Website and White Paper.
14. **Website** – the website maintained and owned by the Company at <https://showmebiz.io>
15. **Whitepaper** – one of the official Accompanying Documents published by the Company on the Website, describing the idea and purpose of the ShowMeBiz Platform, technical and marketing details of the ShowMeBiz Token Sale, as well as Expocoin Tokens Price and Tokens Sale Period.

## ACQUISITION OF TOKENS

1. You agree to purchase and we agree to sell Expocoin Tokens. The minimal number of Tokens that can be purchased is equivalent to the amount of one hundred (100). We reserve the right to refuse or cancel Tokens purchase requests at any time in our sole discretion.
2. Unless otherwise stated herein, this Token Sale Agreement governs only your purchase of Tokens from us during the Token Sale. Tokens distributed during the Sale Period will constitute ten (10) % of the total number of Tokens generated.
3. The price of the Tokens is nominated in USD, 1 Token is equal to 1\$ - 1.75\$ (1 Sale Period ICO )
4. To purchase Tokens the Company may request you to provide the documents to conduct KYC procedure mentioned in Section 10 of this Agreement in accordance with ShowMeBiz KYC & AML Policy that can be accessed via the Website.
5. The use of Tokens in connection with the PLATFORM may be governed by other applicable terms and policies (collectively, the “PLATFORM Terms and Policies”) that may be devised in the future by the Company’s in its sole discretion. Any PLATFORM Terms and Policies we may decide to promulgate in the future will be available on the Website and effective at the time of posting on the Website. Any modification to those Platform Terms and Policies will also be effective at the time of posting on the Website. To the extent of any conflict with these Terms, the Platform Terms and Policies shall prevail with respect to any issues relating to the use of Tokens in connection with the Platform.

## REFUND POLICY

- 3.1. All submitted funds will not be refunded to the participants because once we received the funds we use them immediately for the development of the Platform.



## INTELLECTUAL PROPERTY

4.1 We retain all rights, titles and interests in all of our intellectual property, including inventions, discoveries, processes, marks, methods, compositions, formulas, techniques, information and data, whether or not patentable, copyrightable or protectable in trademark, and any trademarks, copyrights or patents based thereon. You may not use any of our intellectual property for any reason, except with our express, prior, written consent.

4.2. We retain all intellectual property rights, mostly, but not limited, to copyright, over the source code forming Tokens. These Terms shall not be understood and interpreted in a way that they would mean assignment of intellectual property rights, unless it is explicitly defined so in this Agreement.

4.3. We grant you a non-exclusive, non-transferable, revocable license to access and use the Platform. Limitation to the transferability of license shall not be understood in a way, that the users are not allowed to transfer Tokens to third parties.

4.4. You shall use the Website, the Platform and the Tokens strictly in accordance with the provisions of this Agreement and the respective Whitepaper. As a condition of your use of the Website, the Platform and Tokens you warrant to the Company that you will not use the Website, the Platform and Tokens for any purpose that is unlawful or prohibited by the provisions of this Agreement. You may not use the Tokens in any manner that could damage, disable, overburden, or impair the Website or interfere with any other party's use and enjoyment of the Website and the PLATFORM. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Website, the PLATFORM and/or Tokens and/or other services provided thereto.

4.5. All content included on the Website, including the Tokens, the Platform, and associated products and services, such as, but not limited to, text, graphics, logos, images, source code, as well as the compilation thereof, and any software used on the Website is the property of the Company and protected by copyright, trademark and other laws that protect intellectual property and proprietary rights. You agree to observe and abide by all copyright and other proprietary notices, legends or other restrictions contained in any such content and will not make any changes thereto.

## SECURITY

5.1. You shall implement appropriate measures designed to secure access to (i) any device linked with the email address associated with your account, (ii) private keys required to access any relevant cryptocurrency address, and (iii) your username, password and any other login or identifying credentials.

5.2. In case you suspect a security breach in any of the above mentioned, you shall inform us immediately so we can take all required and possible measures to secure your account, Tokens and systems as whole.

5.3. In the event that you are no longer in possession of any device associated with your account or are not able to provide your login or identifying credentials, we may, in our sole discretion, and only if we are able, grant access to your account to any party providing additional credentials to us. We explicitly reserve the right to determine the additional credentials required, which may include, without limitation, a sworn, notarized statement of identity.

## PRIVACY

6.1. It is expressly agreed that in order to comply with applicable laws and regulations in connection with selling Tokens to you, we reserve the right to request documentation, prior we activate your account at the Platform and the Website. We may refuse you access to the Platform and Website should we have doubts as to validity, authenticity and genuineness of the documents, provided by you.

6.2. You agree to provide us with such information promptly upon request, and you acknowledge that we may refuse to sell Tokens to you until you provide such requested information and we have determined that it is permissible to sell Tokens to you under Applicable Laws or regulations.



6.3. It is expressly agreed that we collect only what we need and will not share your personal information with any third parties' other than our identity verification partner, should the latter be involved. Even within the Company, access to your personal information is limited to a subset of employees who work on compliance and identity verification matters. We are the only data controller and processor.

6.4. Throughout this policy, we use the term "Personal Information" to describe information that can be associated with a specific person and can be used to identify that person. We do not consider personal information to include information that has been anonymized so that it does not identify a specific User.

6.5. We are sometimes required to compare the personal information you provide to third party databases in order to verify its accuracy and confirm your identity. This allows us to comply with anti-money laundering and "Know Your Customer" regulations. We will not sell or rent your personal information to third parties. We may combine your information with information we collect from other companies and use it to improve and personalize the Website and our Services, as well as our content and advertising. We may use your name and email address to provide you with information about Services that may be of interest to you, but we will not use your personal information without complying with applicable laws and, where appropriate, obtaining your consent.

6.6. We reserve our right to share your personal information with:

- companies that we plan to merge with or be acquired by (should such a combination occur, we will require that the newly combined entity follow these terms with respect to your personal information, and you would as well receive prior notice of any change in applicable policy);
- third party identification services providers for fraud prevention purposes;
- law enforcement, government officials, or other third parties when i) we are compelled to do so by a subpoena, court order, or similar legal procedure; or ii) we believe in good faith that the disclosure of personal information is necessary to prevent physical harm or financial loss, to report suspected illegal activity or to investigate violations of our terms;
- other third parties only with your prior consent or direction to do so.

6.7. Company will not provide your personal information to any other Company's users without your consent or direction.

6.8. Please read our Privacy Policy for the details on what information do we collect, why do we need it, how long does it stay in our possession and more.

## **TAXES**

7.1. All your factual and potential tax obligations are your concern and the Company is not in any case and under no conditions bound to compensate for your tax obligation or give you any advice related to tax issues, including but not limited what kind of filing or reporting you need to do with the competent tax authority, which taxes and to which extent you are obliged to pay, which tax exemptions you are eligible to etc.

7.2. The purchase price that you pay for Tokens is exclusive of all applicable taxes. You are responsible for determining what, if any, taxes apply to your purchase of Tokens, including, for example, sales, use, value added, and similar taxes. It is also your responsibility to withhold, collect, report and remit the correct taxes to the appropriate tax authorities. We are not responsible for withholding, collecting, reporting, or remitting any sales, use, value added, or similar tax arising from your purchase of Tokens.

## **TERMINATION OF ACCESS**

8.1. The Company reserves the right, in its sole discretion, to terminate your access to the Website, the Platform and its Services or any portion thereof at any time, without notice, in particular due to legal grounds originating in anti-money laundering and know your client regulation and procedures.



## **MIGRATION OF TOKENS (POSSIBILITY)**

9.1. The Tokens are being created as ERC-20 tokens on the Ethereum protocol. We reserve the right to migrate the ERC-20 based Tokens to another protocol and to generate replacement Tokens on the new protocol in the future, should we determine, in our sole discretion, that doing so is necessary or useful to the operation of the Platform.

9.2. If we decide to migrate the Tokens, we may no longer provide support for the Tokens on the Ethereum protocol relating to the Platform, the Services, or any other operational matters, except with respect to the migration process. Although Company does not at this time anticipate that it will require any Token holders to convert their Tokens on the Ethereum protocol to Tokens on another protocol, Company anticipates there will be significant incentives for owners of Tokens on the Ethereum protocol to do so, since the practical utility of such Tokens will likely diminish rapidly once the replacement Tokens are created and in use by a significant portion of Platform participants. Accordingly, by accepting these Terms you acknowledge and agree that in order for you to continue to participate in the Platform or obtain utility from the Tokens you may need to convert the Tokens you purchase during the ShowMeBiz Token Sale to replacement Tokens in the future.

9.3. In the event we decide to migrate the Tokens, we will notify you via the email address you provided to us at the time of the Tokens Sale. Please be advised that you are solely responsible for updating us should your contact information change.

## **AML / KYC POLICY**

1. The Company and its Affiliates strictly follow Anti-Money Laundering (AML), “Know-Your-Customer” (KYC) and other banking or government regulations in respective jurisdictions. Each and any User fully agrees to assist the Company in fulfillment of the mentioned regulations and provide any necessary information if such is required from the User by the authorized authority. For more detail on AML and KYC Policy please read ShowMeBiz AML & KYC Policy that can be accessed on the Website.

2. As part of our commitment to the prevention of money laundering, Company will not tolerate any Expocoin tokens-holder abusing their services for such matters. If Company suspects any client is abusing their services for the purposes of money laundering, they reserve the right to freeze any funds used to purchase Expocoin Tokens. Company reserves the right to report any suspicious activities to the police or relevant authorities without the client's knowledge.

## **NOTICES**

1. We may provide any notice to you under this Agreement by: (i) posting a notice on the Website; or (ii) sending an email to the email address that is associated with your account. Notices we provide by posting on the Website will be effective upon posting and notices we provide by email will be effective when we send the email. It is your responsibility to keep your email address current. You will be deemed to have received any email sent to the email address then associated with your account when we send the email, whether or not you actually receive or read the email.

2. To give us notice under this Agreement, you must contact us by email to [info@showmebiz.pro](mailto:info@showmebiz.pro). We may update this email address for notices to us by posting a notice on our website. Notices to us will be effective one business day after they are sent.

3. All communications and notices to be made or given pursuant to this Agreement must be in English.



## DISCLAIMER

12.1. To the fullest extent permitted by applicable law and except as otherwise specified in a writing by us, (a) tokens are sold on an “as is” and “as available” basis without warranties of any kind, and we expressly disclaim all implied warranties as to tokens, including, without limitation, implied warranties of merchantability, fitness for a particular purpose, title and non-infringement; (b) we do not represent or warrant that tokens are reliable, current or error-free, meet your requirements, or that defects in tokens, if such are found, will be corrected; and (c) we cannot and do not represent or warrant that tokens or the delivery mechanism for tokens are free of viruses or other harmful components.

## LIMITATION OF LIABILITY

13.1. Company, its affiliates and their respective officers, employees or agents will not be liable to you or anyone else for any damages of any kind, including, but not limited to, direct, consequential, incidental, special or indirect damages (including but not limited to lost profits, trading losses or damages that result from use or loss of use of this website and its products), even if the Company has been advised of the possibility of such damages or losses, including, without limitation, from the use or attempted use of the Website and/or Company’s products or another linked website.

13.2. Due to the Company’s products being offered on the internet (meaning both the World Wide Web and the Ethereum blockchain) the Company understands that there is a possibility that there might be a certain “flow back” of the Company’s products into the U.S., Singapore, China, Southern Korea or to the citizens or residents of the mentioned countries. If you are the citizen or resident of these countries, regardless of your precise location, you are restricted in buying tokens and if you buy them you do it at your own risk and under no circumstances shall company hold responsibility for such purchase of tokens.

13.3. Further, neither We nor any of our affiliates or licensors will be responsible for any compensation, reimbursement, or damages arising in connection with: (a) your inability to use the Tokens, including without limitation as a result of any termination or suspension of the Ethereum network or this agreement, including as a result of power outages, maintenance, defects, system failures or other interruptions; (b) the cost of procurement of substitute goods or services; (c) any investments, expenditures, or commitments by you in connection with this Agreement or your use of or access to the Tokens; or (d) any unauthorized access to, alteration of, or the deletion, destruction, damage, loss or failure to store any data, including records, private key or other credentials, associated with any Token.

13.4. To the fullest extent permitted by Applicable Law, you will indemnify, defend and hold harmless Company and our 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 (the “Company Parties”) from and against all claims, demands, actions, damages, losses, costs and expenses (including attorneys’ fees) that arise from or relate to: (i) your purchase or use of Tokens, (ii) your responsibilities or obligations under this Agreement, (iii) your violation of this Agreement, or (iv) your violation of any rights of any other person or entity.

13.5. You will defend, indemnify, and hold harmless us, our affiliates and licensors, and each of their respective employees, officers, directors, and representatives from and against any claims, damages, losses, liabilities, costs, and expenses (including reasonable attorney fees) arising out of or relating to any third-party claim concerning this Agreement or your use of Tokens contrary to the terms of this Agreement. If we or our affiliates are obliged to respond to a third-party subpoena or other compulsory legal order or process described above, you will also reimburse us for reasonable attorney fees, as well as our employees’ and contractors’ time and materials spent responding to the third-party subpoena or other compulsory legal order or process at reasonable hourly rates.

13.6. The information, software, services included in or available through the Website may include inaccuracies or typographical errors. Changes are periodically added to the information herein. Company may make improvements and/or changes in the Website at any time. Company makes no representations about the suitability, reliability, availability, timeliness, and accuracy of the Tokens, the Website, information, software,



services and related graphics contained on the Website for any purpose. To the maximum extent permitted by Applicable Law, Tokens, the Website, all such information, software, services and related graphics are provided "as is" without warranty or condition of any kind. Company hereby disclaims all warranties and conditions with regard to the Tokens, the Website, information, software, services and related graphics, including all implied warranties or conditions of merchantability, fitness for a particular purpose, title and non-infringement.

## REPRESENTATIONS AND WARRANTIES

- 14.1. By participating in the Token Sale, you represent and warrant the following.
- 14.2. You have read and understand this Agreement (including all Exhibits).
- 14.3. You have a sufficient understanding of the functionality, usage, storage, transmission mechanisms and other material characteristics of cryptographic tokens like Bitcoin and Ether, token storage mechanisms (such as token wallets), blockchain technology and blockchain-based software systems to understand the terms of this Agreement and to appreciate the risks and implications of purchasing Tokens.
- 14.4. You have carefully reviewed the code of the smart contract system located on the Ethereum blockchain and fully understand and accept the functions implemented therein.
- 14.5. You understand the possibility of Possible Migration of Tokens as described in this Agreement and what this entails.
- 14.6. You have obtained sufficient information about Tokens to make an informed decision to purchase Tokens.
- 14.7. You understand the restrictions and risks associated with the creation of Tokens by the smart contract system as set forth herein, and acknowledge and assume all such risks.
- 14.8. You understand, acknowledge and assume the risks associated with the purchase, holding and use of Tokens in connection with the Platform.
- 14.9. You understand that Tokens confer only the right to access and use the Platform and ShowMeBiz Services and confer no other rights of any form with respect to the Platform or Company or its corporate affiliates, including, but not limited to, any voting, distribution, redemption, liquidation, proprietary (including all forms of intellectual property), or other financial or legal rights.
- 14.10. You are purchasing Tokens solely for the purpose of accessing and using the Platform and ShowMeBiz Services, and supporting the development, testing, deployment and operation of the Platform, being aware of the commercial risks associated with the Company and the Platform. You are not purchasing Tokens for any other purposes, including, but not limited to, any investment, speculative or other financial purposes.
- 14.11. Your purchase of Tokens complies with Applicable Laws and regulations in your jurisdiction, including, but not limited to, (i) legal capacity and any other applicable legal requirements in your jurisdiction for purchasing Expocoin, using Expocoin, and entering into contracts with us, (ii) any foreign exchange or regulatory restrictions applicable to such purchase, and (iii) any governmental or other consents that may need to be obtained.
- 14.12. You will comply with any applicable tax obligations in your jurisdiction arising from your purchase of Tokens.
- 14.13. If you are purchasing Tokens on behalf of any entity, you are authorized to accept this Agreement on such entity's behalf and that such entity will be responsible for breach of the provisions of this Agreement by you or any other employee or agent of such entity.
- 14.14. You are not:
- US Persons as defined in Regulation S under Securities Act;
  - a citizen or resident of Singapore, China, Southern Korea;
  - a geographic area in which access to or use of the Platform is prohibited by applicable law, decree, regulation, treaty, or administrative act;
  - a citizen or resident of, or located in, a geographic area that is subject to any sovereign country sanctions or embargoes, or



- an individual, or an individual employed by or associated with an entity, identified on any denied persons or entity lists, specially designated nationals or blocked persons lists, or the debarred parties' lists. If you are registering to purchase Tokens on behalf of another person, including legal entity, you further represent and warrant that

- such person is not one of the US Persons as defined under Regulation S under Securities Act;
- such person is not citizen or resident of Singapore, China, Southern Korea;
- if legal entity, such person is duly organized and validly existing under the applicable laws of the jurisdiction of its organization, and
- you are duly authorized by such person, including legal entity, to act on its behalf.

14.15. You understand and acknowledge that title to, and risk of loss of Tokens, you purchase from the Company and receive from the smart contract system passes from the Company to You.

## DISPUTE SETTLEMENT

15.1. All questions concerning the construction, validity, enforcement and interpretation of this Agreement shall be governed by and construed and enforced in accordance with the Applicable Law.

15.2. ShowMeBiz LTD reserves the right to change the jurisdiction of the Company and the Applicable Law of this Agreement at any time in its own discretion, as well as use any parent companies, subsidiaries and/or other affiliated companies for execution of this Agreement, ShowMeBiz Services and other activities related to ShowMeBiz Project.

15.3. **Binding Arbitration.** 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 Company (i) waive Your and Company's respective rights to have any and all Disputes arising from or related to this Agreement resolved in a court, and (ii) waive your and Company's respective rights to a jury trial. Instead, You and Company will arbitrate Disputes through binding arbitration (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).

15.4. **No Class Arbitrations, Class Actions or Representative Actions.** Any Dispute arising out of or related to this Agreement is personal to you and Company 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. There will be no class arbitration or arbitration in which 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.

15.5. **Notice; Informal Dispute Resolution.** Each Party will notify the other Party in writing of any Dispute within thirty (30) days of the date it arises. The Parties agree first to negotiate in good faith for a period of not less than sixty (60) days following the written notification by the other Party so that the Parties can attempt in good faith to resolve the Dispute informally. Notice to Company shall be sent by e-mail to Company at [info@showmebiz.pro](mailto:info@showmebiz.pro). Notice to you shall be sent by email to the then-current email address in your Account. Notice must include (i) your name, postal address, email address and telephone number, (ii) a description in reasonable detail of the nature or basis of the Dispute, and (iii) the specific relief that you are seeking. If you and Company cannot agree how to resolve the Dispute within thirty (60) days after the date notice is received by the other Party, then either you or Company may, as appropriate and in accordance with this Section, commence an arbitration proceeding.

Any arbitration will occur in London, United Kingdom. Arbitration will be conducted confidentially by a single arbitrator in accordance with the LCIA Arbitration Rules of the London Court of International Arbitration, which are hereby incorporated by reference. The LCIA Arbitration Rules of the London Court of International Arbitration are available on the LCIA website. By agreeing to be bound by these Terms, you either (i) acknowledge and agree that you have read and understand the LCIA Arbitration Rules, or (ii) waive



your opportunity to read the LCIA Arbitration Rules and any claim that the LCIA Arbitration Rules are unfair or should not apply for any reason.

## MISCELLANEOUS

16.1. By accepting this Agreement, you are deemed to have read the Whitepaper as well as other Platform Terms and Policies if introduced and are aware of all risks and rules provided thereto.

16.2. This Agreement will be governed by and construed and enforced in accordance with the Applicable Law, without regard to conflict of law rules that would cause the application of the laws of any other jurisdiction.

16.3. If any term, clause or provision of this Agreement is held unlawful, void or unenforceable, then that term, clause or provision will be severable from this Agreement and will not affect the validity or enforceability of any remaining part of that term, clause or provision, or any other term, clause or provision of these Terms.

16.4. We do not permit individuals under the age of 18 to register with the Website and use ShowMeBiz Services. If we become aware that a child under the age of 18 has provided us with personal information, we will delete such information from our files immediately and block its access to the Website and the Platform.

16.5. We and our affiliates will not be liable for any delay or failure to perform any obligation under this Agreement where the delay or failure results from any cause beyond our reasonable control, including acts of God, labor disputes or other industrial disturbances, electrical, telecommunications, hardware, software or other utility failures, earthquake, storms or other elements of nature, blockages, embargoes, riots, acts or orders of government, acts of terrorism, or war, changes in blockchain technology (broadly construed), changes in the Ethereum or any other blockchain protocols or any other force outside of our control.

16.6. We and you are independent contractors, and neither party, nor any of their respective affiliates, is an agent of the other for any purpose or has the authority to bind the other. Both parties reserve the right (a) to develop or have developed for it products, services, concepts, systems, or techniques that are similar to or compete with the products, services, concepts, systems, or techniques developed or contemplated by the other party and (b) to assist third party developers or systems integrators who may offer products or services which compete with the other party's products or services.

16.7. This Agreement does not create any third-party beneficiary rights in any individual or entity.

16.8. You will not assign this Agreement, or delegate or sublicense any of your rights under this Agreement, without our prior written consent. Any assignment or transfer contrary to these terms will be void. Subject to the foregoing, this Agreement will be binding upon, and inure to the benefit of the parties and their respective successors and assignees.

16.9. The failure by us to enforce any provision of this Agreement will not constitute a present or future waiver of such provision nor limit our right to enforce such provision at a later time. All waivers by us must be unequivocal and in writing to be effective.

16.10. This Agreement is the entire agreement between you and us regarding the subject matter of this Agreement. This Agreement supersedes all prior or contemporaneous representations, understandings, agreements, or communications between you and us, whether written or verbal, regarding the subject matter of this Agreement. We will not be bound by, and specifically object to, any term, condition or other provision which is different from or in addition to the provisions of this Agreement (whether or not it would materially alter this Agreement) and which is submitted by you in any order, receipt, acceptance, confirmation, correspondence or other document.

## EXHIBIT A

**By purchasing, holding and using Expocoin Tokens, you expressly acknowledge and assume the following risks:**

1. ***Risk of Losing Access to Tokens Due to Loss of Private Key(s), Custodial Error or Purchaser Error***



A private key, or a combination of private keys, is necessary to control and dispose of Tokens stored in your digital wallet or vault. Accordingly, loss of requisite private key(s) associated with your digital wallet or vault storing Tokens will result in loss of such Tokens. Moreover, any third party that gains access to such private key(s), including by gaining access to login credentials of a digital wallet or vault service you use, may be able to misappropriate your Tokens. Any errors or malfunctions caused by or otherwise related to the digital wallet or vault you choose to receive and store Tokens, including your own failure to properly maintain or use such digital wallet or vault, may also result in the loss of your Tokens. Additionally, your failure to follow precisely the procedures for buying and receiving Tokens, including, for instance, if you provide the wrong address for receiving Tokens, may result in the loss of your Tokens.

## 2. ***Risks Associated with the Ethereum Protocol***

Because Tokens and the PLATFORM are based on the Ethereum protocol, any malfunction, breakdown or abandonment of the Ethereum protocol may have a material adverse effect on the PLATFORM or Tokens. Moreover, advances in cryptography, or technical advances such as the development of quantum computing, could present risks to Tokens and the PLATFORM, including the utility of Tokens for obtaining Services, by rendering ineffective the cryptographic consensus mechanism that underpins the Ethereum protocol.

## 3. ***Risk of Mining Attacks***

As with other decentralized cryptographic tokens based on the Ethereum protocol, Tokens are susceptible to attacks by miners in the course of validating Tokens transactions on the Ethereum blockchain, including, but not limited to, double-spend attacks, majority mining power attacks, and selfish-mining attacks. Any successful attacks present a risk to the PLATFORM and Tokens, including, but not limited to, accurate execution and recording of transactions involving Tokens.

## 4. ***Risk of Hacking and Security Weaknesses***

Hackers or other malicious groups or organizations may attempt to interfere with the PLATFORM or 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 PLATFORM is based on open-source software, there is a risk that a third party or a member of the Company team may intentionally or unintentionally introduce weaknesses into the core infrastructure of the PLATFORM, which could negatively affect the PLATFORM and Tokens, including Tokens' utility for using the PLATFORM.

## 5. ***Risks Associated with Markets for Tokens***

Tokens are intended to be used solely on the PLATFORM, and Company will not support or otherwise facilitate any secondary trading or external valuation of Tokens. This restricts the contemplated avenues for using Tokens to access or use ShowMeBiz Services, and could therefore create illiquidity risk with respect to Tokens you hold. Even if secondary trading of Tokens is facilitated by third party exchanges, such exchanges may be relatively new and subject to little or no regulatory oversight, making them more susceptible to market-related risks. Furthermore, to the extent that third-parties do ascribe an external exchange value to Tokens (e.g., as denominated in a digital or fiat currency), such value may be extremely volatile and diminish to zero.

## 6. ***Risk of Uninsured Losses***

Unlike bank accounts or accounts at some other financial institutions, Tokens are uninsured unless you specifically obtain private insurance to insure them. Thus, in the event of loss or loss of utility value, there is no public insurer or private insurance arranged by us, to offer recourse to you.

## 7. ***Risks Associated with Uncertain Regulations and Enforcement Actions***

The regulatory status of Tokens and distributed ledger technology is unclear or unsettled in many jurisdictions. It is difficult to predict how or whether regulatory agencies may apply existing regulation with respect to such technology and its applications. It is likewise difficult to predict how or whether legislatures or regulatory agencies may implement changes to law and regulation affecting distributed ledger technology and its applications, including the PLATFORM and Tokens. Regulatory actions could negatively impact the PLATFORM and Tokens in various ways. Company may cease operations in a jurisdiction in the event that regulatory actions, or changes to law or regulation, make it illegal to operate in such jurisdiction, or commercially undesirable to obtain the necessary regulatory approval(s) to operate in such jurisdiction.

## 8. ***Risks Arising from Taxation***



The tax characterization of Tokens is uncertain. You must seek your own tax advice in connection with purchasing Tokens, which may result in adverse tax consequences to you, including withholding taxes, income taxes and tax reporting requirements.

9. ***Risk of Alternative Platforms***

It is possible that alternative platforms could be established that utilize the same open source code and protocol underlying the PLATFORM. The PLATFORM may compete with these alternative platforms, which could negatively impact the PLATFORM and Tokens, including Tokens' utility for obtaining Services.

10. ***Risk of Weaknesses or Exploitable Breakthroughs in the Field of Cryptography***

Advances in cryptography, or technical advances such as the development of quantum computers, could present risks to cryptocurrencies and the Ethereum platform and Tokens, which could result in the theft or loss of tokens.

11. ***Risk of Insufficient Interest in the PLATFORM or Distributed Applications***

It is possible that the PLATFORM will not be used by a large number of individuals, companies and other entities or that there will be limited public interest in the creation and development of distributed technologies (such as the PLATFORM) more generally. Such a lack of use or interest could negatively impact the development of the PLATFORM and the potential utility of Tokens.

12. ***Risks Associated with the Development and Maintenance of the PLATFORM***

The PLATFORM is still under development and may undergo significant changes over time. Although we intend for Tokens and the PLATFORM to follow the specifications set forth in **Whitepaper**, and will take commercially reasonable steps toward those ends, we may have to make changes to the specifications of Tokens or the PLATFORM for any number of legitimate reasons. This could create the risk that Tokens or the PLATFORM, as further developed and maintained, may not meet your expectations at the time of purchasing Tokens. Furthermore, despite our good faith efforts to develop and maintain the PLATFORM, it is still possible that the PLATFORM will experience malfunctions or otherwise fail to be adequately developed or maintained, which may negatively impact the PLATFORM and the potential utility of Tokens.

13. ***Risk of an Unfavorable Fluctuation of Ether and Other Currency Value***

The Company team intends to use the proceeds from selling Tokens to fund the maintenance and development of the PLATFORM and ShowMeBiz Services. The proceeds of the sale of Tokens will be denominated in Ether, and may, at our discretion, be converted into other cryptographic and fiat currencies. If the value of Ether or other currencies fluctuates unfavorably during or after the Sale Period, the Company team may not be able to fund development, or may not be able to develop or maintain the PLATFORM in the manner that it intended.

14. ***Risk of Dissolution of the Company***

It is possible that, due to any number of reasons, including, but not limited to, an unfavorable fluctuation in the value of Ether (or other cryptographic and fiat currencies), decrease in Tokens' utility, the failure of commercial relationships, or intellectual property ownership challenges, the PLATFORM may no longer be viable to operate and the Company may dissolve.

15. ***Risks Arising from Lack of Governance Rights***

Because Tokens confer no governance rights of any kind with respect to the PLATFORM or Company, all decisions involving the PLATFORM or Company will be made by Company at its sole discretion, including, but not limited to, decisions to discontinue the PLATFORM, to sell more Tokens for use in the PLATFORM, or to sell or liquidate the Company. These decisions could adversely affect the PLATFORM and the utility of Tokens that you hold.

16. ***Unanticipated Risks***

Cryptographic tokens such as Tokens are a new and untested technology. In addition to the risks included in this **Exhibit A**, there are other risks associated with your purchase, holding and use of Tokens, including those that the Company cannot anticipate. Such risks may further materialize as unanticipated variations or combinations of the risks discussed in this **Exhibit A**.

