



KARVUON TOKEN SALE AGREEMENT

PLEASE READ THIS AGREEMENT CAREFULLY AS IT AFFECTS YOUR OBLIGATIONS AND LEGAL RIGHTS, INCLUDING, BUT NOT LIMITED TO WAIVERS OF RIGHTS AND LIMITATION OF LIABILITY.

The following terms and conditions of the KARVUON Token Sale Agreement govern your (“**You**” or the “**Purchaser**”) purchase of Karvuon Tokens (“**KARVUON Tokens**”) from KARVUON LL.C, a company incorporated in MONGOLIA, having its registered address located at (the “**Company**”), Sunroad, Union Building B 505, Khoroo 2, Sukhbaatar district Ulaanbaatar city, Mongolia, during the Private Token Sale, Initial Exchange Offering (IEO) or anytime thereafter as may be decided by the Company from time to time. This Karvuon is a project to establish an infrastructure for the fourth industrial revolution that will be world leader in the production of necessary energy through the construction of wind farms, solar power plants, coal power plants, and a blockchain data center and will be implemented by the Karvuon LLC, a Mongolian company. The Purchaser and the Company each are “Party” and, together, the “Parties” to this Agreement agree as follows:

Acceptance

YOU UNDERSTAND AND AGREE THAT BY VIRTUE OF PURCHASE OF KARVUON TOKENS, YOU ARE SUBJECT TO AND BOUND BY THIS AGREEMENT.

Subject to the Terms of Service, Whitepaper, Yellowpaper, One Pager, Privacy Policy, terms of this Agreement, and any other policies as may be issued by the Company from time to time, the Company agrees to sell to you and you agree to purchase from Company a specific number of KARVUON Tokens at the price set out in this Agreement.

By the fact of purchase of KARVUON Tokens from the Company at the Website, you confirm that you have read this Agreement carefully and in its entirety and understand that YOU ARE CONSENTING TO BE BOUND BY AND ARE BECOMING A PARTY TO THIS AGREEMENT AND ANY TERMS OR AGREEMENT INCORPORATED BY REFERENCE, AND AGREE THAT THIS AGREEMENT IS ENFORCEABLE LIKE ANY WRITTEN NEGOTIATED AGREEMENT SIGNED BY YOU.

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

No provision of this Agreement shall be considered waived unless such waiver is accepted by the Company, which shall be published on the Website. No waiver of any provision in

this Agreement, however, will be deemed a waiver of a subsequent breach of such provision or a waiver of a similar provision. In addition, a waiver of any breach or a failure to enforce any term or condition of this Agreement will not in any way affect, limit, or waive a Party's rights hereunder at any time to enforce strict compliance thereafter with every term and condition hereof.

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

Definitions

"Agreement" means Terms and Conditions of this KARVUON Token Sale Agreement and any other rules, policies or procedures that may be issued by the Company and published from time to time on the Website.

"Karvuon Platform" or **"Platform"** means digital platform (not a legal entity) operated by the Company whereby, KARVUON Tokens will be used by members as a medium of transaction for various services offered at the Platform.

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

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

"Cryptocurrency" means digital cryptographic representation of assets, represented by Ethereum (ETH) accepted during the Token Sale by the Company under this Agreement used by Purchasers for acquisition of KARVUON Tokens.

"IEO" means Initial Exchange Offering.

"IEO Token Sale Round" means the duration or round fixed for sale of Private KARVUON Tokens to public as defined in Clause 4.3.

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

“**Private Token Sale Round**” means the duration or round fixed for the sale of KARVUON Token on the website as defined in Clause 4.1.

“**Pre-IEO Token Sale Round**” means the round before the public sale as defined in Clause 4.1.

“**Website**” means the website of Platform located at <https://www.karvuon.com/>.

Interpretation

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

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

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

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

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

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

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

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

Terms of Arrangement

The Private Token Sale Round starts from November 10th, 2019, at 12:00am (UTC+04:00) and end on January 6, 2020, at 11:59pm (UTC+04:00).

During the Private Token Sale, the tokens shall be sold at the rate of **US\$0.01** per KARVUON Token and there shall be 236,899,600 Million tokens (19% of total tokens) available for sale through the private request.

After the Private Token Sale, the Company shall offer KARVUON Tokens to the public for sale via website but with a lower buying limit of USD 50 (or equivalent in ETH and BTC) and a discounted rate of USD 0.0134 per KARVUON. This means a discount of 33% on the IEO price. This round will start from December 20th 2019 and will last until January 6th, 2020.

After the Pre-IEO Sale Round, the Company shall offer KARVUON Tokens to public for sale via the Website as well as exchanges during its IEO Token Sale Round, which will start on January 13th, 2020 and end on January 27th. During IEO Token Sale Round, the Company shall offer KARVUON Tokens for sale at US\$0.02 per KARVUON Token. The Company may issue additional terms for IEO Token Sale Round in the future.

During the Private Token Sale round, a purchaser shall be allowed to make a purchase of at least US\$ 10,000 while during the Pre-IEO Round, the minimum buying limit is US\$ 50. The tokens may be purchased directly at the website.

Paying for KARVUON Tokens

Ethereum (ETH)
Bitcoin (BTC)

Company's Bank Account and Wallet Details: If the Purchasers wish to purchase KARVUON Tokens by ETH/BTC, they may make payments to purchase their desired number of KARVUON Tokens in the following Wallets of the Company:

Ethereum (ETH) Address:

0xF2E1F94C2f4aacFF98d87126fEB68e47e2bBD4b7

Warning: Sending coin or token other than ETH to this address may result in the loss of your deposit.

You shall be required to copy paste your transaction id after you have sent the funds in ETH Wallet.

Bitcoin (BTC) Address:

33gXFtErAJHCG4fMaVH2poYdcKk7C6DncE

Warning: Sending coin or token other than BTC to this address may result in the loss of your deposit.

You shall be required to copy paste your transaction id after you have sent the funds in BTC Wallet.



KYC/AML Requirements: The Company will make all reasonable efforts to fulfill the required KYC/AML requirements. The Company may require certain personal details of the Purchaser including but not limited to Full Name, Email ID, ID Copy (Passport, ID, or Driver's License), and a selfie photo holding the ID and the current date. The Company will verify these documents on its own. However, it shall be sole responsibility of the Purchaser to upload/submit accurate documents and details. In case of submission of false information, or any tempering/doctored/photoshop in the uploaded documents, the Company shall be entitled to terminate the account of Purchaser, withhold the deposited

amount and provide the requisite information to the concerned law enforcing agencies for legal action. A transfer of KARVUON Token shall only come into effect after the purchase price and accurate information along with the correct KYC documents have been received by the Company.

Eligible Purchasers

By purchasing KARVUON Tokens, the Purchaser covenants, represents, and warrants that (under the Applicable Law and law of the country of Purchaser's residence):

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

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

he will not be using either KARVUON Tokens, Platform or the Website for any illegal activity, including but not limited to money laundering and the financing of terrorism; and

Purchaser has created an Account on the Website and accepted the Terms and Conditions, Privacy Policy, Cookies Policy and any other legal document as may have been issued by the Company.

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



Minimum / maximum investment in KARVUON Tokens

Private Token Sale Round: Minimum Investment \$ 10,000 and no maximization

Pre-IEO Token Sale Round: Minimum Investment US\$ 50 no upper limit (until it is crossing the allocation reserved for this round)

IEO Token Sale Round: As per the limit mentioned on the respective IEO Launchpad (Exchange)

Disclaimer of Liability

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

KARVUON Tokens carry no rights, express or implied, other than those, set out herein. In particular, KARVUON Tokens holders shall not have any influence in the development or governance of KARVUON Tokens or the Platform.

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

KARVUON Token is not a consumer product and its holder accepts explicitly and agrees to it that he is not covered by the consumer protection regulation of any jurisdiction.

BUYING KARVUON TOKENS INVOLVES RISKS AND PURCHASERS SHOULD BE ABLE TO BEAR THE LOSS OF THEIR ENTIRE PURCHASE. ALL PURCHASERS SHOULD MAKE THEIR OWN DETERMINATION OF WHETHER OR NOT TO MAKE ANY PURCHASE, BASED ON THEIR OWN INDEPENDENT EVALUATION AND ANALYSIS. DO NOT PURCHASE KARVUON TOKENS IF YOU ARE NOT AN EXPERT IN DEALING WITH CRYPTOGRAPHIC TOKENS AND BLOCKCHAIN BASED SOFTWARE SYSTEMS. PRIOR TO PURCHASING KARVUON TOKENS, YOU SHOULD CAREFULLY CONSIDER THE TERMS AND CONDITIONS OF THIS KARVUON TOKEN SALE AGREEMENT AND, TO THE EXTENT NECESSARY, CONSULT AN APPROPRIATE LAWYER, ACCOUNTANT, OR TAX PROFESSIONAL. IF ANY OF THESE TERMS ARE UNACCEPTABLE TO YOU, YOU SHOULD NOT PURCHASE KARVUON TOKENS. BY PURCHASING KARVUON TOKENS, AND TO THE EXTENT PERMITTED BY LAW, YOU AGREE NOT TO HOLD ANY OF THE COMPANY AND ITS RESPECTIVE PAST, PRESENT AND FUTURE EMPLOYEES, OFFICERS, DIRECTORS, CONTRACTORS, CONSULTANTS, EQUITY HOLDERS, SUPPLIERS, VENDORS, SERVICE PROVIDERS, PARENT COMPANIES, SUBSIDIARIES, AFFILIATES, AGENTS, REPRESENTATIVES, PREDECESSORS, SUCCESSORS AND ASSIGNS LIABLE FOR ANY LOSSES OR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING FROM, OR IN ANY WAY CONNECTED, TO THE SALE OF KARVUON TOKENS, INCLUDING LOSSES ASSOCIATED WITH THE TERMS SET FORTH HEREIN.

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

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

IF YOU DO NOT AGREE WITH THIS AGREEMENT AND CONDITIONS, OF KARVUON TOKENS SALE YOU MUST NOT ACCESS OR USE THE WEBSITE OR PURCHASE KARVUON TOKENS.

No Representations and Warranties

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

Representations and Warranties Provided by You

You agree and acknowledge that in case you wish to purchase any KARVUON Tokens, they shall not be perceived or classified as:

- any kind of currency other than cryptocurrency;
- debt securities, stocks or shares issued by any the Company;
- rights, options or derivatives in relation to such debt obligations, shares or stocks;
- rights under a contract for differences or for any other contract the purpose or feigned purpose of which is to gain profit or avoid loss;
- units in the scheme of collective investment;
- units in business trust;
- derivative units in business;
- any other security or class of securities;

representation of any ownership right or stake or any right to receive any form of participation or governance right from, in or relating to Company and Platform;

any form of money or legal tender in any jurisdiction; or

any representation of money (including electronic money).

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

any right to receive future revenue shares;

Legal risks regarding securities regulations

Legal ability of the Company to provide KARVUON Tokens and its services in some jurisdictions may be eliminated by future regulation or legal actions. In the event, it turns out with a high degree certainty that KARVUON Tokens are not legal in certain jurisdiction, the Company will either:

cease operations in that jurisdiction; or

adjust KARVUON Tokens and the Platform in a way to comply with the regulations should that be possible and viable.

Risks associated with Ethereum

11.1. KARVUON Tokens is based on Ethereum blockchain. As such, any malfunction, unintended function or unexpected functioning of the Ethereum protocol may cause the KARVUON Tokens to malfunction or function in an unexpected or unintended manner. Ether, the native unit of account of the Ethereum may itself lose value in ways similar to KARVUON Tokens, and also other ways.

Risk of theft and hacking

Hackers or other groups or organizations may attempt to interfere with Your Third-party Wallet, the Website or the



availability of KARVUON Tokens in any number of ways, including without limitation denial of service attacks, Sybil attacks, spoofing, smurfing, malware attacks, or consensus-based attacks. You hereby agree that the Company shall have no liability for any such loss the Purchaser incur.

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

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

Risk of loss of value

13.1. Value of KARVUON Tokens may fluctuate, and their Purchasers might suffer loss in value of such acquired tokens. There might be different reasons that would cause unfavorable fluctuations of the value of the KARVUON Tokens.

Internet transmission risks

14.1. Purchaser acknowledges that there are risks associated with using the KARVUON Tokens including, but not limited to, the failure of hardware, software, and Internet connections. Purchaser acknowledges that the Company shall not be responsible for any communication failures, disruptions, errors, distortions or delays he may experience when using the Website and KARVUON Tokens, howsoever caused.

Unanticipated risks

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

Prohibited activities

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

You may not use your KARVUON Tokens to engage in the following categories of prohibited activity and you confirm that you will not use KARVUON Tokens to do any of the following:

- Engage in a transaction involving the proceeds of any unlawful activity;
- Defraud or attempt to defraud the Company or its affiliates;
- Provide false, inaccurate or misleading information;
- Infringe upon Company's or any third party's copyright, patent, trademark, or intellectual property rights;

- Take any action that imposes an unreasonable or disproportionately large load on infrastructure of the Company, or detrimentally interfere with, intercept, or expropriate any system, data, or information;
- Transmit or upload any material to the Platform that contains viruses or malware or any other harmful or deleterious programs;
- Otherwise attempt to gain unauthorized access to the Platform and Website, computer systems or networks connected to the Website, through password mining or any other means;

Company reserves the right at all times to monitor, review, retain and/or disclose any information as necessary



to satisfy any applicable law, regulation, legal process or governmental request. The Company reserves the right to cancel and/or suspend your Account and usage of KARVUON Tokens immediately and without notice if Company determine, in its sole discretion, that your Account and usage of KARVUON Tokens is associated with prohibited use, and/or a prohibited business, and or illegal activity under Applicable law.

Taxation

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

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

Indemnification

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

Circumstances beyond the control of either party

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

Severability

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

Applicable Law

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

Dispute resolution

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

If the negotiations do not resolve the dispute, controversy or claim to the reasonable satisfaction of all Parties during such period, then the Parties irrevocably and unconditionally submit to the respective claim to the binding arbitration administered by the International Arbitration at Mongolian Chamber of Commerce and Industry in accordance with the rules of the arbitral tribunal, in English language, in writing on the basis of the documents submitted.

Termination

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

