

SALE TERMS FOR THE PRIVATE SALE OF BOLTTCOINS

(Contract for Future Delivery)

THESE TERMS CONSTITUTE A LEGALLY BINDING AGREEMENT BETWEEN THE COMPANY AND EACH OF THE PARTICIPANTS. ACCEPTING THESE TERMS AND/OR PURCHASING BOLTTCOINS MEANS THAT YOU HAVE CAREFULLY READ AND FULLY AGREED TO ALL THE TERMS AND CONDITIONS HEREIN. IF YOU HAVE ANY QUESTIONS REGARDING THESE TERMS, PLEASE CONTACT US AT tokensales@bolttcoin.io.

BOLTT BLOCKCHAIN TOKENS (“BOLTTCOIN”) HAVE NOT BEEN, AND WILL NOT BE, REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED (THE “SECURITIES ACT” OR “ACT”), OR UNDER THE SECURITIES LAWS OF ANY STATE IN THE UNITED STATES OR ANY OTHER JURISDICTION. WITHOUT PREJUDICE TO THEIR ASSERTED STATUS AS A NON-SECURITY (“UTILITY”) TOKEN, BOLTTCOIN TOKENS ARE HEREBY OFFERED WITHIN THE U.S. UNDER REGULATION D, RULE 506(C), AN EXEMPTION FROM REGISTRATION AVAILABLE FOR SECURITIES, SUBJECT TO CERTAIN CONDITIONS. PURSUANT TO THIS EXEMPTION, BOLTTCOIN TOKENS MAY NOT BE OFFERED, SOLD, ASSIGNED, TRANSFERRED, PLEDGED, ENCUMBERED OR OTHERWISE DISPOSED OF WITHIN THE UNITED STATES IN THE ABSENCE OF REGISTRATION UNDER THE ACT, OR UNLESS SUCH TRANSACTION IS EXEMPT FROM, OR NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE ACT.

THE U.S. SECURITIES AND EXCHANGE COMMISSION (“SEC”) DOES NOT PASS UPON THE MERITS OF ANY SECURITIES HEREBY OFFERED OR THE TERMS OF THE OFFERING, NOR DOES IT PASS UPON THE ACCURACY OR COMPLETENESS OF ANY OFFERING DOCUMENT OR ASSOCIATED LITERATURE. THE SEC HAS NOT MADE AN INDEPENDENT DETERMINATION THAT THESE TOKENS ARE SECURITIES EXEMPT FROM REGISTRATION.

IMPORTANT RESTRICTION: Citizens and residents of and persons located in People's Republic of China are prohibited from participating in the Private Sale and purchasing and/or receiving BoltttCoins. Representatives and individuals acting in the interests of legal entities registered in the jurisdiction referred to in this term are prohibited from participating in the Private Sale and purchasing and/or receiving BoltttCoins for the benefit of such entities.

1 INTERPRETATION AND DEFINITIONS

As used in these Terms, including the preamble hereof, unless expressly otherwise stated or evident in the context, the following capitalised terms and expressions shall have the following meanings:

- 1.1 **Account** – a Participant’s account on the Website, which is created through the Website and used to purchase BoltttCoins.
- 1.2 **BoltttCoins** – cryptographic tokens based on the Waves and Ethereum blockchain protocols issued by the Company giving their holders the rights specified in these Terms. BoltttCoins may also be referred to as the “Bolttt Tokens” or simply the “Tokens” in these Terms, the Whitepaper, the Website or any promotional material. The abbreviation of the BoltttCoins is BOLTT.
- 1.3 **Bolttt Platform** – The blockchain-based online services and “gamification” platform developed and made available by the Company and/or its affiliates with the intention to incentivise physical activity as described in more detail in Section 7 of these Terms.
- 1.4 **Company** – BoltttCoin OÜ, a private limited liability company incorporated under the laws of Republic of Estonia with the registry code 14467598, address Laki 30, Tallinn, 12915, Estonia, e-mail address tokensales@bolttcoin.io. References to “we”, “us” and “our” mean references to the Company.

- 1.5 **Participant** – anyone who purchases BoltttCoins during the Private Sale. References to “you” and “your” mean references to the Participant.
- 1.6 **Private Sale; Pre Sale** – respectively, the sale of BoltttCoins arranged by the Company starting on May 20th, 2018 at 09:00 AM GMT and ending on June 10th, 2018 at 09:00 AM GMT, governed by these Terms; and the concurrent “retail” sale of BoltttCoins, governed by separate terms.
- 1.7 **Public ICO** – the initial sale of BoltttCoins arranged by the Company via the Website in course of which the Company shall distribute up to 64 (sixty-four) Million BoltttCoins to the public. The Public ICO consists of the mainsale, taking place after the conclusion of the Private and Pre Sales.
- 1.8 **Terms** – these sale terms governing the sale of BoltttCoins in course of the Private Sale and the subsequent relationship between the Company and the Participant. **For avoidance of doubt, these Terms only govern the sale of BoltttCoins in course of the Private Sale and do not apply to any BoltttCoins bought in course of the Public ICO or Pre Sale.**
- 1.9 **Website** – website located at boltttcoin.io and all subdomains and other respective pages of such website.
- 1.10 **Whitepaper** – informational document issued by the Company highlighting the features of BoltttCoins available at the Website.
- 1.11 **Whitelisted** – The status of having signed up with the Company in advance for any of the aforementioned token sale stages and passing the full KYC, AML and accredited investor screening (if applicable) successfully.

The singular form (where appropriate) shall include the plural and vice versa, references to Sections shall mean the Sections of these Terms, and the term “including” or any similar term is not to be construed as providing any limitation and will be construed as “including but not limited to”.

2 PURPOSE AND USE OF BOLTTCOINS

- 2.1 As its core function, BoltttCoins enable the Participants to carry out transactions via the Bolttt Platform, including (i) compensating the access and use of the Bolttt platform; (ii) purchasing products and services on the Bolttt or partner platforms; (iii) earning BoltttCoins as reward for completing certain challenges or goals; (iv) participating in various games and competitions organised via the Bolttt Platform. A detailed technical description and further overview of the functionalities of BoltttCoins are provided in the Whitepaper.
- 2.2 Ownership of BoltttCoins carries no rights, express or implied, other than as explicitly stated in these Terms. You hereby understand and accept that BoltttCoins do not represent or confer any ownership right or stake, share or security or equivalent rights, or any right to receive future revenue shares, intellectual property rights or any other form of participation in or relating to the Company and its corporate affiliates and/or service providers. Therefore, participating in the Private Sale, or otherwise purchasing BoltttCoins, or receiving and holding BoltttCoins does not grant the Participant any ownership, dividend rights or decision-making power in the Company, including, but not limited to in relation to development, governance, or the role, conduct or performance of the Company. Additionally, BoltttCoins do not carry any information, reporting, inspection or similar rights.
- 2.3 BoltttCoins are not intended to function as a general-purpose currency, security (whether equity or debt), annuity, commodity or any other kind of financial instrument in any jurisdiction; nor do the BoltttCoins or any facility provided by Company on your behalf for holding them constitute a depository account or custodial account. These Terms and all other documents referred to in these Terms, including the Whitepaper, do not constitute a prospectus or offering document for, and are not intended to constitute an offering of securities or any other form of investment in any jurisdiction, with the exception of the United States, for the limited purpose of an exempt private pre-sale offering applying exclusively to the token-delivery obligation of Company hereto, made under Regulation D Rule 506(c) (along with any subsequent, deemed-integrated issuance or offering of tokens or other instruments made to the same purchasers). No regulatory authority has examined or approved these Terms or any other document referred

to in these Terms, including the Whitepaper. No such action has been or will be taken under the laws of any jurisdiction. Furthermore, BoltttCoins are not intended to be marketed, offered for sale, purchased, sold, or traded in any jurisdiction where they are prohibited by applicable laws or require further registration with any applicable governmental authorities.

3 INFORMATION RELATED TO THE PRIVATE SALE OF BOLTTCOINS

- 3.1 You may purchase BoltttCoins from the Company within the period of the Private Sale only through the Website. Once the Private Sale as well as the Public ICO have ended BoltttCoins may be bought and sold on one or several cryptocurrency exchanges, provided that BoltttCoins are listed on such secondary market. In each case, the purchase of BoltttCoins is subject to these Terms.
- 3.2 To the extent that any third-party website or service, other than the Website, offers BoltttCoins for sale during the Private Sale or facilitates the sale or transfer of BoltttCoins in any way during the Private Sale, such third-party websites or services are not sanctioned or supported by the Company and have no relationship in any way with the Company. The Company prohibits the use of any third-party websites or services for the purchase of BoltttCoins until the end of the Private Sale and the subsequent Public ICO.
- 3.3 The total supply of BoltttCoins will be 170 Million. The Company may distribute up to 12 (twelve) million BoltttCoins in course of the Private Sale. In course of the Public ICO the Company will issue up to 64 (sixty-four) million BoltttCoins plus any BoltttCoins that remain unsold in course of the Private Sale (along with any unsold coins from the companion Pre Sale of 24 million BoltttCoins). The remaining 70 (seventy) million BoltttCoins will be distributed as follows (percentages relative to total issuance):
 - (a) 5 % (8 million) will be distributed as rewards to users of the Bolttt Platform for “steps mining” and completing challenges;
 - (b) 5 % (8 million) will be distributed as rewards to users of the Bolttt Platform on behalf of third party corporations and organisations for participating and/or completing certain games or challenges;
 - (c) 9 % (16 million) will be distributed to the founding team behind the Bolttt project;
 - (d) 6 % (10 million) will be distributed to the advisory board of the Bolttt project;
 - (e) 6 % (10 million) will be distributed as bonus to participants of the Private Sale and/or the Pre Sale of BoltttCoins;
 - (f) 7 % (12 million) will be distributed to strategic partners;
 - (g) 4 % (6 million) will be distributed as bounties for code reviews, marketing & other supporting acts related to carrying out the Private Sale, Public ICO and/or providing the Bolttt Platform.
- 3.4 BoltttCoins which are offered for sale but remain unsold in course of the Private Sale and Pre Sale as well as the Public ICO shall be burned (destroyed).
- 3.5 The Company shall use the funds raised through the Private Sale, Pre Sale and the Public ICO for the development of the Bolttt Platform, including, for example, to compensate technical and non-technical staff, cover marketing costs and operating expenses, develop technical infrastructure, etc. The specific allocation of funds received in course of the Private Sale, Pre Sale and the Public ICO will be as follows:
 - (a) 12 % will be allocated for marketing of the Bolttt Platform;
 - (b) 28 % will be allocated for expenses related to developing the technology behind the Bolttt Platform;
 - (c) 15 % will be allocated for covering costs related to business development;
 - (d) 16 % will be allocated to global expansion;
 - (e) 17 % will be allocated for operational costs (including legal and accounting costs) of the Company and its affiliates and/or to repurchase BoltttCoins;
 - (f) 12 % will be allocated to general reserves.
- 3.6 Notwithstanding Sections 3.3. and 3.5. of these Terms, the Company may vary from the allocation of BoltttCoins as set forth in Section 3.3. of these Terms and the allocation of funds as set forth in Section 3.5. of these Terms as may be reasonable due to the relevant regulatory or business conditions.

4 TOKEN SALE PROCEDURE AND FEES

- 4.1 To purchase BoltCoins in course of the Private Sale the Participant must create an Account on the Website and follow the instructions as provided therein. The Company has full discretion to decide who will be provided the right to participate in the Private Sale.
- 4.2 The purchase price of one (1) BoltCoin in course of the Private Sale shall be 0.00025 ETH (zero point zero zero zero twenty five Ethers). However, by buying BoltCoins in course of the Private Sale the Purchasers shall receive additional BoltCoins as a bonus in the following amount:
 - (a) By purchasing BoltCoins in the value of .01-100 ETH, the Purchaser receives additional 20% (twenty percent) BoltCoins as a bonus;
 - (b) By purchasing BoltCoins in the value of 101-500 ETH, the Purchaser receives additional 30% (thirty percent) BoltCoins as a bonus;
 - (c) By purchasing BoltCoins in the value of 501-1500 ETH, the Purchaser receives additional 40% (forty percent) BoltCoins as a bonus;
 - (d) By purchasing BoltCoins in the value of 1501 or more ETH, the Purchaser receives additional 50% (fifty percent) BoltCoins as a bonus.

Further, all “whitelisted” purchasers will receive an additional 5% bonus.

- 4.3 The Participants may purchase BoltCoins in fiat (national legal tender) currencies (USD, EUR), Bitcoin (BTC), and Ether (ETH), based on the then-current exchange rate between ETH and the particular coin as determined on Coinmarketcap.com. The Company reserves the right to utilize a different exchange rate source if, in Company’s reasonable judgment, the data available from coinmarketcap.com appears to be inaccurate or manipulated. Such a change, if implemented, will be communicated on the Website.
- 4.4 Each Participant shall pay the purchase price for the desired amount of BoltCoins by sending the correct fee to the unique address displayed to the Participant on the Website in course of the token purchase. The purchase of BoltCoins shall not be guaranteed until the Company has received the full amount of the purchase price and the Participant has provided relevant information, documentation and adhered to other instructions as may be presented in these Terms or on the Website.
- 4.5 BoltCoins will be distributed to the cryptocurrency wallets of each Participant as provided by the Participants when purchasing BoltCoins through the user’s Bolt Dashboard. If the BoltCoins are purchased in ETH, the BoltCoins shall be sent to the Ethereum wallet of the Purchaser. If the BoltCoins are purchased in BTC, the BoltCoins shall be sent to the Waves wallet of the Purchaser. For the above purpose, each Participant is obliged to provide to the Company the requisites of its cryptocurrency wallet that is a private wallet of the Participant and either compatible with ERC20 standard or the Waves blockchain protocol, depending on whether the BoltCoins are purchased in ETH or otherwise, as described above. Upon their receipt, the BoltCoins are expected to be convertible from the Ethereum blockchain to Waves blockchain and vice-versa as described in the Whitepaper and the Website (subject to continued availability and presently-expected technical specifications, per the third parties managing and controlling these blockchains, not within the control of the Company).
- 4.6 The Participant shall have the right to purchase an unlimited quantity of BoltCoins on a first-come-first-serve basis, until the total amount of BoltCoins available in course of the Private Sale is reached.
- 4.7 The minimum amount of BoltCoins that can be purchased during the Private Sale by a Participant in one purchase is the number of BoltCoins, which value equals to .01 ETH (one hundredth of an Ether).
- 4.8 If the purchase price contributed by a Participant exceeds or fails to meet the price for the number of BoltCoins that the Participant has subscribed for, the number of BoltCoins that the Participant receives will be the closest whole number of BoltCoins that could be purchased for the contribution paid. If the contribution paid by the Participant remains below the minimum fee as indicated in section 4.7, the Company may return the contribution minus any costs incurred related to returning the contribution.
- 4.9 BoltCoins will be distributed thirty days following the closure of the ICO (on or about September 30, 2018).

5 VERIFICATION (KYC, ACCREDITED INVESTOR, ETC.) PROCEDURE

To purchase BoltCoins in course of the Private Sale you are required to undergo a verification procedure in order to identify you and to prevent money laundering, terrorist financing and other criminal activities generally. If you are resident in the U.S. or are a U.S. person otherwise, then during the Private Sale phase, you will be required to provide documentary evidence that you are an accredited investor, as set forth in Rule 501 promulgated under the Securities Act. In course of the verification process you must promptly provide the Company all information and documentation as requested (for example: a copy / scan of your passport, ID card, driver's license or any other identification document). Any information and documentation you provide must be correct and up to date. If we suspect that the information or documentation you have provided are incorrect, falsified, outdated or don't correspond to the conditions established in these Terms or otherwise, then in our sole discretion, we may either request you to provide additional information or cancel your purchase of BoltCoins and return your contribution minus any costs incurred related to returning the contribution.

6 CANCELLATION AND REFUND

- 6.1 The Company reserves the right to refuse or cancel BoltCoin purchases, in full or in part, until the distribution and unlocking of BoltCoins at any time in its sole discretion. In such case any fees paid for BoltCoins shall be returned to the Participant.
- 6.2 If the total contributions paid by the Participants in course of the Private Sale and the Public ICO for purchasing BoltCoins remains below 5,000 ETH, the Company shall return contributions to the Participants and destroy the BoltCoins. All costs connected with the return of contributions shall be borne by the respective Participant.
- 6.3 Other than as stipulated in Sections 6.1. and 6.2., purchases of BoltCoins are final and non-refundable.
- 6.4 Offers to purchase BoltCoins wherein you are a U.S. person or reside within the U.S. in which you fail to provide sufficient evidence that, in the opinion of the Company, you qualify as an accredited investor (as defined in Rule 501 promulgated under the Securities Act) will result in a rejected buy offer. If the Company finds, subsequent to a completed purchase of the tokens, that you are subject to the U.S. accredited investor requirement but have failed to provide, in the Company's opinion, sufficient evidence of such qualification, this determination will result in a return and refund as provided in Section 6.1 hereof.

7 BOLT PLATFORM

- 7.1 The Bolt Platform and the various services provided therein are developed and made available by the Company and its affiliates. The core purpose of the Bolt Platform is to incentivize users to engage in physical activity by providing rewards in the form of BoltCoins for completing various health related challenges.
- 7.2 In addition, various supplementary services may be provided via the Bolt Platform, such as (i) enabling platform users and third-party organizations or partners of the Company to create and make available different health-related games and challenges via the Bolt Platform, (ii) providing a marketplace for health related products and services offered by the Company, its affiliates or third party partners, (iii) providing digital identification services, (iv) providing a cryptocurrency wallet to store and exchange BoltCoins. Additional services have been described in the Whitepaper, which the Company and its affiliates intend to incorporate into the Bolt Platform. However, the Participants hereby acknowledge that the modules, services and functionalities incorporated into the Bolt Platform will be subject to technical factors, market trends, competition, business rationale and many unforeseeable circumstances, meaning that the actual scope of services and functionalities provided via the Bolt Platform may change compared to the description of functionalities of Bolt Platform that have been provided in these Terms, the Whitepaper or the Website. The Company has full discretion to determine which services, in which order and under which timeline it will introduce to the Bolt Platform.

- 7.3 The Participants hereby acknowledge that certain functionalities or services provided via the Bolt Platform may be developed and provided by the affiliates or third-party partners of the Company. The Company has full discretion to decide the extent to which it outsources its rights and obligations related to providing the Bolt Platform and the services provided via the Bolt Platform.

8 TRANSFERRING AND TRADING BOLTTCOINS

A Participant can transfer BoltCoins to another person, provided the transfer is in compliance with the applicable laws and regulations, including the restrictions outlined in the preamble of these Terms. However, Participants may not utilize BoltCoins or the Bolt Platform for the general transmission of monetary value (i.e., sending BoltCoins for other than the recipient's *bona fide* intent to utilize the BoltCoins for goods, services, or other purposes within the Bolt Platform). The Company intends to seek to make BoltCoins available for trade on secondary market (cryptocurrency exchanges), but makes no guarantee or warranty of such outcome. In the event BoltCoins are listed on a third-party cryptocurrency exchange, a Participant desiring to use such exchange may need to provide information and documents requested by the exchange and accept and agree to terms of service or other rules in addition to these Terms in order to engage in trading with BoltCoins therein.

9 ACKNOWLEDGMENT AND ASSUMPTION OF RISKS

YOU ACKNOWLEDGE AND AGREE THAT THERE ARE RISKS ASSOCIATED WITH PURCHASING BOLTTCOINS, HOLDING BOLTTCOINS, AND USING BOLTTCOINS FOR THE PURPOSES OUTLINED IN THESE TERMS, AS DISCLOSED AND EXPLAINED IN ANNEX 1. PRIOR TO PURCHASING BOLTTCOINS, YOU SHOULD CAREFULLY CONSIDER THE RISKS DISCLOSED IN ANNEX 1 AND, TO THE EXTENT NECESSARY, CONSULT AN APPROPRIATE LAWYER, ACCOUNTANT, AND/OR TAX PROFESSIONAL. IF ANY OF THE RISKS DISCLOSED IN ANNEX 1 ARE NOT ACCEPTABLE TO YOU, YOU SHOULD NOT PURCHASE BOLTTCOINS.

10 REPRESENTATIONS AND WARRANTIES

By accepting these Terms and/or acquiring BoltCoins, you represent and warrant to the Company that each of the following statements is true and correct:

- (a) you have read and understand these Terms (including the risks set forth in Annex 1) and all documents integrated hereto by reference;
- (b) you are not relying on any representations or statements made generally or information supplied by or on behalf of the Company other than information contained in the materials referred to in paragraph (a);
- (c) you have sufficient understanding of the functionality, usage, storage, transmission mechanisms and other material characteristics of BoltCoins, smart contract functionality, token storage mechanisms (such as token wallets), blockchain technology and blockchain-based software systems to understand these Terms and to appreciate the risks and implications of purchasing BoltCoins;
- (d) you have correctly completed the procedure for your identification as established on the Website. Any information or documentation you have provided, or will provide, in course of your identification is correct, valid and up to date;
- (e) you understand that BoltCoins confer only the rights specifically described in these Terms, and confer no other rights in any form with respect to the Company or its corporate affiliates and/or service providers, including, but not limited to, any ownership, dividend, profit-sharing, voting, distribution, redemption, liquidation, proprietary (including all forms of intellectual property), or other financial or legal rights;
- (f) your purchase of BoltCoins complies with applicable laws and regulations in your jurisdiction, including, but not limited to, (i) legal capacity and any other threshold requirements in your jurisdiction for purchasing and using BoltCoins, using the Website, and entering into contracts with the Company, (ii) any anti-money laundering or regulatory restrictions applicable to such purchase, and (iii) any governmental or other consents that may needed to be obtained;
- (g) if you are purchasing BoltCoins on behalf of a legal entity, you are authorized to accept these Terms on such entity's behalf and bind such entity, and such entity will be responsible for breach of these Terms by you or any other employee or agent of such entity;

- (h) you are not purchasing BoltCoin for investment, speculative or other financial gain purposes;
- (i) the funds used for purchasing BoltCoin do not have criminal, otherwise illegal or unethical origin or source or origins, and no transaction involving BoltCoin is made to facilitate any criminal, otherwise illegal or unethical activity;
- (j) you are not prohibited from participating in the Private Sale or receiving BoltCoin as per the terms of the important restriction outlined in the preamble of these Terms;
- (k) you understand that you may not be able to sell or otherwise transfer BoltCoin due to potential lack of liquidity, including that BoltCoin may never become available for trade on secondary market (exchange) and/or that there may not be buyers who would be interested in acquiring BoltCoin from you;
- (l) you understand that BoltCoin do not have any intrinsic underlying value after the Private Sale and the Public ICO and the price of BoltCoin on any exchange is subject to fluctuations which the Company is unable to control;
- (m) your BoltCoin or rights thereto may be subject to transfer restrictions (e.g., if you are a U.S. purchaser in the BoltCoin pre-sale); by purchasing BoltCoin under these terms, you agree to determine and abide by the transfer restrictions applicable to you without exclusive reliance upon these Terms (the Company recommends retaining legal counsel in your jurisdiction to determine the applicable transfer restrictions and means of compliance);
- (n) If and while transfer restrictions are applicable to the BoltCoin you hold or rights thereto, you agree to not transfer, directly or indirectly, any BoltCoin, rights thereto or any interest therein without the consent of the Company, and further, you agree to not, directly or indirectly, transfer any of your BoltCoin, any rights thereto or any interest therein unless the proposed transferee has made the same representations and warranties as set out herein and as are applicable to both your and the transferee's jurisdictions;
- (o) you did not acquire and will not transfer any Tokens within the Republic of China, North Korea, Somalia, Yemen and each of their respective territories or possessions. United States and United Kingdom purchasers are restricted to accredited investors as defined in each jurisdiction, respectively. (Each of the foregoing a "Restricted Territory," herein). You are not aware of and are in no way relying on, and did not become aware of the sale of Tokens through or as a result of, from or in any Restricted Territory (except where permitted by applicable exemption): any form of general solicitation or general advertising including, without limitation, any article, notice, advertisement or other communication published in any newspaper, magazine or similar media or broadcast over television or radio, or electronic mail over the internet, in connection with the offering and sale of Tokens and you are not purchasing Tokens and did not become aware of the offering of Tokens through or as a result of, in any Restricted Territory, any seminar or meeting to which you were invited by, or any solicitation of a subscription by, a person not previously known to you in connection with investments in securities or purchases of blockchain tokens generally;
- (p) **Additional U.S. Purchaser Representations, Warranties and Covenants.** If you are a resident or citizen of the United States, you represent, warrant and covenant that:
 - i. You are an Accredited Investor, as defined by Rule 501 of Regulation D of the United States Securities Act of 1933 ("Accredited Investor");
 - ii. You have been advised that BoltCoin Tokens have not been registered under the Securities Act, or any U.S. state securities laws and, therefore, cannot be resold unless they are registered under the Securities Act and applicable state securities laws, or unless an exemption from such registration requirements is available;
 - iii. You are purchasing the Tokens for your own account and motivated by an interest in your ability to use the Tokens within the System, not as a nominee or agent, and not with a view to, or for resale in connection with, the distribution thereof;
 - iv. You have no present intention of selling, granting any participation in, or otherwise distributing Tokens; and
 - v. You have such knowledge and experience in financial, business and technological matters that you are capable of evaluating the merits and risks of the Token purchase, are able to

- withstand a complete loss of the purchase price without impairing your financial condition, and are able to bear such economic risk for an indefinite period of time;
- vi. You are acquiring the Tokens for prospective System-usage capabilities, and not with a view to, or for offer or sale in connection with, any distribution thereof in violation of the Securities Act or any other applicable securities laws, subject to any requirement of law that the disposition of your property or the property of such purchaser account or accounts be at all times within your or their control and subject to your or their ability to resell the Tokens, if, as and when issued, pursuant to Rule 144, Rule 144A, Regulation S, or any other exemption from registration available under the Securities Act;
 - vii. If you are acquiring the Tokens pursuant to Regulation D, you agree (on your own behalf and on behalf of any purchaser account for which you are acquiring the Tokens), and each subsequent holder of the Tokens by its acceptance thereof will be deemed to agree, that prior to the expiration of the applicable holding period set forth in Rule 144 (the “Resale Restriction Termination Date”), you or it will offer, sell or otherwise transfer the Tokens only (a) to the Company or any of its subsidiaries or agents, (b) for so long as the Tokens are eligible for resale pursuant to Rule 144A under the Securities Act (“Rule 144A”), to a person you or it reasonably believes is a Qualified Institutional Buyer, as defined in Rule 144A (“QIB”) that purchases for its own account or for the account of a QIB to which notice is given that the transfer is being made in reliance on Rule 144A, (c) pursuant to offers and sales to persons who are not “U.S. persons” that occur outside the United States in accordance with Regulation S and in accordance with the laws applicable to you in the jurisdiction in which such purchase is made, (d) pursuant to a registration statement that has been declared effective under the Securities Act or (e) pursuant to any other available exemption from the registration requirements of the Securities Act, subject, in each of the foregoing cases, to any requirement of law that the disposition of your property or the property of such purchaser account or accounts be at all times within your or their control and, in each case, in compliance with applicable securities laws of any U.S. state or any other applicable jurisdiction. In addition, the Company will require, prior to any offer, sale or transfer (i) pursuant to clause (b), (c) or (e) of this term, the delivery of an opinion of counsel, certification or other information satisfactory to each of them and (ii) in each of the foregoing cases, that a transferee is presented with the resale restrictions set forth in the preceding paragraph and affirmatively signal his, her or its understanding. The foregoing restrictions on resale will not apply subsequent to the Resale Restriction Termination Date;
 - viii. Each holder of BoltCoin Tokens acknowledges that the Company is not making any representations as to the availability of the exemption provided by Rule 144 for resale of the Tokens, if, as and when issued;
 - ix. Each U.S holder of BoltCoin Tokens acknowledges that the Tokens will be deemed to contain a legend substantially to the following effect:

THIS BOLTTCOIN TOKEN HAS NOT BEEN AND WILL NOT BE REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE “SECURITIES ACT” OR “ACT”), OR THE SECURITIES LAWS OF ANY STATE OR OTHER JURISDICTION. NEITHER THIS TOKEN NOR ANY INTEREST OR PARTICIPATION THEREIN MAY BE OFFERED, SOLD, ASSIGNED, TRANSFERRED, PLEDGED, ENCUMBERED OR OTHERWISE DISPOSED OF IN THE ABSENCE OF SUCH REGISTRATION OR UNLESS SUCH TRANSACTION IS EXEMPT FROM, OR NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT. SUBSEQUENT TO THE INITIAL ISSUANCE OF THIS TOKEN, EACH HOLDER OF THIS TOKEN, BY ITS ACCEPTANCE THEREOF, REPRESENTS THAT (A) IT IS A “ACCREDITED INVESTOR” (AS DEFINED IN

REGULATION D UNDER THE SECURITIES ACT (“RULE 501”)) OR (B) IT IS NOT A “U.S. PERSON” AND IS ACQUIRING THIS TOKEN IN AN OFFSHORE TRANSACTION WITHIN THE MEANING OF REGULATION S UNDER THE SECURITIES ACT AND IN ACCORDANCE WITH THE LAWS APPLICABLE TO IT IN THE JURISDICTION IN WHICH SUCH ACQUISITION IS MADE.

THE HOLDER OF THIS TOKEN AGREES, PRIOR TO THE EXPIRATION OF THE APPLICABLE HOLDING PERIOD WITH RESPECT TO RESTRICTED SECURITIES SET FORTH IN RULE 144 UNDER THE SECURITIES ACT (THE “RESALE RESTRICTION TERMINATION DATE”), (1) TO OFFER, SELL OR OTHERWISE TRANSFER THIS TOKEN ONLY (A) TO THE TOKEN CREATOR/ISSUER (BOLTTCOIN OÜ, or “COMPANY”) OR ANY OF THE COMPANY’S SUBSIDIARIES, (B) FOR SO LONG AS THE TOKEN IS ELIGIBLE FOR RESALE PURSUANT TO RULE 144A, TO A PERSON IT REASONABLY BELIEVES IS A “QUALIFIED INSTITUTIONAL BUYER” AS DEFINED IN RULE 144A PURCHASING FOR ITS OWN ACCOUNT OR FOR THE ACCOUNT OF A QUALIFIED INSTITUTIONAL BUYER TO WHICH NOTICE IS GIVEN THAT THE TRANSFER IS BEING MADE IN RELIANCE ON RULE 144A UNDER THE SECURITIES ACT, (C) PURSUANT TO OFFERS AND SALES TO PERSONS WHO ARE NOT “U.S. PERSONS” THAT OCCUR OUTSIDE THE UNITED STATES IN ACCORDANCE WITH REGULATION S AND IN ACCORDANCE WITH THE LAWS APPLICABLE TO IT IN THE JURISDICTION IN WHICH SUCH PURCHASE IS MADE, (D) PURSUANT TO A REGISTRATION STATEMENT THAT HAS BEEN DECLARED EFFECTIVE UNDER THE SECURITIES ACT OR (E) PURSUANT TO ANY OTHER AVAILABLE EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT, SUBJECT, IN EACH OF THE FOREGOING CASES, TO ANY REQUIREMENT OF LAW THAT THE DISPOSITION OF ITS PROPERTY OR THE PROPERTY OF SUCH PURCHASER ACCOUNT OR ACCOUNTS BE AT ALL TIMES WITHIN ITS OR THEIR CONTROL AND, IN EACH CASE, IN COMPLIANCE WITH APPLICABLE SECURITIES LAWS OF ANY U.S. STATE OR ANY OTHER APPLICABLE JURISDICTION, AND (2) THAT IT WILL HAVE A REASONABLE BELIEF THAT EACH PERSON TO WHOM THE TOKENS ARE TRANSFERRED WILL BE PRESENTED WITH NOTICE SUBSTANTIALLY TO THE EFFECT OF THIS LEGEND AND WILL HAVE AFFIRMATIVELY SIGNALLED ITS UNDERSTANDING; PROVIDED, THAT THE COMPANY SHALL HAVE THE RIGHT PRIOR TO ANY SUCH OFFER, SALE OR TRANSFER PURSUANT TO CLAUSES (B) AND (E), PRIOR TO THE RESALE RESTRICTION TERMINATION DATE, OR PURSUANT TO CLAUSE (C), PRIOR TO, AND UPON COMPLETION OF, THE DISTRIBUTION COMPLIANCE PERIOD (WITHIN THE MEANING OF REGULATION S UNDER THE SECURITIES ACT), TO REQUIRE THE DELIVERY OF AN OPINION OF COUNSEL, CERTIFICATION OR OTHER INFORMATION SATISFACTORY TO THE COMPANY.

THE HOLDER OF THIS TOKEN AGREES NOT TO OFFER, SELL OR OTHERWISE TRANSFER SUCH BOLTTCOIN TOKEN PRIOR TO THE EXPIRATION OF A 12-MONTH RESTRICTED PERIOD FOLLOWING THE DATE OF ISSUANCE OF THE TOKEN, DURING WHICH THE TOKEN MAY NOT BE OFFERED, SOLD, ASSIGNED, TRANSFERRED, PLEDGED, ENCUMBERED OR OTHERWISE DISPOSED OF.

HEDGING TRANSACTIONS INVOLVING THIS TOKEN MAY NOT BE CONDUCTED UNLESS IN COMPLIANCE WITH THE ACT.

- x. You agree that you will not transfer the Tokens unless you are given reasonable assurance that each person to whom you transfer BoltCoin Tokens receives notice of any restrictions on transfer of such Tokens;
- xi. You agree that, for the purposes of this Section (p), the term “Token,” wherever used, shall also be deemed to cover and include any technically-necessitated substitute or replacement tokens that may be issued by Company.

(q) Representations, Warranties and Covenants of Non-U.S. Token Purchasers in Respect of U.S. Persons. If you are not a U.S. resident or citizen, you agree and consent that you are acquiring the Tokens pursuant to Regulation S under the Securities Act, and you acknowledge, on your own behalf and on behalf of any purchaser account for which you are acquiring the Tokens, and each subsequent holder of the Tokens by its acceptance thereof will be deemed to acknowledge that, until the expiration of the one-year “distribution compliance period” under Regulation S (the “Distribution Compliance Period”), you or it will not make any offer or sale of the Tokens to a U.S. person or for the account or benefit of a U.S. person within the meaning of Rules 902 and 903 promulgated under the Securities Act, except in compliance with applicable securities laws. In addition, you further acknowledge that with respect to BoltCoin Tokens received pursuant to Regulation S, hedging transactions involving such Tokens may not be conducted unless in compliance with the Securities Act.

(r) Anti-Money Laundering Representations, Warranties and Covenants. You represent and warrant to the Company that:

- i. you are not a Prohibited Person (as defined at the end of Annex 2);
- ii. no person or entity that controls, is controlled by or under common control with, you is a Prohibited Person;
- iii. neither you, nor any person having a direct or indirect beneficial interest in you or Tokens being acquired, is the subject of sanctions administered or enforced by any country or government (collectively, “Sanctions”) or is organized or resident in a country or territory that is the subject of country-wide or territory-wide Sanctions; and to the extent the you have any Beneficial Owners¹:
 - A. you have carried out thorough due diligence to establish the identities of those Beneficial Owners;
 - B. based on that due diligence, you reasonably believe that no Beneficial Owner is a Prohibited Person;
 - C. you will hold the evidence of those identities and status and will maintain all of that evidence for at least five years from the date of your complete disposition of Tokens; and
 - D. you will make available that evidence and any additional evidence that the Company may require upon request in accordance with applicable regulations.
- iv. You acknowledge to the Company that If any of the representations and warranties in the preceding clause ceases to be true or if the Company no longer reasonably believes that it has satisfactory evidence as to their truth, despite any other agreement to the contrary, the

¹For these purposes, Beneficial Owners include, but are not be limited to the following: (i) shareholders of a corporation; (ii) partners of a partnership; (iii) members of a limited liability company; (iv) investors in a fund of funds; (v) the grantor of a revocable or grantor trust; (vi) the beneficiaries of an irrevocable trust; (vii) the individual who established an IRA; (viii) the participant in a self-directed pension plan; (ix) the sponsor of any other pension plan; and (x) any person represented by the Purchaser in an agency, representative, intermediary, nominee or similar capacity. If the Beneficial Owner is itself an entity, the information and representations set forth in this Agreement must also be given with respect to its individual Beneficial Owners. If the Purchaser is a publicly-traded company, it need not conduct due diligence as to its Beneficial Owners.

Company may, in accordance with applicable regulations, be obligated to do one or more of the following:

- A. to take certain actions relating to your holding of Tokens;
 - B. to report that action; and
 - C. to disclose your identity to U.S. OFAC or other authority.
- v. If the Company is required to take any of the actions referred to in the preceding clause, you understand, and agree with the Company, that you have no claim against the Company, and its affiliates, directors, members, partners, shareholders, officers, employees and agents for any of damages as a result of any of those actions.
 - vi. To the extent that the foregoing release inures for the benefit of any director, officer, employee, delegate, agent or subcontractor (whether existing or in the future) of the Company, you acknowledge, and by accepting this application the Company agree, that the Company holds the benefit of release on trust for that person.
 - vii. In order to comply with the anti-money laundering regulations applicable to the Company, you acknowledge to the Company that Tokens will not be issued until the Company is satisfied that evidence regarding the source of the purchase amounts, your identity, and (if applicable) your Accredited Investor status is satisfactory.
 - viii. If, as a result of any information or other matter which comes to his attention, any person resident in Estonia knows or suspects or has reasonable grounds for knowing or suspecting that another person is engaged in criminal conduct or is involved with terrorism or terrorist-connected assets or proceeds and the information for that knowledge or suspicion came to their attention in the course of business in the regulated sector, or other trade, profession, business or employment, the person will be required to report such knowledge or suspicion to the Estonian Police; and such a report shall not be treated as a breach of confidence or of any restriction upon the disclosure of information imposed by any enactment or otherwise.
 - ix. By agreeing to these terms, you consent to the disclosure by or on behalf of the Company of any information about you to regulators and others upon request in connection with money laundering and similar matters, both in Estonia and in other jurisdictions.

(s) Tax Information Exchange Obligations-related Representations, Warranties and Covenants.

- i. For the purposes of this Agreement, “Tax Information Exchange Obligations” means: (i) the United States Foreign Account Tax Compliance Act provisions enacted under the United States Hiring Incentives to Restore Employment Act and any guidance, or regulations relating thereto (“FATCA”); (ii) any other legislation, regulations or guidance enacted in any jurisdiction which seeks to implement similar tax reporting, tax information exchange, reporting and/or withholding tax regimes (including the OECD Common Reporting Standard on the automatic exchange of financial account information); (iii) any intergovernmental Application between Estonia and the U.S., the U.K. or any other jurisdiction (including any government bodies in any other such jurisdiction), entered into, in order to comply with, facilitate, supplement or implement the legislation, regulations or guidance described in (i) and (ii), including the OECD Multilateral Competent Authority Application; and (iv) any legislation, regulations or guidance in Estonia that gives effect to the foregoing.
- ii. You acknowledge that if Company is subject to the Tax Information Exchange Obligations, or if Company determines in its sole discretion that it is subject to the Tax Information Exchange Obligations, Company will gather and disclose to the competent authorities information relating to purchasers of Tokens. Accordingly, you shall execute properly and provide to Company in a timely manner any documentation or other information that Company or its agents may request in writing from time to time in connection with the Tax Information Exchange Obligations. Without limitation, you shall provide any documentation or other information regarding you and your beneficial

owners requested by Company or its agents in connection with the Tax Information Exchange Obligations. You waive any provision under the laws and regulations of any jurisdiction that would, absent a waiver, prevent or inhibit Company's compliance with applicable law as described in this paragraph, including but not limited to by preventing either (i) you from providing any requested information or documentation, or (ii) the disclosure by Company and its agents of the provided information or documentation to applicable regulatory authorities.

- iii. If you provide information and/or documentation that is in anyway misleading, or if you fail to provide Company or its agents or delegates with the information and documentation that has been requested, (whether or not such action or inaction leads to compliance failures by Company, or a risk of Company or its token holders being subject to withholding tax or other penalties), Company reserves the right to take any action and/or pursue all remedies at Company's disposal. Further, you shall have no claim against Company, or its agents or delegates, for any form of damages or liability as a result of actions taken or remedies pursued by or on behalf of Company in order to comply with the Tax Information Exchange Obligations.

11 DATA SECURITY

You are responsible for implementing sufficient measures for securing the wallet or other storage mechanism you use to receive and hold BoltCoins. You acknowledge that in case any requisite private keys or other credentials are lost, you may lose access to your BoltCoins. We are not responsible for substituting such BoltCoins or for any losses, costs or expenses relating to lost access credentials.

12 TAXES

Any amounts that you pay for BoltCoins are exclusive of all applicable taxes. You are responsible for determining which taxes apply to your purchase of BoltCoins (if any). It is also your responsibility to withhold, collect, report and remit such taxes to appropriate tax authorities. We are not responsible for withholding, collecting, reporting, or remitting any sales, use, value added, or similar tax arising from the purchase of BoltCoins.

13 PERSONAL INFORMATION OF THE TOKEN BUYERS

13.1 When you purchase BoltCoins in course of the Private Sale the Company shall ask you to provide certain personal information. The information you provide in course of the verification (including KYC, AML, and if applicable, accredited investor screening) procedure shall be used only for identification and other legal qualification purposes. This information shall be kept for 5 (five) years or longer, if so required by the law to comply with the applicable anti-money laundering, terrorist financing prevention and other applicable regulations. You agree that Company will be authorized to process and store all personal data you provide or make available during the Private Sale for the foregoing purposes.

13.2 In addition to the above, the Company may collect information regarding the number of BoltCoins bought; amount paid for BoltCoins and other information regarding purchasing and storing BoltCoins. This is done for the purpose of effecting the correct distribution of BoltCoins and keeping a record in case of any issues arise related to distribution or storage of BoltCoins.

13.3 If you have provided a separate consent, the Company may use your name and e-mail address for sending updates, notices and promotional material regarding the Public ICO, BoltCoins or the Bolt Platform.

14 PARTICIPANT'S LIABILITY

14.1 Failure to follow the instructions provided in these Terms and/or on the Website may limit, delay, or prevent the Participant from purchasing BoltCoins or result in loss of funds, if the purchase price or BoltCoins are transferred to a wrong cryptocurrency wallet. Should this happen, the Company shall under no conditions be held liable for any costs or damages arising for the Participant or any other persons.

14.2 To the maximum extent permitted by applicable law, the Participant shall compensate the Company (as well any director, officer, employee or affiliate of the Company) for all damages suffered thereby in connection with any breach of a representation, warranty or obligation of the Participant under these Terms. Such damages to be compensated under this Section 14.2 shall include costs and expenses incurred due to third party claims (including penalties imposed by authorities), attorneys' fees and all other damages subject to compensation under applicable law.

14.3 In addition to Sections 14.1 and 14.2, the Participant shall compensate the Company (as well any director, officer, employee or affiliate of the Company) costs and expenses, including attorneys' fees, incurred in connection with reviewing and responding to subpoenas, legal orders and queries of public authorities concerning the Participant.

14.4 If you violate these Terms, we may cancel your purchase of BoltCoins at our sole discretion and without prior notice, and without any liability or further obligation to you or any other party. For the avoidance of doubt, our respective rights also apply in case it appears that you have acquired BoltCoins in breach of the important restrictions outlined in the preamble of these Terms or in case it becomes evident that your purchase of BoltCoins constituted a breach of any applicable laws.

14.5 You understand and agree that it is your obligation to ensure compliance with any legislation relevant to your country of domicile and/or citizenship concerning the purchasing and use of BoltCoins, whereas the Company does not accept any liability for any illegal or unauthorized purchase or use of BoltCoins by you or the legal entity you are representing.

15 COMPANY'S LIABILITY

15.1 To the maximum extent permitted by applicable law, and except as otherwise specified in writing by the Company, BoltCoins are sold on an "as is" and "as available" basis and without any representations or warranties of any kind, and the Company expressly disclaims all implied warranties as to BoltCoins, including, without limitation, implied warranties of merchantability, fitness for a particular purpose, title and non-infringement. The Company and its affiliates do not represent or warrant that BoltCoins are reliable, current or error-free, meet your requirements, or that defects in BoltCoins will be corrected.

15.2 Some statements in these Terms and in the Whitepaper, the Website and in other of the Company's public communications may include forward-looking statements which reflect the Company's and/or its management's current views with respect to Bolt Platform's performance and future plans. All forward-looking statements address matters that involve risks and uncertainties. Accordingly, there may be important factors that could cause the actual results of the business to differ materially from those indicated in these statements. There will be no obligation to update or review any forward-looking statements, whether as a result of new information, future developments or otherwise. The Company and its affiliates do not accept any liability for forward-looking statements.

15.3 The Company and its affiliates shall put forth their best efforts to develop the Bolt Platform and deliver it to a wide audience. However, it is possible that such development will fail or be terminated due to lack of users' or retail market interest, regulatory restrictions or other reasons. Therefore, the Company and its affiliates do not provide any guarantees in respect of the Bolt Platform.

15.4 To the maximum extent permitted by applicable law, the Company and its affiliates do not accept any liability for damages (including any incidental, indirect, special, punitive, exemplary or damages, loss of profit, goodwill, loss of use or data, or damages for business interruption), resulting from (i) any use of, or inability to use, the Bolt Platform, or (ii) purchasing of BoltCoins (including in case of fraud or other misconduct by any seller of BoltCoins other than the Company) or their use by the Participant. Among else, the Company does not accept any liability for any change of the value of BoltCoins (whether measured with respect to the price of particular products or services, other cryptocurrencies, or fiat currencies).

15.5 The Company and its affiliates shall not be liable for any damages suffered by you as a result of or otherwise in connection with causes beyond our control, including any hacker attack, technical failures, defects, bugs or viruses affecting BoltCoin sale or any cryptocurrency acceptable under these Terms

(including any delay in receiving or failure to receive BoltCoins in exchange for the payment in cryptocurrencies, as set forth in these Terms), circumstances related to your wallet service provider, your failure to follow these Terms, default by our suppliers or contractors, and/or any action taken by regulatory authorities.

15.6 In any case, the total amount of the Company's aggregate liability arising out or relating to these Terms or the use of or inability to use BoltCoins shall not exceed EUR 1000 (one thousand Euros).

15.7 No limitation of liability agreed in this Section 15 applies in case of intentional breach of obligations or in case of gross negligence by the Company. Some jurisdictions do not allow the exclusion of liability to the extent set forth in this Section 15. Accordingly, some of the limitations set forth in this Section may not apply to you.

16 MISCELLANEOUS

16.1 The Company retains all right, title, and interest in all of its intellectual property, including inventions, ideas, concepts, software and brands, whether or not patentable, copyrightable or protectable by trademark related to BoltCoin, the Bolt Platform and the Website. You may not use any such intellectual property without our prior written consent.

16.2 Notices to the Company shall be sent by e-mail to tokensales@boltcoin.io. Notices to the Participant may be posted on the Website or delivered by e-mail or any other means.

16.3 The Company may amend these Terms at any time by posting a revised version on the Website. By purchasing Tokens or using the Bolt Platform after the Company has posted revised Terms shall be regarded as your acceptance of the revised Terms.

16.4 If any term, clause or provision of these Terms is held unlawful, void or unenforceable, then that term, clause or provision will be severable from the rest of these Terms 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.

16.5 No delay in performing an obligation or in exercising a right under these Terms by the Company will mean exemption of such obligation or waiver of such right, nor will separate or partial exercise of any right exclude further exercise of such right or any other right, unless the provisions or the context of these Terms requires otherwise.

16.6 The Company may, at its sole discretion, assign its rights and/or obligations under these Terms to any of its affiliate companies. You may not assign any of your rights and/or obligations under these Terms and such rights and obligations shall be binding on you as long as you hold any BoltCoins.

17 APPLICABLE LAW AND JURISDICTION

17.1 These Terms will be governed by the laws of the Republic of Estonia, except the conflict of laws rule.

17.2 Any dispute, controversy or claim arising out of or in connection with this Agreement, or the breach, termination or invalidity thereof, which the Parties have failed to solve by negotiations, will be settled in Harju County Court in Tallinn, Estonia as the court of first instance.

ANNEX 1

Certain Risks Relating to Purchase and Use of BoltttCoins

Important Note: *As noted elsewhere in these Terms, BoltttCoins are not being structured or sold as securities or any other form of investment product. Accordingly, none of the information presented in this Annex 1 is intended to form the basis for any investment decision, and no specific recommendations are intended. The Company expressly disclaims any and all responsibility for any direct or consequential loss or damage of any kind whatsoever arising directly or indirectly from: (i) reliance on any information contained in this Annex 1, (ii) any error, omission or inaccuracy in any such information or (iii) any action resulting from such information.*

By purchasing, holding and using BoltttCoins, you expressly acknowledge and assume the following risks:

1. Risk of Losing Access to BoltttCoins Due to Loss of Private Key(s)

A private key, or a combination of private keys, may be necessary to control and dispose of BoltttCoins stored in your digital wallet. Accordingly, loss of requisite private key(s) associated with your digital wallet storing BoltttCoins will result in loss of such BoltttCoins. Moreover, any third party that gains access to such private key(s), including by gaining access to login credentials of a hosted wallet service you use, may be able to misappropriate your BoltttCoins.

2. Risks Associated with the Ethereum and Waves protocols

The smart contract system concept and the underlying software application and software platforms (i.e. the Ethereum and Waves blockchains) are still in an early development stage and unproven. Any malfunction, breakdown or abandonment of such software may have a material adverse effect on BoltttCoins. Moreover, advances in cryptography, or technical advances such as the development of quantum computing, or the discovery of flaws in employed cryptographic methods or their implementation(s), could present risks to BoltttCoins by rendering ineffective the integrity and/or cryptographic consensus mechanism that underpins the Ethereum and Waves protocols or other parts of the BoltttCoin system or Bolttt Platform.

3. Risk of Mining Attacks

As with any cryptocurrencies based on the Ethereum or Waves protocols, BoltttCoins are susceptible to mining attacks, including but not limited to double-spend attacks, majority mining power attacks, “selfish-mining” attacks, and race condition attacks. Any successful attack presents a risk to BoltttCoins, the Company, its ability to develop and provide the Bolttt Platform and accompanying services, including accurate execution and recording the transaction involving BoltttCoins.

4. Risk of Hacking and Security Weaknesses

Hackers or other malicious groups or organizations may attempt to interfere with BoltttCoins or the Website in a variety of ways, including, but not limited to, malware attacks, denial of service attacks, consensus-based attacks, Sybil attacks, smurfing and spoofing. Hackers or other malicious groups or organizations may attempt to steal the proceeds from the Private Sale or the Public ICO, thus potentially impacting the ability of the Company to develop and provide its services. Furthermore, 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 Company’s smart contract, which could negatively affect the Company’s smart contract and BoltttCoins.

5. Risks Associated with Markets for BoltttCoins

BoltttCoins are intended to be used for the purposes outlined herein, and Company may not support or otherwise facilitate any secondary trading or external valuation of BoltttCoins. This restricts the contemplated avenues for using BoltttCoins and could therefore create illiquidity risk with respect to BoltttCoins you hold. Even if secondary trading of BoltttCoins 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 fraud or manipulation. Furthermore, to the extent that third parties do ascribe an external exchange value to BoltttCoins (e.g., as

denominated in a digital or fiat currency), such value may be extremely volatile and diminish to zero for some or all times.

6. Risk of Uninsured Losses

Unlike bank accounts or accounts at some other financial institutions, BoltCoins 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 government 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 BoltCoins and distributed ledger technology is unclear or unsettled in many jurisdictions. It is impossible to predict how or whether regulatory agencies may apply existing regulation with respect to such technology and its applications, including BoltCoins. It is likewise impossible to predict how or whether legislatures or regulatory agencies may implement changes to law and regulation affecting distributed ledger technology and its applications, including BoltCoins. Regulatory actions could negatively impact BoltCoins in various ways, including, for purposes of illustration only, through a determination that BoltCoins are a regulated financial instrument that require registration or licensing. The Company may require Participants agree to additional terms and conditions in response to new regulatory requirements or changes in regulatory guidance or enforcement practices, or even 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. In either case, the Company may be compelled to take remedial actions that could materially impact the value or usefulness of BoltCoins generally.

8. Risks Arising from Taxation

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

9. Risk of Alternative Services

It is possible that alternative services could be established that are materially similar to the services provided via the Bolt Platform. Alternative services may compete with the Bolt Platform, which could negatively impact the value of BoltCoins and the Bolt Platform.

10. Risk of Insufficient Interest in the Bolt Platform

It is possible that the Bolt 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 ecosystems more generally. Such a lack of use or interest could negatively impact the development of the Bolt Platform and therefore the potential utility of BoltCoins.

11. Risks Associated with the development of the Bolt Platform

The Bolt Platform and accompanying services provided by the Company or its affiliates are still under development and may undergo significant changes over time. Although the Company intends for the above services to function as described herein and within any incorporated materials and intends to take commercially reasonable steps toward those ends, the Company or its affiliates may have to make changes to the specifications of the Bolt Platform and the services for any number of legitimate reasons. This could create the risk that the services, as further developed and maintained, may not meet your expectations at the time of purchase. Furthermore, despite our good faith efforts to develop the Bolt Platform, it is still possible that the Bolt Platform and accompanying services will experience malfunctions or otherwise fail to be adequately developed, which may negatively impact the potential utility of BoltCoins.

12. Risk of an Unfavorable Fluctuation of Bitcoin, Ether and Other Cryptocurrency Values

The Company team intends to use the proceeds from selling BoltCoins to fund the development of its services, as described herein and in any incorporated materials. The proceeds of BoltCoin sale will be denominated in cryptographic currencies (such as Ether) and converted into other cryptographic and fiat currencies. If the value of cryptographic and other currencies fluctuates unfavorably during or after the Private Sale or the Public ICO, the Company may not be able to proceed in the manner that it intended.

13. Risks Associated with Intellectual Property Rights Claims

Intellectual property rights claims may adversely affect the operation of the Company and provision of its services. Third parties may assert intellectual property claims relating to the holding and transfer of digital assets and their source code, or relating to the provision of the associated digital services. Regardless of the merit of any intellectual property or other legal action, any threatened action that reduces confidence in the Company's long-term viability or the ability of end-users to hold and transfer BoltCoins may adversely affect the value of BoltCoins. Additionally, meritorious intellectual property claim could prevent the Company and other end-users from accessing the Company's services or holding or transferring the BoltCoins.

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 Bitcoin or Ether (or other cryptographic and fiat currencies), decrease in BoltCoins' utility, the failure of commercial relationships, or intellectual property ownership challenges, the Company may not have sufficient funds to continue operations and may dissolve.

15. Risks Arising from Lack of Governance Rights

Because BoltCoins confer no governance rights of any kind with respect to the Company, all decisions involving the Bolt Platform and the Company will be made by the Company and its affiliates at their sole discretion, including, but not limited to, decisions to discontinue provision of some of the services, to sell or repurchase more BoltCoins, or to sell or liquidate the Company. These decisions could adversely affect BoltCoins you hold.

16. Unanticipated Risks

Cryptographic tokens such as BoltCoins are a new and untested technology. In addition to the risks included in this Annex 1, there are other risks associated with your purchase, holding and use of BoltCoins, including those that the Company cannot anticipate. Such risks may further materialize as unanticipated variations or combinations of the risks discussed in this Annex 1.

ANNEX 2

Eligible and Prohibited Purchasers

Initially, all purchasers (each a “Purchaser”) are Eligible Purchasers, except the following:

- 1.1 a Purchaser whose acquisition of Tokens would cause a breach of the law or requirements of any country or governmental authority, including anti-money laundering regulations or conventions;
- 1.2 a Purchaser on behalf of terrorists or terrorist organisations, including those persons or entities that are included on the List of Specially Designated Nationals and Blocked Persons maintained by the US Treasury Department's Office of Foreign Asset Control² (“OFAC”);
- 1.3 a Purchaser who acts, directly or indirectly, for a senior foreign political figure, any member of a senior foreign political figure's immediate family or any close associate of a senior foreign political figure³ unless the Company, after being specifically notified by the Purchaser in writing that it is such a person, conducts further due diligence, and determines that the investment is permitted;
- 1.4 a Purchaser or an entity acting as trustee, agent, representative or nominee for a Purchaser that is a foreign shell bank⁴;
- 1.5 a Purchaser who makes representations or warranties in the Agreement that are not true when given or have ceased to be true;
- 1.6 a Purchaser whose circumstances are such that, in the opinion of the Company's directors, its continued ownership of Tokens would cause an undue risk of adverse tax or other consequences to the Company. Those circumstances include those that affect that Purchaser directly or indirectly, whether taken alone or in conjunction with another person or persons, connected or not, or any other circumstance that appears to the directors to be relevant; and
- 1.7 A Purchaser, or a Purchaser that is an entity acting as trustee, agent, representative or nominee for a person, who is a “United States Person” (within the meaning of Regulation S of the United States Securities Act, or “the Act”) and is who not an Accredited Investor (within the meaning of Rule 501, paragraph (a), promulgated under the Act). The Purchaser must notify the Company immediately if the Purchaser becomes a United States person or becomes aware that any person for whom the Purchaser holds shares as trustee, agent, representative or nominee has become a United States person. If these terms and conditions are being presented by Company as part of an offering to US persons which is exempt from registration under the Act, the Company will supply, and Purchaser agrees to deliver to the Company a completed Application Form that contains certain representations, warranties and agreements in accordance with applicable U.S. laws and regulations before acquiring any Tokens. In such case, Purchaser further agrees to abide by all of these terms and conditions which are applicable to U.S. Persons.

All persons who do come within any of these categories are collectively, for the purposes of this Agreement, “Prohibited Persons.”

From time to time, the Company's directors may amend the criteria for determining who is an Eligible Purchaser for the purpose of purchasing or receiving a Token.

²The OFAC list may be accessed on the web at <http://www.treas.gov/ofac>.

³Senior foreign political figure means a senior official in the executive, legislative, administrative, military or judicial branches of a foreign government (whether elected or not), a senior official of a major foreign political party or a senior executive of a foreign government-owned corporation. In addition, a senior foreign political figure includes any corporation, business or other entity that has been formed by, or for the benefit of, a senior foreign political figure. The immediate family of a senior foreign political figure typically includes the political figure's parents, siblings, spouse, children and in-laws. A close associate of a senior foreign political figure is a person who is widely and publicly known internationally to maintain an unusually close relationship with the senior foreign political figure, and includes a person who is in a position to conduct substantial domestic and international financial transactions on behalf of the senior foreign political figure.

⁴Foreign shell bank means a foreign bank without a physical presence in any country, but does not include a regulated affiliate.

