

Agreement to sell tokens KVANTOR / KVARK

This Agreement regulates the relations between Kvantor.Tech company, the company Alfida Business Group Ltd and Licensee, and sets out general rules and procedures for acquiring KVANTOR Tokens (licenses) KVANTOR by Buyer on specified conditions in this Agreement.

Kvantor.Tech company owns exclusive rights to the KVANTOR.KEY software, which transfers to Alfida Business Group Ltd under the license agreement non-exclusive rights to use the KVANTOR.KEY software with the right to sell licenses for the KVANTOR.KEY software distributors and Alfida Business Group Ltd transfers fees to Kvantor.Tech minus the agreed commission. KVANTOR.KEY ensure that under a license agreement the Company transmits Alfida Business Group Ltd non-exclusive rights to use the software KVANTOR.KEY with the right to sell software licenses KVANTOR.KEY distributors, and company Alfida Business Group Ltd lists Kvantor.Tech charges less the agreed commission.

The agreement is a public offer. Licensee should carefully read, understand and unconditionally accept the provisions of this Agreement with their consent with the consent of with them. In cases not regulated covered by this Agreement (including, but not limited to intellectual property rights, dispute resolution, etc.), the terms and conditions of sale KVANTOR Tokens are applied to the relations arising under this Agreement.

Agreement may be amended by the Company at any time unilaterally. The new edition of present Agreement shall enter into force on the date of its posting on Site, <https://kvantor.com> unless otherwise expressly indicated.

1. DEFINITIONS AND TERMS

Platform KVANTOR - a project of mutual technologies and transactions at competitive and affordable prices, which is a software-based platform Hyperledger Fabric.

Company - Kvantor.Tech LTD, Achaion street, 35 5th floor, Flat/Office 17 Agios Andreas, 1101, Nicosia, Cyprus. The company is the author of (the developer) and the owner of the exclusive rights to the software KVANTOR.KEY, which is authorized has powers to transfer non-exclusive rights to use the software under a license agreement on the basis of legal documents.

Company - Alfida Business Group LTD, Suite 1, Second Floor, Sound & Vision House, Francis Rachel Str., Victoria, Mahe, Seychelles. The company, which the author (designer) and the owner of the exclusive rights to the software KVANTOR.KEY security, the right to use the software on the conditions stipulated by the license agreement, including the right to grant licenses to use the software KVANTOR.KEY distributors for distribution agreements to obtain the payment of such agreements.

Licensee - a person who has full legal capacity to carry all the rights and obligations under this Agreement, acquiring 2 software licenses from the company purchased from 2 software licenses.

The agreement for the sale of tokens - this agreement, as well as other rules and documents defining the procedure for the acquisition of tokens KVANTOR / KVARK.

Whitepaper - the main document describing KVANTOR project, conditions of participation in it, a "road map" and other basic general conditions for all participants.

website <https://kvantor.com> - an online resource that represents a collection contained in the information system of information and intellectual property (. Including computer programs, database, graphical design interface (design), etc.), access to which is provided with various user devices connected to the Internet through a special software for web browsing (including domains following levels apply to these addresses) or mobile applications.

Mobile application - software for portable (mobile) devices mounted or downloadable Licensee to such devices using various software platforms designed to access the site <https://kvantor.com>.

Services - functionality, service, services, tools, available for licensees on <https://kvantor.com> Site.

ITO (Initial Token Offering) - Implementation (provision) tokens KVANTOR licensees before the full operation of all services platform KVANTOR to secure resources for its promotion and operation under certain conditions.

Kvantor.Node - distribution node blokcheyna KVANTOR, including management tools and basic integration interfaces for customers. To get started with the network, the client installs in its distribution infrastructure, configures, connects to blokcheynu.

Kvantor.Bank - software distribution that supports the functioning of banking services both for the bank and for the end user.

Kvantor.Market - application (mobile, desktop) for the end user (business) with KVANTOR services.

Token KVANTOR - a license for non-exclusive right to the result of intellectual activity (software) and income from it on exclusive terms.

Token kvark - licenses accounting unit of the product (analogue - license key or SKU corporate license agreements).

Register - Licensee actions set of tokens in accordance with the stated on the website's instructions, including the provision of records and other information (including downloading documents and copies thereof), made by Licensee using a special form of the user interface of the Site in order to form a personal account and gain access to individual services site.

Information - any information and materials provided by the Licensee for the Company in connection with the use of the Site.

2. Acceptance of this Agreement

2.1. This Agreement is binding on the parties to this Agreement, subject to the following conditions:

2.1.1. Licensee makes a note in a special section on the Site <https://kvantor.com> to indicate that he has read, understands and agrees to the terms of this Agreement.

2.2. The company has established these terms and conditions, which may from time to time be amended by the Company's own discretion, which are incorporated herein by reference. Licensee has read, understood and agree to these terms.

2.3. The company has prepared **Whitepaper**, which may from time to time may be amended on the Company's sole discretion. Licensee has read and understands **Whitepaper** and its content, which is not mandatory for the Company and is subject to change according to ongoing research and development **KVANTOR** project.

3. LEGAL STATUS token KVANTOR / KVARK

3.1. Tokens are, and are intended for:

3.1.1. token **KVANTOR** - a license for non-exclusive right to the result of intellectual activity (software) and income from it on exclusive terms. Income opportunity is realized through a partnership program with the help of a mechanism KVANTOR.KEY software (hereinafter - K.KEY);

3.1.2. token **KVARK** - licenses accounting unit of the product (analogue license key or SKU corporate license agreements). Cost KVARK token determined by the market. Holder tokens KVANTOR can buy / sell tokens KVARK, as a key to use the software.

3.2. Licensee accepts these terms and agree that:

3.2.1. Licensee is solely responsible to determine whether he can legally purchase tokens KVANTOR its jurisdiction and whether the buyer to resell tokens other licensees in that jurisdiction;

3.2.2. He does not get tokens for any other purpose or purposes other than specified in paragraph 3.1 or Whitepaper.

3.3. Important additional information about tokens, site services and the project are given in Whitepaper.

3.4. 2 The company ensures that it is the appropriate copyright to all collectively and individually of the following software components. Licensor also ensures that the software does not use any items that infringe the rights of third parties. In the event that the guarantees contained in this paragraph are violated, the Company undertakes to take steps that will ensure Licensee unhindered use of transferred under this Agreement, the rights, and in failing to ensure the smooth use of the rights transferred to indemnify Licensee incurred losses that may arise from the Licensee in connection with breach of warranty.

3.5. For avoidance of doubt, and regardless of the provisions of the **Whitepaper**, the Company does not grant the right to any form of guaranteed dividends, income distribution, and the right to

vote, unless otherwise agreed between the Licensee and the Company itself or otherwise in the **Whitepaper**, or in this Agreement.

3.6. For the purposes of this Agreement, the tokens should be considered as a license to use intellectual property.

3.7. Although tokens can be traded, they are not investments, currency, or commodity or any other financial instrument. Tokens are not intended for sale, where they are prohibited by applicable law or require further registration in any relevant public authority.

3.8. This Agreement shall in no way associated with the initial public offering or an action / property and has no relation to the placement of securities in any jurisdiction.

3.9. Means obtained by referring token will be used by the Company under the plan specified in Whitepaper.

4. GENERAL PROVISIONS OF PURCHASE token KVANTOR / KVARK

4.1. The essential information is presented in the **Whitepaper**, including details on the timing of, prices at the token and the number of tokens that will be issued and distributed.

4.2. The Company reserves the right to refuse or cancel the purchase tokens at any time at the sole discretion of the Company.

4.3. Tokens are not available or do not apply and can not be resold or otherwise disposed of by their owners by natural and legal persons with a permanent place of residence, seat or the place of their registration in the country or territory where the transaction is prohibited by digital tokens or any way limited by applicable law or regulations, or to be banned or restricted after the signing of this Agreement.

4.4. Persons whose rights and duties are limited, limited to the purchase and use of tokens.

4.5. Licensee's sole responsibility is to check at the time of conclusion of this Agreement:

4.5.1. Whether it is allowed to acquire and use tokens in accordance with applicable laws and regulations;

4.5.2. Licensee is permitted if the applicable laws and regulations to use tokens in the order indicated on the Site.

4.7. If a person acquires tokens on illegal, unauthorized and fraudulent basis, any transactions and transactions concluded with such person in respect of tokens are invalid, including, but not limited to, the following:

4.7.1. operation, resulting decision hereof;

4.7.2. the acquisition of tokens;

4.7.3. payment transactions.

4.8. None of the company representatives are not associated the transaction or operation described in paragraph 4.7, and accordingly the discretion:

4.8.1. take all necessary and appropriate steps to apply and enforce the consequences of the operations referred to above;

4.8.2. notify the appropriate authorities to conduct transactions or operations;

4.8.3. means to retain all or freeze them up until the situation is resolved by the body or passed to the account corresponding financial body, or to apply to the coating loss or liability or compensate means in accordance with applicable laws.

4.9. Any person acquiring tokens, bears full responsibility for the damage caused to the Company and the obligation to defend and protect the Company against any losses and expenses incurred by the Company arising from the acquisition of such participation.

4.10. The company does not offer or distributes tokens and does not conduct business (activity) in the countries and territories where the operation of digital tokens or with their use fall under the restrictive rules or require registration or licensing of the Company with any governmental agencies.

5. RISKS

5.1. Licensee acknowledges and agrees that there are risks associated with the acquisition and use of tokens KVANTOR, as described and explained in the **Whitepaper**. Sending payment for the tokens, the Buyer acknowledges and accepts these risks.

6. SECURITY

- 6.1. The licensee shall take reasonable measures to ensure the security of their currency means the storage mechanism used for receiving and storing the purchased tokens, including any necessary electronic keys or other credentials required for access to such storage mechanisms.
- 6.2. If Licensee lost key from the device associated with their account, or it is unable to identify your credentials, it may lose all tokens. The Company is not responsible for the loss of tokens.

7. Information for buyers

- 7.1. The Company may, at its discretion, to determine the need to obtain certain information about the licensee to comply with applicable laws or regulations.
- 7.2. Licensee agrees to provide to the Company or another person designated by the Company immediately the information requested by the Company, which may refuse to sell tokens to the Buyer until he fails to provide such requested information.

8. RESPONSIBILITY OF THE BUYER FOR TAXES

- 8.1. Acquisition and resale of the Licensee tokens do not include all applicable taxes. Licensee is solely responsible for determining what taxes, if any, apply to the purchase of tokens, including sales, use, value-added and similar taxes.
- 8.2. Licensee is responsible for withholding, collecting, reporting and interpretation of tax arising in connection with the purchase of a token to the appropriate tax authorities.
- 8.3. The Company shall not be liable in respect of any tax, associated with the acquisition of the token.

9. GUARANTEES

- 9.1. Licensee has read and accepted this **Whitepaper, Agreement, terms of use site and Privacy Policy**.
- 9.2. Licensee has read and accepted the risks associated with the tokens specified in this Agreement, as well as the Whitepaper.
- 9.3. Licensee has sufficient understanding of the functions, use, storage, transmission and other physical characteristics of the mechanisms of cryptographic tokens, tokens of storage mechanisms, blockchain technology and software systems in order to understand this Agreement and to evaluate the risks and consequences of the acquisition of the token.
- 9.4. Licensee has received sufficient information about the token to make a decision about their purchase.
- 9.5. Licensee understands that the value of the tokens over time can return to the full.
- 9.6. Licensee has all the necessary powers to implement this Agreement.
- 9.7. Licensee as a legal entity, is required to be properly registered, in accordance with the applicable laws of its jurisdiction. Person acquiring tokens on behalf of the legal person shall be authorized to accept this Agreement on behalf of such an organization, and that such a person would be liable for breach of this Agreement.
- 9.8. Licensee is not a person limited in capacity;
- 9.9. Introduction and implementation of this Agreement shall not result in any impairment.
- 9.10. The Licensee shall comply with any applicable tax liability in its jurisdiction arising from the purchase of the appropriate tokens.
- 9.11. The implementation of this Agreement shall not require the approval or other actions of state bodies, other than the Licensee.
- 9.12. Tools, including any digital assets, buy fiat currency, virtual currency or Cryptocurrency, used by the Licensee, are not related to any illegal activities, including, but not limited to money laundering or terrorist financing, and tokens are not used to finance the participation of one or another of maintaining any illegal actions.
- 9.13. Licensee agrees that if his country of residence, or other circumstances change in such a way that any of the representations and warranties, a void, it shall immediately cease use of the Site.

10. LIMITATION OF LIABILITY

- 10.1. None of the parties shall not be liable for any damages arising in any way, and related to the sale or use of tokens, use the Site or otherwise relating to this Agreement.

10.2. The aggregate liability of representatives of companies (together), whether it is a contract, warranty, in tort (including negligence, whether active, passive or conditional) or other liability arising out of this Agreement or related to it, can not exceed the amount that enters the Company Licensee for tokens.

10.3. To the fullest extent permitted by law, the Purchaser waives any rights or actions against the Company of any kind in any jurisdiction.

10.4. The Company will not be liable for any delay or failure to perform any obligations under this Agreement, in which delay or malfunction arise for any reason beyond reasonable control.

10.5. If the applicable law does not permit the application of all or any part of the above limitation of Licensee's liability, the restrictions will apply to the Licensee only to the extent permitted by applicable law.

10.6. The Licensee understands and agrees that the Licensee's obligation ensures compliance with any law relating to its country of residence with respect to the purchase and use of tokens and that the Company shall not be held liable for any unlawful or unauthorized acquisition or use of tokens.

10.7. The licensee is fully obliged to comply with the current legislation, as well as compensate the Company for losses, costs or expenses arising in connection with:

10.7.1. buying tokens and using tokens or the Site;

10.7.2. violation of this Agreement;

10.7.3. Any inaccuracy in any warranty of Licensee;

10.7.4. violation by the Licensee of any rights of any other natural or legal person;

10.7.5. any action or omission of the Licensee, which is negligent, illegal or represents a deliberate misconduct.

10.8. The Company reserves the right to exercise sole control, as well as any claim subject to compensation.

10.9. The Company shall not be liable to the Licensee in connection with any force majeure events, including natural disasters, labor disputes or other industrial disturbances, electrical, telecommunications, hardware, software or other malfunctions, software or intellectual contracts, earthquakes, storms or other events related to nature, blockages, embargoes, riots, acts or orders of the government, terrorist acts or wars, technological changes, changes in interest rates or other monetary conditions.

10.10. In the event of force majeure circumstances, a party unable to fulfill obligations may decide to suspend the operation of this Agreement, in whole or in part, for the duration of force majeure. The other party to this Agreement must cooperate and help the injured party in all reasonable ways to minimize the impact of force majeure.

11. LEGISLATION AND DISPUTE RESOLUTION

11.1. This Agreement will be governed, interpreted and applied in accordance with the laws of the Republic of Cyprus (with the exception of conflicting norms with a return reference), unless otherwise explicitly stated in the official documents of the KVANTOR project.

11.2. The Licensee and the Company cooperate in good faith to resolve any dispute arising out of or in connection with this Agreement, including any matter of its existence, validity, interpretation, violation or termination, and any non-contractual obligations or other matters, arising in connection with it. If the parties to this Agreement can not resolve the dispute within 90 days of the notification of such a dispute, it must be finally resolved in the proceeding.

11.3. Any dispute must be submitted for consideration and final authorization to the judiciary in accordance with the rules of the judicial system of the Republic of Cyprus.

11.4. Any judgment is final and binding from the day it was drawn up.

11.5. The parties agree to maintain confidentiality with respect to all matters relating to arbitration, including litigation, to the greatest extent possible.

12. DIFFERENT

12.1. This Agreement constitutes the entire agreement between Licensee and the Company relating to the purchase of KVANTOR tokens from the Company. This Agreement replaces all previous representations, understandings, agreements or communications, whether written or oral.

12.2. If any provision of this Agreement in the future becomes illegal, invalid or unenforceable under the laws of any jurisdiction, the legality, validity or enforceability in this jurisdiction of the other provisions of this Agreement shall not affect the performance of obligations.

12.3. The Company reserves the right to modify, modify, add or remove portions of this Agreement for any reason at any time during the sale of the tokens by posting the amended Agreement on the Website <https://kvantor.com>. The revised version will remain in effect unless otherwise specified.

12.4. The Company may bear the rights and obligations of the Company in accordance with this Agreement.

12.5. The inability of the Company to enforce or enforce the rights or provisions of this Agreement will not be calculated as a waiver of such right or provision.

12.6. Except as provided herein, this Agreement is solely for the benefit of the Licensee and the Company and is not intended to represent the rights of the beneficiaries of third parties.

12.7. All notifications, requests, claims, demands and other communications relating to this Agreement will be submitted electronically:

12.7.1. by posting a notice on the Site <https://kvantor.com>, or

12.7.2. having sent the letter on e-mail.

12.8. Notices that Licensee sends to the Company must be provided by e-mail to info@kvantor.com.

12.9. Each of the parties to this Agreement has a real opportunity to influence the terms of this Agreement, as well as to offer, exclude and add any provisions of this Agreement.