

## **BCO TOKENS SALE AGREEMENT**

Last updated: 28.11.2017

## BCO Tokens Sale Agreement

1. This Token Sale agreement ('Agreement') forms a legally binding contract between You and the [REDACTED] that is a company incorporated in [REDACTED] (the "Company" or "Bananacoin") and sets forth general rules and procedure of Bananacoin Tokens Sale by the Bananacoin and their purchase by the Purchaser. This Agreement is inalienable part of Bananacoin General Terms & Conditions of BCO Tokens Sale that the Purchaser shall carefully read, understand and irrevocably accept. In terms not regulated by this Agreement (including but not limited to intellectual property rights, dispute resolution etc.), the Bananacoin General Terms & Conditions of BCO Tokens Sale shall apply to the relationships that arise hereunder.
2. This Agreement certifies that You (hereinafter the "Purchaser" or "You") by clicking the button "I agree" on the Website and payment of ETH or BTC equal to 0.50 USD for one BCO Token according to the cost of ETH or BTC to the date of beginning of the Token Sale (the "Purchase Amount") for each BCO Token on the specific smart-contract address published on the Website and during the Token Sale period (the "Payment Date" or "Payment period"), to Bananacoin, shall be entitled to take delivery of certain digital cryptographic token (the "BCO Token") upon the occurrence of the Company's Token Sale, subject to Bananacoin General Terms & Conditions of BCO Tokens Sale and the provisions set forth below.
3. The definitions set forth herein and mentioned with capital letter shall have the meaning as described in Bananacoin General Terms & Conditions of BCO Tokens Sale.
4. BCO Token Sale period is the period of time from 29.11.2017 to 28.02.2018 during which the Company shall deliver to the Purchaser a number of BCO Tokens equal to the Purchase Amount paid to the Company by Purchasers in the Token Sale (according to the procedures referenced in Bananacoin General Terms & Conditions of BCO Tokens Sale and this Agreement). First million BCO Tokens to be sold shall be sold at a 50% discount: payment required to purchase them will be equal to 0.25 USD for each BCO Token.
5. BCO Tokens are available for purchase to Purchasers who are eligible to enter to this agreement according to the clause 5 of Bananacoin General Terms & Conditions of BCO Tokens Sale (Purchasers) and clause 22 of this Agreement only during a limited BCO Tokens Sale period of time that is defined in the Appendix A of Bananacoin General Terms & Conditions of BCO Tokens Sale and clause 4 of this Agreement.
6. Bananacoin's publication on the Website of an offer to sell BCO Tokens to a number of Purchasers (potential Bananacoin Token purchasers) is considered a legally binding offer of the Bananacoin to sell BCO Tokens (hereinafter referred to as the "Offer").
7. The Offer shall be available only at the Website via specific form. Any other offers concerning BCO Tokens Sale presented on any other websites or internet resources shall be considered null and void and shall not put any obligations upon the Bananacoin.
8. The number of BCO Tokens offered for sale by the Bananacoin is limited. Such number of BCO Tokens to be sold and available for purchase is defined in the Appendix A of the Bananacoin General Terms & Conditions of BCO Tokens Sale.

9. Legally binding acceptance of the Offer shall be conducted by a Purchaser by clicking the button “I agree” on the Website in the specific field and sending the Purchase Amount of ETH on the specific smart-contract address published on the Website. By this action the respective Purchaser agrees that he fully read, understood and irrevocably accepted this BCO Token Sale agreement. From this moment the Offer shall be considered formally accepted by the respective Purchaser.
10. Offer Acceptance shall be deemed irrevocable.
11. The price of one BCO Token is set forth in the amount of ETH or BTC equal to 0.50 USD according to the cost of ETH or BTC to the date of beginning of the Token Sale. The payment for BCO Tokens can be conducted by Purchasers only in Ethereum (ETH) or Bitcoin (BTC). In order to buy BCO Tokens Purchaser shall convert their funds into Ethereum (ETH) or Bitcoin (BTC). Technically the payment of BCO Tokens shall be conducted via Ethereum Smart Contract specified on the Website.
12. Purchaser is not entitled to send any funds to purchase BCO Tokens until BCO Tokens Sale period has officially begun. Purchaser is not entitled to send any funds to purchase BCO Tokens upon ending of the respective BCO Tokens Sale.
13. The BCO Tokens shall be sent to the Purchaser’s personal respective cryptocurrency wallet by the end of BCO Tokens Sale period.
14. To the extent allowable pursuant to Applicable Law, the purchase of the BCO Tokens by the Purchaser from the Bananacoin is final, and, thus, there are no refunds and/or cancellations within 18 months after the end of the Tokens Sale.
15. Ownership rights for BCO Tokens shall be transferred from the Bananacoin to the respective Purchaser upon completion of payment procedure by the Purchaser.
16. The proceeds received by Bananacoin from the sale of BCO Tokens to Purchaser shall only be deemed as proceeds received from sale of services, as BCO Tokens are eventually designated to be a representation of an agreement which gives the Purchaser certain rights described in Appendix A of Bananacoin General Terms & Conditions of BCO Tokens Sale.
17. You expressly agree that the BCO Tokens are not securities, are not registered with any government entity as the securities, shall not be considered as such, are not intended to be commodity or any other kind of financial instrument, do not represent any share, stake or security or equivalent rights, including, but not limited to, any right to receive future revenue shares and intellectual property rights.
18. By purchase of BCO Tokens hereunder the Purchaser represents and warrants that his/her funds in no way came from illegal or unethical sources, that the Purchaser is not using any proceeds of criminal or illegal activity, and that no transaction involving BCO Tokens are being used to facilitate any criminal or illegal activity.
19. The Purchaser is obliged to provide valid proofs concerning legality of his/her proceeds used to purchase BCO Tokens upon Bananacoin’s request or request of bank institutions or government authorities.

20. By accepting this Agreement and by purchase of the BCO Tokens, the Purchaser represents/warrants and accepts that there are certain risks associated with purchase of BCO Tokens, holding BCO Tokens, and using BCO Tokens described in Appendix B of Bananacoin General Terms & Conditions of BCO Tokens Sale.

21. Purchaser represents and warrants that he (or she) is not a citizen or resident of a geographic area in which access to or use of the cryptocurrency or Tokens is prohibited by applicable law, decree, regulation, treaty, or administrative act.

22. The Purchaser is only allowed to purchase BCO Tokens if and by buying BCO Tokens he (or she) covenants, represents, and warrants that he (or she) (under the Applicable Law and law of the country of Participant's residence):

1) is of an age of majority to enter into this Agreement (at least 18 years of age), meets all other eligibility and residency requirements, and is fully able and legally competent to purchase BCO Tokens, enter into agreement with the Bananacoin and in doing so will not violate any other agreement to which he (or she) is a party;

2) if he (she) is a corporation, governmental organization or other legal entity, he/she have the right, power and authority to enter into this agreement on behalf of the corporation, governmental organization or other legal entity and bind them to these Terms;

3) will not be using the BCO Tokens for any illegal activity, including but not limited to money laundering and the financing of terrorism;

23. BCO Tokens are to be provided on an "as is" and "as available" basis and without any warranties of any kind, either expressed or implied. The Purchaser assume all responsibility and risk with respect to buying of any amount of the BCO Tokens and their use. The Purchaser hereby expressly agrees that, to the maximum extent permitted by the Applicable Law, the Bananacoin does not accept any liability for any damage or loss, including loss of business, revenue, or profits, or loss of or damage to data, equipment, or software (direct, indirect, punitive, actual, consequential, incidental, special, exemplary or otherwise), resulting from any use of, or inability to use the Website or the material, information, software, facilities, services or content on the Website, as well as from purchasing of the BCO Tokens, regardless of the basis, upon which the liability is claimed and even if the Bananacoin has been advised of the possibility of such loss or damage. The Purchaser understands and agrees that the Bananacoin shall not be held liable to and shall not accept any liability, obligation or responsibility whatsoever for any change of the value of the BCO Tokens. The Purchaser understands and expressly agrees that the Bananacoin shall not guarantee in any way that the BCO Tokens might be sold or transferred during or after the Bananacoin Token Sale. If Applicable Law does not allow all or any part of the above limitation of liability to apply to the Purchaser, the limitations will apply to the Purchaser only to the extent permitted by the Applicable Law. The Purchaser understands and agrees that it is his/her obligation to ensure compliance with any legislation relevant to his/her country of domicile concerning purchasing of the BCO Tokens. Purchasing of the BCO Tokens by the

Purchaser in no way creates any exclusive relationship between the Purchaser and the Bananacoin, nor any partnership, joint venture, employment or agency.