

SOLVE.CARE (SOLVE TOKEN)

SALE AGREEMENT

PLEASE NOTE: we introduced some minor changes to this document in order to make it user-friendly and structural. No other essential changes to the Sale Agreement have not been made.

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SOLVE.CARE (SOLVE TOKEN) SALE AGREEMENT

Your purchase of SOLVE Tokens (“Tokens”) during the Tokens pre-sale period (“pre-sale period”) and open sale period (“open sale period”) from Solve.Care Foundation OÜ (“company,” “we,” or “us”) is subject to this Token sale agreement (“agreement”). Each of you and company is referred to as a “party”, and together – as the “parties”.

Please read this agreement carefully. If you do not agree to this agreement, do not purchase Tokens. **By utilizing the website located at <https://solve.care> (“Solve.Care website”) and products offered therein, you acknowledge that you have read this agreement and that you agree to be bound by it.** If you do not agree to all of the provisions of this agreement, you are not an authorized user of these services and you should not use neither the website nor its products. “you” may be referred to you or the entity you represent.

Should you desire us to sign a separate Token sale agreement with the company you represent, please, contact us at info@solve.care to start the verification procedure and negotiations regarding signing the said agreement.

The company reserves the right to change, modify, add or remove provisions of this agreement at any time for any reason. We suggest that you review this agreement periodically for changes. Such changes shall be effective immediately upon posting them on the website. You acknowledge that by accessing our website after we have posted changes to this agreement, you are agreeing to the modified provisions. Ownership of Tokens carries no rights, express or implied, other than the right to use such Tokens as a means to enable usage of and interaction with the platform, if successfully completed and deployed. In particular, you understand and accept that Tokens 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 platform, and/or company and its corporate affiliates, other than rights relating to the use of the platform, subject to limitations and conditions in these terms and applicable platform terms and policies (as defined below). Tokens are not intended to be a cryptocurrency, regardless of what legal meaning word “cryptocurrency” has, security, commodity or any other kind of financial instrument.

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

The company expressly disclaims any and all responsibility for any direct or consequential loss or damage of any kind whatsoever arising directly or indirectly from:

1. Reliance on any information contained in this document,
2. Any error, omission or inaccuracy in any such information or
3. Any action resulting therefrom. U.S. persons (as defined in “regulation s” under the securities act), O1 of regulation d under the securities act), must not buy tokens, otherwise the company shall not hold responsibility for such purchase.

In particular, nothing in this agreement constitutes an offer of tokens for sale in the USA, other countries and in any other jurisdictions where it is unlawful to do so. The tokens have not been and will not be registered under the U.S. securities act or the securities laws of any state of the united states or other jurisdictions and the tokens may not be offered or sold within the united states or to, or for the account or benefit of, U.S. persons (as defined in “regulation s”, under the securities act) except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the U.S. securities act and applicable state or local securities laws

The following agreement may not be forwarded or distributed to any other person and may not be reproduced in any manner whatsoever. Any forwarding, distribution or reproduction of this agreement in whole or in part is unauthorized. Failure to comply with this directive may result in a violation of the U.S. securities act or the applicable laws of other jurisdictions.

The affiliated persons or representatives of the USA entities must not buy Tokens under this agreement, unless they are accredited investors (as defined in rule 501 of regulation d under the securities act). The Tokens offered for sale are intended to be a utility Token to be used to purchase future services and software and are not invented to be a security to be a security but neither the sec nor any state or other authority has made any determination as to the status of the Token under the security act.

The company shall not be held liable for any legal or monetary consequence arising of buying Tokens by citizens or residents of the USA, not being the accredited investors (as defined in rule 501 of regulation d under the securities act), or their use of the platform.

By purchasing Tokens from us during the pre-sale period and open sale period and/or using them in connection with the platform (as defined below), you will be bound by this Token sale agreement and all terms incorporated by reference. If you have any questions regarding this Token sale agreement, please contact us at info@solve.care.

Please read these terms of Token sale carefully. **Note that clause 25.2 of the Section 25 CONTAINS A BINDING ARBITRATION CLAUSE AND CLASS ACTION WAIVER, WHICH, IF APPLICABLE TO YOU, AFFECT YOUR LEGAL RIGHTS. IF YOU DO NOT AGREE TO THESE TERMS OF SALE, DO NOT PURCHASE TOKENS.**

WHEN YOU CLICK ON THE ACCEPT BUTTON AT THE BOTTOM OF THE DOCUMENT, YOU AGREE TO BE BOUND BY THE TERMS OF THE PRESENT DOCUMENT.

1. DEFINITIONS

- 1.1. **Crowdfund or Crowdfunding** means the crowdfunding process contemplated by the Whitepaper.
- 1.2. **Crowd funder** means any legal or natural person participating in the Crowdfunding.
- 1.3. **The Solve.Care platform or the Platform** means the online-platform, developed by the Company and/or its affiliates which consists of Care.Wallet, Care.Protocol, Care.Coin, Care.Card and several other components, where Community connects with the clients. Additional details regarding the Platform are provided in the Whitepaper.
- 1.4. **Care.Marketplace** – store for Solve.Care platform extensions, Care.Cards, protocol endpoints, protocol pairs and services.
- 1.5. **SOLVE Token or the Token** – The crypto asset Token, published in Ethereum public Blockchain, which grants the right to use the Platform which will be developed according to the Whitepaper and the right to purchase software and services from the Solve.Care Marketplace.
- 1.6. **Pre-Sale Period** – period starting on Monday, January 15, 2018 at 8:00 Greenwich Mean Time (GMT) of limited time, limited supply, special conditions offer, when early Solve.Care platform adopters SOLVE contribute into development and promotion of the platform worldwide with special discount; Pre-Sale Period will end on Friday, March 9, 2018 at 23:59 Pacific Standard Time (PST).
- 1.7. **Open Sale Period** – period when Solve.Care platform crowdfunding gets open for all interested parties worldwide. Open Sale Period is starting on Friday, March 30, 2018 at 8:00 Greenwich Mean Time (GMT); Open Sale Period will end on Saturday, April 30, 2018 at 23:59 Pacific Standard Time (PST).
- 1.8. **SOLVE Account** – an account, which is created and used to purchase and hold Tokens. You will get access to SOLVE Account after providing the Company with the required information and upon successful completion of the customer identification and registration procedure.
- 1.9. **Breach of Agreement** shall mean breach of any provision of this Agreement.
- 1.10. **The Accredited Investors** is used in the meaning, set by the Rule 501 of Regulation D under the Securities Act of 1933. The respective excerpt from legislation is provided in the Exhibit D hereto. Accredited Investors shall enter into the Token Sale Agreement and Addendum to the Token Sale Agreement set forth in the

Exhibit E hereto, being the integral part hereof.

2. PURPOSE AND USE OF TOKENS IN CONNECTION WITH THE PLATFORM

- 2.1. Tokens are intended to be used for accessing the following (collectively the “Services”),
- 1) Solve.Care platform licenses
 - 2) Services from Solve. Care Foundation
 - 3) Processing nodes and transactions
 - 4) Subscriptions for Care.Wallet and Care.Cards
 - 5) Platform extension such as pairs and endpoints
 - 6) All Solve.Care market place offerings, as facilitated through the platform that Company and its affiliates are developing (the “Platform”).
- 2.2. Important additional details regarding the Services and Platform are provided in Exhibit A. Ownership of Tokens carries no rights, express or implied, other than the right to use Tokens as a means to obtain Services and to enable usage of and interaction with the Platform, if successfully completed and deployed. In particular, you understand and accept that ownership over SOLVE Token does not represent or confers any ownership right, stake, share, 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 Platform, and/or Company and its corporate affiliates, other than rights relating to the receipt of Services and use of the Platform, subject to limitations and conditions in these Terms and applicable Terms of Use and Policies (as defined below). SOLVE Tokens are not intended to be a digital currency, security, commodity, or any other kind of financial instrument.

3. ELIGIBILITY

- 3.1. In order to purchase tokens, you are required to create an account with us on the website. You will be able to purchase tokens only once when you create the account on the website.
- 3.2. Purchase of Tokens is available only to persons who SOLVE form legally binding contracts under applicable law and who are of the age of majority that is 18 years and are of sound mind.
- 3.3. The residents, the affiliated persons or representative of the USA entities must not buy Tokens under this Agreement, unless they are accredited investors as it is defined in Rule 501 of Regulation D under the Securities Act.
- 3.4. We reserve the right to terminate your account and refuse to provide you with access to the Site and the services therein and immediately suspend your SOLVE account without furnishing you refunds of the funds in your SOLVE account, if we discover that you have misrepresented your identity, age etc. The Site including the SOLVE account is not available to persons whose membership has been suspended or terminated by us for any reason whatsoever.

4. REGISTRATION

- 4.1. In order to purchase Tokens being offered by the Company, the Buyer needs to register its account on the website of the Company. In order to register for the purpose of purchasing the Tokens and availing the services provided therein the buyers will have to register with us by providing details such as name, address, e-mail address, contact number and password.
- 4.2. You represent and warrant that all required registration information you submit is truthful and accurate, and you will maintain the accuracy of such information. You are responsible for maintaining the confidentiality of your Account login information and are fully responsible for all activities that occur under your Account. You agree to immediately notify us of any unauthorized use, or suspected unauthorized use of your Account or any other breach of security. The website cannot and will not be liable for any loss or damage arising from

your failure to comply with the above requirements. You must not share your password or other access credentials with any other person or entity that is not authorized to access your account. Without limiting the foregoing, you are solely responsible for any activities or actions that occur under your website account access credentials. We encourage you to use a “strong” password (a password that includes a combination of upper and lower-case letters, numbers, and symbols) with your account. We cannot and will not be liable for any loss or damage arising from your failure to comply with any of the above.

- 4.3. You agree to provide and maintain accurate, current and complete information about your Account. Without limiting the foregoing, in the event you change any of your personal information as mentioned above in this Agreement, you will update your Account information promptly.
- 4.4. When creating an Account, you shall not:
 - Provide any false personal information to us (including without limitation a false username) or create any Account for anyone other than yourself without such other person’s permission;
 - Use a username that is the name of another person with the intent to impersonate that person;
 - Use a username that is subject to rights of another person without appropriate authorization; or
 - Use a username that is offensive, vulgar or obscene or otherwise in bad taste.
- 4.5. We reserve the right to suspend or terminate your Account if any information provided during the registration process or thereafter proves to be inaccurate, false or misleading or to reclaim any username that you create through the Service that violates our Terms. If you have reason to believe that your Account is no longer secure, then you must immediately notify us at info@solve.care (email address).
- 4.6. You may not transfer or sell your SOLVE account, User ID and/or SOLVE Tokens to another party for the Pre-Sale Period and Open Sale Period. If you are registering as a business entity, you personally guarantee that you have the authority to bind the entity to this Agreement.
- 4.7. Our Services are not available to temporarily or indefinitely suspended members. Our website reserves the right, in its sole discretion, to cancel unconfirmed or inactive accounts. Our website reserves the right to refuse service to anyone, for any reason, at any time.
- 4.8. One individual SOLVE own only one account in his/her name.
- 4.9. You agree to comply with all local laws regarding online conduct and acceptable content. You are responsible for all applicable taxes. In addition, you must abide by our website’s policies as stated in the Agreement and the website policy documents published on the Website as well as all other operating rules, policies and procedures that may be published from time to time on the Website by Company.

5. SCOPE OF TERMS

Unless otherwise stated herein, these Terms govern only your purchase of Tokens from us during the Pre-Sale Period and Open Sale Period. The use of Tokens in connection with the Services or Platform may be governed by other applicable terms and policies (collectively, the “Platform Terms and Policies”). Any Platform Terms and Policies we promulgate will be available at Solve.Care website. We may add terms or policies to the Platform Terms and Policies in our sole discretion and may update each of the Platform Terms and Policies from time to time according to modification procedures set forth therein. To the extent of any conflict with these Terms, the Platform Terms and Policies shall control with respect to any issues relating to the use of Tokens in connection with the Services or Platform.

6. SOLVE.CARE OFFER

- 6.1. This Solve.Care Token Sale Agreement constitutes an offer to conclude the agreement for purchase and use of the SOLVE digital Tokens under the conditions as stated herein and SOLVE be accepted by any person (with the exception of the user specified in Section 3 of the Solve.Care Token Sale Agreement) not otherwise than by adherence to the entire this Token Sale Agreement, including the conditions of its applications, which

are deemed to be its integral part.

- 6.2. This Token Sale Agreement includes and hereby incorporates by reference the following applications: The Solve.Care Whitepaper located at Solve.Care website, collectively, with this Solve.Care Token Sale Agreement, "the Solve.Care Token Sale Agreement".
- 6.3. The Solve.Care may, in its sole discretion, amend the Token Sale Agreement at any time by posting a revised version on the site at Solve.Care website.
- 6.4. Any revisions to the Token Sale Agreement will take effect on the noted effective date or when posted if there is no noted effective date (each, as applicable, the "Effective Date"). If the change includes an increase of the fees charged by the Solve.Care, such change would take effect five (5) days after it was posted.
- 6.5. The Company reserves the right to set and adjust the price of SOLVE Token in reference to any crypto currency at its sole discretion using its best and prudent judgment.
- 6.6. The Company reserves the right to set and adjust the prices of the SOLVE Tokens in reference to any crypto assets using its best and prudent judgement.

7. PAYMENTS

- 7.1. Once the buyer accepts these terms of purchase it shall be directed to the payment page for the purpose of making the payments for the purchase of Tokens.
- 7.2. Before making the payment, the buyer will be required to submit the verification documents as defined below and as soon as the documents as asked for are uploaded on the website, the buyer will be directed to the payment page and it shall make the payment of the amount for the equivalent Tokens purchased by it.
- 7.3. Accepted types of payments for purchase of the Tokens are crypto world currencies – Bitcoin, Ether, and USDT. Company may also accept payments in real world currencies – United States Dollars (US\$) and Euro (EUR) which will be a subject to a Crowd funder completion of the KYC (Know your customer) procedure, and availability will depend on jurisdiction of the Crowd funder.
- 7.4. The payments in real world currencies may be done through valid credit cards/debit cards or any other medium as integrated on the website.
- 7.5. Our website uses third party payment providers to receive payments from buyers. We are not responsible for delays or erroneous transaction execution or cancellation of orders due to payment issues.
- 7.6. We take utmost care to work with 3rd party payment providers, but do not control their systems, processes, technology and work flows, hence cannot be held responsible for any fault at the end of payment providers.
- 7.7. Our website reserves the right to refuse to process transactions by buyers with a prior history of questionable charges including without limitation breach of any agreements by Buyer with us or breach/violation of any law or any charges imposed by Issuing Bank or breach of any policy.
- 7.8. The buyers acknowledge that we will not be liable for any damages, interests or claims etc. resulting from not processing a Transaction/Transaction Price or any delay in processing a Transaction/Transaction Price which is beyond our control.
- 7.9. Our website reserves the right to recover the cost of goods, collection charges and lawyers' fees from persons using the Site fraudulently. We reserve the right to initiate legal proceedings against such persons for fraudulent use of the Site and any other unlawful act or acts or omissions in breach of these terms and conditions.
- 7.10. We as a merchant shall be under no liability whatsoever in respect of any loss or damage arising directly or indirectly out of the decline of authorization for any Transaction, on Account of the Cardholder having

exceeded the present limit mutually agreed by us with our acquiring bank from time to time.

8. SOLVECELLATION; REFUSAL OF PURCHASE REQUESTS

Your purchase of Tokens from us during the Pre-Sale Period and Open Sale Period is final, and there are no refunds or cancellations except (a) if the Activation Threshold is not reached, pursuant to applicable procedures set forth in Exhibit B, or (b) as may be required by applicable law or regulation. We reserve the right to refuse or cancel Token purchase requests at any time in our sole discretion.

9. SOLVE.CARE SALE PROCEDURES AND SPECIFICATIONS

Important information about the procedures and material specifications of our Token sale is provided in Exhibit B, including, but not limited to, details regarding the timing and pricing of the Token sale, the amount of Token we will sell, and our anticipated use of the Token sale proceeds. By purchasing Token, you acknowledge that you understand and have no objection to these procedures and material specifications.

10. DATA DISCLOSURES, VERIFICATION PROCESS, KYC COMPLIANCE AND CONSENT OF BUYERS

10.1. Data disclosure

- 1) User hereby allows access to and consents to the Company availing of and using the personal data of the Buyer including but not limited to:
 - a) Name; Address; Identification Documents and details contained therein;
 - b) Numbers and IP addresses from which the Services of the website are being accessed;
 - c) Identity numbers and details of all equipment utilized to access or avail our Services including Devices from which the our Services are accessed; the Device numbers, Model and such or other details that may be culled out through automated processes; IMEI, ISMI, Operating System, Device model, RAM and CPU for computers and mobile phones and Unique installation number, iCloud device or email id for Apple products; Fingerprinting details and other sensitive personal information required for allowing or completing the transactions envisaged herein;
 - d) We may call upon you to furnish additional details and / or documents, either pursuant to governmental or regulatory compliance or due to modifications in our purchase terms or terms of use.
 - e) Buyer hereby agrees and undertakes to comply with the same within the timelines prescribed.
- 2) In addition to the terms contained herein, Users shall be bound by the terms of the Privacy Policy available at Solve.Care website.
- 3) Solve.Care reserves the right to do a full audit on any and all purchased transactions before unlocking the wallets.

10.2. SEC disclosures

Recently the U.S Securities and Exchange Commission has issued a number of findings and advisories about participating in Initial Coin Offerings. We recommend you review the SEC Bulletin in Initial Coin Offerings of June 25, 2017. (See https://www.sec.gov/oiea/investor-alerts-and-bulletins/ib_coinofferings).

PLEASE NOTE: THE TOKENS OFFERED FOR SALE (CARE ADMINISTRATION NETWORK-SOLVE) ARE INTENDED TO BE A UTILITY AND WILL BE USED TO PURCHASE FUTURE SERVICES AND SOFTWARE BUT NEITHER THE SEC NOR ANY STATE OR OTHER AUTHORITY HAS BEEN ANY DETERMINATION

AS TO THE STATUS OF THE TOKEN UNDER SECURITIES LAWS. TOKENS HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), HOWEVER IN LIGHT OF UNCERTAINTY AS TO THE APPLICATION OF THE SECURITIES ACT TO TOKENS AND THE SIGNIFISOLVET RISK OF TOKENS BEING CLASSIFIED AS SECURITIES BY THE SEC. THE TOKENS ARE NOT BEING AND MAY NOT BE OFFERED OR SOLD BY THE COMPANY IN THE UNITED STATES OR TO OR FOR THE BENEFIT OF US PERSONS (AS DEFINED IN REGULATIONS UNDER THE SECURITIES ACT) UNLESS TO AN ACCREDITED INVESTOR IN A TRANSACTION EXEMPT FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND REALES OF THE TOKEN WILL BE SUBJECT TO THE TERMS AND CONDITIONS SET FORTH HEREIN.

10.3. Know your customer compliance

- 1) Only Users complying with the following Know Your Customers ("KYC") procedures would be allowed to avail of our Services. We conduct KYC procedure compliant to all the relevant requirements, Users shall provide the following details and digitized copies of the documents in support of the same, simultaneously with execution of these terms failing which, the account shall not be activated:
 - a) Name;
 - b) Date of birth (for individuals) or date of registration (for corporations);
 - c) Address (residence and mailing addresses (if different) for a natural person; or principal place of business and/or registered address (if different) for a person other than a natural person);
 - d) Identification number (a taxpayer identification number, passport number and country of issuance, alien identification card number, or number and country of issuance of any other government-issued document evidencing nationality or residence and bearing a photograph or similar safeguard).
 - e) As an evidence of your nationality or residence you shall provide the Company with a copy of your passport in high quality colour format. If you represent a legal entity, you shall provide the Company with documents showing the legal existence of such legal entity, such as certificate of incorporation/registration and other similar document certifying the registration of legal entity in its country of residence.
- 2) User hereby consents to retention of the above details and documents by us for our use. We shall be entitled to retain the above details and documents even of those users, whose registration has been rejected by us.
- 3) We shall take reasonable care and caution in the collection and retention of the User information, data and documents provided. We shall comply with the Privacy Policy available at Solve.Care website, for collection and retention of User data, including sensitive information of the user. The Privacy Policy may be periodically reviewed and revised, modified or updated. By accepting the terms herein and by continued use of our Services, Users are deemed to have agreed to such revised terms of the Privacy Policy and shall be bound by the same. In the event that a User wishes otherwise, upon compliance with the procedures set out hereunder for termination, User may terminate this Agreement.
- 4) If you are affiliated with or represent the USA entities or/and citizen or resident of the USA, you shall provide by request of the Company all the documents for conduction of KYC and verification of the status of accredited investor procedure.
- 5) Acceptance of the terms herein shall tantamount to acceptance of the Privacy Policy and the terms contained therein. Users are required to read, understand the Privacy Policy before clicking the "I Accept" button to our Terms of Purchase.

10.4. Verification process

- 1) We shall activate the account upon verification of the details provided under KYC. In the event of factual inaccuracies, we shall be entitled to immediately terminate the account without notice to User and User shall not be permitted to use the account. We may seek further documents or details, as per its revised policies or pursuant to Government or Regulatory requirements and User shall be bound to comply with the same. We shall be entitled to terminate existing accounts for non-compliance of these norms after due notice.
- 2) We may, at our discretion, send to the User intimation of reasons for non-activation of the account. We are not under an obligation to, however, notify rejection of activation of new accounts.
- 3) Existing Users may be called upon to comply with the KYC and verification process. In the event of termination or deactivation of an existing account, Users shall be duly intimated by us, along with reasons for such deactivation and the procedures for redress. Delay in termination of such accounts shall not amount to waiver of the above mandatory requirement.
- 4) Verification of the status of accredited investor procedure for the U.S. persons (as defined in "Regulation S" under the Securities Act, is conducted by the Verify Investor, LLC (verifyinvestor.com). You agree to the use of your personal data by the Verify Investor LLC for the purposes of verification of the status of accredited investor.

11. ANTI-MONEY LAUNDERING & ANTI – ABUSE

- 11.1. Neither the Company, any of its subsidiaries, nor any director, officer, agent, employee consultant of or other Person associated with or acting on behalf of the Company has made, authorized, offered or promised to make any payment or transfer of anything of value, directly, indirectly or through a third party, to any government or regulatory official (domestic or foreign), employee or other representative (including employees of a government owned or controlled entity or public international organization and including any political party or candidate for public office), in violation of any law in any jurisdiction to which such Person is subject. For the purposes of this Section 11, the acts specified include, but are not limited to, (x) the making or payment of any illegal contributions, commissions, fees, gifts, entertainment, travel or other unlawful expenses relating to political or regulatory activity, (y) the direct or indirect payment, gift, offer, promise or authorization to make a payment, gift, offer or promise of, anything of material value to any government representative or regulator (domestic or foreign) and (z) the making of any bribe, illegal payoff, influence payment, kickback or other unlawful payment, using funds of the Company, any of its subsidiaries or otherwise on behalf of the Company, any of its subsidiaries. The operations of the Company, its subsidiaries are and have been conducted at all times in material compliance with all applicable financial record keeping and reporting requirements and the applicable anti-money laundering statutes of jurisdictions where each of the Company, its subsidiaries and the Seller conduct business, the rules and regulations thereunder and any related or similar rules, regulations or guidelines, issued, administered or enforced by any governmental agency (collectively, the "Anti-Money Laundering Laws"), and no action, suit or proceeding by or before any court or governmental agency, authority or body or any arbitrator involving the Company, or its subsidiaries with respect to the Anti-Money Laundering Laws is pending or, to the knowledge of the Company, threatened.
- 11.2. We have zero tolerance towards use of our Services for any illegal purpose. Any such abuse by any User/Buyer shall result in immediate termination of the account and reporting of such activities to concerned regulatory and statutory authorities.
- 11.3. We shall not allow our Services and any future platforms that it might support, to be used for any illegal purpose including for money laundering or the funding of terrorism or any other criminal activities.
- 11.4. We shall report all suspicious activities to the concerned authorities to ensure initiation of investigation and prosecution. Users are therefore strongly cautioned against misuse of our Services in any manner for illegal activities.
- 11.5. Acceptance of the terms herein shall be tantamount to acceptance of the Anti-Money Laundering ("AML")

Policy and the terms contained therein. Users are required to read, understand and affirm the AML Policy before clicking the "I Accept" button to these Terms of Service. We may periodically review and revise, modify or update the AML Policy to ensure that it complies with the requisites of applicable Law. By accepting the terms herein and by continued use of our Services, Users are deemed to have agreed to such revised terms of the AML Policy and shall be bound by the same. Users who do not wish to abide by the same are not permitted to continue use of our Services and the same shall stand terminated upon compliance with the process set out there for.

- 11.6. We reserve the right to decline or discontinue, as the case may be, any account, at its discretion, with present as well as prospective Users at all times. In the event of any suspicious activity being disclosed or a User is suspected of abusing our Services or platform, we shall have the right but not the obligation to suspend or terminate any account of a User, until a reasonable and satisfactory explanation with supporting documents is provided.
- 11.7. Where applicable, intimation of such suspension or termination shall be duly sent to the User and the accumulated monies or Tokens in the account of such User shall be duly secured and shall accrue in favour of such User, unless otherwise appropriated by us towards dues owed to us or is retained pending confirmation from a regulatory or statutory authority or in compliance with an order from a Government Authority or Court. Amounts lying in the accounts of Users suspected of illegal activities or of abusing the platform shall however not be released in favour of such User until the requisite documents and explanations, as set out above are furnished or upon receipt of an order permitting the same from an appropriate Court or Government authority.
- 11.8. In any case, we reserve the full discretion in making our decision as to the suitability of the Buyer and whether a Buyer is acceptable to Us.

12. SUSPICIOUS TRANSACTIONS

- 12.1. Users are hereby duly cautioned against use of our Services for illegal activities. Any such use or attempt to use our Services for illegal activities shall be tantamount to abuse of the terms of this Agreement, which would result in immediate termination of this agreement without notice and appropriation of the amounts lying in the User account. We shall engage the services of nodal officer/s for ensuring compliance with its policies including the AML and KYC Policies ("Nodal Officer"). The Nodal Officer shall also provide all details required by regulatory and statutory authorities.
- 12.2. Upon identification of "suspicious transactions", as stipulated in the AML Policy, or as per the internal vigilance process, the Nodal Officer shall immediately initiate processes for suspension or termination of the User account and for reporting the same applicable regulatory and/or law enforcement authorities.
- 12.3. We may periodically review, revise, modify or update the KYC and AML Policies including to ensure its compliance with subsisting / new regulations and legal requirements. Amended AML and KYC Policies shall be uploaded on the Website and we shall also intimate User of such amendments. Non-receipt of such intimation shall not exonerate User from complying with the revised AML and KYC Policies. Continued use of our Services shall be deemed consent to such revised terms. User shall ensure due compliance with such amended AML and KYC Policies within timeframes prescribed for the same. Failure to do so shall amount to a material breach, which could result in suspension, cancellation or termination of this agreement. User may also opt to terminate the Agreement by following prescribed procedures, in the event that the User does not wish to comply with such revised policies.

13. USER GUIDELINES

- 13.1. **Users shall ensure strict compliance with the following user guidelines set out hereunder ("User Guidelines"):**
 - 1) Users shall ensure that they provide current, accurate, and complete information for opening the SOLVE account with us and shall ensure that the same is updated immediately upon change of circumstances

and also when prompted by us to update the same;

- 2) User shall not divulge their SOLVE account details to third parties. Users shall be solely responsible for ensuring the confidentiality and protection of the data pertaining to their SOLVE account.
- 3) Users shall not share their SOLVE account passwords with third parties;
- 4) Users shall not allow third parties to use their SOLVE account. Each SOLVE account is intended for the use of a single user, who has registered the SOLVE account upon due compliance of the KYC norms prescribed.
- 5) Similarly, User shall only use the SOLVE account allotted to the User and shall not use third party SOLVE accounts. A single User shall have only one SOLVE account and shall not open or maintain multiple SOLVE accounts;
- 6) User shall not directly or through others gain illegal access to any SOLVE account of the members on our website including their own. Failure to follow the procedures set out for accessing one's own account shall amount to a violation of these terms;
- 7) Users shall be fully responsible for all activities that occur under the User's SOLVE Account, irrespective of whether the User claims personal knowledge of the same or otherwise;
- 8) Users shall utilize our services only for the personal purposes and not for commercial purposes.
- 9) Users shall use their account on our website only for legal purposes and shall not use any part of our Services, for or in connection with or to perpetuate or commit any actions, which amount to a violation of any law, statute, ordinance or regulation. Users shall be solely liable for any such illegal activities that they undertake and the consequences arising therefrom including those initiated by us, as more fully set out hereunder;
- 10) Without prejudice to the generality of the above, Users shall not use our services for any illegal purpose including but not limited to money laundering, terrorism or to fund any illegal act. Users shall also not use or avail our services for converting illegal or wrongful gains including those from criminal activities;
- 11) Users shall not use circumvention or obfuscating technologies to mask their IP addresses or to hide transaction details;
- 12) Users shall not create or circulate any technologies which violate, or which would facilitate other users to violate the terms hereof including for masking IP addresses or to obfuscate transaction details;
- 13) Users shall ensure that true and correct details are furnished to us including the personal details required for KYC; transactional details and such or other Clarifications the company may require during the subsistence of this agreement;
- 14) Users shall not misrepresent, misinform or misguide us in any manner. Users are hereby duly informed that we shall share all details with regulatory or legal authorities and the User shall be solely responsible for the correctness of the contents provided or for legal action for false or incorrect information furnished;
- 15) Users shall avail our services only for legal purposes and shall not use the same for any illegal or criminal activities or in connection therewith or in association thereof.
- 16) User shall ensure that the source of the monies used for purchase Tokens is through legal means and shall also ensure that all transactions on the SOLVE account are for legal purposes. We cannot authenticate or verify the details of Token transactions through transfer to the SOLVE account and failure to ensure legality of such transactions shall make the User solely liable for legal action;
- 17) Users agree that we do not entertain Refund and cancellation of payments in any circumstances except

when the Activation threshold is not reached.

13.2. **Misuse of the Website.** You may not use the site for any of the following purposes:

- 1) Disseminating any unlawful, harassing, libellous, abusive, threatening, harmful, vulgar, obscene, or otherwise objectionable material.
- 2) Transmitting material that encourages conduct that constitutes a criminal offense, results in civil liability or otherwise breaches any relevant laws, regulations or code of practice.
- 3) Interfering with any other person's use or enjoyment of the Site.
- 4) Breaching any applicable laws.
- 5) Interfering or disrupting networks or web sites connected to the Site.
- 6) Making, transmitting or storing electronic copies of materials protected by copyright without the permission of the owner.
- 7) Without limiting other remedies, we may, in our sole discretion, limit, suspend, or terminate our services and user accounts, prohibit access to our sites, services, applications, and tools, and their content, delay or remove hosted content, and take technical and legal steps to keep users from using our sites, services, applications, or tools, if we think that they are creating problems or possible legal liabilities, infringing the intellectual property rights of third parties, or acting inconsistently with the letter or spirit of our policies. We also reserve the right to cancel unconfirmed accounts or accounts that have been inactive for a period of 12 months, or to modify or discontinue our site, services.

14. REPRESENTATIONS AND WARRANTIES

- 14.1. By transferring Ether, USDT and/or Bitcoin to the smart contract system to purchase Tokens from us, you represent and warrant the following.
- 14.2. You have read and understand this Agreement (including all Exhibits).
- 14.3. You have a sufficient understanding of the functionality, usage, storage, transmission mechanisms and other material characteristics of cryptographic Tokens like Bitcoin, USDT and Ether, Token storage mechanisms (such as SOLVE account), Blockchain technology and Blockchain-based software systems to understand the terms of this Agreement and to appreciate the risks and implications of purchasing Tokens.
- 14.4. You have carefully reviewed the code of the smart contract system located on the Ethereum Blockchain and fully understand and accept the functions implemented therein.
- 14.5. You have obtained sufficient information about Tokens to make an informed decision to purchase Tokens.
- 14.6. You understand the restrictions and risks associated with the creation of Tokens by the smart contract system as set forth herein and acknowledge and assume all such risks.
- 14.7. You understand, acknowledge and assume the risks associated with the purchase, holding and use of Tokens in connection with the Platform.
- 14.8. You understand that Tokens confer only the right to access and use the Platform and confer no other rights of any form with respect to the Platform or Company or its corporate affiliates, including, but not limited to, any voting, distribution, redemption, liquidation, proprietary (including all forms of intellectual property), or other financial or legal rights.
- 14.9. You are purchasing Tokens solely for the purpose of accessing and the use of the Platform, being aware of the commercial risks associated with the Company and the Platform. You are not purchasing Tokens for any

other purposes, including, but not limited to, any investment, speculative or other financial purposes.

14.10. Your purchase of Tokens complies with applicable law and regulation in your jurisdiction, including, but not limited to, (1) legal capacity and any other applicable legal requirements in your jurisdiction for purchasing SOLVE, using SOLVE, and entering into contracts with us, (2) any foreign exchange or regulatory restrictions applicable to such purchase, and (3) any governmental or other consents that may need to be obtained.

14.11. You will comply with any applicable tax obligations in your jurisdiction arising from your purchase of Tokens.

14.12. If you are purchasing Tokens on behalf of any entity, you are authorized to accept this Agreement on such entity's behalf and that such entity will be responsible for breach of the provisions of this Agreement by you or any other employee or agent of such entity.

14.13. **You are not:**

- 1) affiliated with or represent entities, registered on the territory of the USA; US Persons as defined in Regulation S under Securities Act;
- 2) a geographic area in which access to or use of the Platform is prohibited by applicable law, decree, regulation, treaty, or administrative act;
- 3) a citizen or resident of, or located in, a geographic area that is subject to any sovereign country sanctions or embargoes, or
- 4) an individual, or an individual employed by or associated with an entity, identified on any denied persons or entity lists, specially designated nationals or blocked persons lists, or the debarred parties' lists.
- 5) If you are registering to purchase Tokens on behalf of another person, or legal entity, you further represent and warrant that such person is not one of the US Persons as defined under Regulation S under Securities Act;
- 6) if legal entity, such entity is duly organized and validly existing under the applicable laws of the jurisdiction of its organization, and you are duly authorized by such person, or legal entity, to act on its behalf.

14.14. **If you are:**

- affiliated with or represent entities, registered on the territory of the USA; US Persons as defined in Regulation S under Securities Act;
- a geographic area in which access to or use of the Platform is prohibited by applicable law, decree, regulation, treaty, or administrative act;
- a citizen or resident of, or located in, a geographic area that is subject to any sovereign country sanctions or embargoes, or
- an individual, or an individual employed by or associated with an entity, identified on any denied persons or entity lists, specially designated nationals or blocked persons lists, or the debarred parties' lists,

you warrant that you are the accredited investor (as it is defined in the Rule 501 of Regulation D under the Securities Act) and you agree to comply with all the requirements, provided hereby, related to the purchase of Tokens by the accredited investors.

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

- 14.16. You agree to comply with and abide to all applicable to the purchase of the Tokens local laws and regulations of the country, you are the resident of. The Company shall not be held liable for any legal or monetary consequence arising from your violating any local laws or regulations related to your purchase of the Tokens.
- 14.17. ALTHOUGH THE TOKENS ARE NOT INTENDED TO BE DEEMED SECURITIES UNDER THE SECURITIES ACT, IN LIGHT OF THE SIGNIFICANT POTENTIAL RISK OF THE SEC DEEMING ANY TOKEN (INCLUDING THE SOLVE TOKEN) TO BE A SECURITY, YOU AGREE TO ONLY RESELL OR OTHERWISE TRANSFER THE TOKENS TO, OR FOR THE ACCOUNT OR BENEFIT OF, ANY U.S. PERSON OR IN THE UNITED STATES PURSUANT TO THE REQUIREMENTS OF REGULATION S, PURSUANT TO A REGISTRATION UNDER THE SECURITIES ACT OR AN EXEMPTION THEREFROM AND AGREE NOT TO ENGAGE IN ANY HEDGING ACTIVITIES UNLESS PERMITTED UNDER THE SECURITIES ACT. YOU FURTHER AGREE THAT THE TOKEN WILL OR WILL BE DEEMED TO INCLUDE A LEGEND TO SUCH EFFECT. YOU FURTHER AGREE THAT THE COMPANY MAY TAKE ANY ACTION AVAILABLE TO IT TO PREVENT TRANSFERS IN VIOLATION OF SUCH RESTRICTIONS. IF YOU ARE A DISTRIBUTOR WITHIN THE MEANING OF REGULATION S SELLING TO ANY PERSON WITHIN ONE YEAR FROM THE ISSUANCE OF THE TOKENS TO A DISTRIBUTOR, DEALER OR OTHER PERSON RECEIVING A SELLING CONCESSION, FEE OTHER REMUNERATION IN RESPECT OF THE TOKENS, YOU AGREE TO SEND A CONFIRMATION OR OTHER NOTICE TO THE PURCHASER INFORMING IT THAT IT IS SUBJECT TO THE SAME RESTRICTIONS ON OFFERS AND SALES OF TOKENS.

15. ACKNOWLEDGMENT AND ASSUMPTION OF RISKS

You acknowledge and agree that there are risks associated with purchasing Tokens, holding Tokens, and using Tokens in connection with the Services and Platform, as disclosed and explained in Exhibit C. If you have any questions regarding these risks, please contact us at info@solve.care BY PURCHASING TOKENS, YOU EXPRESSLY ACKNOWLEDGE AND ASSUME THESE RISKS.

16. SECURITY

You are responsible for implementing reasonable measures for securing SOLVE account you use to receive and hold Tokens you purchase from us, including any requisite private key(s) or passwords or other credentials necessary to access such storage mechanism(s). If your private key(s) or passwords or other access credentials are lost, you may lose access to your Tokens. We are not responsible for any such losses.

17. PERSONAL INFORMATION

We may determine, in our sole discretion, that it is necessary to obtain certain information about you, including but not limited to instances where we must obtain certain information in order to comply with applicable law or regulation in connection to the Token sale.

18. TAXES

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

19. LIMITATION OF LIABILITY

- 19.1. The Company shall be responsible and liable only for (1) correct functioning of the Platform and (2) maintenance of the correct operation of the smart contracts system, which autonomously conducts processes of providing Crowd funders with Tokens and distributing of the respective bonuses.

- 19.2. Company and its affiliates and their respective officers, employees or agents will not be liable to you or anyone else for any damages of any kind, including, but not limited to, direct, consequential, incidental, special or indirect damages (including but not limited to lost profits, trading losses or damages that result from use or loss of use of this website and its products), even if the Company has been advised of the possibility of such damages or losses, including, without limitation, from the use or attempted use of the Website and/or Company's products or another linked website.
- 19.3. Due to the Company's products being offered on the internet (meaning both the World Wide Web and the Ethereum Blockchain) the Company understands that there is a possibility that there might be a certain flow of the Tokens into the USA or to the citizens or residents of the mentioned countries. If you are the citizen or resident of these countries, regardless of your precise location, you are restricted in buying Tokens, unless you are an accredited investor (as it is defined in the Rule 501 of Regulation D under the Securities Act), and if you buy them you do it at your own risk and under no circumstances shall company hold responsibility for such purchase of Tokens.
- 19.4. Further, neither we nor any of our affiliates or licensors will be responsible for any compensation, reimbursement, or damages arising in connection with: (a) your inability to use the Tokens, including without limitation as a result of any termination or suspension of the Ethereum network or this agreement, including as a result of power outages, maintenance, defects, system failures or other interruptions; (b) the cost of procurement of substitute goods or services; (c) any investments, expenditures, or commitments by you in connection with this agreement or your use of or access to the Tokens; or (d) any unauthorized access to, alteration of, or the deletion, destruction, damage, loss or failure to store any data, including records, private key or other credentials, associated with any Token.
- 19.5. To the fullest extent permitted by applicable law, you will indemnify, defend and hold harmless Company and our respective past, present and future employees, officers, directors, contractors, consultants, equity holders, suppliers, vendors, service providers, parent companies, subsidiaries, affiliates, agents, representatives, predecessors, successors and assigns (the "Company Parties") from and against all claims, demands, actions, damages, losses, costs and expenses (including attorneys' fees) that arise from or relate to: (1) your purchase or use of Tokens, (2) your responsibilities or obligations under this Agreement, (3) your violation of this Agreement, or (iv) your violation of any rights of any other person or entity.
- 19.6. You will defend, indemnify, and hold harmless us, our affiliates and licensors, and each of their respective employees, officers, directors, and representatives from and against any claims, damages, losses, liabilities, costs, and expenses (including reasonable attorney fees) arising out of or relating to any third-party claim concerning this Agreement or your use of Tokens contrary to the terms of this Agreement. If we or our affiliates are obliged to respond to a third-party subpoena or other compulsory legal order or process described above, you will also reimburse us for reasonable attorney fees, as well as our employees' and contractors' time and materials spent responding to the third-party subpoena or other compulsory legal order or process at reasonable hourly rates.
- 19.7. You expressly agree that by entering into this User Agreement and by purchasing the SOLVE Tokens sold by us, you are aware of the mechanics and nature of the crypto currency and crypto assets and are aware about the various risks associated with the same. In case you suffer, any loss or you violate any specific law about the same then you shall be solely responsible for the same and shall not hold us liable for any loss incurred by you. You agree that the Company has already made you aware about the various risk factors associated with your purchase of the crypto currency and assets. Your purchase of the same signifies that you are aware about all the mechanics, nature and risks associated with crypto currency and assets and you are purchasing the same at your sole discretion and after exercising due diligence. You shall indemnify us of any legal claim, suits, costs, etc. made against us by you or anyone associated with you if such claim is made as a result of any loss suffered by you because of the purchase of the SOLVE Tokens being sold by us.
- 19.8. The information, software, products, and services included in or available through the Website may include inaccuracies or typographical errors. Changes are periodically added to the information herein. Company may make improvements and/or changes in the Website at any time. Company makes no representations about the suitability, reliability, availability, timeliness, and accuracy of the Tokens, the Website, information,

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

20. DISCLAIMER

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW AND EXCEPT AS OTHERWISE SPECIFIED IN A WRITING BY US, (A) TOKENS ARE SOLD ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, AND WE EXPRESSLY DISCLAIM ALL IMPLIED WARRANTIES AS TO TOKENS, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT; (B) WE DO NOT REPRESENT OR WARRANT THAT TOKENS ARE RELIABLE, CURRENT OR ERROR-FREE, MEET YOUR REQUIREMENTS, OR THAT DEFECTS IN TOKENS, IF SUCH ARE FOUND, WILL BE CORRECTED; AND (C) WE CANNOT AND DO NOT REPRESENT OR WARRANT THAT TOKENS OR THE DELIVERY MECHANISM FOR TOKENS ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. WE WILL DO OUR BEST TO TAKE ALL THE POSSIBLE MEASURES TO AVOID ANY TOKEN ERRORS AND IMPROVE THEM IF ANY OF THEM WERE DETECTED. TO INFORM US ABOUT ERRORS, PLEASE CONTACT US BY EMAIL AT INFO@SOLVE.CARE.

21. FORCE MAJEURE

- 21.1. Our services are offered only on the digital domain, which is subject to risks including offensive attacks. We shall not be liable for any loss, harm or damage caused to the User's account or the monies or Tokens accrued therein if the same arises due to Force Majeure including commissions or omissions by third parties, forces of nature, offensive attacks on our servers or on the personal devices of the users or any loss caused by conditions or events beyond our reasonable control.
- 21.2. The above limitation on liability includes any Force Majeure event set out hereunder including acts of god; fire, act of terrorists, act of civil or military authorities, civil disturbance, war, strike or other labour dispute, interruption in telecommunications or Internet services or network provider services, failure of equipment and/or software, other catastrophe or any other occurrence which is beyond our reasonable control;
- 21.3. Offensive attacks including virus attack, hacking, denial of service attack or theft of the personal devices of the User resulting in loss or damage of the account. The validity and enforceability of any remaining provisions shall not be affected by any such condition.
- 21.4. We shall not be liable for any harm, loss or damage caused to User due to a data breach of confidential information of the User, including of the User account details or User password, including when such breach has occurred due to the User sharing the details with third parties or the User's failure to follow due diligence. We shall also not be responsible for disclosure by User of account details including by falling prey by way of a phishing attack.
- 21.5. **"Force Majeure"** shall mean and include any cause arising from or attributable to acts, or events, beyond our reasonable control, including natural calamity, strikes, terrorist action or threat, civil commotion, riot, crowd disorder, invasion, war, threat of or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, structural damage, epidemic or other natural disaster, calamity, attacks including through computer viruses, hacking, denial of service attacks, ransomware or other manmade disruptions or any law, order enactment, statutory direction, legislation, regulation, rule or ruling of government or any court of law or of a Government or regulatory authority.

22. INDEMNITY

- 22.1. User shall indemnify the Company, its representatives, Affiliates and their respective directors, officers, shareholders, representatives and assigns (the “**Indemnified Parties**”) and hold harmless the Indemnified Parties against and in respect of any and all claims, losses, damages, expenses, costs or other liabilities (including attorney’s fees) incurred or suffered by the Indemnified Parties in any manner from or due to any failure or default by the User, to duly perform its obligations under this Agreement and the terms contained herein or due to any material breach by User of the User Guidelines or due to any misrepresentation under this Agreement or in compliance of its terms.
- 22.2. We shall indemnify User and hold harmless against and in respect of claims, losses, damages, expenses, costs or other liabilities (including attorney’s fees) incurred or suffered by the User solely due to any proven wilful and malicious act or default by us. This indemnity is subject to the representations and warranties set out herein above i.e., we shall not be liable for any claim, action, loss, damage, expenses, costs or other liabilities including attorney’s fees arising out of risks or consequences set out in the representations and warranties herein or for actions initiated by us against User for suspension, cancellation or termination of the account for any reason. Liability of the Company in any event shall be limited to the amounts actually received from the User as consideration. User shall be required to submit proof thereof for substantiating the claim.
- 22.3. These provisions shall survive the expiration or termination of this Agreement.

23. INTELLECTUAL PROPERTY RIGHTS

- 23.1. We retain all rights, titles and interests in all of our intellectual property, including inventions, discoveries, processes, marks, methods, compositions, formulae, techniques, information and data, whether or not patentable, copyrightable or protectable in trademark, and any trademarks, copyrights or patents based thereon. You may not use any of our intellectual property for any reason, except with our express, prior, written consent.
- 23.2. In particular, we retain all intellectual property rights, mostly, but not limited, to copyright, over the source code forming Tokens. These terms shall not be understood and interpreted in a way that they would mean assignment of intellectual property rights, unless it is explicitly defined so in this Agreement.
- 23.3. You are being granted a non-exclusive, non-transferable, revocable license to access and use the Platform. Limitation to the transferability of license shall not be understood in a way that the users are not allowed to transfer Tokens to third parties.
- 23.4. You shall use the Website, the Platform and the Tokens strictly in accordance with the provisions of this Agreement and the respective Whitepaper. As a condition of your use of the Website, the Platform and Tokens you warrant to the Company that you will not use the Website, the Platform and Tokens for any purpose that is unlawful or prohibited by the provisions of this Agreement. You may not use the Tokens in any manner that could damage, disable, overburden, or impair the Website or interfere with any other party’s use and enjoyment of the Website and the Platform. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Website, the Platform and/or Tokens and/or other services provided thereto.
- 23.5. All content included on the website, including the Tokens, the Platform, and associated products and services, such as, but not limited to, text, graphics, logos, images, source code, as well as the compilation thereof, and any software used on the website is the property of the Company and protected by copyright, trademark and other laws that protect intellectual property and proprietary rights. You agree to observe and abide by all copyright and other proprietary notices, legends or other restrictions contained in any such content and will not make any changes thereto.
- 23.6. Our website, its suppliers and licensors expressly reserve all intellectual property rights in all text, programs, products, processes, technology, content and other materials, which appear on this Site. Access to this Site does not confer and shall not be considered as conferring upon anyone any license under any of Solve.Care

Foundation) or any third party's intellectual property rights. All rights, including copyright, in this website are owned by or licensed to us or third-party suppliers. Any use of this website or its contents, including copying or storing it or them in whole or part, other than for your own personal, non-commercial use is prohibited without the permission of our website. You cannot modify, distribute or re-post anything on this website for any purpose.

- 23.7. The names and logos and all related product and service and our slogans are the trademarks or service marks of Solve Care Foundation. All other marks are the property of their respective companies. No trademark or service mark license is granted in connection with the materials contained on this Site. Access to this Site does not authorize anyone to use any name, logo or mark in any manner.
- 23.8. All materials, including images, text, illustrations, designs, icons, photographs, programs, music clips or downloads, video clips and written and other materials that are part of this Site (collectively, the "Contents") are intended solely for personal, non-commercial use. You may download or copy the Contents and other downloadable materials displayed on the Site for your personal use only. No right, title or interest in any downloaded materials or software is transferred to you as a result of any such downloading or copying. You may not reproduce (except as noted above), publish, transmit, distribute, display, modify, create derivative works from, sell or participate in any sale of or exploit in any way, in whole or in part, any of the Contents, the Site or any related software. All software used on this Site is the property of our website or its suppliers and protected by laws of Estonia. The Contents and software on this Site may be used only as a shopping resource. Any other use, including the reproduction, modification, distribution, transmission, republication, display, or performance, of the Contents on this Site is strictly prohibited. Unless otherwise noted, all Contents are copyrights, trademarks and/or other intellectual property owned, controlled or licensed by our website, one of its affiliates or by third parties who have licensed their materials to us and are protected by laws of Estonia. The compilation (meaning the collection, arrangement, and assembly) of all Contents on this Site is the exclusive property of our website and is also protected by laws of Estonia.
- 23.9. If you learn of any unlawful material or activity on our website, or any material or activity that breaches this notice, please inform us. We respect the intellectual property rights of others and expect users of the Services to do the same. We will respond to notices of alleged copyright infringement that comply with applicable law and are promptly and properly provided to us. If you have a reason to believe that Your Content has been copied in a way that constitutes copyright infringement, please provide us with the following information:
- 1) a physical or electronic signature of the copyright owner or a person authorized to act on their behalf;
 - 2) identification of the copyrighted work claimed to have been infringed;
 - 3) identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material;
 - 4) Your contact information, including your address, telephone number and an email address;
 - 5) a statement by you that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and a statement that the information in the notification is accurate, and that You are authorized to act on behalf of the copyright owner.
- 23.10. We have the right to remove the Content alleged to be infringing without prior notice, at our sole discretion, and without liability to you. In appropriate circumstances, we will also terminate a user's account if we determine that the user is a repeat infringer.
- 23.11. Notices regarding our website should be sent to: info@solve.care (email address of our copyright agent to whom copyright infringement complaints can be filed).

24. TERMINATION

- 24.1. We may, at any time and without notice, suspend, cancel, or terminate your right to use the website (or any portion of the website). In the event of suspension, cancellation, or termination, you are no longer authorized to access the part of the website affected by such suspension, cancellation, or termination. In the event of any suspension, cancellation, or termination, the restrictions imposed on you with respect to material downloaded from the website and the disclaimers and limitations of liabilities set forth in the Agreement, shall survive.
- 24.2. Without limiting the foregoing, we may close, suspend or limit your access to our website: if we determine that you have breached, or are acting in breach of, this Agreement;
- if we determine that you have breached legal liabilities (actual or potential), including infringing someone else's Intellectual Property Rights;
 - if we determine that you have engaged, or are engaging, in fraudulent, or illegal activities; to manage any risk of loss to us, a User, or any other person; or
 - For other similar reasons.
- 24.3. In case of the Breach of Agreement, we have the right to block your access to the SOLVE account and we may hold you liable for an amount of which we have suffered losses/damages (but not less than the amount of your payment for purchase of Tokens hereunder).

25. GOVERNING LAW, JURISDICTION AND DISPUTE RESOLUTION

25.1. This User Agreement shall be construed in accordance with the **English Law**.

25.2. DISPUTE RESOLUTION, BINDING ARBITRATION

- a) **Binding Arbitration.** Except for any disputes, claims, suits, actions, causes of action, demands or proceedings (collectively, "Disputes") in which either Party seeks injunctive or other equitable relief for the alleged unlawful use of intellectual property, including, without limitation, copyrights, trademarks, trade names, logos, trade secrets or patents, you and Company (i) waive your and Company's respective rights to have any and all Disputes arising from or related to this Agreement resolved in a court, and (ii) waive your and Company's respective rights to a jury trial. Instead, you and Company will arbitrate Disputes through binding arbitration (which is the referral of a Dispute to one or more persons charged with reviewing the Dispute and making a final and binding determination to resolve it instead of having the Dispute decided by a judge or jury in court).
- b) **No Class Arbitrations, Class Actions or Representative Actions.** Any Dispute arising out of or related to this Agreement is personal to you and Company and will be resolved solely through individual arbitration and will not be brought as a class arbitration, class action or any other type of representative proceeding. There will be no class arbitration or arbitration in which an individual attempt to resolve a Dispute as a representative of another individual or group of individuals. Further, a Dispute cannot be brought as a class or other type of representative action, whether within or outside of arbitration, or on behalf of any other individual or group of individuals.
- c) **Notice; Informal Dispute Resolution.** Each Party will notify the other Party in writing of any Dispute within thirty (30) days of the date it arises, so that the Parties SOLVE attempt in good faith to resolve the Dispute informally. Notice to Company shall be sent by e-mail to Company at info@solve.care. Notice to you shall be sent by email to the then-current email address in your Account. Your notice must include (1) your name, postal address, email address and telephone number, (2) a description in reasonable detail of the nature or basis of the Dispute, and (3) the specific relief that you are seeking. If you and Company cannot agree how to resolve the Dispute within thirty (30) days after the date notice is received by the applicable Party, then either you or Company may, as appropriate and in accordance with this Section, commence an arbitration proceeding.

- d) Any arbitration will occur in London, United Kingdom. Arbitration will be conducted confidentially by a single arbitrator in accordance with LCIA Arbitration Rules of the London Court of International Arbitration. Governing law is English Law.
- e) The language of the Arbitration court shall be English.

26. FEEDBACK

We will own exclusive rights, including all intellectual property rights, to any feedback, suggestions, ideas or other information or materials regarding Solve.Care or our Services that you provide, whether by email, posting through our Services or otherwise ("Feedback"). Any Feedback you submit is non-confidential and shall become the sole property of Solve.Care. We will be entitled to the unrestricted use and dissemination of such Feedback for any purpose, commercial or otherwise, without acknowledgment or compensation to you. You waive any rights you may have to the Feedback (including any copyrights or moral rights). Do not send us Feedback if you expect to be paid or want to continue to own or claim rights in them; your idea might be great, but we may have already had the same or a similar idea and we do not want disputes. We also have the right to disclose your identity to any third party who is claiming that any content posted by you constitutes a violation of their intellectual property rights, or of their right to privacy. We have the right to remove any posting you make on our website if, in our opinion, your post does not comply with the content standards set out in this section.

27. LINKS TO OTHER WEBSITES

Links to third party Websites on this site are provided solely as a convenience to you. If you use these links, a new browser will be lodged to access linked Websites. We have not reviewed these third-party Websites and does not control and is not responsible for any of these Websites or their content. We do not endorse or make any representations about them, or any information, or other products or materials found there, or any results that may be obtained from using them. If you decide to access any of the third-party Websites linked to this site, you do this entirely at your own risks.

28. NO WAIVER IMPLIED

The failure of us to enforce at any time any of the provisions of these of Agreement, or the failure to require at any time performance by you of any of the provisions of these provisions, shall in no way be construed to be a present or future waiver of such provisions, nor in any way affect our right to enforce each and every such provision thereafter. The express waiver by us of any provision, condition or requirement of these provisions shall not constitute a waiver of any future obligation to comply with such provision, condition or requirement.

29. SEVERABILITY

Each Term shall be deemed to be severable. If any Term or portion thereof is found to be invalid or unenforceable, such invalidity or unenforceability shall in no way effect the validity or enforceability of any other Term.

30. ASSIGNMENT

- 30.1. You will not assign any rights or delegate any obligations under these Terms, in whole or in part, by operation of law or otherwise, without obtaining our prior written consent, which may be withheld in our sole discretion.
- 30.2. We may assign our rights and delegate any of our obligations under these Terms, in whole or in part, without your consent. Any assignment or delegation in violation of the foregoing will be null and void. These Terms will be binding and inure to the benefit of each party's permitted successors and assigns.

31. NOTICES

- 31.1. Any notices must be given by postal mail to us at the below mentioned address: info@solve.care.
- 31.2. In your case, we will send you any notice at your provided email address (either during the registration process or when your email address changes). Notice shall be deemed given 24 hours after email is sent, unless the sending party is notified that the email address is invalid. Alternatively, we may give you notice by certified mail, postage prepaid and return receipt requested, to the address provided to us. In such case, notice shall be deemed given three days after the date of mailing.

32. DIGITAL SIGNATURE

- 32.1. By using our services, you are deemed to have executed this Agreement electronically, effective on the date you register your Account and start using our services. Your Account registration constitutes an acknowledgement that you are able to electronically receive, download, and print this Agreement.
- 32.2. In connection with this Agreement, you may be entitled to receive certain records, such as contracts, notices, and communications, in writing. To facilitate your use of the website, you give us permission to provide these records to you electronically instead of in paper form.
- 32.3. By registering for an Account, you consent to electronically receive and access, via email, all records and notices for the services provided to you under this Agreement that we would otherwise be required to provide to you in paper form. However, we reserve the right, in our sole discretion, to communicate with you via the Postal Service and other third-party mail services using the address under which your account is registered. Your consent to receive records and notices electronically will remain in effect until you withdraw it. You may withdraw your consent to receive further records and notices electronically at any time by contacting Customer Support. If you withdraw your consent to receive such records and notices electronically, we will terminate your access to the Services, and you will no longer be able to use the Services. Any withdrawal of your consent to receive records and notices electronically will be effective only after we have a reasonable period of time to process your request for withdrawal. Please note that your withdrawal of consent to receive records and notices electronically will not apply to records and notices electronically provided by us to you before the withdrawal of your consent becomes effective.
- 32.4. In order to ensure that we are able to provide records and notices to you electronically, you must notify us of any change in your email address by updating your Account information on the website or by contacting Customer Support.

33. ENTIRE AGREEMENT

These Terms collectively represent the entire agreement and understanding between you and us and supersede any other agreement or understanding (written, oral or implied) that you and we may have had. Any statement, inducement, promise, covenant or condition not expressly found either in these Terms shall be deemed as void.

34. CONTACT US

For any further clarification of our Terms and Conditions of purchase of Tokens, please write to us at info@solve.care.

EXHIBIT A

DESCRIPTION OF SOLVE.CARE FOUNDATION, PLATFORM AND SOLVE TOKEN

1. OVERVIEW OF FOUNDATION

Solve.Care Foundation was established in 2017 to revolutionize administration of healthcare and other benefit programs, globally.

2. OUR MISSION

Make healthcare and benefit programs work better for everyone for ourselves, parents, children, society and our economy. Build a community of developers, partners and resellers to continually expand the platform and apply collective intelligence.

3. OVERVIEW OF THE SOLVE.CARE PLATFORM

Solve.Care Platform is a revolutionary platform for decentralized healthcare and benefit administration which consist of Care.Wallet, Care.Protocol, Care.Coin and Care.Card and where Community connects with the clients. Additional details regarding the Platform are provided in the Whitepaper.

EXHIBIT B TOKEN SALE PROCEDURES AND SPECIFICATIONS

1. GENERAL TERM OF SALE OF TOKENS

- 1.1. Accepted types of payments for purchase of the Tokens are crypto world currencies – Bitcoin, Ether, and USDT. Company may also accept payments in real world currencies - United States Dollars (US\$) and Euro (EUR) which will be a subject to a Crowd funder completion of the KYC procedure, and availability will depend on jurisdiction of the Crowd funder.
- 1.2. Unless otherwise stated herein, this Token Sale Agreement governs only your purchase of Tokens from us during the Pre-Sale Period and Open Sale Period.
- 1.3. Tokens distributed during Pre-Sale Period will be maximum of 35.00% of the total number of Tokens generated. Total maximum supply of Tokens during Pre-Sale Period is 350,000,000 SOLVE Tokens. Tokens will be created and provided to you immediately after completion of the Purchase.
- 1.4. Tokens distributed during Open Sale Period will be a balance of total distributable tokens, that remain after Pre-Sale Period ends. Thus, a total maximum supply of Tokens will be equal to: 35.00% (350,000,000 SOLVE) of the total number of Tokens generated minus total amount of Tokens sold during Pre-Sale Period.
- 1.5. The price of the Tokens is nominated in US\$. The price of one Token during the Pre-Sale Period is equal to US\$ 0.085. As for the Open Sale Period, the price of one Token equals to US\$ 0.10.
- 1.6. The total amount of the Tokens created through the Ethereum smart contract system and offered for sale during the Pre-Sale Period and Open Sale Period is 350,000,000 SOLVE Tokens. All of the Tokens are of equal value and functionality.
- 1.7. To purchase Tokens, if you are affiliated with or represent the USA entities or/and citizen or resident of the USA, you shall provide by request of the Company all the documents for conduction of KYC and verification of the status of accredited investor procedure, as it is described in this Agreement.
- 1.8. The use of Tokens in connection with the Platform may be governed by other applicable terms and policies (collectively, the “Platform Terms and Policies”). Any Platform Terms and Policies we promulgate will be available at Solve.Care website. We may add terms or policies to the Platform Terms and Policies in our sole discretion and may update each of the Platform Terms and Policies from time to time according to modification procedures set forth therein. To the extent of any conflict with these Terms, the Platform Terms and Policies shall control with respect to any issues relating to the use of Tokens in connection with the Platform.
- 1.9. Tokens cannot be transferred to another SOLVE account or in any other way disposed for the period of the Pre-Sale Period and the Open Sale Period.
- 1.10. Procedures of the purchase of the Tokens, the timing and pricing of the Tokens sale and our anticipated use of the Tokens sale are defined in the Whitepaper.

2. SOLVE PRE-SALE - TERMS

2.1. SOLVE Pre-sale is a limited opportunity to buy SOLVE Tokens at a 30% discount to Open Sale price.

2.2. Terms of Pre-sale:

- 1) Pre-Sale starts on January 15, 2018 at 8:00AM GMT
- 2) Pre-Sale ends on March 9, 2018 at 23:59 PST
- 3) Total Token Supply and Allocation:
 - SOLVE is a Limited issue token Total SOLVE Supply: 1000M
 - Reserved: 650M
 - Total available for sale: 350M
- 4) Available for sale in Pre-sale: 350M:
 - Pre-sale price: \$0.085
- 5) Pre-sale is available to anyone (including US person or entity)
 - All buyers will be required to submit identification and proof of residency
 - Buyers from the US will be required to submit proof of accredited investor status

2.3. Terms of Open sale:

- 1) Available for sale in Open sale: balance of 350M (after Pre-Sale)
- 2) Open sale price: \$0.10
- 3) Open sale starts on March 30, 2018 at 8:00AM GMT
- 4) Open sale ends on April 30, 2018 at 23:59 PST.

3. USE OF PROCEEDS FROM THE SALE OF SOLVE TOKENS

Planned use of proceeds has been reviewed and approved by the Solve.Care Governance council as follows:

Allocation	Percentage
Development	31%
Subscribers and acquisitions	25%
Community and partner ecosystem	16%
Sales and marketing	12%
General and administrative	9%
Legal and compliance	3%
Infrastructure and project management	2%
Token Sale expenses	2%

EXHIBIT C

RISK FACTORS ASSOCIATED WITH TOKENS

Important Note: As noted elsewhere in the Token Sale Agreement, the Tokens are not being structured or sold as securities or any other form of investment product. Accordingly, none of the information presented in this **Exhibit C** is intended to form the basis for any investment decision, and no specific recommendations are intended. Company expressly disclaims any and all responsibility for any direct or consequential loss or damage of any kind whatsoever arising directly or indirectly from: (1) reliance on any information contained in this **Exhibit C**, (2) any error, omission or inaccuracy in any such information or (3) any action resulting from such information.

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

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

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

2. Risks Associated with the Ethereum Protocol

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

3. Risk of Mining Attacks

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

4. Risk of Hacking and Security Weaknesses

Hackers or other malicious groups or organizations may attempt to interfere with the Platform or Tokens in a variety of ways, including, but not limited to, malware attacks, denial of service attacks, consensus-based attacks, Sybil attacks, smurfing and spoofing. Furthermore, because the Platform is based on open-source software, there is a risk that a third party or a member of the Company team may intentionally or unintentionally introduce weaknesses into the core infrastructure of the Platform, which could negatively affect the Platform and Tokens, including Tokens' utility for using the Platform.

5. Risks Associated with Markets for Tokens

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

6. Risk of Uninsured Losses

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

7. Risks Associated with Uncertain Regulations and Enforcement Actions

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

8. Risks Arising from Taxation

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

9. Risk of Alternative Platforms

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

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

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

11. Risk of Insufficient Interest in the Platform or Distributed Applications

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

12. Risks Associated with the Development and Maintenance of the Platform

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

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

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

14. Risk of Dissolution of the Company

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

15. Risks Arising from Lack of Governance Rights

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

16. Unanticipated Risks

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

EXHIBIT D ACCREDITED INVESTOR LEGAL DEFINITION

(EXCERPT FROM RULE 501 OF REGULATION D UNDER THE SECURITIES ACT)

§230.501 Definitions and terms used in Regulation D.

As used in Regulation D (§230.500 et seq. of this chapter), the following terms shall have the meaning indicated:

- (a) **Accredited investor.** Accredited investor shall mean any person who comes within any of the following categories, or who the issuer reasonably believes comes within any of the following categories, at the time of the sale of the securities to that person:
- 1) Any bank as defined in section 3(a)(2) of the Act, or any savings and loan association or other institution as defined in section 3(a)(5)(A) of the Act whether acting in its individual or fiduciary capacity; any broker or dealer registered pursuant to section 15 of the Securities Exchange Act of 1934; any insurance company as defined in section 2(a)(13) of the Act; any investment company registered under the Investment Company Act of 1940 or a business development company as defined in section 2(a)(48) of that Act; any Small Business Investment Company licensed by the U.S. Small Business Administration under section 301(c) or (d) of the Small Business Investment Act of 1958; any plan established and maintained by a state, its political subdivisions, or any agency or instrumentality of a state or its political subdivisions, for the benefit of its employees, if such plan has total assets in excess of \$5,000,000; any employee benefit plan within the meaning of the Employee Retirement Income Security Act of 1974 if the investment decision is made by a plan fiduciary, as defined in section 3(21) of such act, which is either a bank, savings and loan association, insurance company, or registered investment adviser, or if the employee benefit plan has total assets in excess of \$5,000,000 or, if a self-directed plan, with investment decisions made solely by persons that are accredited investors;
 - 2) Any private business development company as defined in section 202(a)(22) of the Investment Advisers Act of 1940;
 - 3) Any organization described in section 501(c)(3) of the Internal Revenue Code, corporation, Massachusetts or similar business trust, or partnership, not formed for the specific purpose of acquiring the securities offered, with total assets in excess of \$5,000,000;
 - 4) Any director, executive officer, or general partner of the issuer of the securities being offered or sold, or any director, executive officer, or general partner of a general partner of that issuer;
 - 5) Any natural person whose individual net worth, or joint net worth with that person's spouse, exceeds \$1,000,000.
 - (i) Except as provided in paragraph (a)(5)(ii) of this section, for purposes of calculating net worth under this paragraph (a)(5):
 - a) The person's primary residence shall not be included as an asset;
 - b) Indebtedness that is secured by the person's primary residence, up to the estimated fair market value of the primary residence at the time of the sale of securities, shall not be included as a liability (except that if the amount of such indebtedness outstanding at the time of sale of securities exceeds the amount outstanding 60 days before such time, other than as a result of the acquisition of the primary residence, the amount of such excess shall be included as a liability); and

- c) Indebtedness that is secured by the person's primary residence in excess of the estimated fair market value of the primary residence at the time of the sale of securities shall be included as a liability;
- (ii) Paragraph (a)(5)(i) of this section will not apply to any calculation of a person's net worth made in connection with a purchase of securities in accordance with a right to purchase such securities, provided that:
 - a) Such right was held by the person on July 20, 2010;
 - b) The person qualified as an accredited investor on the basis of net worth at the time the person acquired such right; and
 - c) The person held securities of the same issuer, other than such right, on July 20, 2010.
- 6) Any natural person who had an individual income in excess of \$200,000 in each of the two most recent years or joint income with that person's spouse in excess of \$300,000 in each of those years and has a reasonable expectation of reaching the same income level in the current year;
- 7) Any trust, with total assets in excess of \$5,000,000, not formed for the specific purpose of acquiring the securities offered, whose purchase is directed by a sophisticated person as described in §230.506(b)(2)(ii); and
- 8) Any entity in which all of the equity owners are accredited investors.

[47 FR 11262, Mar. 16, 1982, as amended at 53 FR 7868, Mar. 10, 1988; 54 FR 11372, Mar. 20, 1989; 76 FR 81806, Dec. 29, 2011; 77 FR 18685, Mar. 28, 2012; 78 FR 44770, 44804, July 24, 2013; 81 FR 83553, Nov. 21, 2016]

Last Update: December 21, 2018