

TOKEN SALE TERMS

PLEASE READ THESE TOKEN SALE TERMS CAREFULLY. NOTE THAT SECTIONS [15](#) AND [16](#) CONTAIN A BINDING ARBITRATION CLAUSE AND REPRESENTATIVE ACTION WAIVER, WHICH AFFECT YOUR LEGAL RIGHTS. IF YOU DO NOT AGREE TO THESE TOKEN SALE TERMS YOU SHALL NOT PURCHASE TOKENS.

YOU ARE NOT ELIGIBLE AND YOU ARE NOT TO PURCHASE TOKENS IF YOU ARE A CITIZEN OR RESIDENT (TAX OR OTHERWISE) OF ANY COUNTRY OR TERRITORY WHERE TRANSACTIONS WITH DIGITAL TOKENS AND/OR DIGITAL CURRENCIES ARE PROHIBITED OR IN ANY OTHER MANNER RESTRICTED BY APPLICABLE LAWS. "PERSON" IS GENERALLY DEFINED AS A NATURAL PERSON RESIDING IN THE RELEVANT STATE OR ANY ENTITY ORGANIZED OR INCORPORATED UNDER THE LAWS OF THE RELEVANT STATE. PURCHASED TOKENS CANNOT BE OFFERED OR DISTRIBUTED AS WELL AS CANNOT BE RESOLD OR OTHERWISE ALIENATED BY THEIR HOLDERS TO MENTIONED PERSONS ("RESTRICTED PERSON").

IN PARTICULAR (BUT NOT LIMITING THE GENERALITY OF THE ABOVE), THE TOKENS ARE NOT OFFERED TO U.S. CITIZENS OR U.S. PERSONS (HAS THE MEANING IN 26 U.S. SECTION 7701(A)(30)), OR TO CITIZENS OR PERSONS FROM BOSNIA AND HERZEGOVINA, DEMOCRATIC PEOPLE'S REPUBLIC OF KOREA (DPRK), ETHIOPIA, IRAN, IRAQ, SRI LANKA, SYRIA, TRINIDAD AND TOBAGO, TUNISIA, VANUATU, YEMEN, OR TO ANY OTHER CITIZENS OR PERSONS FROM A JURISDICTION, IN WHICH IT IS IMPERMISSIBLE OR RESTRICTED TO OFFER, DISTRIBUTE, PURCHASE, SELL OR RETAIN CRYPTOGRAPHIC TOKENS ("RESTRICTED COUNTRIES"). BY PURCHASING TOKENS YOU WARRANT THAT YOU ARE NOT A CITIZEN OR PERSON FROM A RESTRICTED COUNTRY OR PERSON FROM A JURISDICTION, IN WHICH IT IS IMPERMISSIBLE OR RESTRICTED TO OFFER, DISTRIBUTE, PURCHASE, SELL OR RETAIN CRYPTOGRAPHIC TOKENS. YOU ACKNOWLEDGE THAT ANY PURCHASE OF TOKENS BY CITIZENS OR PERSONS FROM A RESTRICTED COUNTRY, OR CITIZENS OR PERSONS FROM A JURISDICTION, IN WHICH IT IS IMPERMISSIBLE OR RESTRICTED TO OFFER, DISTRIBUTE, PURCHASE, SELL OR RETAIN CRYPTOGRAPHIC TOKENS, UNDER THESE TERMS WILL BE RENDERED NULL AND VOID. THE DISTRIBUTION OF THESE TERMS IN CERTAIN JURISDICTIONS MAY BE RESTRICTED BY LAW. THESE TERMS SHALL NOT BE SENT AND OR ADDRESSED WHOLLY OR IN PART, DIRECTLY OR INDIRECTLY, TO ANY CITIZENS OR PERSONS OF A RESTRICTED COUNTRY, OR PERSONS IN ANY OTHER JURISDICTION IN WHICH IT IS IMPERMISSIBLE OR RESTRICTED TO OFFER, DISTRIBUTE, PURCHASE, SELL OR RETAIN CRYPTOGRAPHIC TOKENS.

THESE TERMS OR ANY OTHER MATERIALS PROVIDED BY AGRICHAINCOIN AGN DO NOT CONSTITUTE A PROSPECTUS OF ANY SORT, ARE NOT A SOLICITATION FOR INVESTMENT AND DO NOT PERTAIN IN ANY WAY TO AN OFFERING OF SECURITIES IN ANY JURISDICTION. NEITHER THIS DOCUMENT NOR ANY OTHER MATERIALS HAVE BEEN (OR WILL BE) REGISTERED AS A PROSPECTUS WITH ANY GOVERNMENTAL AUTHORITIES.

1. Token Sale Terms; Parties

This document, including the annexes, acts as agreed upon token sale terms (“**Token Sale Terms**”, “**Terms**”) between you (“**Purchaser**”, “**User**”, “**you**”) and Agrichaincoin AGN, a subsidiary of Global Blockchain Innovative Technologies Limited, with its registered office at City Centre Plaza, Gimbiyia Street, Area 11, Garki, Abuja, Nigeria (“**Company**”, “**us**” or “**we**”). Important additional details regarding the Company are provided in [Annex A](#). Each of you and Company are a “**Party**” and collectively the “**Parties**”.

You accept these Terms when you purchase AGN Tokens (“**AGN**”, “**AGN Tokens**”, “**Tokens**”). The contents of the Platform (as defined below) and websites accessible from hyperlinks on the Platform, do not form an integral part of these Terms. If you are purchasing AGN Tokens on behalf of any entity, you are authorized to accept these Terms on such entity’s behalf and that such entity will be responsible for any damage arising out of a breach of these Terms by you or any other employee or agent of such entity (in such event references to “**you**” in these Terms refer to you and such entity, jointly).

The website www.agrichaincoin.com (“**Website**”), the underlying applications, protocols and technologies (“**Platform**”) and the sale of AGN Tokens (“**AGN Token Sale**”) are operated by or on behalf of Company. AGN Tokens are a digital product issued by or on behalf Company for the use by Token holders within the Platform as a means for accessing the functionalities of the Platform and initiating or receiving other services that are and may be made available through the Platform from time to time. Any purchase of AGN Tokens is subject to these Terms.

The Company is a commercial entity proceeding to the AGN Token Sale for the sole purpose of further developing and financing its commercial activity and to execute its vision in strict compliance with its company purpose. Please note that Company is not acting as a financial entity or as an asset manager in the framework of the AGN Token Sale. The Contributions (as defined below) collected through the AGN Token Sale will only be used for the purpose of further developing, deploying and financing the commercial activities of Company and/or its affiliates in connection to the Agrichaincoin Project (as defined below). Your Contribution (as defined below) will help Company further develop, deploy and finance the Agrichaincoin Project (as defined below), but will not provide you with any equity, asset, bond, security, derivative or any other financial instrument except for those who subscribed to the stake.

We will provide notice of any amendment to these Terms by posting any revised document to the Website and updating the “**Last updated**” field above accordingly or by any other method we deem appropriate. We are not obligated to provide notice in any other method beyond these. Any change to these Terms will be effective immediately upon such notice and apply to any ongoing or subsequent purchase of AGN Tokens.

More technical and commercial information about the Tokens and Tokens sale is set forth in the whitepaper located at the Website (“**Whitepaper**”).

The Whitepaper and the Website, including blog, social media (Twitter, Facebook, etc.) and any press release or article regarding Company or other public statements, are nonbinding and are subject to change by Company at its sole discretion. They are not part of these Terms and must not be held as modifying or amending them in any way.

These Terms do not purport to contain all information relating to AGN Tokens. In particular, they are not deemed to provide any advice relating to your decision whether or not to purchase AGN Tokens and must not be considered as providing complete information in relation to such a decision.

Any use of AGN Tokens after their first issuance will be governed by other applicable terms and policies as well as smart contracts governing their use, which will be available on the Platform upon the distribution of Agrichaincoin Tokens (“**AGN Tokens Terms of Use**”). Company at any time at its sole discretion may from time to time amend such AGN Tokens Terms of Use. To the extent of any conflict with these Terms, AGN Tokens Terms of Use shall control with respect to any issues relating to the use of AGN Tokens.

COMPANY HAS THE RIGHT TO ENTER INTO AGREEMENT WITH ANY OF PURCHASERS ON SPECIAL CONDITIONS WHICH MAY BE DIFFERENT FROM THOSE STIPULATED BY THESE TERMS.

2. Agrichaincoin Project; Contributions

The User understands and accepts that the furtherance and execution of the Agrichaincoin project as described in the Whitepaper, on the Website and elsewhere (“**AGN Project**”) is solely and exclusively the competence of Company and/or its affiliates.

Company shall be entirely free in its way of developing and executing the Agrichaincoin Project, in particular (and among other measures) by engaging any subcontractors it would deem necessary to perform the entire or partial development and execution of the Agrichaincoin Project. The scope of the development work will be dependent on, and triggered by, the amount received in legal tender or cryptocurrency as a result of the AGN Token Sale (“**Contributions**”). The Contributions cover expenses, charges and other costs that may arise in relation to Company and/or its affiliates or subcontractors as part of the development and execution of the Agrichaincoin Project. Company will generally allocate the Contributions in accordance with the Whitepaper, but Company decides in its sole discretion how to allocate the Contributions in order to develop and execute the Agrichaincoin Project at its best.

3. Purchase of AGN Tokens

AGN Tokens are digital tokens that Users can use in relation to the Agrichaincoin Project.

Subject to these Terms, Company agrees and undertakes to sell to eligible Purchasers and eligible Purchasers agree and undertake to purchase from Company a specific number of AGN Tokens at the price listed on the Website, depending on the time of purchase.

Company's publication on the Website is considered an invitation by Company to eligible Purchasers to submit an offer to Company to purchase AGN Tokens ("**Offer Invitation**"). Company is entitled in its sole discretion to decide if you are an eligible Purchaser. Company is entitled to refuse User to participate in the AGN Token Sale in its sole discretion, without having to explain its reasons.

The Offer Invitation shall be available only on the Website. Any other offer concerning AGN Token Sale presented on any other website or internet resource shall be considered null and void and shall not impose any obligations upon Company.

Company will conduct the AGN Token Sale during the period indicated on the Website ("**Sale Period**") or until hard cap as provided on the Website is reached ("**Hard Cap**"), whichever occurs sooner.

Purchase of AGN Tokens requires you to create an account on the Website ("**Account**"). In the Account you can choose the desired number of AGN Tokens and transfer the required payment amount in one of the accepted cryptocurrencies or pay through transfer and upload your payment details.

PURCHASER'S ENTITLEMENT TO AGN TOKEN FOLLOWING OFFER ACCEPTANCE IS STRICTLY PERSONAL AND NON-ASSIGNABLE. PURCHASER MUST NOT ASSIGN, TRANSFER, NOVATE OR OTHERWISE ENDOW A THIRD PARTY WITH THE BENEFIT OF HIS ENTITLEMENT TO THE AGN TOKEN UNTIL THE EVENTUAL DISTRIBUTION OF THE AGN TOKEN AFTER COMPLETION OF THE SALE PERIOD.

Even after Offer Acceptance, Company is entitled to refuse, in its sole discretion, any Purchaser of the AGN Token Sale.

4. Payment of Contributions

Payment of Contributions can be made in cryptocurrency or legal tender (wire transfer) as being introduced and communicated by Company from time to time. In general, the AGN Token Sale distinguishes between the presale period ("**Pre Sale**") and the main sale period ("**Main Sale**"), as communicated on the Website. During Pre-Sale, Contributions may be made in the local currencies and cryptocurrencies as maybe announced and specific discounts and bonus schemes will apply, as further indicated on the Website. During Main Sale, Contributions may be made in cryptocurrencies and legal tender, as further specified on the Website, provided that Contributions in legal tender can only be made after successful completion of KYC/AAML checks in accordance with Section [6](#).

In case of payment in legal tender, you are solely responsible for any exchange rate applicable, for any transaction fee charged by your or Company's bank, as well as for any delay in the transfer of your funds to the bank account designated by Company.

Purchaser shall only transfer money from his personal bank account, or cryptocurrencies from his personal wallet, in the amount which is commensurate to the amount of the AGN Tokens the Purchaser is willing to receive. YOU SHALL NOT USE ANY CRYPTO CURRENCY EXCHANGE ADDRESS FOR PAYMENT OF THE CONTRIBUTION. The Purchaser undertakes to control solely the address and/or the wallet and/or the bank account used for the Contribution, shall not act on behalf of any third party, and shall not transfer the control of the mentioned address, wallet or bank account to any third party.

The Purchaser is not entitled to transfer any funds to purchase AGN Tokens until the start of the Sale Period, except for the case of the AGN Tokens private presale that takes place before and during the general AGN Token Sale and is conducted only among a limited number of especially eligible Purchasers as shall be defined by Company in its sole discretion.

No payment will be accepted any more when the end of Sale Period or the Hard Cap is reached. Should any Contribution have been initiated before, but received after the end of the Sale Period, Company will decide, in its sole discretion, whether or not you will be entitled to purchase AGN Tokens.

For the avoidance of any doubt, Company did not and will not authorize any third party to receive any Contributions, or to provide any information for making transfers for the purposes of the AGN Token Sale, unless provided herein and on the Website.

5. Distribution, Transfer and Receipt of AGN Tokens.

The amount of AGN Tokens to be provided to a Purchaser shall be specified in Purchaser's Account upon completion of AGN Token Sale and the KYC/AML checks as set forth in Section 6.

The AGN Tokens shall be sent to the Purchaser's personal respective wallet via smart contract during or after the end of the Sale Period only as may be determined by the management. In order to receive AGN Tokens, the Purchaser is obliged to strictly follow any and all requirements and procedures set forth by Company, as shall be mentioned on the Website or otherwise communicated by Company to the Purchaser (including provision of necessary identification information about the Purchaser, information about his wallet, filling-in Purchaser's profile on the Website, complying with KYC/AML screening procedures, etc.).

COMPANY SHALL NOT BE HELD LIABLE FOR INABILITY OF THE PURCHASER TO RECEIVE OR USE AGN TOKENS BECAUSE OF PURCHASER'S FAILURE TO FOLLOW ANY OF THE REQUIREMENTS AND PROCEDURES OF COMPANY OR DUE TO ANY POSSIBLE MISREPRESENTATIONS OF THE PURCHASER.

Company shall not store AGN Tokens on any Purchaser's behalf; any AGN Tokens shall be stored in the Purchaser's own wallet. Company does not have any access to any passwords of any Purchaser's wallet, nor to any private keys pertaining to the AGN Tokens allocated to any Purchaser. The Purchaser is the sole responsible to ensure the correct safekeeping, in full security, of any and all access information and private keys relating to his wallet and his AGN Tokens. Company shall have no responsibility or liability in this regard.

Company shall not manage, invest or in any other way interfere with the AGN Tokens that are stored on the Purchaser's own wallet. The Purchaser shall be solely responsible for any and all managing, use and decision linked to his AGN Tokens.

6. KYC & AML Regulations

Every Purchaser must comply with the applicable anti-money laundering regulations, in particular the Nigeria Anti-Money Laundering Act, and cooperate for the identification process pursuant to the provisions for the prevention of money laundering and financing of terrorism (AML) and for the know-your-customer (KYC) checks. Company is entitled to use subcontractors to fulfill the KYC/AML obligations and you agree to fully cooperate with any sub-contractor for this purpose. You must in particular (without limitation) answer fully and truthfully any question or information request in relation to any money anti-laundering requirements, by Company or any sub-contractor.

The Purchaser hereby undertakes to provide valid proof concerning the legality of his proceeds used to purchase AGN Tokens upon Company's request or the request of banks or government authorities.

COMPANY WILL NOT BE HELD LIABLE FOR ANY FALSE OR MISLEADING INFORMATION THAT YOU COMMUNICATE TO COMPANY OR TO ITS SUBCONTRACTOR(S) AND YOU SHALL FULLY INDEMNIFY COMPANY AND ITS DIRECTORS IN THE EVENT OF ANY CLAIM, LOSS OR DAMAGE (INCLUDING REPUTATIONAL) IN RELATION TO A BREACH OF APPLICABLE ANTI-MONEY LAUNDERING REGULATIONS.

7. Representations and Warranties.

In connection with the purchase of AGN Tokens and by sending Contributions to purchase AGN Tokens, you represent and warrant the following:

- (i) You are at least 18 years old or of the age of majority in your country of residence and have full capacity to contract under the applicable law;
- (ii) you are aware of the Terms and have acquired sufficient information about the Agrichaincoin Tokens to reach an informed and knowledgeable decision to acquire the AGN Tokens;
- (iii) you have sufficient understanding of cryptographic tokens, token storage mechanisms (such as token wallets), and blockchain technology to understand these Terms and to appreciate the risks and implications of purchasing the AGN Tokens;
- (iv) you have satisfied yourself as to the full observance of the laws of your jurisdiction in connection with any invitation to purchase the AGN Tokens or any use of the AGN Tokens, including (i) the legal requirements within its jurisdiction for the purchase of the AGN Tokens, (ii) any foreign exchange restrictions applicable to such purchase, and (iii) any governmental or other consents that may need to be obtained;
- (v) your purchase, payment for, and continued ownership of the AGN Tokens will not violate any applicable laws of your jurisdiction;
- (vi) you are not a Restricted Person and you are not a citizen or resident of a Restricted Country or another country whose legislation conflicts with the AGN Token Sale and/or the AGN Project in general;
- (vii) you are not being listed, or associated with any person or entity being listed, on any of the US Department of Commerce's Denied Persons or Entity List, the US Department of Treasury's Specially Designated Nationals or Blocked Persons Lists, the US Department of State's Debarred Parties List, the EU Consolidated List of Persons, Groups and Entities Subject to EU Financial Sanctions or EFCC's Overall List of Sanctioned Individuals, Entities and Organizations;
- (viii) you are not a person who is or has been entrusted with prominent public functions, such as a senior politician, a senior government, judicial, or military official, a senior executive of a state-owned corporation, an important political party, or a close family member or close associate of any such person, and (ii) the monies used to fund the purchase of AGN Tokens are not derived from, invested for the benefit of, or related in any way to, the governments of, or persons within, any country (1) under a UN-, US-, EU-, or AU embargo;
- (ix) you are purchasing the AGN Tokens for your own account and you are not acting on behalf of any third party, including Restricted Persons;
- (x) all information provided within any KYC/AML procedure linked to your Contribution is true and accurate, and you have received all necessary consents or entitlements to provide such information to Company;
- (xi) You do not know or have any reason to suspect that (1) the monies used to fund Your purchase of AGN Tokens have been or will be derived from or related to any illegal activities, including but not limited to, money laundering activities, or (2) the proceeds that you may get from the sale of AGN Tokens will be used to finance any illegal activities;
- (xii) You are not purchasing or using AGN Tokens for any illegal purposes and you will not use the Platform for any illegal activity;

8. Personal Data

We may determine, in our sole discretion, that it is necessary to obtain certain information including personal information about you and the source of the Contributions in order to comply with applicable law or regulation - in particular but not limited to anti-money laundering laws - regarding the AGN Token Sale. Such information may include your name, address, phone, email, wallet address, date of birth, passport number, numbers that you may use or have registered with your local tax authority, source of your Contributions, beneficial owners of your Contributions, and other similar information ("**Personal Information**"). For such purposes, we may also obtain Personal Information about you from third parties such as identity verification services. You agree to provide us such information promptly upon request.

We collect and process Personal Information only to the extent required for the performance of these Terms. We will not disclose your Personal Information to any third parties, except as set forth in these Terms or where such disclosure is permitted by applicable law.

When you visit the Website or create an Account, we collect information sent to us by your computer, mobile phone, or other access device, which may qualify as Personal Information. This information may include your IP address, device information including, but not limited to, identifier, name, and type, operating system, mobile network information and standard web log information, such as your browser type, and the pages you accessed on our website as well as information about transactions. Furthermore, we may place small data files called cookies on your computer or other device. We use such information and these technologies (i) for the efficient handling of the AGN Token Sale and to recognize you as a Purchaser; (ii) customize the Website and our advertising; (iii) measure promotional effectiveness; and (iv) to mitigate risk, help prevent fraud, and promote trust and safety.

We reserve our right to share your information and Personal Information with:

- (i) Company's affiliates;
- (ii) our banking partners (if you link a bank account to your Account) and other service providers;

- (iii) companies that we plan to merge with or be acquired by;
- (iv) third party identification services providers for fraud prevention and to comply with anti-money laundering and know your customer regulations;
- (v) law enforcement, government officials, or other third parties if (i) we are compelled to do so by a governmental order or by law; or (ii) we believe in good faith that the disclosure of Personal Information is necessary to prevent physical harm or financial loss, to report suspected illegal activity or to investigate violations of our terms;
- (vi) other third parties only with your prior consent or direction to do so.

If you would like to be informed about or edit your Personal Information, please contact us at support@agrchaincoin.com.

9. Risks

You understand and agree that the purchase and any other acquisition of AGN Tokens contains significant risks. Therefore, the purchase of AGN Tokens should be undertaken only by Purchasers experienced with cryptographic tokens and blockchain based software with a functional understanding of storage and transmission mechanisms associated with other cryptographic tokens.

Your Contribution for the purchase of AGN Tokens will be non-refundable. Therefore, you are expected and agree to give full considerations to all risk factors, including but not limited to the volatility of cryptocurrency, prices and markets in general, risks of systemic failure, risks of code failure, bugs, hardware failure, loss of data, theft, lost usernames, passwords or private keys, incorrectly executed transactions and/or hacks which can lead to, *inter alia*, the complete loss of the AGN Tokens.

The blockchain technology allows new forms of interaction and it is possible that certain jurisdictions will apply existing regulations on or introduce new regulations addressing blockchain technology based applications which may be contrary to the current setup of the AGN Tokens and which may, *inter alia*, result in substantial modifications or loss of the AGN Tokens.

The field of digital cryptography is very new and for this reason there is a risk of unforeseen attacks on several or all parts of the AGN Token system. In the event of such an attack/hack, you may lose all your AGN Tokens.

The Purchaser understands the inherent risks associated with the blockchain technology and cryptocurrencies, including, but not limited to, those listed in [Annex B](#).

10. Taxation

The Purchaser bears the sole responsibility to determine if his Contribution for the development of the Agrichaincoin Project, the transfer of the Contributions to Company, the purchase, acceptance, ownership or use of AGN Tokens, the potential appreciation or depreciation in the value of AGN Tokens over time (if any), or the allocation of AGN and/or any other action or transaction related to the AGN Project entails tax implications.

By purchasing, holding, or using AGN Token, and to the extent permitted by law, the Purchaser agrees not to hold any third party (including Company and its representatives) liable for any tax liability associated with or arising from the purchase, ownership or use of AGN Tokens or any other action or transaction related to the Agrichaincoin Project.

It is your sole responsibility to comply with all applicable tax laws, including, but not limited do, the reporting and payment of income tax or similar arising in connection with the appreciation and depreciation of AGN Tokens. You bear the sole responsibility to determine such implications and act in accordance with the law that applies to you.

11. Indemnification

TO THE EXTENT PERMITTED PURSUANT TO APPLICABLE LAW, YOU SHALL INDEMNIFY, DEFEND, AND HOLD COMPANY AND/OR ITS RESPECTIVE PAST, PRESENT AND FUTURE EMPLOYEES, OFFICERS, DIRECTORS, CONTRACTORS, CONSULTANTS, VOLUNTEERS, EQUITY HOLDERS, SUPPLIERS, VENDORS, SERVICE PROVIDERS, PARENT COMPANIES, SUBSIDIARIES, AFFILIATES, AGENTS AND REPRESENTATIVES HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES (INCLUDING REPUTATIONAL), LOSSES, SUITS, ACTIONS, DEMANDS, PROCEEDINGS, EXPENSES, AND/OR LIABILITIES (INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEYS' FEES INCURRED AND/OR THOSE NECESSARY TO SUCCESSFULLY ESTABLISH THE RIGHT TO INDEMNIFICATION) FILED/INCURRED BY ANY THIRD PARTY AGAINST COMPANY IN CONNECTION WITH THE PAVO TOKEN ARISING OUT OF A BREACH OF ANY WARRANTY, REPRESENTATION, OR OBLIGATION HEREUNDER.

12. Warranty Disclaimer

THE PURCHASER UNDERSTANDS AND ACCEPTS THAT THERE IS NO WARRANTY WHATSOEVER ON AGN TOKENS, THE PLATFORM, THE WEBSITE AND/OR THE SUCCESS OF THE AGRICHAINCOIN PROJECT, EXPRESSED OR IMPLIED, TO THE EXTENT PERMITTED BY LAW, AND THAT THE AGN TOKENS ARE PURCHASED AT THE SOLE RISK OF THE PURCHASER ON AN "AS IS" AND "UNDER DEVELOPMENT" BASIS AND WITHOUT, TO THE EXTENT PERMITTED BY LAW, ANY WARRANTIES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

13. Limitation of Liability

To the extent permitted by applicable law, the Purchasers assume all responsibility and risk with respect to the purchase of AGN Tokens, their use and their holding.

THE PURCHASERS HEREBY EXPRESSLY AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, COMPANY DOES NOT ACCEPT ANY LIABILITY FOR ANY DAMAGE OR LOSS, INCLUDING LOSS OF BUSINESS, REVENUE, OR PROFITS, OR LOSS OF OR DAMAGE TO DATA, EQUIPMENT, OR SOFTWARE (DIRECT, INDIRECT, PUNITIVE, ACTUAL, CONSEQUENTIAL, INCIDENTAL, SPECIAL, EXEMPLARY, OR OTHERWISE) RESULTING FROM ANY USE OF, OR INABILITY TO USE THE WEBSITE, THE PLATFORM, OR THE PAVO TOKENS, AS WELL AS FROM THE PURCHASING OF AGN TOKENS, REGARDLESS OF THE BASIS UPON WHICH THE LIABILITY IS CLAIMED AND EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.

The limitations set forth in this Section [13](#) will not limit or exclude liability for gross negligence, fraud or intentional, willful or reckless misconduct by Company.

14. Applicable Law and Venue.

These Terms shall be governed and construed in accordance with the substantive laws of Nigeria, to the exclusion of the provisions of the conflict of laws and the United Nations Convention on Contracts for the International Sale of Goods dated 11 April 1980 (CISG), as amended from time to time.

15. Arbitration.

Any dispute, controversy or claim arising out of, or in relation to, these Terms, including the validity, invalidity, breach, or termination thereof, shall be resolved by arbitration in accordance with the Nigeria Rules of International Arbitration.

16. No Class Arbitration, Class Action or Representative Actions.

Any Dispute arising out of or related to these Terms is personal to you and the 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 attempts 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. The dispute shall be decided on the basis of documentary evidence only.

17. Miscellaneous

(a) Entire Agreement. These Terms set forth the entire agreement and understanding of the Parties relating to the subject matter herein and supersede all prior or contemporaneous discussions, understandings and agreements, whether oral or written, between them relating to the subject matter hereof.

(b) Successors and Assigns. Except as otherwise provided in these Terms, these Terms and the rights and obligations of the parties hereunder will be binding upon and inure to the benefit of their respective successors, assigns, heirs, executors, administrators and legal representatives. Company may assign any of its rights and obligations under these Terms. No other party to these Terms may assign, whether voluntarily or by operation of law, any of its rights and obligations under these Terms.

(c) Severability. In the event any provision of these Terms is found to be invalid, illegal, or unenforceable the remaining provisions of these Terms shall nevertheless be binding upon Company and you and be replaced with a substitute provision that best reflects the economic intentions of the replaced provision without being unenforceable. The same shall apply if and to the extent that these Terms are found to contain any gaps or omissions.

(d) No Waiver. The failure of Company to enforce any of the provisions of these Terms or any rights with respect thereto shall in no way be considered as a waiver of such provisions or rights or in any way affect the validity of these Terms.

(e) No Partnership and/or joint venture. By transferring funds to Company, no form of partnership or joint venture or any similar relationship between the Purchasers and Company and/or the setting up of the AGN Project is created. Purchasing of AGN Tokens by the Purchaser in no way creates any exclusive relationship between the Purchaser and Company, nor any partnership, joint venture, employment, or agency.

(f) Contact

Agrichaincoin a subsidiary of Global Blockchain Innovative Technologies Limited, City Centre Plaza, Gimbiya Street, Area 11, Garki, Abuja, Nigeria, support@agrchaincoin.com.

Annex A: Description of Company

Overview of Company and Affiliates

The Company is a blockchain and cryptocurrency development company incorporated in Abuja, Nigeria that aims at the promotion and development of new technologies and applications, especially in the areas of Agriculture, Big Data, Artificial Intelligence, data-driven business models and decentralized software architectures; complete description of purpose in accordance with the statutes

Annex B: Risk Disclosures

- **Risks associated with the blockchain:** The Platform and the underlying software application is still in an early development stage and unproven. The Purchaser understands and accepts that there is no warranty that the Platform and/or the Ethereum blockchain will be uninterrupted or error-free and acknowledges that there is an inherent risk that the software could contain weaknesses, vulnerabilities or bugs causing, *inter alia*, the complete loss of (financial) support of the AGN Project. The Purchaser understands and accepts that the Platform and/or underlying protocols and/ or any other software involved may either delay and/or not execute a Contribution due to the overall Contribution volume, mining attacks and/or similar events.
- **Regulatory risks:** It is possible that certain jurisdictions will apply existing regulations on, or introduce new regulations addressing, blockchain technology based applications, which may be contrary to the current setup of the AGN Project and which may, *inter alia*, result in substantial modifications of the Platform and/or the AGN Project, including its termination and the loss of AGN Tokens for the Purchasers.
- **Risk associated with market and technological developments:** The financial technology and cryptocurrency industries in which Company competes have grown rapidly over the past few years and continue to evolve in response to new technological advances, changing business models, shifting regulations and other factors. Because of this constantly changing environment, Company may face operational difficulties in adjusting to the changes, and the sustainability of Company will depend on its ability to manage its operations, ensure that it hires qualified and competent employees, and provides proper training for its personnel. As its business evolves, Company must also expand and adapt its operational infrastructure. Company's business will in part rely on its blockchain-based software systems, cryptocurrency wallets or other related token storage mechanisms, Blockchain technology and smart contract technology. These systems, tools, and skill sets represent complex, costly, and rapidly changing technical infrastructure. To demonstrate continued ability to effectively manage technical support infrastructure for the Platform, Company will need to continue to upgrade and improve its data systems and other operational systems, procedures, and controls. These upgrades and improvements will require a dedication of resources and are likely to be complex and increasingly rely on hosted computer services from third parties that Company does not or will not control. If the Company is unable to adapt its systems and organization in a timely, efficient, and cost-effective manner to accommodate changing circumstances, its business, financial condition and/or results of operations may be adversely affected.
- **Risks associated with the function of the AGN Platform:** The purpose or functionality of the Platform or Company's business model as currently designed or devised in the future may be - or may become in the future - fully or partially illegal in certain jurisdictions or be subject to operational licensing requirements, e.g. a license in foreign trade of controlled substances under Nigeria law, potentially resulting in a complete dismantlement of operations and ensuing loss of use and value of the AGN Tokens.
- **Risks associated with cannabis legislation in particular:** Certain activities involving cannabis remain illegal under US federal laws. Such activities include but are not limited to: distribution of cannabis to minors, transporting cannabis from states where it is legal to other states, drugged driving and other adverse public health consequences, growing cannabis on public lands, cannabis possession or use on federal property, and other criminal activity or violence associated with the sale of cannabis. To the extent Company may not prevent certain of its users from using AGN Tokens in violation of US federal law, it may subject Company to civil and/or criminal liability and the utility, liquidity, and/or trading price of AGN Tokens will be adversely affected, or AGN tokens may cease to be traded.
- **Risks associated with abandonment / lack of success:** The creation of the AGN Tokens and the development of the AGN Project may be abandoned for a number of reasons, including lack of interest from the public, lack of funding, lack of commercial success or prospects (e.g. caused by competing projects). The Purchaser therefore understands that there is no assurance that, even

if the AGN Project is partially or fully developed and launched, the Purchaser will receive any benefits through the AGN Tokens held by him.

- **Risks associated with lack of banking:** Companies engaged in cryptocurrencies and blockchain-enabled technologies experience difficulties in obtaining bank accounts. Lack of banking support may result in Company being unable to properly finance its business development and operations and/or pay its suppliers and employees. Such difficulties may have a detrimental effect to Company's business success or considerably slow-down potential growth.
- **Risks associated with a loss of private key:** the Purchaser understands and accepts that AGN Tokens can only be accessed by using a wallet with a combination of Purchaser's account information (address) and private key or password. The Purchaser understands and accepts that if his private key or password gets lost or stolen, the AGN Tokens associated with the Purchaser's account (address) will be unrecoverable and will be permanently lost.
- **Risks associated with your wallet:** the Purchaser understands and accepts that Company is in no way responsible of the wallet on which the AGN Tokens are transferred. You understand and agree that you are solely responsible for the access and security of your wallet, for any security breach of your wallet and/ with any loss of AGN Tokens resulting from your wallet service provider, including any termination of the service by the wallet provider and/or bankruptcy of the wallet provider. The Purchaser understands and accepts that the wallet or wallet service provider used for the Contributions, has to be technically compatible with the AGN Tokens. The failure to assure this may have the result that Purchaser will not gain access to his AGN Token.
- **Risks associated with theft/hacks:** The Purchaser understands and accepts that the smart contracts, the Website, the Platform, the underlying software application and software platform (i.e. the Ethereum blockchain) may be exposed to attacks by hackers or other individuals that could result in theft or loss of AGN Tokens, other (financial) support of the AGN Project, impacting the ability to develop the AGN Project. If the third parties whom Company relies on are subject to a security breach or otherwise suffer disruptions that impact the services the Company uses, the integrity and availability of its internal information could be compromised, which may consequently cause the loss of confidential or proprietary information and/or economic loss.
- **Risks associated with Ethereum mining attacks:** the Purchaser understands and accepts that, as with other cryptocurrencies, the blockchain used for the Platform is susceptible to mining attacks, including but not limited to double-spend attacks, majority mining power attacks, "selfish-mining" attacks, and race condition attacks. Any successful attacks present a risk to the smart contracts, expected proper execution and sequencing of transactions, and expected proper execution and sequencing of contract computations.
- **Risks associated with depreciation:** the Purchaser understands and accepts that with regard to AGN Tokens no market liquidity may be guaranteed and that the value of AGN Tokens over time may experience extreme volatility or depreciate in full.
- **Risks associated with forking:** the Purchaser understands and accepts that a group of people may take our software and modify it to accept a different set of tokens, or no tokens at all ("Fork"). The creation of a Fork could devalue substantially the AGN Token.
- **Risks associated with AGN Token liquidity:** Contributor understands that with regard to the AGN Tokens no market liquidity may be guaranteed, and that the value (if any) of the AGN Tokens over time may experience extreme volatility or depreciate resulting in loss that will be borne exclusively by the Contributor.