

AVAGO (AVA) TOKENS SALE AGREEMENT

Last updated: 25.05.2018

AVA TOKENS SALE AGREEMENT

1. This Token Sale agreement ('Agreement') forms a legally binding contract between You and the AVAGO. LTD. (registered office address: 176 JOO CHIAT ROAD #02-02) that is a company incorporated in Singapore (the "Company" or "AVAGO") and sets forth general rules and procedure of AVAGO (AVA) Tokens Sale by the AVAGO and their purchase by the Purchaser. This Agreement is inalienable part of AVAGO General Terms & Conditions of AVA Tokens Sale that the Purchaser shall carefully read, understand and irrevocably accept. In terms not regulated by this Agreement (including but not limited to intellectual property rights, dispute resolution etc.), the AVAGO General Terms & Conditions of AVA Tokens Sale shall apply to the relationships that arise hereunder.

2. THIS AGREEMENT CERTIFIES THAT You (hereinafter the "Purchaser" or "You") by clicking the button "I agree" on the Website and payment of ETH equal to 0,1 USD for one AVA Token according to the cost of ETH to the date of purchase (the "Purchase Amount") for each AVA Token on the on unique cryptocurrencies wallets' address, specified on the official Website of AVAGO, on the specific smart-contract address published on the official Website of AVAGO (if the payment is made via ETH and during the Token Sale period (the "Payment Date" or "Payment period"), AVAGO. LTD.(the "Company" or "AVAGO"), company shall be entitled to take delivery of certain digital cryptographic token (the "AVAGO Token") upon the occurrence of the Company's Token Sale, subject to AVAGO General Terms & Conditions of AVA Token Sale and the provisions set forth below.

3. The definitions set forth herein and mentioned with capital letter shall have the meaning as described in AVAGO General Terms & Conditions of AVA Token Sale.

4. AVA Token Sale period is the period of time from 26.06.2018 to 26.07.2018 (Pre-Sale), and from 26.07.2018 to 26.09.2018 (Public-ICO) during which the Company shall deliver to the Purchaser a number of AVA Tokens equal to the Purchase Amount paid to the Company by Purchasers in the Token Sale (according to the procedures referenced in AVAGO General Terms & Conditions of AVAGO (AVA) Tokens Sale and this Agreement).

5. AVA Tokens are available for purchase to Purchasers who are eligible to enter to this agreement according to the clause 5 of AVAGO General Terms & Conditions of AVA Tokens Sale (Purchasers) and clause 25 of this Agreement only during a limited AVA Tokens Sale period of time that is defined in the Appendix A of AVAGO General Terms & Conditions of AVA Tokens Sale and clause 4 of this Agreement.

6. AVAGO's publication on the Website of an offer to sell AVA Tokens to a number of Purchasers (potential AVAGO Token purchasers) is considered a legally binding offer of the AVAGO to sell AVA Tokens (hereinafter referred to as the "Offer").

7. The Offer shall be available only at the Website via specific form. Any other offers concerning AVA Tokens Sale presented on any other websites or internet resources shall be considered null and void and shall not put any obligations upon the AVAGO.

8. The number of AVA Tokens offered for sale by the AVAGO is limited. Such number of AVA Tokens to be sold and available for purchase is defined in the Appendix A of the AVAGO General Terms & Conditions of AVA Tokens Sale.

9. Legally binding acceptance of the Offer shall be conducted by a Purchaser by clicking the button "I agree" on the Website in the specific field and sending the Purchase Amount of ETH on the unique cryptocurrencies wallets' address or on the specific smart-contract address, published on the Website. By this action the respective Purchaser, agree that he fully read, understood and irrevocably accepted this AVA Token Sale agreement. From this moment the Offer shall be considered formally accepted by the respective Purchaser.

10. Offer Acceptance shall be deemed irrevocable.

11. The price of one AVA Token is set forth in the amount of ETH equal to 0.20 USD according to the cost of ETH to the date of purchase. Minimum investment amount is equivalent of 10 USD. The payment for AVA Tokens can be conducted by Purchasers only in Ethereum (ETH). AVAGO does not accept fiat currency as payment for AVA Tokens. Technically the payment of AVA Tokens shall be conducted via Ethereum Smart Contract specified on the Website if payment is made via ETH.

12. To purchase AVA Tokens the Purchaser shall only send cryptocurrency funds from his/her personal wallet (hardware wallet) in the amount which is equivalent to the amount of the AVA Tokens the Purchaser is willing to receive for such payment. It is prohibited to send cryptocurrency funds to purchase AVA Tokens from any cryptocurrency exchanges.

13. Purchaser is not entitled to send any funds to purchase AVA Tokens until AVA Tokens Sale period has officially begun. Purchaser is not entitled to send any funds to purchase AVA Tokens upon ending of the respective AVA Tokens Sale.

14. If Payment for The AVA Tokens is made with ETH, Tokens shall be sent to the Purchaser's personal respective cryptocurrency wallet immediately. If Payment for The AVA Tokens is made with any other cryptocurrency, with respect to General Terms & Conditions of AVA Tokens Sale, tokens shall be sent to the Purchaser's personal respective cryptocurrency wallet automatically, after Token Sale is finished, but not later than till 26.09.2018.

15. To the extent allowable pursuant to Applicable Law, the purchase of the AVA Tokens by the Purchaser from the AVAGO is final, and, thus, there are no refunds and/or cancellations.
16. Ownership rights for AVA Tokens shall be transferred from the AVAGO to the respective Purchaser upon completion of payment procedure by the Purchaser.
17. You expressly agree that the AVA Tokens are not securities, are not registered with any government entity as the securities, shall not be considered as such, are not intended to be commodity or any other kind of financial instrument, do not represent any share, stake or security or equivalent rights, including, but not limited to, any right to receive future revenue shares and intellectual property rights.
18. By purchase of AVA Tokens hereunder the Purchaser represents and warrants that his/her funds in no way came from illegal or unethical sources, that the Purchaser is not using any proceeds of criminal or illegal activity, and that no transaction involving AVA Tokens are being used to facilitate any criminal or illegal activity.
19. The Purchaser is obliged to provide valid proves concerning legality of his/her proceeds used to purchase AVA Tokens upon AVAGO's request or request of bank institutions or government authorities.
20. By accepting this Agreement and by purchase of the AVA Tokens, the Purchaser represents/warrants and accepts that there are certain risks associated with purchase of Q Tokens, holding AVA Tokens, and using AVA Tokens described in Appendix B of AVAGO General Terms & Conditions of AVA Tokens Sale.
21. UNITED STATES OF AMERICA (hereinafter referred to as the – "US"), SINGAPORE, SOUTH KOREA WARNING NOTE: US, Singapore, South Korea residents are not eligible and not allowed to participate in the AVA Tokens Sale due to various taxation and regulatory issues. You are only allowed to use the Website and purchase AVA Tokens if You are neither a US, Singapore, South Korea permanent/temporary resident of the mentioned states, nor You have a primary residence or domicile in the US (including Puerto Rico, the US Virgin Islands, and any other possessions of the US), Singapore or South Korea. In order to buy AVA Tokens and by buying them You covenant, represent, and warrant that none of the owners of the company, of which You are an authorized officer are US, Singapore or South Korea citizen or permanent resident, nor You have a primary residence or domicile in the United States (including Puerto Rico, the US Virgin Islands, and any other possessions of the US) or US, Singapore or South Korea. Should this change at any time, You shall immediately notify us. You also represent and warrant that You are not a citizen or resident of a geographic area in which access to or use of the cryptocurrency or Tokens, or where participation in ICO is prohibited by applicable law, decree, regulation, treaty, or administrative act. We shall reserve the right to refuse selling AVA Tokens to anyone who does not meet the criteria set forth above.

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

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

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

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

23. AVA Tokens are to be provided on an "as is" and "as available" basis and without any warranties of any kind, either expressed or implied. The Purchaser assume all responsibility and risk with respect to buying of any amount of the AVA Tokens and their use. The Purchaser hereby expressly agrees that, to the maximum extent permitted by the Applicable Law, the AVAGO does not accept any liability for any damage or loss, including loss of business, revenue, or profits, or loss of or damage to data, equipment, or software (direct, indirect, punitive, actual, consequential, incidental, special, exemplary or otherwise), resulting from any use of, or inability to use the Website or the material, information, software, facilities, services or content on the Website, as well as from purchasing of the AVA Tokens, regardless of the basis, upon which the liability is claimed and even if the AVAGO has been advised of the possibility of such loss or damage. The Purchaser understands and agrees that the AVAGO shall not be held liable to and shall not accept any liability, obligation or responsibility whatsoever for any change of the value of the AVA Tokens. The Purchaser understands and expressly agrees that the AVAGO shall not guarantee in any way that the AVA Tokens might be sold or transferred during or after the AVAGO Token Sale. If Applicable Law does not allow all or any part of the above limitation of liability to apply to the Purchaser, the limitations will apply to the Purchaser only to the extent permitted by the Applicable Law. The Purchaser understands and agrees that it is his/her obligation to ensure compliance with any legislation relevant to his/her country of domicile concerning purchasing of the AVA Tokens. Purchasing of the AVA Tokens by the Purchaser in no way creates any exclusive relationship between the Purchaser and the AVAGO, nor any partnership, joint venture, employment or agency.