

TOKEN OFFER AGREEMENT

THIS DOCUMENT IS NOT A SOLICITATION FOR INVESTMENT AND DOES NOT CONSTITUTE AN OFFER OF DIGITAL CURRENCY, COMMODITY, SECURITY, FINANCIAL INSTRUMENT OR ANY OTHER FORM OF INVESTMENT, SECURITIES TO THE PUBLIC OR A COLLECTIVE INVESTMENT SCHEME, NOR DOES IT REQUIRE REGISTRATION OR APPROVAL FROM A REGULATORY AUTHORITY IN ANY JURISDICTION.

This Agreement is part of a public reward-based fundraising event and no financial instruments are issued to the Participant.

Champion Coin Tokens are not securities and do not carry with them any rights as may be commonly associated with securities and this Agreement, its Annexes or any other documents which are an integral part of the Agreement do not constitute an offer of securities to the public by Ledger IO CO Ltd in terms of Article 2 paragraph (3) of the Companies Act.

By clicking on the Website, the Participant accepts the conditions of this Agreement and any other applicable Documents.

THIS TOKEN OFFER AGREEMENT (the “**Agreement**”) is made as of the 29 day of October 2018,

BETWEEN

Ledger IO CO Ltd, a company incorporated and registered in Malta, with registration number C 89091 having its registered office at Ground Floor, Palace Court, Church Street, St Julians STJ3049, Malta (hereinafter referred to as the “**Company**”)

AND

Any person (natural or juridical), who intends to participate in and contribute towards, this reward-based fundraising and become a Participant (hereinafter referred to as the “**Participant**”)

(Hereinafter singly referred to as the ‘**Party**’ and collectively referred to as the ‘**Parties**’)

PREAMBLE

WHEREAS, the Company intends to accept contributions through a Token Offer, in exchange for an allocation of Tokens up to an amount not exceeding the Maximum Token Amount, and during the Token Offer Period;

WHEREAS, the amount raised will be used to fund the Company’s development of the Champion Shave Platform;

WHEREAS information and details of the Token and the Project are outlined in the Light Paper, a copy of which is available on the Website;

WHEREAS the Company declares that, having taken all reasonable care to ensure that such is the case, the information contained in this Agreement, the Light Paper and on the Website, to the best of its knowledge, is in accordance with the facts and contains no omission likely to affect a Participant’s decision to participate in the Token Offer or otherwise;

WHEREAS the Token Offer applies only to Participants who confirm that they are not Prohibited Participants as also verified by the Company;

WHEREAS the Company intends only to accept contributions in ETH, BTC, LTC and/or BCH for the Tokens, and/or any other or additional payment methods or currencies as the Company may in its sole discretion decide to accept;

WHEREAS, the Company and the Participant desire to enter into a relationship in which the Participant shall contribute towards the Project, and the Company shall allocate the Tokens to be used on the Platform;

WHEREAS, Tokens are linked to the use of the Platform and the Project and are not designed or

disingenuously devised to acquire shares or securities or equivalent rights, intellectual property rights or any other form of participation relating to the Company or money, or any expectation of profits.

NOW, THEREFORE, in consideration of the mutual agreements herein contained, and intending to be legally bound, the parties agree as follows:

1. Definitions and Interpretation

Act	The Virtual Financial Asset Act 2018;
Bonus	this means an additional bonus allocated in Tokens applicable on the allocation of Tokens further to contributions made by Participants during the Token Offer as detailed further in Section 2.10;
BTC	this refers to Bitcoin, a decentralised digital cryptocurrency;
Company	Ledger IO CO Ltd, a company existing under the Laws of Malta with company registration no. C 89091 and having its registered office at Ground Floor, Palace Court, Church Street, St Julians STJ 3049, Malta;
Documents	includes the Token Offer Agreement, the Terms, the Privacy Policy, the Light Paper and the Website and any other information relating to the Project and the use of Tokens as may be announced by the Company;
Dissolution Event	an event whereby it becomes necessary, recommendable or less disadvantageous for the Company to dissolve or liquidate;
Exchange Rate	means the volume-weighted average daily price of ETH/ BTC/ LTC/ BCH on Cryptocurrency Market Capitalization's website at https://coinmarketcap.com/ at 12.00 p.m. CET on the subsequent day of receipt of the Participation Amount;
ETH	this refers to Ethereum, a decentralised digital cryptocurrency;
EUR, euro	the currency of those Member States of the European Union that participate in the European Monetary Union;
Hard Cap	the aggregate maximum contribution that may be accepted by the Company from any number of Participants and which amount shall not exceed one hundred and five million dollars (USD \$105,000,000) or equivalent in any ratio of BTC/ LTC/ BCH and/or ETH, (subject to Exchange rate) as a consequence of which Tokens shall be allocated to the Participant/s from within the Total Token Supply;
KYC	this means Know Your Client, a due diligence process;

Maximum Token Amount	the total amount of Tokens available for allocation during the Token Offer and totaling an amount not exceeding thirteen billion eight hundred and fifty million Tokens;
Minimum Contribution	the minimum contribution from any one Participant set at ten dollars (USD \$10) (or equivalent) during the Token Offer, whereby a contribution less than that may at the Company's discretion not be accepted;
Participant	refers to any person (natural or juridical), who intends to participate in the Token Offer and acquire and hold the Token and become a Participant under this Token Offer Agreement;
Participation Amount	the amount in BTC, LTC, BCH and/or ETH contributed by a Participant and/or any other or additional payment methods or currencies as the Company may in its sole discretion decide to accept;
Platform	a decentralized platform named "Champion Shave" that the Company is developing and owns, operating the basis of blockchain technology and smart contracts for the purpose of the Project;
PMLFTR	the Prevention of Money Laundering and Funding of Terrorism Regulations (Subsidiary Legislation 373.01);
Price	a monetary value set by the Company at point zero one dollars (USD \$0.01) Tokens used as a reference in order to determine the amount of Tokens to be allocated to a Participant further to the Participation Amount;
Prohibited Participant	(i) a natural person wishing to become a Participant and being a citizen, national, resident or having a similar connecting factor to; or (ii) a juridical person wishing to become a Participant and being incorporated, registered or effectively managed and controlled from or in: (a) a country, jurisdiction or territory where the Token Offer or the holding and use, of Tokens and/or virtual currencies or other tokens at any other moment in time is prohibited by laws, regulations or other practices and policies in the said country, jurisdiction or territory, which is taken to include, but is not limited to U.S.A., China, Singapore or any other jurisdictions where the aforementioned are prohibited or in (b) countries, regimes and organisations which are subject to international sanctions issued by the United Nations Security Council, European Union or by the United States of America as updated from time to time and which shall include persons, groups and entities subject to such sanctions. This shall include any person representing or acting on behalf of such Prohibited Participant/s in any manner or capacity whether openly or covertly;

Project the Project being the reason behind the Token Offer with the aim of developing the Platform with the purpose of hosting a men's grooming e-commerce franchising system, together with a loyalty programme and to effectively host the supply chain of the products produced by the Company;

Soft Cap the aggregate contribution that is required by the Company from any number of Participants and which amount shall not be less than three million dollars (USD \$3,000,000) or equivalent in any ratio of BTC, LTC, BCH and/or ETH, (subject to Exchange rate) as a consequence of which the Company shall allocate Tokens to the Participant/s from within the Total Token Supply;

Terms the Terms of Token Offer as may be amended from time to time, which shall govern the purchase and use of Tokens;

Token (s) a utility cryptographic decentralized token named "Champion Coin" based on the Ethereum Platform (ERC20 token) intended primarily for the use of, access or participation to the Platform as outlined in the Light Paper, the Website and other Documents as may be announced by the Company;

Token Offer the offer made by the Company, to a reward-based fundraising event, to accept contributions towards the Project, which contributions will be rewarded with an allocation of a determinate amount of Tokens, in the Token Offer, to Participants according to the terms of this Agreement. The Token Offer shall include the following Phases:

Pre-ICO	30 th October - TBD
ICO	TBD

Token Offer Period the period which starts on the 29th of October 2018 and continues until the date and time set to be announced on the website or the moment when the Hard Cap has been reached, whichever the earlier;

Total Token Supply the total amount of Token supplied shall be twenty-one billion three hundred and seven million six hundred and ninety-two thousand three hundred and eight (21,307,692,308);

USD, UD dollar the currency of the United States of America;

VFA Agent a person registered and duly authorized with the competent authority under the Act

Wallet	A private key, or a combination of private keys linked to an Ethereum-based digital wallet having a unique address and capable of accepting ERC20 tokens including Token and which is necessary to acquire, hold and dispose of Token;
Website	the website linked to the domain https://www.championshave.io/ and all subdomains of such website or any other website as indicated by the Company from time to time;
Light Paper	the indicative document prepared and issued by the Company, to explain and give a description of the Project, the Platform and Token, and the team, goals and requirements for the issue and the use of Token.

The reference to the terms “country”, “jurisdiction” and “territory” may be used interchangeably within this Agreement and shall have the same meaning and shall also be taken to include any determinate geographic location to the extent applicable in this Agreement.

The reference to the term “holding” used with respect to the holding of the Token shall be construed to include holding in any manner including but not limited to ‘ownership’ and ‘possession’, whether in the Participant’s own name or on behalf of others.

The term “use” with respect to the use of Token shall be construed to include ‘trade’, ‘barter’, ‘exchange’ or ‘utilising’ of Token in any other manner, whether in the Participant’s own name or on behalf of others.

The term “*Wallet*” shall be construed to include ‘digital vault’ or other storage mechanism and these terms may be used interchangeably within this Agreement.

The terms “you”, “your”, “he”, “contributor” and “participant” may be used interchangeably within this Agreement and shall have the same meaning as the definition of Participant above.

The terms “we”, “us”, “our” and “company” may be used interchangeably within this Agreement and shall have the same meaning as the definition of Company above.

The headings in this Agreement are inserted for convenience only and shall not affect its construction.

Where the context so requires, the use of the masculine gender shall include the feminine and/or neuter genders and the singular shall include the plural, and vice versa.

2. Participation Amount and Participation Process

2.1. The Participation process detailed on the Website will involve the Company accepting contributions from a Participant during the Token Offer. The Company shall not be obliged to accept contributions which are less than the Minimum Contribution and shall also not be obliged to accept contributions from Participants who do not provide the documents mentioned in Annex II and the Representations in Clause 7 and Annex III.

2.2. Acceptance of this Agreement, the Terms and any other documents made available via the Website together with the submission of relevant accepted KYC documents and the contribution made by the Participant shall be legally binding on the Participant. Therefore, to the extent that the Company refuses

to accept the Contribution as outlined in this Agreement or to the extent that the Soft Cap has not been reached, the contribution shall be non-refundable.

2.3. Without prejudice to the preceding clause, in the event that the Soft Cap is not reached the Company will refund an amount equal to the Participation Amount less any applicable transaction fees that may be incurred, and payable to the Participant immediately after the end date of the Token Offer Period.

2.4. The Company intends only to accept contributions in ETH, BTC, LTC and/or BCH for the Tokens, and/or any other or additional payment methods or currencies as the Company may in its sole discretion decide to accept, for the Tokens. The Company reserves the right to accept other or additional payment methods and currencies.

Transfer of Tokens

2.5. Tokens are issued at the sole discretion of the Company on submission of the requisite Participation Amount, and satisfaction of the following cumulative conditions:

- (a) the Participant has accepted via the Website, the terms of this Agreement, its Annexes and any other documents forming part of the Documents;
- (b) the Participant has transferred the contribution which the Company has confirmed receipt of;
- (c) the contribution satisfies the Minimum Contribution, during the Token Offer, unless otherwise accepted by the Company;
- (d) the Participant has submitted the relevant KYC documentation as per Annex II which have been accepted;
- (e) the Company has no reason to believe that the Representations made in Annex III are incorrect or false;
- (f) in the case of a contribution made in ETH/ BTC or other cryptocurrency (if applicable), the Company has obtained a Wallet capable of receiving ETH/BTC or other cryptocurrency (if applicable);
- (g) the Company has carried out the Conversion of Contribution to Token Formula, as outlined below.

2.6. After all the above cumulative conditions are fulfilled, the transfer of Tokens shall be made to the designated Wallet, within a reasonable time after the Token Offer Period ends;

2.7. The Tokens shall not be transferable until the Token Offer Period ends and all Maximum Token Amount have been allocated and distributed.

Conversion of Contribution to Token Formula

2.8. Further to a contribution made, in order to determine the number of Tokens allocated to a Participant, reference shall be made to:

- (a) the mode of contribution and the Exchange Rate;
- (b) the Participation Amount, keeping in mind the Minimum Contribution amount and the Hard Cap;
- (c) the Price per Token;
- (d) the Bonus, if applicable; and
- (e) the balance of remaining Tokens within the Maximum Token Amount at moment of receipt of the contribution.

2.9. The foregoing conversion into Tokens shall be the full and final discharge of Tokens further to the Participation Amount. The Participant undertakes to acknowledge all agreements and/or contribution,

related to the Token Offer, which are acknowledged or executed by the Participants in the Token Offer or otherwise under which the Tokens are allocated by the Company, as requested by the Company. To the extent the Company and/or its shareholders may form a separate entity for the purpose of consummating the Token Offer, potentially contemplated by the Company, then, in lieu of the distribution of Tokens by the Company, as set forth above, the Participant shall be distributed the same number of Tokens by any such other entity.

Bonus

2.10. The Participant shall be entitled to Bonus as follows:

	Date	Tokens	Bonus Tokens	Total Tokens	Bonus
Pre ICO	Round 1	100,000,000	80,000,000	180,000,000	80%
	Round 2	100,000,000	75,000,000	175,000,000	75%
	Round 3	100,000,000	70,000,000	170,000,000	70%
	Round 4	100,000,000	65,000,000	165,000,000	65%
	Round 5	100,000,000	60,000,000	160,000,000	60%
ICO	Round 1	3,500,000,000	1,400,000,000	4,900,000,000	40%
	Round 2	3,000,000,000	900,000,000	3,900,000,000	30%
	Round 3	2,000,000,000	500,000,000	2,500,000,000	25%
	Round 4	1,000,000,000	200,000,000	1,200,000,000	20%
	Round 5	500,000,000	-	500,000,000	0%

3. Participation Principles

3.1. The Participant is not eligible to acquire any Tokens if the Participant is a Prohibited Participant as defined above. Tokens are not available to any Prohibited Participant and the Company retains the right to refuse to transfer the Tokens to any Prohibited Participant.

3.2. The Participant understands and agrees that it is his obligation to ensure compliance with any legislation relevant to his country of domicile concerning the acquisition of Tokens. The Participant also represents and warrants that to the extent that he is not a Prohibited Participant, it is solely up to him to inform himself and ensure that no prior or subsequent approval, notification, registration or licence is needed or if such is needed it is solely up to him to obtain such prior or subsequent approval, notification, registration or licence.

3.3. All Tokens allocated from the Company are final, and there are no refunds or cancellations except as may be required by applicable law, decree, regulation, treaty, or administrative act and/or as set forth in Clause 4 of this Agreement. The Company reserves the right to refuse or cancel the acquisition of Tokens at any time in its sole discretion.

3.4. The Participant confirms his understanding that Tokens are not securities and do not carry with them any rights as may be commonly associated with securities. In particular, Tokens do not grant any rights with respect to corporate decision-making. Also, Tokens do not grant a right to dividends, votes or proceeds upon liquidation or any other right to payment from the Company. Tokens are intended solely to be used on the Platform. Rights of the Participant in this Token Offer are limited to statutory and contractual rights according to Maltese Law.

3.5. The Participant confirms his understanding that the Company retains all right, title and interest in all of its intellectual property, including inventions, discoveries, processes, marks, methods, compositions, formulae, techniques, information, source code, brand names, graphics, user interface design, text, logos, images, information and data pertaining to the Website, the Project and Token whether or not patentable, copyrightable or protectable in trade mark, and any trademarks, copyrights or patents based thereon. A Participant may not use any of the Company's intellectual property for any reason, except with the Company's express, prior, written consent.

3.6. Acquiring Tokens by the Participant in no way creates any exclusive relationship between the Participant and the Company, nor any partnership, joint venture, employment or agency.

3.7. The Participant confirms his understanding that the Company shall issue Tokens once the Token Offer is closed - and only if the documentation requested in Annex II and other verifications have been passed and approved by the Company at its sole discretion.

4. Dissolution Event

4.1 In the case of a Dissolution Event at any moment during the Token Offer, the Company will refund an amount equal to the Participation Amount, subject to clause 4.2. and payable to the Participant immediately prior to, or concurrent with, the consummation of the Dissolution Event, subject to rights and privileges of creditors under the Civil Code (Cap. 16 of the Laws of Malta).

4.2. If immediately prior to the consummation of the Dissolution Event, the assets of the Company that remain legally available for distribution to the Participant, as determined in good faith by the Company's board of directors, are insufficient to permit the payment to all Participants of their respective Participation Amounts, then the remaining assets of the Company legally available for distribution, following all distributions to the shareholders and creditors, will be distributed with equal priority and pro rata among the Participants in proportion to their Participation Amounts. Any distributed amounts may be made in ETH or BTC or any other legal tender held by the Company as the case may be.

5. Termination

5.1. This Agreement will expire and terminate upon the earlier of (i) the allocation of Tokens to the Participant pursuant to Clause 2 or refund of amount of contribution to Participant as the case may be; or (ii) the payment, or setting aside for payment, of amounts due to the Participant pursuant to Clause 4.

5.2. All provisions of the Documents which by their nature should survive termination, shall survive termination, including but not limited to, disclaimers or limitations of obligations or liability and indemnity.

6. Representations and Warranties of the Company

6.1. The Company hereby represents and warrants to the Participant that:

- a. the Company is a company duly organized and validly existing under the laws of the jurisdiction of its incorporation, and has the power to own and lease its properties and to carry on its business as now being conducted and as presently proposed to be conducted;

- b. the Company has legal right and full power and authority to enter into, execute, deliver and perform its obligations under the Agreement;
- c. the execution and performance of this Agreement by the Company has been duly authorized by all necessary actions of the Company, and this Agreement has been duly executed and delivered by the Company;
- d. The execution and performance of the Agreement does not and will not breach any agreement or obligation by which it is bound, nor will it violate or infringe any applicable law or tax regulations;
- e. The Agreement, once executed, will constitute legal, valid, binding and enforceable obligations towards the Parties;
- f. The Company will fulfill its obligations under the Act, once operative, and within the applicable transitory period, as stated under article 62 of the Act. This will include the appointment of a VFA Agent and becoming fully compliant under the aforementioned Act;
- g. The Company will provide all required information and fulfill its obligations so that the VFA Agent can submit the certificate of compliance on an annual basis.

7. Representations and Warranties of the Participant

7.1. The Participant hereby represents and warrants to the Company that:

- a. The Participant is an individual or a legal entity duly organized and validly existing under the laws of the jurisdiction of its incorporation;
- b. The Participant has legal right and full power and authority to enter into, execute, deliver and perform its obligations under the Agreement;
- c. The execution and performance of this Agreement by the Participant, where a legal entity, have been duly authorized by all necessary actions of the Participant, and this Agreement has been duly executed and delivered by the Participant;
- d. The execution and performance of the Agreement does not and will not breach any agreement or obligation by which it is bound, nor will it violate or infringe any applicable law or tax regulations;
- e. The Participation Amount is provided on the Participant's own account, not as a nominee or agent, and not with a view to assigning any part thereof, and the Participant has no present intention of selling, granting any participation in, or otherwise distributing any interest the Participant has undertaken with respect to the Participation Amount or otherwise in connection with this Agreement;
- f. The Participant does not have any contract, undertaking, agreement or arrangement with any person to sell, transfer or grant participations to such person or to any third person, with respect to this Agreement and/or the Participation Amount;
- g. The Participant is a Participant in a Project in its development stage and acknowledges that it is able to fend for itself, can bear the economic risk of its acquisition of Token, and has such knowledge and experience in financial or business matters and that it is capable of evaluating

the merits and risks of this Agreement;

- h. The Participant has such knowledge, experience and sophistication in financial, tax, business and technology matters as to enable the Participant to evaluate the legal, economic and other merits and risks associated with this Agreement and the transactions contemplated thereby, including, but not limited to, subscribing for Token, and to make an informed decision with respect thereto. Without prejudice to the foregoing, the Participant hereby represents and warrants to the Company that he has carefully reviewed and understands and accepts the various risks of entering into this Agreement, including the Participant's possible participation in the Token Offer and the risks associated with subscribing for Token. The Participant hereby consents and agrees to bear such risks;
- i. The Participant hereby warrants, that he is responsible for determining what taxes shall be due including, for example, Token Offer, use, value added, and similar taxes. Any amount that the Participant pays for Tokens are exclusive of all applicable taxes. It is also the Participant's responsibility to withhold, collect, report and remit the relevant taxes to the appropriate tax authorities. The Company is not responsible for withholding, collecting, reporting, or remitting any Token Offer, use, value added, or similar tax arising from the purchasing of Tokens;
- j. The Participant understands and agrees, that the Tokens have no rights, uses or attributes, purposes, functionalities or features, express or implied, except those that are provided by the Platform and as explained in the Documents;
- k. The Participant furthermore warrants to the Representations made in Annex III.

8. Taxes & Indemnity

8.1. The Participant shall be responsible to pay all applicable taxes and duties, if any, that may arise in connection with its acquisition of Tokens. The Participant will defend, indemnify and hold harmless the Company, its directors, officers, members, employees, agents, attorneys, representatives, affiliates and associates from any claims, damages, losses, liabilities, penalties, fines, costs and expenses arising out of or relating to any third-party claim concerning this Agreement, including without limitation any claims related to taxes and duties mentioned.

9. Disclaimers: Limitation of Liability

THE ACQUISITION OF TOKENS UNDER THIS AGREEMENT, THE USE OF TOKENS AND THE PLATFORM ARE PROVIDED ON AN 'AS IS' AND 'AS AVAILABLE' BASIS. THE COMPANY AND ITS AFFILIATES MAKE NO REPRESENTATIONS OF ANY KIND, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE REGARDING THE ACQUISITION OF TOKENS UNDER THIS AGREEMENT, AND THE PLATFORM INCLUDING ANY WARRANTY THAT THE PLATFORM WILL BE UNINTERRUPTED, ERROR-FREE OR FREE OF HARMFUL COMPONENTS OR THAT ANY CONTENT WILL BE SECURE OR NOT OTHERWISE LOST OR DAMAGED. EXCEPT TO THE EXTENT PROHIBITED BY LAW, THE COMPANY, ITS DIRECTORS, OFFICERS, MEMBERS, EMPLOYEES, AGENTS, ATTORNEYS, REPRESENTATIVES, AFFILIATES AND ASSOCIATES DO 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 TOKENS, THE PLATFORM OR THE MATERIAL, INFORMATION, SOFTWARE, FACILITIES OR CONTENT ON THE PLATFORM, AS WELL AS FROM ACQUIRING OF TOKENS, REGARDLESS OF THE BASIS, UPON WHICH THE LIABILITY IS CLAIMED. THE PARTICIPANT ASSUMES ALL RISK OF LOSS RESULTING FROM, CONCERNING OR ASSOCIATED WITH RISKS SET FORTH IN THIS AGREEMENT, WHICH ARE HEREBY INCORPORATED BY REFERENCE INTO THIS AGREEMENT.

10. Privacy Policy

10.1. The Company values Participants' privacy by not requesting any information that is unnecessary for the holding and use of Tokens and/or Platform to abide with obligations under applicable law. The Company commits itself to do its utmost to ensure that it, the Providers, its directors, officers, members, employees, agents, attorneys, representatives, affiliates and associates shall not disclose to any person, any non-public proprietary, documents or confidential information which we may have been obtained as a result of the relationship between the Parties under the Terms except to the extent necessary further to any law, regulations, rules or agreements.

10.2 Nevertheless, the Company shall be entitled, at any time, to request from the Participant information and/or documentation that the Company and/or the Providers, in their sole discretion, deem fit and necessary in order to comply with any applicable law or regulation in connection with the holding and using of Tokens and/or Platform. The Participant agrees to provide the Company and/or the Providers with such information promptly upon request, and he acknowledges that the Company and/or the Providers may not provide the Services to the Participant until he provides such requested information and the Company and/or the Providers have determined that it is permissible under applicable law or regulation. The Company and/or the Providers reserve the right to require more due diligence documentation in compliance with any new or amended regulation which may come into force in the future.

10.3. It is agreed that the terms of the Agreement are subject to the duty of confidentiality on our part. The Company is committed to ensuring confidentiality. The Company commits itself to do its utmost to ensure not to disclose to any person, any non-public proprietary, documents or confidential information which the Company may have obtained as a result of this Agreement for as long as such information remains non-public, and unless such disclosure is duly authorized or required in terms of law.

10.4. The duty of confidentiality does not extend to communications in furtherance of an illegal purpose nor to documents or facts showing the commission of a crime or fraud after the commencement of this engagement. Moreover, the Company is subject to the duty, (without need to inform the Client) to notify the authorities if the Company suspects that any property or money represents proceeds of corruption, drug trafficking or other serious crime or belongs to a terrorist or terrorist entity. Furthermore, the Company shall not be liable for any consequences of any disclosure where the Company acts in good faith in accordance with applicable law and you acknowledge that the Company is not bound by confidentiality obligations when disclosure is necessary in the Company's opinion to protect its own interests.

11. Disclosure of Certain Risk Factors associated with Tokens

11.1 The Participant understands that the acquisition of Tokens involves substantial risk, including,

without limitation, the following (the terms herein shall have the meaning assigned to them in the Agreement to which this is attached):

- a) The Company has no operational history;
- b) The Company maintains sole discretion in the conduct of its business, including as related to its offer, maintenance and use of any Token and the Platform. The Participant will not have the ability to influence the performance or decisions made by Company;
- c) The acquisition of Tokens is subject to severe constraints on liquidity. At the time of the Token Offer, there is no market for the Tokens and such market may not develop. The acquisition of Tokens is suitable only for sophisticated and experienced Participants who are financially able to maintain their tokens for an indefinite period of time and who can afford a loss of their entire Participation Amount;
- d) Tokens are highly volatile and speculative, and considered highly risky. In particular, the Participant understands and accepts the inherent risks associated with Tokens, including, but not limited to, risks associated with (a) decentralization of the blockchain technology; (b) money laundering; (c) fraud; (d) anonymity of transactions; (e) exploitation for illegal purposes; (f) theft; (g) instability and other flaws of exchanges or brokers/custodians; (h) the lack of regulation of tokens as of the date hereof;
- e) The Participant understands and accepts that the software and hardware, technology and technical concepts and theories usually used by issuers of the Tokens are still in an early development stage and unproven, and there is therefore no warranty that the technology will be uninterrupted or error-free and there is an inherent risk that the technology could contain weaknesses, vulnerabilities or bugs causing, inter alia, the complete loss of the Tokens and the Participant's entire Participation Amount;
- f) The Participant understands and accepts that the distribution of Tokens and the development of the Project by the Token Offer, may be abandoned for a number of reasons, including but not limited to failure of the Project, lack of interest of the industry and/or the public, lack of funding, lack of commercial success or prospects (e.g. caused by competing projects) etc. The Participant therefore understands that there is no assurance that, even if such Project is partially or fully developed and launched, the Participant may receive any functionality through the Token held by him, and that they may become worthless. The Participant further understands and accepts that the Project financed by the Token Offer, may give rise to other, alternative projects, promoted by third parties unaffiliated to the issuer of the Token, under which the Token will have no intrinsic value;
- g) Tokens are usually accessed using a private key that corresponds to the Wallet in which it is stored. The Participant understands and accepts that if the private key, or the "seed" used to create the address and corresponding private key gets lost or stolen, the obtained Token associated with the Participant's address might be unrecoverable and will be permanently lost;
- h) The Participant understands and accepts that the underlying software application and software platform of Token, the Platform, the internet, the blockchain network, the Participant, and other involved software, technology components and/or platforms concerned with Token may be exposed to attacks by hackers or other individuals that could result in theft or loss of Token and the Participant's entire Participation Amount;
- i) The Participant understands and accepts that public blockchain-based systems depend on independent validators, and therefore may be vulnerable to consensus attacks including, but not limited to, double-spend attacks, majority-voting power attacks, race-condition attacks and censorship attacks. Any successful attacks present a risk to such system, expected proper execution and sequencing of Token related transactions, and expected proper execution and sequencing of software computations, including loss of the Participant's entire Participation Amount.

j) The Participant understands and accepts the inherent risks associated under Part VII of the Act, whereby the authorities are given broad regulatory and investigatory powers including but not limited to the power to make regulations, the power to delegate, the power to require information, the appointment of inspectors, the power to issue directives, the power to protect the public interest, the right of entry, and the power to impose administrative fines and penalties. The Participant understands and accepts that these risks can have severe adverse effects to the Company. The Participant understands and accepts that, subject to article 10 of the aforementioned Act, he has no right to recourse as a result of any loss due to circumstances under this clause.

12. Miscellaneous

12.1. Repayment of the Participation Amount or distribution of Tokens in accordance with Clause 4 or 5 above will constitute the full and final discharge of any and all obligations of the Company hereunder and thereupon this Agreement shall terminate in its entirety with no further obligations of the Company.

12.2. The Company may withhold any amounts required by applicable law from any repayment or conversion of the Participation Amount. The Company may condition any repayment or conversion of the Participation Amount on the Participant satisfying any such withholding obligations.

12.3. Neither this Agreement nor any rights or obligations hereunder may be assigned by the Participant, in whole or in part, without the express prior written consent of the Company. The Company may transfer and assign its rights and obligations hereunder to any other natural or juridical person, to another affiliate, including any entity controlled, controlling or under common control with the Company, to a third party that acquires all or substantially all of the assets subject to this Agreement or securities of the Company or any entity into which the Company shall merge or any affiliate thereof.

12.5. All notices and other communications required or permitted hereunder to be given to a party to this Agreement shall be in writing and shall be sent by fax or email or mailed by registered or certified mail, prepaid postage, or otherwise delivered by hand or by messenger. Any notice sent in accordance with this Clause 12 shall be effective (i) if mailed, seven (7) days after mailing, (ii) if sent by messenger, upon delivery, and (iii) if sent via fax or email, on the first business day following transmission accompanied by delivery notification.

13. Amendments

13.1. The Agreement may only be amended by a written document signed by all the contracting Parties;

13.2. No waiver of any party's default or breach of its representations, warranties, covenants, duties, agreements, or obligations or any term or provision of this Agreement, will be effective unless in writing and signed by the Parties. Any waiver will be limited to the default or breach described therein and no waiver will be or be deemed a waiver of any other, similar, prior, continuing, or subsequent default or breach.

14. Validity of the Agreement

14.1 The illegality, invalidity or unenforceability of any provision of this Agreement decided by the law of another jurisdiction does not affect the legality, validity or enforceability under the law of another jurisdiction nor the legality, validity or enforceability of another provision of this Agreement.

15. Applicable law and jurisdiction

15.1. This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of Malta.

15.2 Any dispute, controversy or claim arising out of or relating to or concerning this Agreement, or the breach, or invalidity thereof, shall be settled by arbitration in accordance with the provisions of the Malta Arbitration Act, Chapter. 387 of the Laws of Malta and shall be regulated by the Arbitration Rules, in force from time to time, promulgated under the authority of the said Act. Each party irrevocably waives any right it may have to object to any action being brought in the forum, to claim that the action has been brought in an inappropriate forum, or to claim that the forum does not have jurisdiction.

16. Entire agreement

16.1 This Agreement embodies the entire agreement between the Parties and supersedes all previous statements, representations and agreements between the Parties relating to the subject matter of this Agreement.

Annex I – Term Sheet

Issuer/ Company	Ledger IO CO Ltd
Token Name	Champion Coin
Token Symbol	CHAMP
Maximum Token Amount	13,850,000,000
Total Token Supply	21,307,692,308
Token Offer Period	29 th October – TBD
Price	USD \$0.01
Soft Cap	USD \$3,000,000
Hard Cap	USD \$105,000,000
Bonus	As detailed in section 2.10
Form of Payment for Token	ETH / BTC / LTC / BCH
Utility of Token	To gain access to, use of and participation on the Platform
Documentation	The Token Offer Agreement, the Terms, the Privacy Policy, the Light Paper and the Website and any other information relating to the Project and the use of Tokens as may be announced by the Company
Token Distribution	<div style="text-align: center;"> <p>Token Distribution</p> <ul style="list-style-type: none"> <li style="margin-right: 20px;">■ Pre-ICO <li style="margin-right: 20px;">■ ICO <li style="margin-right: 20px;">■ Team <li style="margin-right: 20px;">■ Advisors <li style="margin-right: 20px;">■ Bounties <li style="margin-right: 20px;">■ Reserve <li style="margin-right: 20px;">■ Lock up with vesting period </div> <ul style="list-style-type: none"> - 4% Pre-ICO - 61% ICO - 10% Team - 3% Advisors - 4% Bounties - 13% Lock up with Vesting Period - 5% Reserve

Annex II-KYC

Individual Participants:

KYC process shall be automated on the Website by an approved KYC agency that shall require the following:

1. A certified true copy of Passport; and
2. Proof of Residential Address (i.e. a certified true copy of utility bill not older than three months).

Corporate or other Participants:

For KYC we ask you to provide the Company with:

1. Certified true copy of Certificate of Incorporation or similar Constitutive Document;
2. Certified true copy of Shareholders Register, Stockholders Ledger or Certificate of Incumbency (or any similar corporate document showing the shareholders of the entity);
3. For each ultimate beneficial holder of the entity – Certified true copy of Passport;
4. For each ultimate beneficial holder of the entity - Proof of Residential Address (i.e. a certified true copy of utility bill not older than three months).

The Certification of a True Copy of the Original Document must state:

- a) The document is a true copy of the original;
- b) The name and capacity of the certifier; and
- c) The date of certification.

The Certification of a True Copy of the Original Identification Document must state:

- a) The document is a true copy of the original document;
- b) The document has been seen and verified by the certifier; and
- c) The photo is a true likeness of the applicant for business or the beneficial owner, as the case may be.

The Certification of a True Copy of the Proof of Residential Address Document must state:

- a. The document is a true copy of the original; and
- b. The document is verifying the identity and the residential address of the individual to whom the certification relates.

Please send both a scanned copy of the certified KYC documents to ()

Annex III-Representations

Representations

In connection with the contribution towards the Project and allocation of Tokens from the Company, by clicking on the Website, the Participant confirms, represents, warrants and agrees as follows:

- € The Wallet from which I have made the contribution towards the Project is beneficially owned by me and to the extent that my contribution has been made from a Wallet, I confirms that the Wallet the details of which I shall provide the Company is likewise beneficially owned by me;
- € I am not a Prohibited Participant as defined;
- € I, or my immediate family members and/or close associates, am/are not a Politically Exposed Persons;
- € I have never been adjudged bankrupt;
- € I have never been subject to any investigation by a governmental, professional or other regulatory or statutory body;
- € I have never been a director, shareholder or manager of a business entity which has been the subject of any investigation as aforesaid, or which has been adjudged bankrupt, wound up by a Court order or has made any compromise or arrangement with its creditors;
- € I have never been convicted of any criminal offence in any jurisdiction (other than a minor offence in connection with the use of a motor vehicle) and no criminal proceedings were instituted and/or are pending against me in any jurisdiction;
- € None of the property that the Participant has contributed to the Company further to the Token Offer has been derived from, or related to, any activity that is deemed criminal under the laws of any applicable jurisdiction;
- € No contribution made by the Participant to the Company and no allocation of Tokens to the Participant from the Company shall cause the Company and/or the Providers to be in violation of the Prevention of Money Laundering Act (Cap. 373 of Laws of Malta), Prevention of Money Laundering and Funding of Terrorism Regulations (Legal Notice 180 2008), Criminal Code (Cap. 9 of Laws of Malta), (EU) 2015/849 - Fourth Money Laundering Directive, Regulation (EU) 2015/847 on information accompanying transfers of funds.

Additional Information:

(a) The Participant agrees to provide to the Company any additional information that the Company deems necessary or convenient to ensure compliance with all applicable laws concerning money laundering and similar activities.

(b) The Participant understands that the Company may release confidential information about the Participant and, if applicable, any underlying beneficial owners, if the Company, in its sole discretion, determines that it is in the best interest of the Company in light of relevant rules and regulations.

The Participant undertakes to promptly notify the Company if at any time he is unable to satisfy the agreements set forth herein or if the representations set forth herein cease to be true.

Politically Exposed Persons

The term 'politically exposed persons' is broad and generally includes all persons who fulfill a prominent public function. This shall include a natural person who is or has been entrusted with a prominent public function shall include:

- (a) Heads of State, Heads of Government, Ministers and Deputy and Assistant Ministers and Parliamentary Secretaries;*
- (b) Members of Parliament;*

- (c) Members of the Courts or of other high-level judicial bodies whose decisions are not subject to further appeal, except in exceptional circumstances;*
- (d) Members of courts of auditors, Audit Committees or of the boards of central banks;*
- (e) Ambassadors, charge d'affaires and other high-ranking officers in the armed forces;*
- (f) Members of the administration, management or boards of State-owned corporations;*

and where applicable, for the purposes of (a) to (e), shall include positions held at the Community or international level.

With respect to the term 'immediate family members' of PEPs, the PMLFTR provide that the term shall include:

- (a) the spouse, or any partner recognized by national law as equivalent to the spouse;*
- (b) the children and their spouses or partners; and*
- (c) the parents.*

With respect to the term 'persons known to be close associates', the PMLFTR provide that the term shall include:

(a) a natural person known to have:

- (1) joint beneficial ownership of a body corporate or any other form of legal arrangement;*
- (2) or any other close business relations with that PEP.*

(b) a natural person who has sole beneficial ownership of a body corporate or any other form of legal arrangement that is known to have been established for the benefit of that PEP.