

**Agoras Product Purchase Agreement**

By purchasing future Agoras tokens the Purchaser expressly agrees to all of the terms and conditions set forth in the accompanying Terms and Conditions of the Agoras Private Sale (the “Terms”), which is incorporated by reference herein, as well as the Agoras Product Purchase Agreement. All capitalized terms in this agreement will be given the same effect and meaning as in the Terms.

By purchasing Agoras, the Purchaser:

- Represents and warrants that the Purchaser has an understanding of the usage and intricacies of cryptographic tokens, like bitcoin (BTC), and blockchain-based software systems, and P2P networks in general.
- Represents and warrants that the Purchaser is legally permitted to purchase Agoras in the Purchaser’s jurisdiction.
- Represents and warrants that Purchaser is not exchanging bitcoin (BTC) for Agoras for the purpose of speculative investment; and
- Represents and warrants that the Purchaser is acquiring Agoras for the use of renting computational power or the purchase of tokens specific to forthcoming decentralized applications on the Agoras Platform, or to facilitate development, testing, deployment and operation of decentralized applications on the Agoras Platform, or to support the development of the Agoras Platform.

Purchaser understands that there is no warranty whatsoever on Agoras, express or implied, to the extent permitted by law, and that Agoras is purchased on an “as is” basis. Purchaser also understands that the Company will not provide any refund of the purchase price for Agoras under any circumstance.

Purchaser further agrees to accept sole risk for the purchase of Agoras. The Purchaser recognizes that the Agoras Platform is presently being developed and may undergo significant changes before release.

Purchaser understands, that while the Company will make reasonable efforts to complete the Agoras software, it is possible that an official completed version of the Agoras Platform may not be released and there may never be an operational Agoras Platform. It is also possible that even if the Company releases a completed version of the Agoras Platform, due to a lack of public interest in decentralized applications or the Agoras Platform itself, the Agoras Platform could potentially be abandoned or shut down for lack of interest. Purchaser further recognizes that Agoras may experience extreme volatility in pricing.

Purchaser understands that there will be a time period between the time of purchase of Agoras in the Private Sale and the inception of the Agoras Platform system with the creation of the Genesis Block and the Agoras distributions to Purchaser. Purchaser understands that there is no assurance that, if the Agoras platform is launched, the platform software will be stable, or that the Agoras ecosystem will be robust. Purchaser understands that the Agoras Platform software developed may give rise to other,

alternative, Agoras-based or Agoras-like networks, promoted by unaffiliated third parties, under which Purchaser's Agoras will have no intrinsic value.

THE PURCHASER ACKNOWLEDGES AND AGREES THAT, TO THE FULLEST EXTENT PERMITTED BY ANY APPLICABLE LAW, THE PURCHASER WILL NOT HOLD ANY OF THE AGORAS TEAM, AGORAS PARTIES OR THE COMPANY LIABLE FOR ANY AND ALL DAMAGES OR INJURY WHATSOEVER CAUSED BY OR RELATED TO USE OF, OR INABILITY TO USE, AGORAS OR THE AGORAS PLATFORM UNDER ANY CAUSE OR ACTION WHATSOEVER OF ANY KIND IN ANY JURISDICTION, INCLUDING, WITHOUT LIMITATION, ACTIONS FOR BREACH OF WARRANTY, BREACH OF CONTRACT OR TORT (INCLUDING NEGLIGENCE) AND THAT NONE OF THE AGORAS TEAM, AGORAS PARTIES OR THE COMPANY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING FOR LOSS OF PROFITS, GOODWILL OR DATA, IN ANY WAY WHATSOEVER ARISING OUT OF THE USE OF, OR INABILITY TO USE, OR PURCHASE OF, OR INABILITY TO PURCHASE, AGORAS.

THE PURCHASER FURTHER SPECIFICALLY ACKNOWLEDGES THAT AGORAS TEAM, AGORAS PARTIES OR THE COMPANY ARE NOT LIABLE, AND THE PURCHASER AGREES NOT TO SEEK TO HOLD ANY OF THE AGORAS TEAM, AGORAS PARTIES OR THE COMPANY LIABLE, FOR THE CONDUCT OF THIRD PARTIES, INCLUDING OTHER PURCHASERS OF AGORAS, AND THAT THE RISK OF PURCHASING AND USING AGORAS RESTS ENTIRELY WITH THE PURCHASER . TO THE EXTENT PERMISSIBLE UNDER APPLICABLE LAWS, UNDER NO CIRCUMSTANCES WILL ANY OF THE AGORAS TEAM, AGORAS PARTIES OR THE COMPANY BE LIABLE TO ANY PURCHASER FOR MORE THAN THE AMOUNT THE PURCHASER HAS PAID TO AGORAS TEAM, AGORAS PARTIES OR THE COMPANY FOR THE PURCHASE OF AGORAS.

The Terms and the Agoras Product Purchase Agreement govern the sale of Agoras and supercede any public statements about the Private Sell made by third parties or by the Company, Agoras Team or individuals associated with any of the Agoras Team, Agoras Parties or the Company in past, present and future. The Company reserves the right, at its discretion, to change, modify, add, or remove portions of the Agoras Product Purchase Agreement, at any time. by posting the amended agreement on the Agoras website (<http://idni.org> or on Bitcointalk's official thread). Any Purchaser will be deemed to have accepted such changes by purchasing Agoras.

If at any point you do not agree to any portion of the then-current version of the Agoras Product Purchase Agreement, you should not purchase Agoras. If a court or other tribunal determines that there is a conflict between the Agoras Product Purchase Agreement and the Terms, the provisions of the Terms shall govern.

Date: 10 Feb 2015

### **Terms and Conditions of the Agoras Sale**

The following Terms and Conditions (“Terms”) govern the sale of the cryptographic token -- Agoras (“Agoras”) -- to purchasers of Agoras (“Purchasers” collectively, and “Purchaser” individually). Agoras is required for the use of an electronic decentralized user-customizable market, offering also renting computational power in Agoras open source software platform (“Agoras Platform”) currently under development by Agoras Decentralized Applications Ltd. (“Company”). For information on Agoras please refer to <http://idni.org> or on Bitcointalk’s official thread. Note that everything is still in working process, and is subject to changes.

The group of developers and other personnel that is now, or will be, employed by, or contracted with, the Company is termed the “**Agoras Team.**”

**IMPORTANT:** Ownership of Agoras carries no rights express or implied. Purchases of Agoras are non-refundable. Purchasers should have no expectation of influence over governance of the platform.

By participating in the sale of Agoras, you expressly acknowledge and represent that you have carefully reviewed the Terms, as well as the Agoras Product Purchase Agreement and fully understand the risks, costs, and benefits of purchasing Agoras and agree to be bound by these Terms. As set forth further below, you further represent and warrant that, to the extent permitted by law, you are authorized to purchase Agoras in your relevant jurisdiction, are of a legal age to be bound by these Terms, and will not hold the Company, its parent and affiliates, and the officers, directors, agents, joint ventures, employees and suppliers of the Company or our parent or affiliates, now or in the future and any other member of the Company (collectively the “Agoras Parties”) liable for any losses or any special, incidental, or consequential damages arising out of, or in any way connected to the sale of Agoras.

**WARNING:** DO NOT PURCHASE AGORAS IF YOU ARE NOT AN EXPERT IN DEALING WITH CRYPTOGRAPHIC TOKENS, BLOCKCHAIN-BASED SOFTWARE SYSTEMS AND P2P NETWORKS.

Purchases of Agoras, the Agoras Platform’s tokens, should be undertaken only by individuals, entities, or companies that have significant experience with, and understanding of, the usage and intricacies of cryptographic tokens, like bitcoin (BTC), and blockchain-based software systems. While the Company will provide general guidelines for user usage and storage of Agoras before the Agoras Platform becomes operational, Purchasers should have functional understanding of storage and transmission mechanisms associated with other cryptographic tokens. While the Company will be available to assist Purchasers of Agoras during and after the sale, the Company will not be responsible for lost BTC or Agoras resulting from actions taken by, or omitted by Purchasers. If you do not have such experience or expertise, then you should not purchase Agoras or participate in the private sale of Agoras.

Acceptance of Terms and Conditions of the Agoras Sale: By sending BTC to the following bitcoin address: 1BzwxgzrdiW5Gdc3kfoUgxeHAhRjnMmrVs, the Purchaser: (i) consents and agrees to the

Terms and the Agoras Product Purchase Agreement; (ii) represents and warrants that the Purchaser is legally permitted to purchase Agoras in the Purchaser's jurisdiction; (iii) represents and warrants that the Purchaser is of a sufficient age to legally purchase Agoras or has received permission from a legal guardian who has reviewed and agreed to these Terms; (iv) represents and warrants that the the Purchaser will take sole responsibility for any restrictions and risks associated with the purchase of Agoras as set forth below; (v) represents and warrants that Purchaser is not exchanging bitcoin (BTC) for Agoras for the purpose of speculative investment; (vi) represents and warrants that the Purchaser is acquiring Agoras for the use of renting computational power or the purchase of tokens specific to forthcoming decentralized applications on the Agoras Platform, or to facilitate development, testing, deployment and operation of decentralized applications on the Agoras Platform; and (vii) represents and warrants that the Purchaser has an understanding of the usage and intricacies of cryptographic tokens, like BTC, and blockchain-based software systems.

All Purchases of Agoras Are Non-Refundable: ALL PURCHASES OF AGORAS ARE FINAL. PURCHASES OF AGORAS ARE NON-REFUNDABLE. BY PURCHASING AGORAS, THE PURCHASER ACKNOWLEDGES THAT NEITHER THE COMPANY NOR ANY OTHER OF THE AGORAS PARTIES ARE REQUIRED TO PROVIDE A REFUND FOR ANY REASON, AND THAT THE PURCHASER WILL NOT RECEIVE MONEY OR OTHER COMPENSATION FOR ANY AGORAS THAT IS NOT USED AS TOKENS OR REMAINS UNUSED.

Taxation of Agoras and Taxation Related to the Private Sale: Company and Agoras Parties makes no representations concerning the tax implications of the sale of Agoras or the possession or use of Agoras. The Purchaser bears the sole responsibility to determine if the purchase of Agoras with BTC or the potential appreciation or depreciation in the value of Agoras over time has tax implications for the Purchaser in the Purchaser's home jurisdiction. By purchasing Agoras, and to the extent permitted by law, the Purchaser agrees not hold any of the Agoras Team, Agoras Parties or the Company liable for any tax liability associated with or arising from the purchase of Agoras.

Disclaimer of Warranties: THE PURCHASER EXPRESSLY AGREES THAT THE PURCHASER IS PURCHASING AGORAS AT THE PURCHASER'S SOLE RISK AND THAT AGORAS IS PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE OR IMPLIED WARRANTIES, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE (EXCEPT ONLY TO THE EXTENT PROHIBITED UNDER APPLICABLE LAW WITH ANY LEGALLY REQUIRED WARRANTY PERIOD TO THE SHORTER OF THIRTY DAYS FROM FIRST USE OR THE MINIMUM PERIOD REQUIRED).

WITHOUT LIMITING THE FOREGOING, NONE OF THE AGORAS TEAM, AGORAS PARTIES OR THE COMPANY WARRANT THAT THE PROCESS FOR PURCHASING AGORAS WILL BE UNINTERRUPTED OR ERROR-FREE.

Limitations Waiver of Liability: THE PURCHASER ACKNOWLEDGES AND AGREES THAT, TO THE FULLEST EXTENT PERMITTED BY ANY APPLICABLE LAW, THE DISCLAIMERS OF

LIABILITY CONTAINED HEREIN APPLY TO ANY AND ALL DAMAGES OR INJURY WHATSOEVER CAUSED BY OR RELATED TO USE OF, OR INABILITY TO USE, AGORAS OR THE AGORAS PLATFORM UNDER ANY CAUSE OR ACTION WHATSOEVER OF ANY KIND IN ANY JURISDICTION, INCLUDING, WITHOUT LIMITATION, ACTIONS FOR BREACH OF WARRANTY, BREACH OF CONTRACT OR TORT (INCLUDING NEGLIGENCE) AND THAT NONE OF THE AGORAS TEAM, AGORAS PARTIES OR THE COMPANY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING FOR LOSS OF PROFITS, GOODWILL OR DATA, IN ANY WAY WHATSOEVER ARISING OUT OF THE USE OF, OR INABILITY TO USE, OR PURCHASE OF, OR INABILITY TO PURCHASE, AGORAS.

THE PURCHASER FURTHER SPECIFICALLY ACKNOWLEDGES THAT AGORAS TEAM, AGORAS PARTIES OR THE COMPANY ARE NOT LIABLE, AND THE PURCHASER AGREES NOT TO SEEK TO HOLD ANY OF THE AGORAS TEAM, AGORAS PARTIES OR THE COMPANY LIABLE, FOR THE CONDUCT OF THIRD PARTIES, INCLUDING OTHER PURCHASERS OF AGORAS, AND THAT THE RISK OF PURCHASING AND USING AGORAS RESTS ENTIRELY WITH THE PURCHASER .

TO THE EXTENT PERMISSIBLE UNDER APPLICABLE LAWS, UNDER NO CIRCUMSTANCES WILL ANY OF THE AGORAS TEAM, AGORAS PARTIES OR THE COMPANY BE LIABLE TO ANY PURCHASER FOR MORE THAN THE AMOUNT THE PURCHASER HAVE PAID TO AGORAS TEAM, AGORAS PARTIES OR THE COMPANY FOR THE PURCHASE OF AGORAS.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR CERTAIN TYPES OF DAMAGES. THEREFORE, SOME OF THE ABOVE LIMITATIONS IN THIS SECTION AND ELSEWHERE IN THE TERMS MAY NOT APPLY TO A PURCHASER. IN PARTICULAR, NOTHING IN THESE TERMS SHALL AFFECT THE STATUTORY RIGHTS OF ANY PURCHASER OR EXCLUDE INJURY ARISING FROM ANY WILLFUL MISCONDUCT OR FRAUD OF AGORAS TEAM, AGORAS PARTIES OR THE COMPANY.

Complete Agreement: These Terms along with the Agoras Product Purchase Agreement, sets forth the entire understanding between each Purchaser and the Company with respect to the purchase and sale of Agoras. For facts relating to the sale and purchase, the Purchaser agrees to rely only on these two documents in determining purchase decisions and understands that these documents govern the sale of Agoras and supercede any public statements about the Private Sale made by third parties or by Agoras Team or individuals associated with the Company or Agoras Parties, past and present and during the Private Sale.

Severability: The Purchaser and the Company agree that if any portion of these Terms or the Agoras Product Purchase Agreement is found illegal or unenforceable, in whole or in part, such provision shall, as to such jurisdiction, be ineffective solely to the extent of such determination of invalidity or

unenforceability without affecting the validity or enforceability thereof in any other manner or jurisdiction and without affecting the remaining provisions of the Terms or Agoras Product Purchase Agreement, which shall continue to be in full force and effect.

No Waiver: The failure of the Company to require or enforce strict performance by the Purchaser of any provision of these Terms or the Agoras Product Purchase Agreement or the Company failure to exercise any right under these agreements shall not be construed as a waiver or relinquishment of the Company right to assert or rely upon any such provision or right in that or any other instance. The express waiver by the Company of any provision, condition, or requirement of these Terms or the Agoras Product Purchase Agreement shall not constitute a waiver of any future obligation to comply with such provision, condition or requirement. Except as expressly and specifically set forth in this these Terms, no representations, statements, consents, waivers, or other acts or omissions by the Company shall be deemed a modification of these Terms nor be legally binding, unless documented in physical writing, hand signed by the Purchaser and a duly appointed officer, employee, or agent of the Company or Agoras Parties.

Updates to the Terms and Conditions of the Agoras Private Sale: the Company reserves the right, at its sole discretion, to change, modify, add, or remove portions of the Terms and Agoras Product Purchase Agreement, at any time during the sale by posting the amended Terms on the Agoras website (<http://idni.org> or on Bitcointalk's official thread). Any Purchaser will be deemed to have accepted such changes by purchasing Agoras. The Terms may not be otherwise amended except in a signed writing executed by both the Purchaser and the Company. If at any point you do not agree to any portion of the then-current version of the Terms, you should not purchase Agoras. To the extent the Terms conflict with the Agoras Product Purchase Agreement, the Terms shall govern.

**The Private Sell: You can participate in the private sell by sending bitcoin to the following bitcoin address:1BzwxgzrdiW5Gdc3kfoUgxeHAhRjnMmrVs. Please note that there will a be a time period between the time of purchase of Agoras in the Private Sale and the inception of the Agoras Platform system with the creation of the Genesis Block and the Agoras distributions to Purchaser. If your funds are returned to you it is because all Agoras have been sold and the private sell has ended. Once Agoras distributions has started, Purchaser will receive his Agoras over period of time. Purchaser must be in personal possession of the private key to one of the inputs of the sending transaction. This is because digital signature will be required in case there is a dispute concerning the ownership of the Purchaser bitcoins.**

**Payment in ILS or USD is accepted. The exchange rate to BTC will be calculated using the [bitcoin average price index](#) at the time when the payment is accepted and confirmed in our system. Agoras price will be according to the rate mentioned above.**

Sale prices is according to the declared on Bitcointalk thread: we sell 50% of coins for approx \$2M: The current price is \$100 for 3.5 million (3,500,000) Agora coins, and will go up in 2% every week. Total number of coins is 147,000,000,000. This sale will go into BTC address

1BzwxgzrdiW5Gdc3kfoUgxeHAhRjnMmrVs and everything will be calculated according to the BTC/USD rate at the moment of transfer (according to blockchain.info website showing the tx value at the time transacted).

#### RISK FACTORS

Virtual tokens & coins is a futuristic area that carries the potential of high risks. The primary risk factors but not the only ones, when buying Agoras are the following:

- a.) Loss of purchased Agoras due to fraud, theft and hacking.
- b.) Regulation risks.
- c.) Risk of failure in the development of the system and/or its infrastructure (software, practices, technology).
- d.) Financial risks.
- e.) Risks of competition.

The risks listed above, and other risks of same or different nature, make the possibility for Agoras to lose most or all of their value. **You should not buy Agoras with funds that you can't afford to lose.**

#### DISCLAIMERS

**This Is Not a Currency, Stock or Equity:** The Agoras is a virtual private tokens. Thus they are not "real equity" and carry no voting rights or any legally binding claim to any tangible or intangible assets. The digital token known as Agoras is intended only for accessing the Agoras Network software after its development is completed, and does not represent "security" or "equity" stake in this project.

**Do not send bitcoins directly from an Exchange:** If you send to Agoras private sell address BTC from a wallet in which you do not control the private key (example Coinbase), then you will not be able to claim the Agoras you purchased until you have proved beyond reasonable doubt that you own those bitcoins.

**Law & jurisdiction:** This offer is subject to the laws of the State of Israel & the jurisdiction is given to the appropriate court in Tel-Aviv.

Note that even though the delivery of the Agoras tokens will be done when the system will become functional, the purchaser now receives an intermediate XCP-based token that will be converted by the Company to Agoras' tokens in the future, and may require the buyer perform some technical actions to redeem their Agoras' tokens.

The rates and prices of this sale are detailed at:

<https://bitcointalk.org/index.php?topic=736447.msg10403838#msg10403838>

---Contacting Us---

This is meant to be a private sale, so **please don't share this document with any other person.**

If you have any comments, questions, and/or suggestions, we will be happy to answer through email.

Yours sincerely,  
Agoras Team.