

Terms and Conditions of K2G Tokens ICO

These terms and conditions ("Terms") govern the sale of K2G tokens during the Pre-ICO and the ICO, the purchase of K2G tokens from any secondary market and the rights of any Purchaser arising from holding K2G tokens.

By participating in the ICO, purchasing K2G tokens or otherwise holding K2G, you agree that (i) you and the entity that you represent, if any, shall be bound by these Terms and all terms incorporated by reference into these Terms, (ii) you and the entity that you represent, if any, shall in these Terms be collectively referred to as a Purchaser, and (iii) these Terms and all terms incorporated by reference into these Terms constitute a legally binding agreement between the Company and each Purchaser (each a "Party" and collectively, the "Parties").

If you do not agree to these Terms or if you are in any doubt as to the action you should take, you should (i) consult your legal, financial, tax or other professional advisors, (ii) immediately navigate away from the Website, (iii) cease any form of participation in the ICO, and (iv) dispose all the K2G tokens held or owned by you.

If you have any question regarding these Terms or the White Paper, you may contact the Company by sending an e-mail to info@go2solution.io.

1. DEFINITIONS

1.1. In these Terms, unless the context otherwise requires, the following definitions shall apply:

1.1.1. Clause – shall mean a clause in these Terms.

1.1.2. Company – shall mean go2solution AG (FL-0002.576.593-6), a company incorporated in Principality of Liechtenstein, with its registered address at c/o Audina Treuhand Aktiengesellschaft, Landstrasse 37, 9490 Vaduz.

1.1.3. ETH – shall mean the Ethereum (www.ethereum.org) which must be used to purchase the K2G tokens.

1.1.4. ICO – shall mean the initial coin offering of the Company for the sale of K2G tokens (as described in these Terms).

1.1.5. Intellectual Property Rights – shall mean all intellectual property rights, including without limitation any copyright, adaptation rights, publishing rights, reproduction rights, rights to communicate to the public, public performances, synchronisation rights, rights to be named as creator of the work, artist names, patents, utility models, circuitry, rights of patent, rights to inventions, design patents, designs, trademarks, trade names and business names (including Internet domain names and e-mail

address names), service marks, brands, slogans, commercial symbols, logos, rights in software, database rights, rights to preserve confidential information (including know-how and trade secrets) other designations, inventions, trade secrets, know-how, and any other industrial or intellectual property rights, whether registered or unregistered and all applications therefor.

1.1.6. KYC Checks – shall mean know-your-customer checks as required by the applicable laws, including but not limited to any applicable anti-money laundering rules and any applicable countering the financing of terrorism rules.

1.1.7. Token Sale – shall mean the Pre-ICO and the ICO as described in these Terms.

1.1.8. K2G tokens – shall mean the token known as "K2G" or "K2G token" and which is to be used in go2solution insurance instruments.

1.1.9. go2solution – shall mean the ERC-20, based on the Ethereum blockchain, issued by the Company pursuant to the ICO.

1.1.10. go2solution product – is an innovative, digital, smartphone based, comprehensive collision insurance solution on demand, that offers an individual approach to every client through the analysis of driver's behaviour, selected routes, accident rate, weather conditions and other characteristics. go2solution is a product where you pay as you go. The solution of go2solution will be developed using the proceeds raised via the ICO.

1.1.11. Pre-ICO – shall mean the pre-sale event of the Token Sale as described in these Terms.

1.1.12. Privacy Policy – shall mean the privacy policy of the Company at the Website.

1.1.13. Purchaser – shall mean any person who participates in the Token Sale or who otherwise acquires or holds K2G tokens. In these Terms, a person shall be deemed to participate in the Token Sale if such person submits any information to the Company for the purposes of participating in the Token Sale, pays (or attempts to pay) the Company for the K2G tokens, or otherwise receives K2G tokens issued by the Company pursuant to the Token Sale.

1.1.14. Protected Parties – shall mean the Company and its related corporations as well as their respective directors, officers, agents, employees, shareholders, successors and assigns.

1.1.15. Terms – shall mean these Terms, including the Appendix.

1.1.16. ICO - shall mean the sale event of the ICO as described in these Terms.

1.1.17. Wallet – shall mean the technical solution to store the private and public keys of the wallet and to send and receive coins (i.e. cryptocurrencies and other cryptographic tokens including K2G).

1.1.18. Website – shall mean the website of the Company at www.go2solution.io through which a Purchaser may buy K2G tokens from the Company.

1.1.19. White Paper – shall mean the informative document at the Website describing the technical and business aspects of K2G and go2solution.

1.2. In these Terms, unless the context otherwise requires:

- 1.2.1. the headings in these Terms are for reference only and shall not affect the construction or interpretation of these Terms;
- 1.2.2. references to "Clauses" and "Appendix" refer to the clauses of and appendix of these Terms respectively;
- 1.2.3. references to an agreement or document (including a reference to these Terms) is to the agreement or document as amended, supplemented, novated or replaced;
- 1.2.4. references to writing includes any method of representing or reproducing words, figures, drawings or symbols in a visible and tangible form, whether in a physical document or in an electronic communication or form or otherwise;
- 1.2.5. references to the singular shall include references to the plural and vice versa;
- 1.2.6. references to a person shall include any individual, firm, company or corporation (whether incorporated or established or carrying on business), unincorporated association or body (including a partnership, trust, fund, joint venture or consortium), government, state, agency, organization or other entity whether or not having separate legal personality;
- 1.2.7. references to any gender shall include all genders;
- 1.2.8. references to legislation or to a provision of legislation includes a modification or re-enactment of it, a legislative provision substituted for it and a regulation or statutory instrument issued under it; and
- 1.2.9. nothing in these Terms is to be interpreted against a Party solely on the ground that the Party put forward the Terms or a relevant part of it.

2. GENERAL

2.1. Unless expressly stated in these Terms or otherwise specified by the Company in writing, these Terms and all terms incorporated by reference into these Terms shall govern the sale of K2G tokens during the Pre-ICO and the ICO, the purchase of K2G tokens from any secondary market and the rights of any Purchaser arising from holding K2G tokens. In the event of any conflict or inconsistency between these Terms and any other terms incorporated by reference, these Terms shall prevail to the extent of the conflict or inconsistency.

2.2. The following shall apply in relation to the K2G tokens:

2.2.1. The K2G tokens are not intended to be a debt, an investment or financial instrument, a share or equity interest, a security, a capital market product, a financial instrument or a derivative instrument of any of the foregoing in any jurisdiction. Purchase, ownership, receipt or possession of K2G tokens carries no rights, whether express or implied, save as provided in these Terms.

2.2.2. Without prejudice to Clause 2.2.1, the K2G tokens carry no rights, whether express or implied, other than a limited right to acquire K2G tokens (which will be utility token in go2solution blockchain) if, and to the extent that, go2solution is successfully developed and launched and subject always to such terms and conditions imposed by the Company.

2.2.3. The K2G tokens may only be used within go2solution blockchain in a manner which is in accordance with the terms and conditions prescribed by the Company.

2.2.4. The K2G tokens are not intended to qualify as securities. The Pre-ICO and the ICO are each not intended to qualify as an offering of securities or any other means of investment in any jurisdiction.

2.2.5. There is no representation, warranty or undertaking that the K2G tokens will be listed for trading on any exchange, or that go2solution will be adopted as described in the White Paper or the Website. Subject to the foregoing, the Company does not intend to prohibit the transferability of K2G tokens in the event that the K2G tokens are listed on any exchange.

2.3. The Company may, at its sole and absolute discretion, amend these Terms, any terms incorporated by reference into these Terms and the White Paper from time to time with or without notice to the Purchaser by posting the amended document or the link to the amended document on the Website. The amended document shall become effectively immediately from the time of posting.

3. RESTRICTIONS TO PURCHASING

3.1. All purchases of K2G tokens during the Token Sale shall be subject to completion of the KYC Checks of the Company to its satisfaction. In relation to these KYC Checks, each Purchaser agrees to comply with and be bound by all of the following:

3.1.1. Each Purchaser shall promptly comply and cooperate with all requests for information by the Company for the purposes of the KYC Checks, including but not limited to the Purchaser's identity, place of residence, and source of funds.

3.1.2. Any information provided by the Purchaser to the Company may be disclosed to any governmental or regulatory authority or organisation, or to any other person, as may be required by any applicable laws. The Company reserves the right to report any suspicious transaction, in its sole discretion, to any relevant governmental or regulatory authority or organisation.

3.1.3. If a Purchaser fails to provide any information requested by the Company for the purposes of the KYC Checks, or provides false or misleading information, the Company may, in its sole discretion, reject, cancel or void the Purchaser's purchase of K2G tokens, and such Purchaser shall hold the Company harmless and indemnified against any loss arising from such rejection, cancellation or avoidance of purchase.

3.1.4. Any personal data submitted by the Purchaser for the purposes of the KYC Check shall be subject to the terms of the Privacy Policy.

3.2. A Purchaser shall not be eligible to participate in the ICO and must not purchase K2G tokens if the Purchaser is:

3.2.1. (if the Purchaser is a natural person) below 18 years of age or such higher age of majority prescribed by the applicable laws;

3.2.2. a citizen, resident (tax or otherwise) or a person located or domiciled in the Sanctions Screening by Countries in accordance with the White Paper, namely

Afghanistan, Algeria, Angola, Bangladesh, Bolivia, Burundi, Cambodia, Cameroon, Central African Republic, Chad, Congo, Cote d'Ivoire, Cuba, Egypt, Equatorial Guinea, Eritrea, Ethiopia, Gambia, Guatemala, Guinea, Guyana, Haiti, Iran, Iraq, Kenya, Laos, Lebanon, Liberia, Libya, Maldives, Mauritania, Nicaragua, Niger, North Korea, Palestine, Rwanda, Sierra Leone, Somalia, Sudan, Syria, Tajikistan, Tanzania, Turkmenistan, Uganda, United States, Venezuela, Yemen, Zimbabwe; or

3.2.3. a citizen, resident (tax or otherwise) or a person located or domiciled in any geographic area or country in which your participation in the Token Sale may be prohibited or restricted by the applicable laws (including but not limited to any laws relating to anti-money laundering and combating the financing of terrorism). Each Purchaser is responsible for seeking independent legal advice to ensure that the Purchaser's participation in the ICO and the purchase of K2G tokens is permitted under all applicable laws.

3.3. In the event of a breach (whether actual or suspected) of any provision in this Clause 3, the Company may in its sole and absolute discretion reject, cancel or void any Purchaser's purchase of K2G tokens, and such Purchaser shall hold the Company harmless and indemnified against any loss arising from such rejection, cancellation or avoidance of purchase.

4. CONDITIONS FOR PURCHASING K2G TOKENS IN THE PRE-ICO AND ICO

4.1. Issue and Distribution of K2G tokens.

4.1.1. The Company shall procure that there is at no time more than 600,000,000 K2G tokens in circulation. The Company intends to distribute these K2G tokens as follows: From the maximal 600 M K2G tokens:

- Up to 300 M K2G (50 %) will be distributed to the contributors in the K2G Token Sale;
- Up to 162 M K2G (27 %) from the total will be allocated for the company and have 2-year lock-up;
- Up to 60 M (10 %) from the total will be distributed to the team and have 1-year lock-up;
- Up to 48 M (8 %) from the total will be distributed to the advisors and ambassadors and have 6-month lock-up; and
- Up to 30 M (5 %) from the total will be distributed as referral tokens subject always to any adjustments deemed suitable or necessary by the Company in its sole and absolute discretion. In the event any K2G tokens set aside for the Token Sale remain unsold for any reason, such K2G tokens may be allocated to the reserve fund of the Company.

4.1.2. To protect the value of K2G tokens, the Company may if it deems necessary (as determined in its sole and absolute discretion) destroy any amount of K2G tokens, upon giving prior written notice of such action on the Website. The Company will not generate any new K2G tokens after the completion of the ICO.

4.2. Pre-ICO and ICO

4.2.1. Subject to Clause 4.2.4, the Pre-ICO and the ICO will each commence and end in accordance with the dates and times stated on the Website (as may be updated from time to time).

4.2.2. The price per K2G token, including the applicable discounts and bonuses (if any), during the Pre-ICO and the ICO shall be as stated on the Website (as may be updated from time to time) unless otherwise agreed by the Company in writing. Unless otherwise specified by the Company in writing, the price per K2G token is exclusive of all applicable taxes (including, without limitation, sales, use, withholding and income tax, but excluding tax on the net income of the Company).

4.2.3. The minimum and maximum purchase amount for each purchase transaction during the Token Sale shall be as stated on the Website (as may be updated from time to time).

4.2.4. Suspension or Cancellation

(a) The Company may, in its sole discretion, suspend the Token Sale at any time for security reasons or if required by the applicable laws. Any suspension of the Token Sale shall be deemed to commence immediately after the Company publishes a notice to that effect on the Website. In the event that the Token Sale is suspended, the Company shall have the right to modify, at its sole discretion, any of the dates in these Terms to account for such period of suspension.

(b) The Company may, in its sole discretion, cancel the Token Sale for any reason. Any cancellation of the Token Sale shall be deemed to commence immediately after the Company publishes a notice to that effect on the Website. In the event that the Token Sale is cancelled, the Company shall have no obligation to any Purchaser, save that where payment has been made by the Purchaser for K2G tokens in accordance with these Terms, the Company shall refund such payment, without any interest and net of any transaction, network or exchange fees.

4.3. Procedures and Conditions for Purchase

4.3.1. A Purchaser may purchase K2G tokens directly from the Company during the Pre-ICO or the ICO through the Website or such other location as the Company may specify.

4.3.2. In order to purchase K2G tokens during the ICO, the Purchaser must:

- (a) register using a registration and purchase form available on the Website;
- (b) complete the KYC Checks of the Company to the satisfaction of the Company;
- (c) fully comply with these Terms and all relevant instructions of the Company, as provided on the Website or otherwise notified to such Purchaser from time to time;
- (d) maintain a fully operational and valid Wallet which complies with the requirements prescribed by the Company and whose address has been whitelisted by the Company. K2G tokens purchased during the ICO shall be transferred into the Wallet identified by the Purchaser to the Company.

4.3.3. K2G tokens may be purchased using selected crypto currencies or fiat. All payments for K2G tokens must be made to the Company in accordance with the payment instructions provided by the Company. Failing which, (i) the Purchaser bears

the risk that the Company may not receive the payment, and such payment shall be regarded as invalid, and (ii) the Company shall have no obligation in any form to the Purchaser.

4.3.4. Each Purchaser shall comply with these Terms (in particular, the provisions in this Clause 4.3). The Company shall not be responsible for any delays, losses, costs, non-delivery of K2G tokens or other issues arising from any non-compliance.

4.3.5. Subject to these Terms, the issue and transfer of the K2G tokens to the respective Wallets of the Purchasers will take place as soon as practicable after the completion of the ICO (as determined by the Company in its sole and absolute discretion).

4.3.6. The Pre-ICO soft cap shall be set at Ether equivalent of 3'000'000 EUR. The ICO soft cap shall be set at Ether equivalent of 3'000'000 EUR. In case of the Company's inability to collect the respective soft cap, the Purchaser shall get a refund.

5. REPRESENTATION AND WARRANTIES

5.1. The Purchaser represents and warrants that the Purchaser fully agrees to these Terms. The Purchaser acknowledges that if at any time the Purchaser does not agree to the Terms, the Purchaser may not purchase K2G tokens.

5.2. By participating in the sale of K2G tokens during the Token Sale, the Purchaser represents and warrants to the Company that:

5.2.1. the Purchaser has carefully reviewed these Terms, the White Paper and any other relevant documents and agrees to be bound by these Terms;

5.2.2. the Purchaser understands the costs and benefits of purchasing K2G tokens;

5.2.3. the Purchaser has made an independent investigation and assessment of whether to participate in the Token Sale, and understands and accepts the risks of purchasing K2G tokens (including but not limited to those set out in the Appendix to these Terms);

5.2.4. the Purchaser has, to the extent necessary, consulted with the relevant legal, financial, accounting, and tax professionals in the relevant jurisdictions in making an informed decision for purchasing K2G tokens;

5.2.5. the Purchaser understands that the Company provides no advice and makes no representation as to the tax implication of any jurisdiction, and that the contents of any documents presented by the Company are not intended to provide any tax advice or professional legal advice;

5.2.6. the Purchaser is not subject to any of the restrictions or prohibitions described in Clause 3, and has all requisite powers, authority and legal capacity under the applicable laws to enter into these Terms;

5.2.7. where the Purchaser is not a natural person, the Purchaser has the full right of representation (such as a power of attorney or a duly-certified resolution of the board of directors) to purchase K2G tokens and to accept and enter into these Terms on behalf of the legal entity;

5.2.8. the Purchaser has a sufficient level of understanding of the technical and economic aspects of the Token Sale and K2G tokens, including but not limited to the

understanding of cryptographic tokens (like ETH), smart contracts, cryptographic wallets, blockchain and all other aspect in respect of these Terms in order to understand the benefits and risks of the Token Sale and purchasing of K2G tokens;

5.2.9. the Purchaser understands and accepts that K2G tokens do not represent any ownership right (such as a share or other similar tradeable right), dividend, share of profit or any other rights, and the purchase or ownership of K2G tokens does not constitute a loan to the Company;

5.2.10. the Purchaser acknowledges that, save as set out in these Terms, the Company is not required to provide refund for any reason after the purchase of K2G tokens and that all purchases are final, except as provided in Clause 5.3 hereof;

5.2.11. the Purchaser is able to financially bear the fluctuations in price of K2G tokens;

5.2.12. the Purchaser has received sufficient information by the Company in these Terms, in the White Paper and in any other relevant document in regard to the K2G tokens, all aspects of the Token Sale and the risks related hereto;

5.2.13. the Purchaser acknowledges that the information provided to the Purchaser on the Website, in the White Paper or any other documents, related to the Company, K2G tokens, or the Token Sale, may not be exhaustive and complete, and that the Purchaser should obtain additional information on its own in order to receive more information on the Company, K2G tokens, the Token Sale and the elements of Token Sale, if it is deemed necessary by the Purchaser;

5.2.14. the Purchaser acknowledges that K2G tokens shall be provided on an "as is" basis and without any representation or warranties of any kind; and

5.2.15. the Purchaser is not purchasing K2G tokens for any illegal or non-ethical purpose.

5.3 The Company warrants that in case the Token Sale does not collect the respective soft cap indicated in para. 4.3.6., the Company shall start the refunding process and the Purchaser shall get the refund in full within 15 calendar days after the Token Sale completion.

6. TAXES

6.1. The Purchaser agrees to be fully responsible for the following:

6.1.1. its own tax affairs;

6.1.2. determining and paying the amount of any taxes that the Purchaser may owe as a result of these Terms, the Token Sale and K2G tokens;

6.1.3. collecting, reporting and remitting any such taxes required under any law applicable in respect of the Purchaser; and

6.1.4. declaring, bearing and paying all such taxes, duties, imposts, levies, tariffs and surcharges that might be imposed by the laws and regulations of any jurisdiction as a result of or in connection with the Purchaser's participation in the Token Sale and the receipt, holding, use, purchase, appreciation or trading of K2G tokens.

6.2. Save to the minimum extent required by the applicable laws, the Company shall have no responsibility to collect, report or remit any applicable taxes in connection with these Terms, the Token Sale and K2G tokens.

6.3. The Purchaser must provide all information requested by the Company or which may be necessary for determining taxable status of payments made by the Company, including information evidencing the tax residency of the Purchaser. All such information must be updated, accurate and complete.

6.4. The Purchaser hereby agrees to fully indemnify, defend and hold the Protected Parties harmless from any and all claims, demands, damages, awards, fines, costs, expenses and liability in any way associated with the foregoing obligations or otherwise with respect to any claim, demand or allegation of any tax in any way associated with these Terms, the Token Sale and K2G tokens.

7. SECURITY

The Purchaser shall be responsible for implementing and maintaining adequate security measures for purchasing, storing and using K2G tokens, including the safe-keeping any private keys, identification or access credentials of the Purchaser's Wallet.

8. DISCLAIMERS, LIMITATION OF LIABILITY AND INDEMNITY

8.1. The Terms, the White Paper and any other document made available by the Company during the Token Sale (whether via the Website or otherwise):

9.1.1. are not intended to qualify as a solicitation for investment, as a prospectus or any other offering document, and neither the Pre-ICO nor the ICO are intended to qualify as an offering of securities or any other means of investment in any jurisdiction; and

8.1.2. have not been subject to any regulatory approvals, checks or registration.

8.2. The information contained in or referred to in the White Paper and the Website are of a descriptive nature for information only. In particular, some of this information may be forward looking in nature and based on certain assumptions. Unless expressly stated by the Company in writing, no information contained in or referred to in the White Paper or the Website shall be construed to be part of these Terms nor constitute any representation, warranty or undertaking from the Company.

8.3. To the fullest extent permitted by any applicable law, the Company:

8.3.1. is selling K2G tokens on an "as is" and "as available" basis, without any warranties or representations of any kind, and without prejudice to the generality of the foregoing, the Company expressly disclaims all warranties and representations relating to K2G tokens, whether express or implied, including, without limitation, any

implied warranties of merchantability, fitness for a particular purpose, usage, title and non-infringement;

8.3.2. shall not be liable to any Purchaser for any direct, indirect, special, incidental, consequential or exemplary loss or damage of any kind whatsoever arising directly or indirectly from any of the following:

- (a) any receipt, holding, use, purchase, appreciation or trading of K2G tokens;
- (b) any risk in respect of the Token Sale and the K2G tokens, whether or not set out in the Appendix, which materialises;
- (c) (i) any non-performance, error, interruption or delay in the performance of its obligations under these Terms (or any part thereof),
(ii) any suspension, cancellation or interruption of the Token Sale, or (iii) any inaccuracy, unreliability or unsuitability of the Website if this is due, whether in whole or in part, to a circumstance or event beyond its reasonable control;
- (d) any unauthorised or illegal participation in and purchase of K2G tokens by any person during the Token Sale; and
- (e) any failure by any Purchaser to implement sufficient measures to secure its Wallet or K2G tokens; and

8.3.3. shall not be liable to each Purchaser, in aggregate, for more than the total sum paid by that Purchaser to the Company during the Token sale.

8.4. To the fullest extent permitted by any applicable law, the Purchaser shall indemnify, release and hold harmless the Protected Parties from any damage, loss, expense, fine, penalty or liability of any kind arising from or relating to:

8.4.1. any act or omission by the Purchaser that is or constitutes negligent, unlawful or willful conduct;

8.4.2. the Purchaser's breach of any warranty, representation or any other obligation set forth in these Terms; and

8.4.3. any enquiries or enforcement actions, in relation to the Purchaser, by the relevant regulatory or supervisory authorities.

9. INTELLECTUAL PROPERTY

9.1. All Intellectual Property Rights in and to Website, go2solution products and K2G tokens, including their constituent elements, shall at all times belong to the Company and the respective third-party proprietors. Save as set out in Clause 10.2, no Intellectual Property Rights are granted directly, by implication or otherwise by the Company or the relevant third-party proprietor.

9.2. The Company grants each Purchaser a limited permission to electronically copy and to print in hard copy the White Paper, these Terms and portions of any other document relating to the ICO which is presented on the Website for the sole purpose of purchasing and managing any purchase of K2G tokens. All other use of the foregoing materials without the prior written permission of the Company is strictly prohibited.

10. TERMINATION

10.1. The Company reserves the sole and absolute discretion to terminate the agreement entered into by the Parties pursuant to these Terms at any time and for any reason with a prior notice sent to the Purchaser to the contact means/email that the Purchaser has provided.

10.2. The termination of the agreement entered into by the Parties pursuant to these Terms for any reason shall not affect any rights, remedies, obligations, or liabilities that have accrued up to the date of termination, including the right to claim damages in respect of any breach which existed at or before the date of termination. Further, on termination, provisions in these Terms which are by their nature intended to survive shall continue in full force and effect.

11. ENTIRE AGREEMENT

11.1. These Terms set forth the entire agreement between the Parties with respect to the Token Sale and the sale and purchase of K2G tokens. These Terms shall supersede and extinguish all previous agreements, promises, assurances, warranties, representations and understandings between the Parties, whether written or not, relating to its subject matter.

11.2. Each Purchaser agrees and acknowledges that:

11.2.1. it has relied solely on these Terms and the White Paper in deciding to purchase K2G tokens, but these Terms govern the Token Sale and any purchase of K2G tokens from the Company;

11.2.2. these Terms (including the Appendix and any terms incorporated by reference) alone govern the Token Sale;

11.2.3. the Purchaser has not relied on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in these Terms; and

11.2.4. save for these Terms, the Purchaser has not relied on any statement, representation, assurance or warranty (whether made innocently or negligently) that is contained in the White Paper or any other document issued by the Company, and these documents shall not have any legal effect on the Purchaser's participation in the Token Sale.

12. GENERAL PROVISIONS

12.1. Amendment. The Company may, at its sole discretion, amend any provision in these Terms, any terms incorporated by reference, and the White Paper, at any time with or without notice to the Purchasers. All such amendments shall become binding

on the Purchaser as of the moment of posting the link to the updated document on the Website.

12.2. Assignment. The Purchaser may not assign, transfer or deal in any other manner with its rights and obligations under these Terms (including without limitation the right to claim any K2G tokens purchased) without the prior written consent of the Company. The Company may, without notice to the Purchaser, freely assign, delegate, sub-contract or otherwise transfer its rights and obligations under these Terms to any related corporation, affiliate, company with whom the Company may merge or transfer its assets and undertakings.

12.3. Waiver. No waiver of any term, provision or condition of these Terms by the Company shall be effective unless such waiver is evidenced in writing and signed by the Company. No omission or delay on the part of the Company in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or privilege preclude any other or further exercise thereof or of any other right, power or privilege. The rights and remedies herein provided are cumulative and not exclusive of any rights or remedies provided by law.

12.4. Language. In the event that these Terms are translated or entered into in any language other than English, the English language version of these Terms shall govern and shall take precedence over the translated version.

12.5. Partnership. Participating in the Token Sale or purchasing K2G tokens does not create any form of partnership, joint venture or any other similar relationship between the Parties.

12.6. Severance. If at any time any provision of these Terms is or becomes illegal, invalid or unenforceable in any respect, the legality, validity and enforceability of the remaining provisions of these Terms shall not be affected or impaired thereby, and shall continue in force as if such illegal, invalid or unenforceable provision was severed from these Terms.

12.7. Rights of Third Parties. Except as otherwise provided herein, no person, other than the Parties, and the Company's related corporations, shall have any right to enforce any provision of these Terms.

12.8. Notices. The Purchaser agrees and acknowledges that all agreements, notices, disclosures, and other communications that the Company provides to it, including these Terms, will be in electronic form.

13. GOVERNING LAW AND DISPUTE RESOLUTION

13.1. These Terms and any non-contractual obligations arising out of or in connection with these Terms will be governed by and construed in accordance with the laws of Principality of Liechtenstein.

13.2. Any controversy or dispute arising between the Parties in connection with this Contract or the Services provided hereunder, or their payment (hereinafter "the Disputes") shall be settled by negotiations between the Parties.

14.3. If the Dispute cannot be settled by negotiations between the Parties, such Dispute shall be settled by the competent court of Liechtenstein.

APPENDIX RISKS

There are a number of risks that may materially and adversely affect a Purchaser's participation in the Token Sale. Although some of these risks have been described in this Appendix, the information in this Appendix should not be taken as comprehensive or exhaustive. Please note that all risks described in this Appendix as applying to the ICO will apply both to the Pre-ICO and the ICO.

1. The participation in the ICO and purchase of K2G tokens carries significant risk. If any of the risks outlined below materialises, it could have a severe negative impact on the ICO or the Company (including but not limited to the impossibility of continuing a business or the bankruptcy of the Company) and the Purchasers may lose all the funds used to participate in the ICO.

2. Cryptocurrencies and financing through cryptographic tokens, such as initial coin offerings, are being, or may be, subject to regulatory control by various regulatory bodies within different jurisdictions. The approach by the regulators towards the cryptocurrencies, cryptographic tokens and initial coin offerings sales may change rapidly. The Company could be affected by the regulatory enquiries or actions in different jurisdictions from time to time which could impede or limit the ability to carry out the ICO, allow respective Purchasers from different jurisdictions to participate in the ICO or continue the development of the go2solution product. This uncertainty significantly rises the risks connected with participating in the ICO or with the acquisition and use of K2G tokens.

3. The Company does not and is unable to advise the Purchasers on the relevant considerations in respect of their respective individual circumstances. Prior to purchasing K2G tokens or participating in the ICO, the Purchaser must carefully consider the risks involved (including but not limited to those stated in these Terms, the White Paper, the Website or any other relevant document) and, to the extent necessary, with the relevant legal, financial, accounting, and tax professionals in the relevant jurisdictions. Failing which, the Purchaser may face legal or tax exposures.

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4. There is a risk in regard to the changes to the legislation and taxes as well as to the interpretation of the legislation and the taxable status of the ICO and K2G tokens by the respective regulators and authorities.
 5. The ICO or go2solution product may face limited public interest, which may reduce the utility of K2G tokens and adversely affect the development and maintenance of go2solution product.
 6. Although K2G tokens are intended to be placed for trading on a secondary market for utility tokens after the ICO, the Company cannot guarantee this and makes no representation or warranty in respect of the foregoing. The circulation and trading with K2G tokens after the ICO on the secondary market depends whether K2G tokens are admitted to trading by the respective secondary market exchange provider. There is a risk that K2G tokens will not become available for trading on the secondary market.
 7. There is a risk of lack of stability and functioning of the secondary market exchanges for the cryptocurrencies as these exchanges are new and unregulated. This makes the secondary market exchanges more vulnerable to the cases of fraud, business or technical failure or new regulations limiting their functioning. There is also a risk that an active trading market for K2G tokens will not develop or sustain.
 8. There is a risk that the price of K2G tokens could experience extreme volatility from time to time as the cryptographic tokens are and have been subject to extreme fluctuations in price. The volatility of K2G tokens could differ between different jurisdictions as a result of approach towards the cryptographic tokens and initial coin offerings by the respective regulators within these jurisdictions.
 9. The Website, the White Paper, these Terms and any other document related to the ICO may include forward-looking statements, including expected technical or economic results. There is a risk that these forward-looking statements differ significantly as there is a possibility that the predictions in the forward-looking statements will not occur. Thus, the Purchasers should not base their expectations for future success or failure or on the forward-looking statements.
 10. The K2G software is developed on the Ethereum blockchain. Being an open source project, the Ethereum software could be updated or amended from time to time by anyone and it is not possible to foresee the impact of such update or amendment on the Ethereum software or K2G developed on the software. However, any update or amendment to the Ethereum software or blockchain could lead to unexpected outcome that could have significant effect on K2G tokens.
 11. There is a risk that K2G tokens, go2solution product, Wallets, the Website, any secondary market, or any other website are open to attacks by hackers which could result for the Purchaser or the Company in losing any of the cryptographic currencies

or other tokens (including but not limited to K2G tokens) or have severe impact on the ICO.

12. There is a risk that anyone may introduce weaknesses or bugs into the core infrastructural elements of K2G tokens causing the loss, destruction or theft of K2G tokens.

13. There is a risk of the theft of K2G tokens and cryptographic currencies which are transferred between the Company and the Purchaser.

14. There is a risk that:

(a) the go2solution may not be developed in the manner and to the extent as described in the White Paper regardless of the amount of funds raised within the ICO;

(b) the go2solution product will not be launched as developed by the developer; and/or

(c) a blockchain utilizing or adopting go2solution product will be launched or a blockchain will ever be launched with or without changes to the go2solution product and with or without a distribution matching the fixed, non-transferable K2G balances.

15. There are unknown amount of technical risks and uncertainties related to the ICO, the cryptocurrencies, K2G tokens and any other element of the ICO.