

SPHTX Token Distribution Terms

PLEASE READ THESE TOKEN DISTRIBUTION TERMS CAREFULLY. IF YOU DO NOT AGREE TO THESE TERMS, DO NOT PARTICIPATE IN THE SPHTX TOKEN DISTRIBUTION AND DO NOT VISIT THE WEBSITE WWW.SOPHIATX.COM

The following Terms and Conditions ("*Terms*") set forth general rules and procedures for (i) the token generating event ("*TGE*"), during which ERC-20 based SPHTX cryptographic tokens will be created and acquired by the participants in this TGE ("*Participant(s)*") and (ii) the subsequent replacement of these ERC-20 based SPHTX cryptographic tokens by proprietary SPHTX cryptographic tokens and their distribution to the Participants by SophiaTX, občianske združenie ("*SophiaTX*"). For the purposes of these Terms the term "*SPHTX*" shall include ERC-20 based SPHTX cryptographic tokens as well as proprietary SPHTX cryptographic tokens, which will replace the ERC-20 based SPHTX cryptographic tokens, once SophiaTX open source software blockchain ("*SophiaTX Blockchain*") has been launched.

The SophiaTX Blockchain is aiming to expand the possibilities of enterprise applications with the trust and security associated with blockchain technology.

The SophiaTX Blockchain will be fuelled by SPHTX, which will be used to cover mining and transaction fees, allowing access and subscription to the development platform, marketplace, and in-app purchases. It is designed for trading assets or micro-assets and services, know how, process maps and blueprints, integration, and professional consulting services to enable accelerated adoption and use. SPHTX are required for the proper operation and comprehensive utilization of the SophiaTX Blockchain. SPHTX is not a financial or securities instrument. It is proprietary software made for mere participatory access to and use of the website www.sophiatx.com and the SophiaTX Blockchain.

During the TGE, SPHTX are created as ERC-20 cryptographic tokens on the Ethereum protocol. Later after the TGE and once SophiaTX Blockchain has been launched, the ERC-20 based SPHTX will be replaced by final proprietary SPHTX. The Participants shall within a period announced by SophiaTX remit/redeem their ERC-20 based SPHTX, otherwise they cease to exist. At that point the Participants that received the ERC-20 based SPHTX shall receive the final proprietary tokens SPHTX and the ERC-20 based SPHTX will be burnt.

In order to secure the development of respective software, SophiaTX will engage Equidato Technologies AG, a company focused on the integration of blockchain with enterprise applications, such as SAP, IoT sensors, smart printing, and other advanced technologies forming the 'industries of the future' eco-system. However, it may also engage any of its affiliates or a third party. The group of developers and other personnel which is now, or will be, engaged by SophiaTX is termed the "SophiaTX Team".

These Terms describe the process of donations of Participants, the perpetual coordinated spontaneous creation of SPHTX and distribution of SPHTX to Participants. Parties may be interested in making grants to the software development and then receiving SPHTX in the TGE to build and power business applications or to support the development of the SophiaTX Blockchain. Individuals, businesses, and other organizations should carefully weigh the risks, costs and benefits of acquiring the SPHTX early in the TGE versus waiting to purchase SPHTX on open, third-party exchanges once the system is operational and when they or their businesses actually require the SPHTX to operate.

No guarantee shall be given to Participants that the project of SophiaTX/SPHTX token creation will be successful, SophiaTX Blockchain/SPHTX token will be created or that SPHTX will keep its value in time. As such, the donations are to be granted without any claim to obtaining any consideration, reward, deliverables or value in any form or amount from SophiaTX or other stakeholders.

The donations of the Participants during the TGE may be performed through coins and tokens defined by SophiaTX. Accepted coins and tokens include BTC, DCT and ETH and other alternative cryptographic coins and tokens, if Sophia TX decides to treat these alternative cryptographic coins and tokens acceptable for TGE purposes ("*Accepted Coins and Tokens*").

These Terms are not a solicitation for investment and do not pertain in any way to an offering of securities or any other financial or non-financial regulated instruments in any jurisdiction. No specific regulatory framework, reliable experience or legal precedence exists in the Slovak Republic regarding the TGE or crypto token distribution. As such, it is not possible to exclude that some official authorities might be willing to interpret the activities described in these Terms in a restrictive manner and make them subject to regulatory restrictions.

IMPORTANT

Ownership of SPHTX carries no rights express or implied. Acquisition of SPHTX are non-refundable. Participants should have no expectation of influence over governance of the SophiaTX Blockchain.

By participating in the acquisition of SPHTX, the Participant expressly acknowledges and represents that the Participant has carefully reviewed these Terms, and fully understands the risks, costs, and benefits of acquisition of SPHTX and agrees to be bound by these Terms. As set forth further below, the Participant further represents and warrants that, to the extent permitted by law, the Participant is authorized to obtain SPHTX in the relevant jurisdiction and is of a legal age to be bound by these Terms.

The Participant expressly acknowledges and agrees that to the fullest extent permitted by any applicable law, the Participant will not hold SophiaTX, its members, nor its statutory representatives, its officers, directors, agents, joint ventures, employees, its suppliers, nor any of the developers (including, but not limited to, Equidato Technologies AG), who have programmed or contributed to SophiaTX Blockchain source code and development and launching of SophiaTX Blockchain (until now or in the future) and any other member of the SophiaTX Team (collectively the "*SophiaTX Parties*") liable for any losses or any damages arising out of, or in any way connected to the acquisition of SPHTX.

WARNING: THE PARTICIPANT SHOULD NOT GRANT THE DEVELOPMENT OF SOPHIATX BLOCKCHAIN AND NOT OBTAIN SPHTX IF THE PARTICIPANT IS NOT AN EXPERT IN DEALING WITH CRYPTOGRAPHIC TOKENS AND BLOCKCHAIN-BASED SOFTWARE SYSTEMS

Acquisitions of SPHTX should be undertaken only by individuals, entities, or companies that have experience with, and understanding of, the usage and intricacies of cryptographic tokens, like Accepted Coins and Tokens, and blockchain-based software systems.

While the SophiaTX Team will provide general guidelines for user usage and storage of SPHTX before the SophiaTX Blockchain becomes operational, Participants should have functional understanding of storage and transmission mechanisms associated with other cryptographic

tokens. While the SophiaTX Team will be available to assist Participants who obtain SPHTX during and after the acquisition, SophiaTX will not be responsible for lost Accepted Coins and Tokens nor SPHTX resulting from actions taken by, or omitted by Participants or any third parties. Note, in particular, that Participants should take great care to write down their wallet password and not lose it, so as to be sure that they will be able to access their SPHTX when it becomes available.

If the Participant does not have such experience or expertise, then the Participant should not obtain SPHTX.

WARNING: CRYPTOGRAPHIC TOKEN VALUE MAY EXPERIENCE EXTREME VOLATILITY

Cryptographic tokens that possess value in public markets, such as BTC or ETH, have demonstrated extreme fluctuations in value over short periods of time on a regular basis. A Participant should be prepared to expect similar fluctuations, both down and up, in the value of SPHTX. Such fluctuations are due to market forces and represent changes in the balance of supply and demand. Therefore, no guarantee shall be given that SPHTX will have or keep any value in time. SophiaTX cannot and does not guarantee market liquidity for SPHTX and therefore there may be periods of time in which SPHTX is difficult to buy. The value of SPHTX will depend on the future existence of a market for this token, demand and market value. Additionally, due to different regulatory dictates in different jurisdictions and the inability of citizens of certain countries to open accounts at exchanges located anywhere in the world, the liquidity of SPHTX may be markedly different in different countries and this would likely be reflected in significant value discrepancies.

By acquiring SPHTX, the Participant expressly acknowledges and represents that the Participant fully understands that SPHTX may experience volatility in value.

WARNING: THE ACQUISITION OF SPHTX HAS A NUMBER OF RISKS

The acquisition of SPHTX carries with it a number of risks. Prior to acquisition of SPHTX, the Participant should carefully consider the risks listed below and, to the extent necessary, consult an appropriate lawyer, accountant, or tax professional. If any of the following risks are unacceptable to the Participant, the Participant should not obtain SPHTX. By acquisition of SPHTX, and to the extent permitted by law, the Participant agrees not to hold any of the SophiaTX Parties liable for any losses or any special, incidental, or consequential damages arising from, or in any way connected, to the acquisition of SPHTX, including losses associated with the risks set forth herein.

1. What is SophiaTX Blockchain?

- 1.1. The SophiaTX Blockchain is a proprietary blockchain focusing on integrating blockchain with major ERP, CRM, and SCM systems such as SAP aiming to expand the possibilities of enterprise applications with the trust and security that comes with blockchain technology.
- 1.2. The core of the SophiaTX Blockchain are true peer-to-peer transparent and trusted information exchanges, which provide a comprehensive set of tools allowing developers to build and publish applications, which utilize the power of the blockchain and distributed data integrated with ERP and CRM solutions.
- 1.3. SophiaTX Blockchain shall contain the following three major components:

- (i) A blockchain designed and built specifically for business environment
- (ii) A development platform with integration APIs to enterprise applications such as SAP
- (iii) A marketplace for both industrial companies and a global community of experts, consultants, and developers to buy and sell apps

2. Principles and timing of TGE

2.1. SophiaTX will conduct the TGE under the following principles.

- (i) The TGE will be organized in five rounds.
- (ii) Each round will generate 30,000,000 token.
- (iii) A new round begins when 30,000,000 tokens have been generated in the current round, or after an estimated 48 hours (based on the Ethereum block time) from the start of the previous round.
- (iv) The token value increases in each round by 10% compared to the previous round.
- (v) The final round includes all remaining tokens.

2.2. The TGE will begin at approximately 14:00:00 UTC on Thursday 7 December 2017 (to clearly determine the exact start of the TGE the specific UTC time shall be confirmed at least one (1) hour prior to start of the TGE).

2.3. The TGE will run for ten (10) days and will end approximately at 13:59:59 UTC on 17 December 2017 (to clearly determine the exact end of the TGE the specific UTC time shall be confirmed at least one (1) hour prior to end of the TGE).

2.4. SophiaTX reserves the right to change the date when the TGE will begin and further reserves the right to extend the acquisition duration for any reason, including the non-availability of the website <https://www.sophiatx.com/> or other unforeseen security or procedural issues. Though it does not currently anticipate doing so, SophiaTX also reserves the right to shorten the acquisition duration for any reason. SophiaTX reserves the right further to accept, in addition to Accepted Coins and Tokens, other alternative cryptographic tokens subject to individual assessment.

2.5. A detailed description of the TGE and the process of the SPHTX distribution is specified in the SophiaTX Whitepaper.

2.6. In order to be eligible to participate in the TGE, the Participant must have an Ethereum wallet that supports the ERC-20 token standard in order to receive any tokens. SophiaTX reserves the right to prescribe additional guidance regarding specific wallet requirements.

3. Acceptance of the Terms of SPHTX acquisition

3.1. As a first step in the acquisition process, SophiaTX will present the Participant with these Terms, and associated documents, along with a checkbox. By clicking the checkbox (or checkboxes), the Participant:

- (a) Acknowledges that they have read and understood the Terms and the SophiaTX Whitepaper and accepts these and agrees to be bound by them. If the Participant does not agree (or cannot comply) with the Terms, they should not proceed with the registration
- (b) Represents and warrants that the Participant is not a citizen or resident of USA, China or any geographic area in which cryptographic token is considered security or other regulated instrument or; acquiring of cryptographic tokens in possession and exchanging them for other cryptographic tokens, money or regulated instruments is restricted by law or regulatory bodies, or is subject to special permission, license or regulatory framework or; cryptographic tokens are not legal; or access to or use of the cryptographic tokens is prohibited by applicable law, decree, regulation, treaty or any administrative act. If the Participant is a citizen or resident of such a jurisdiction, they must not use the services provided by the SophiaTX Blockchain. Each user of the SophiaTX Blockchain shall bear its own legal and financial risks of using SophiaTX Blockchain and cryptographic tokens
- (c) Represents and warrants that the Participant is legally permitted to donate Accepted Coins and Tokens to SophiaTX in the Participant's jurisdiction
- (d) Represents and warrants that the Participant is legally permitted to obtain SPHTX in the Participant's jurisdiction
- (e) Represents and warrants that the Participant is of a sufficient age to legally donate Accepted Coins and Tokens to SophiaTX
- (f) Represents and warrants that the Participant is of a sufficient age to legally obtain SPHTX
- (g) Represents and warrants that the Participant has sufficient understanding of technical, financial and business matters including cryptographic tokens
- (h) Represents and warrants that the Participant will take sole responsibility for any restrictions and risks associated with the acquisition of SPHTX as set forth below
- (i) Represents and warrants that Participant is not donating Accepted Coins and Tokens to SophiaTX for the purpose of speculative investment
- (j) Represents and warrants that the Participant is acquiring SPHTX for the use of decentralized application services or the purchase of tokens specific to forthcoming decentralized applications on the SophiaTX Blockchain, or to facilitate development, testing, deployment and operation of decentralized applications on the SophiaTX Blockchain
- (k) Represents and warrants that the Participant obtained sufficient information about the tokens, the SophiaTX Blockchain and the blockchain ecosystem to make an informed decision to participate in the TGE and SPHTX distribution
- (l) Represents and warrants that the Participant has an understanding of the usage and intricacies of cryptographic tokens, like Accepted Coins and Tokens, and blockchain-based software systems

- (m) In the case of donation on behalf of any legal entity or natural person, represents and warrants that (i) the person acting on behalf of such subjects is authorized to accept the Terms on behalf of such subject (ii) such subjects will be responsible for any breach of the Terms and (iii) such subject is duly organized and validly existing under the applicable laws of the jurisdiction of its organization
- (n) Represents and warrants, that Accepted Coins and Tokens which will be donated to SophiaTX were not acquired by the Participant as a result of crime or any other illegal activity

3.2. The Participant acknowledges and agrees that if any of the relevant circumstances change such that the above representations are no longer accurate, that the Participant will immediately cease using SophiaTX Blockchain and any related services.

4. Fraudulent attempts to double-spend Accepted Coins and Tokens

4.1. SophiaTX may monitor all potential transactions for fraudulent attempts to double-spend Accepted Coins and Tokens. Any detected double-spend will result in no SPHTX distributed to the associated wallet address.

5. Obligation to determine If Participant can obtain SPHTX in Participants' jurisdiction

5.1. The TGE and distribution of SPHTX might constitute the transfer of a legal software product under Slovak law. It is the responsibility of each potential Participant who obtains SPHTX to determine if the Participant can legally obtain SPHTX in the Participant's jurisdiction.

6. Taxation of SPHTX and taxation related to the TGE and SPHTX distribution

6.1. SophiaTX makes no representations concerning the tax implications of the receipt, transfer, possession or use of SPHTX. The Participant bears the sole responsibility of determining if the donation with Accepted Coins and Tokens and the distribution of SPHTX or the potential appreciation or depreciation in the value of SPHTX over time has tax implications for the Participant in the Participant's home jurisdiction.

6.2. By obtaining SPHTX, and to the extent permitted by law, the Participant agrees not to hold any of the SophiaTX Parties liable for any tax liability associated with or arising from the acquisition of SPHTX.

7. Certain risks associated with the SPHTX

7.1. The acquisition of cryptographic tokens, including SPHTX, carries with it significant risks. Prior to obtaining SPHTX, the Participant should carefully consider the risks outlined below and, to the extent necessary, consult with a lawyer, accountant, or tax professionals prior to participating in the TGE. Neither of the following scenarios/ cases shall constitute the Participant's claim for the withdrawal or refund of donated investments.

(a) Risk of dissolution of the SPHTX project due to a diminishing value of Accepted Coins and Tokens

It is possible that the value of Accepted Coins and Tokens will decrease in the future, depriving SophiaTX of sufficient resources to continue its operation.

(b) Risks associated with the Ethereum protocol.

Since ERC-20 tokens are based on the Ethereum protocol, any malfunction or breakdown of the Ethereum protocol may have a material adverse effect on the TGE and distribution of SPHTX.

(c) Risk of losing access to SPHTX due to loss of password

SPHTX will be stored in a wallet, which can only be accessed with a password of the Participant. Therefore, Participants must safely store their password and protect the access to their wallets. If a Participant who obtains SPHTX does not maintain an accurate record of their password or otherwise loses access to their wallet, this will lead to the loss of SPHTX.

(d) Risk of unauthorized access to a wallet

Gaining access to the Participant's wallet by any third party (e.g. via deciphering or cracking the Participant's password) might lead to the loss of SPHTX. To guard against any improper access to the wallet, the Participant should: (i) select a highly secure password for the Participant's SPHTX wallet; and (ii) store any backup copies in safe place.

The Participant must take care not to respond to any inquiry regarding their acquisition of SPHTX, including but not limited to, email requests purportedly coming from the info@sophiatx.com or similar looking domain.

(e) Risk of mining attacks

Cryptographic technologies are susceptible to attacks by miners in the course of validating token transactions on the blockchain, including, but not limited, to double-spend attacks, majority mining power, Sibyl and selfish-mining attacks. Such activities represent a risk to the blockchain ecosystem and the tokens.

(f) Risk of regulatory action in one or more jurisdictions

Cryptographic tokens have been the subject of regulatory scrutiny by various regulatory bodies around the globe. Although there does not currently exist in Slovak law any specific legal framework governing activities similar to TGE or SPHTX distribution, the SophiaTX Blockchain, SophiaTX and SPHTX could be impacted by one or more regulatory inquiries or regulatory action, which could impede or limit the ability of SophiaTX to continue to develop the SophiaTX Blockchain.

(g) Risks arising from taxation

So far, the tax regulation and treatment of cryptographic tokens is unclear and may significantly vary in respective jurisdictions. Therefore, Participants must seek their own tax advice in connection with participating in the TGE and subsequent distribution of SPHTX, all of which may result in adverse tax consequences for the Participants, including withholding taxes, income taxes and tax reporting requirements.

(h) Risk of alternative, unofficial SophiaTX networks

Following the TGE and the development of the initial version of the SophiaTX Blockchain (i.e., version 1.0), it is possible that alternative unofficial SophiaTX-based networks could be

established, which utilize the same open source code and open source protocol underlying the SophiaTX Blockchain. The official SophiaTX network may compete with these alternative unofficial SophiaTX-based networks, which could potentially negatively impact the SophiaTX Blockchain and SPHTX. SophiaTX may gain a competitive advantage by being the party that developed the SophiaTX Blockchain, but such advantages are far from absolute.

(i) Risk of insufficient interest in the SophiaTX Blockchain or distributed applications

It is possible that the SophiaTX Blockchain will not be used by a large number of external businesses, individuals, and other organizations and that there will be limited public interest in the creation and development of distributed applications. Such a lack of interest could impact the development of the SophiaTX Blockchain and potential uses of SPHTX. SophiaTX and Equidato Technologies AG, as the developer helping to build the SophiaTX Blockchain, might work with other third-parties around the world to create an interest in the SophiaTX Blockchain. However, it cannot predict the success of its own development efforts or the efforts of other third parties.

(j) Risk associated with the development of other blockchains for decentralized applications

SophiaTX is one of several organizations, companies, and groups, attempting to build a blockchain, which would facilitate the creation and deployment of decentralized applications. It is possible that different technical paradigms than the ones being used in the current SophiaTX Blockchain implementation are optimal.

While SophiaTX anticipates being a leader in the development of this technology, competition from these alternative blockchains for decentralized applications may impact the success of the SophiaTX project and the ability of SophiaTX to operate and transfer SPHTX in the future.

(k) Risk that the SophiaTX Blockchain, as developed, will not meet the expectations of the Participant

The Participant recognizes that the SophiaTX Blockchain is currently under development and may undergo significant changes before release. The Participant acknowledges that any expectations regarding the form and functionality of the SophiaTX Blockchain held by the Participant may not be met upon release of the SophiaTX Blockchain, for any number of reasons including a change in the design and implementation plans and execution of the implementation of the SophiaTX Blockchain.

(l) Risk that the SophiaTX Blockchain may never be completed or released

The Participant understands, that while the SophiaTX Team will make reasonable efforts to complete the SophiaTX Blockchain and related software, it is possible that an official completed version of the SophiaTX Blockchain may not be released and there may never be an operational SophiaTX Blockchain.

(m) Risk of theft

Hackers or other groups or organizations may attempt to steal the Accepted Coins and Tokens proceeds from the TGE, thus potentially impacting the ability of SophiaTX to develop the SophiaTX Blockchain and operate SophiaTX. To account for this risk, SophiaTX has and will continue to implement comprehensive security precautions to safeguard the Accepted

Coins and Tokens obtained in the TGE. However, such precautions cannot fully mitigate the risk.

(n) Risk of security weaknesses in the SophiaTX Blockchain core infrastructure software

The SophiaTX Blockchain shall represent an open-source software, and there is a risk that the SophiaTX Team, or other third parties not directly affiliated with the SophiaTX Parties, may introduce weaknesses or bugs into the core infrastructural elements of the SophiaTX Blockchain causing the system to lose SPHTX stored in one or more Participant accounts or other accounts or lose sums of other valued tokens issued on the SophiaTX Blockchain.

SophiaTX has taken steps to build, maintain, and secure the infrastructure of the SophiaTX Blockchain, and will continue to do so. For example, SophiaTX intends to hire external consultants on a periodic basis to assess and audit the security of the SophiaTX Blockchain and will work with cryptography and security experts to develop and use leading practices to audit the SophiaTX Blockchain.

(o) Risk of weaknesses or exploitable breakthroughs in the field of cryptography

Cryptography can advance over time in code cracking, or technical advances such as the development of quantum computers, could present risks to cryptographic tokens and the SophiaTX Blockchain, which could result in the theft or loss of SPHTX. To the extent possible, SophiaTX intends to update the protocol underlying the SophiaTX Blockchain to account for any advances in cryptography and to incorporate additional security measures, but it cannot predict the future of cryptography or the success of any future security updates.

(p) Risk of rapid adoption and increased demand for SPHTX

If the SophiaTX Blockchain is rapidly adopted, the demand for SPHTX could rise dramatically and at a pace that exceeds the rate with which SPHTX miners can create new SPHTX tokens. Under such a scenario, the entire SophiaTX Blockchain could become destabilized, due to the increased cost of running distributed applications. In turn, this could decrease interest in the SophiaTX Blockchain and SPHTX.

(q) Risks associated with adoption of new legal regulation

So far only a limited number of jurisdictions have adopted any legislative framework for the use of blockchain technologies and cryptographic tokens. However, any new legislation might have an adverse effect in affected jurisdictions. The new laws and regulations are frequently costly to comply with and may require a significant portion of resources which might lead to use of the SophiaTX Blockchain or connected services.

8. Participation in TGE is non-refundable

8.1. All donations of Accepted Coins and Tokens provided via the TGE are final and non-refundable. By providing the donation the Participant acknowledges that neither SophiaTX nor any other of the SophiaTX Parties are required to provide a refund for any reason, and that the Participant will not receive money or any other compensation for any donation that will not be used as cryptofuel or will remain unused.

9. Privacy

- 9.1. Although SophiaTX requires that Participants provide an email address, SophiaTX will not publish any identifying information related to an SPHTX acquisition, without the prior written consent of the Participant.
- 9.2. SophiaTX may contact the Participants by email regarding verification of a Participant.
- 9.3. By agreeing to these Terms Participants acknowledge that they have read and understood the detailed information about how SophiaTX collects and processes information about individuals described in the TGE Privacy Policy which is available on the following SophiaTX website https://www.sophiatx.com/storage/web/SophiaTX_Privacy_Policy_180523_EY.pdf?t=1527171255.

10. **Disclaimer of warranties**

- 10.1. The Participant expressly agrees that the Participant is obtaining SPHTX at the Participant's sole risk and that SPHTX 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). Without limiting the foregoing, none of the SophiaTX Parties warrant that the process for obtaining SPHTX will be uninterrupted or error-free.
- 10.2. The Participant acknowledges and agrees that SophiaTX is not responsible for the action of its business partners. The Participant also acknowledges and agree that SophiaTX is not responsible for any exchange of SPHTX.
- 10.3. The Participant acknowledges and agrees that part of the Accepted Coins and Tokens obtained by SophiaTX during the TGE can be used in order to secure ongoing operations of SophiaTX and the project described.

11. **Liability waiver and limitations**

- 11.1. The Participant 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 whatsoever caused by or related to use of, or inability to use, SPTHX or the SophiaTX Blockchain under any cause or action whatsoever of an kind in any jurisdiction, including, without limitation, actions for breach of warranty or breach of contract and that none of the SophiaTX Parties shall be liable for any damages, including for loss of profits, goodwill or data, in any way whatsoever arising out of the use of, or inability to use, or obtain of, or inability to obtain SPHTX.
- 11.2. The Participant further specifically acknowledges that SophiaTX Parties are not liable and the Participant agrees not to seek to hold any of the SophiaTX Parties liable for the conduct of the third parties including other Participants and that the risk of obtaining and using SPHTX or SophiaTX Blockchain rests entirely with the Participant.
- 11.3. To the extent permissible under applicable laws, under no circumstances will any of the SophiaTX Parties be liable to any Participant for more than half of the amount the Participant has donated to SophiaTX in respect to SophiaTX project.
- 11.4. 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 limitation in this section and elsewhere in these Terms may not apply to a Participant. In particular, nothing in these

Terms shall affect the statutory rights of any Participant or exclude injury arising from any willful misconduct or fraud of SophiaTX.

12. **Jurisdiction of the donation**

- 12.1. The legal entity conducting the TGE and SPHTX distribution, SophiaTX, is organized in the Slovak Republic, under the laws of the Slovak Republic. The TGE and whole transfers (donations of Accepted Coins and Tokens and acquisition of SPHTX) according to these Terms are fully governed by laws of the Slovak Republic.

13. **Dispute resolution**

- 13.1. All disputes arising from these Terms and transactions according to these Terms, including disputes about its validity, interpretation or termination, shall be resolved by the competent Slovak courts.

14. **Force majeure**

- 14.1. SophiaTX is not liable for failure to perform solely caused by unavoidable casualty, delays in delivery of materials, embargoes, government orders, acts of civil or military authorities, acts by common carriers, emergency conditions (including weather conditions) incompatible with safety or good quality workmanship, or any similar unforeseen event that renders performance commercially implausible. If an event of force majeure occurs, SophiaTX may suspend the TGE, in whole or part, for the duration of the force majeure circumstances.

15. **Complete agreement**

- 15.1. These Terms set forth the entire understanding between each Participant and SophiaTX with respect to the transfer of SPHTX and donation of Accepted Coins and Tokens.
- 15.2. The Participant agrees to rely only on these Terms when taking a decision on participating in the TGE and SophiaTX project and understands that only these Terms govern the donation of Accepted Coins and Tokens and other elements of the TGE and supersede any public statements about the TGE made by third parties or by SophiaTX Team or individuals associated with any SophiaTX Parties, past and present.
- 15.3. The website <https://www.sophiatx.com/> is created in various languages. In the event of any discrepancies between the language versions the English version shall prevail.

16. **Severability**

- 16.1. The Participant and SophiaTX agree that if any portion of these Terms 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, which shall continue to be in full force and effect.

17. **No waiver**

- 17.1. The failure of SophiaTX to require or enforce strict performance by the Participant of any provision of these Terms or SophiaTX's failure to exercise any right under Terms shall not be

construed as a waiver or relinquishment of SophiaTX's right to assert or rely upon any such provision or right in that or any other instance.

- 17.2. The express waiver by SophiaTX of any provision, condition, or requirement of these Terms shall not constitute a waiver of any future obligation to comply with such provision, condition or requirement.
- 17.3. Except as expressly and specifically set forth in these Terms, no representations, statements, consents, waivers, or other acts or omissions by SophiaTX shall be deemed a modification of these Terms nor be legally binding, unless documented in physical writing, hand signed by the Participant and a duly appointed officer, employee, or agent of SophiaTX.

18. **Updates to the Terms**

- 18.1. SophiaTX reserves the right, at its sole discretion, to change, modify, add, or remove portions of the Terms at any time by posting the amended Terms on the SophiaTX website <https://www.sophiatx.com/>. The modified Terms will become effective upon posting.
- 18.2. If at any point the Participant does not agree to any portion of the then-current version of these Terms, the Participant should not obtain SPHTX.

19. **Cooperation with legal authorities**

- 19.1. SophiaTX will cooperate with all law enforcement inquiries, subpoenas, or requests provided they are fully supported and documented by the law in the relevant jurisdictions.

20. **Further information**

For further information regarding the SophiaTX Blockchain and TGE, please contact info@sophiatx.com.

Dated 6 December 2017