



ARG Token Purchase Agreement

Last Updated: 26 June 2019

This ARG Token Purchase Agreement (this "Agreement") contains the terms and conditions that govern your use of the Argentas distribution smart contract (the "Argentas Distribution Contract"); use of the integrated ERC-20 ARG Token smart contract (the "ARG Token Contract"); and purchase of the related ERC-20 compatible tokens distributed on the Ethereum blockchain (the "ARG Tokens") and is an agreement between you or the entity that you represent ("Buyer" or "you") and Argentas Project ("Argentas Project," together with its related persons, parent entity, subsidiaries and affiliates, of any, "Project"). Buyer, Argentas Project and Project are herein referred to individually as a "Party" and collectively, as the "Parties".

NOW, THEREFORE, in consideration of the mutual representations, warranties and agreements contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Project and Buyer hereby agree as follows:

IMPORTANT INFORMATION: PLEASE READ THIS AGREEMENT CAREFULLY AND IN ITS ENTIRETY.

Buyer acknowledges, understands and agrees to the following:

- MATTERS RELATING TO ARGENTAS:
 1. Argentas Project is developing a digital banking entity as a part of its project, as described in the respective white paper on the banking entities (as it may be amended from time to time) (the "White Paper");
 2. The ARG Tokens and this Agreement only relate to such banking entity or entities, and they do not relate to any proprietary cryptocurrency or blockchain;
 3. There is no guarantee that the buildup of the said banking entity will be successful or that it will be awarded any necessary banking license in a relevant jurisdiction to be able to operate its business.
- BINDING AGREEMENT: Buyer understands and agrees that Buyer is subject to and bound by this Agreement by virtue of Buyer's purchase of ARG Tokens.
- NO U.S. BUYERS: ARG Tokens are not being offered or distributed to U.S. persons (as defined below). If you are citizen, resident of, or a person located or domiciled in, the United States of America including its states, territories or the District of Columbia or any entity, including, without limitation, any corporation or partnership created or organized in or under the laws of the United States of America, any state or territory thereof or the District of Columbia (a "U.S. person"), do not purchase or attempt to purchase ARG Tokens.



- ARG TOKENS HAVE NO RIGHTS, AND VERY LIMITED USE. The ARG Tokens do not have any rights, uses, purpose, attributes, functionalities or features, express or implied, including, without limitation, any uses, purpose, attributes, functionalities or features other than the possibility to be used towards the payment of fees and commissions of the Argentas banking entity when licensed and in operation, subject to those conditions being fulfilled and as separately determined at that time. Project does not guarantee and is not representing in any way to Buyer that the ARG Tokens have any rights, uses, purpose, attributes, functionalities or features.
- NOT A PURCHASE OF ARGENTAS PLATFORM TOKENS OR "NATIVE DIGITAL ASSETS". ARG Tokens purchased under this Agreement are not tokens, "native digital assets" developed or issued by Argentas. Buyer acknowledges, understands and agrees that Buyer should not expect and there is no guarantee or representation made by Project that Buyer will receive any other product, service, rights, attributes, functionalities, features or assets of any kind whatsoever, including, without limitation, any cryptographic tokens or digital assets now or in the future whether through receipt, exchange, conversion, redemption or otherwise.
- PURCHASE OF ARG TOKENS ARE NON-REFUNDABLE AND PURCHASES CANNOT BE CANCELLED. BUYER MAY LOSE ALL AMOUNTS PAID.
- ARG TOKENS MAY HAVE NO VALUE.
- PROJECT RESERVES THE RIGHT TO REFUSE OR CANCEL ARG TOKEN PURCHASE REQUESTS AT ANY TIME IN ITS SOLE DISCRETION.
- PLEASE READ THE RISKS SET FORTH IN SECTION 7 CAREFULLY AND IN THEIR ENTIRETY.
- THIS AGREEMENT INCLUDES PRE-DISPUTE RESOLUTION IN SECTION 9.1 AND REQUIRES ARBITRATION IN SECTION 9.2.

ARTICLE ONE: ACCEPTANCE OF AGREEMENT AND PURCHASE OF ARG TOKENS

1.1. This Agreement shall be effective and binding on the Parties when Buyer: (a) clicks the check box on the official <https://argentas.io/> website (the "Website") to indicate that Buyer has read, understands and agrees to the terms of this Agreement; or, if earlier (b) upon Project's receipt of payment from Buyer. Buyer agrees to be bound on this basis and confirms that Buyer has read in full and understands this Agreement and the terms on which Buyer is bound.

1.2. **Website Terms of Use.** Project has established Terms of Use, as may be amended from time to time, for the Website located at [Terms of Use](#), which are hereby incorporated by reference. Buyer has read, understands and agrees to those terms.

1.3. **White Paper.** Project has prepared the White Paper, which is available at <https://argentas.io>, describing further technical and detailed matters relating to the Argentas digital banking entity. The White Paper that may be amended from time to time



are hereby incorporated by reference. Buyer has read and understands White Paper and its contents.

1.4. ARG Tokens.

- a. **No Purpose.** As mentioned above, the ARG Tokens do not have any rights, uses, purpose, attributes, functionalities or features, express or implied other than what may be offered to use the tokens to pay for fees and commissions of products and services to be offered by such Argentas banking entity when fully licensed and in operation. Although ARG Tokens may be tradable, they are not an investment, currency, security, commodity, a swap on a currency, security or commodity or any other kind of financial instrument.
- b. **Project's Use of Proceeds.** Buyer acknowledges and understands that the proceeds from the sale of the ARG Tokens will be utilized by Project in its sole discretion.

ARTICLE TWO: ARG TOKEN DISTRIBUTION

2.1. Allocation and Distribution of ARG Tokens. Argentas Project intends to allocate and distribute ARG Tokens (the "ARG Token Distribution") in accordance with the material specifications as set forth in Exhibit A to this Agreement which includes details regarding the timing (the "Argentas Distribution Period") and pricing of the ARG Token Distribution and the amount of ARG Tokens that will be distributed. During the Argentas Distribution Period, Argentas Project will provide specific procedures on how Buyer should purchase ARG Tokens through the official Website. By purchasing ARG Tokens, Buyer acknowledges and understands and has no objection to such procedures and material specifications. Failure to use the official Website and follow such procedures may result in Buyer not receiving any ARG Tokens. Any buyer of ARG Tokens may lose some or all of the amounts paid in exchange for ARG Tokens, regardless of the purchase date. The access or use of the Argentas Distribution Contract, access or use of the ARG Token Contract and/or the receipt or purchase of Argentas through any other means other than the official Website are not sanctioned or agreed to in any way by the Argentas Project Parties. Buyer should take great care that the website used to purchase ARG Tokens has the following universal resource locator (URL): <https://argentas.io/>.

2.2. No U.S. Buyers. The ARG Tokens are not being offered to U.S. persons. U.S. persons are strictly prohibited and restricted from using the Argentas Distribution Contract, using the ARG Token Contract and/or purchasing ARG Tokens and Project is not soliciting purchases by U.S. persons in any way. If a U.S. person person uses the Argentas Distribution Contract, uses the ARG Token Contract and/or purchases ARG Tokens, such person has done so and entered into this Agreement on an unlawful, unauthorized and fraudulent basis and this Agreement is null and void. Project is not bound by this Agreement if this Agreement has been entered into by a U.S. person person as Buyer or Buyer has entered into this Agreement or has purchased ARG Tokens on behalf of a U.S. person, and Project may take all necessary and appropriate actions, in its sole discretion, to invalidate this Agreement, including referral of information to the



appropriate authorities. Any U.S. person who uses the Argentas Distribution Contract, uses the ARG Token Contract and/or purchases ARG Tokens or enters this Agreement on an unlawful, unauthorized or fraudulent basis shall be solely liable for, and shall indemnify, defend and hold harmless Argentas Project and Argentas Project's respective past, present and future employees, officers, directors, contractors, consultants, equity holders, suppliers, vendors, service providers, parent companies, subsidiaries, affiliates, agents, representatives, predecessors, successors and assigns (collectively, the "Argentas Project Parties") from any damages, losses, liabilities, costs or expenses of any kind, whether direct or indirect, consequential, compensatory, incidental, actual, exemplary, punitive or special and including, without limitation, any loss of business, revenues, profits, data, use, goodwill or other intangible losses (collectively, the "Damages") incurred by a Argentas Project Party that arises from or is a result of such U.S. person's unlawful, unauthorized or fraudulent use of the Argentas Distribution Contract, unauthorized use of the ARG Token Contract and/or the receipt or purchase of ARG Tokens.

2.3. Allocation and Sale of ARG Tokens to Argentas Project Parties. Buyer understands and consents to the participation of the Project's past, present and future employees, officers, directors, contractors, consultants, equity holders, suppliers, vendors and service providers in the purchase of ARG Tokens, including people who may work on the for Argentas Project or its future businesses which Argentas Project may establish with a portion of the proceeds from the ARG Token Distribution. All such Argentas Project Parties will participate on the same terms as every other buyer of ARG Tokens and will be bound by this Agreement.

2.4. No Representations and Warranties. The ARG Tokens will be distributed to buyers thereof pursuant to the Argentas Distribution Contract and the ARG Token Contract. None of the Argentas Project Parties makes any representations or warranties, express or implied, including, without limitation, any warranties of title or implied warranties of merchantability or fitness for a particular purpose with respect to the Argentas Distribution Contract, the ARG Token Contract or the ARG Tokens or their utility, or the ability of anyone to purchase or use the ARG Tokens. Without limiting the foregoing, none of the Argentas Project Parties represent or warrant that the process of purchasing the ARG Tokens or receiving the ARG Tokens will be uninterrupted or error-free or that the ARG Tokens are reliable and error-free. As a result, Buyer acknowledges and understands that Buyer may never receive ARG Tokens and may lose the entire amount Buyer paid to Project. Buyer shall provide an accurate digital wallet address for receipt of any ARG Tokens distributed to Buyer pursuant to the Argentas Distribution Contract and the ARG Token Contract.

2.5. Not an Offering of Securities, Commodities, or Swaps. The sale of ARG Tokens and the ARG Tokens themselves are not securities, commodities, swaps on either securities or commodities or a financial instrument of any kind. Purchases and sales of ARG Tokens are not subject to the protections of any laws governing those types of financial instruments. This Agreement and all other documents referred to in this Agreement including the White Paper do not constitute a prospectus or offering document, and are



not an offer to sell, nor the solicitation of an offer to buy an investment, a security, commodity, or a swap on either a security or commodity.

2.6. Not an Investment. Buyer should not participate in the ARG Token Distribution or purchase ARG Tokens for investment purposes. ARG Tokens are not designed for investment purposes and should not be considered as a type of investment. Buyer acknowledges, understands and agrees that Buyer should not expect and there is no guarantee or representation or warranty by Project that: (a) the Argentas banking entity or entities will ever be realized and launched; (b) the Argentas banking entity or entities will ever be successful in obtaining necessary operating licenses; and (c) that the Project will be realized so that the ARG Tokens can be used to pay for the fees and commissions of such licensed Argentas banking entity in operation. Furthermore, ARG Tokens will not have any rights on the Argentas banking entity and holding ARG Tokens is not a guarantee, representation or warranty that the holder will be able to use the products or services of such Argentas banking entity as a client.

2.7. Not for Speculation. Buyer acknowledges and agrees that Buyer is not purchasing ARG Tokens for purposes of investment, speculation, as some type of arbitrage strategy, for immediate resale or other financial purposes.

ARTICLE THREE: NO OTHER RIGHTS CREATED

3.1. No Claim, Loan or Ownership Interest. The purchase of ARG Tokens: (a) does not provide Buyer with rights of any form with respect to the Project or its revenues or assets, including, but not limited to, any voting, distribution, redemption, liquidation, proprietary (including all forms of intellectual property), or other financial or legal rights; (b) is not a loan to Project; and (c) does not provide Buyer with any ownership or other interest in Project.

3.2. Intellectual Property. Project retains all right, title and interest in all of Project's intellectual property, including, without limitation, inventions, ideas, concepts, code, discoveries, processes, marks, methods, software, compositions, formulae, techniques, information and data, whether or not patentable, copyrightable or protectable in trademark, and any trademarks, copyright or patents based thereon. Buyer may not use any of Project's intellectual property for any reason without Project's prior written consent.

ARTICLE FOUR: SECURITY AND DATA; TAXES

4.1. Security and Data Privacy.

- a. **Buyer's Security.** Buyer will implement reasonable and appropriate measures designed to secure access to: (i) any device associated with Buyer and utilized in connection with Buyer's purchase of ARG Tokens; (ii) private keys to Buyer's wallet or account; and (iii) any other username, passwords or other login or identifying credentials. In the event that Buyer is no longer in possession of Buyer's private keys or any device associated with Buyer's account or is not able to provide Buyer's login or identifying credentials, Buyer may lose all of Buyer's ARG Tokens and/or access to Buyer's account. Project is under no obligation to



recover any ARG Tokens and Buyer acknowledges, understands and agrees that all purchases of ARG Tokens are non-refundable and Buyer will not receive money or other compensation for any ARG Tokens purchased.

- b. **Additional Information.** Upon Project's request, Buyer will immediately provide to Project information and documents that Project, in its sole discretion, deems necessary or appropriate to comply with any laws, regulations, rules or agreements, including without limitation judicial process. Such documents include, but are not limited to, passport, driver's license, utility bills, photographs of associated individuals, government identification cards, or sworn statements. Buyer consents to Project disclosing such information and documents in order to comply with applicable laws, regulations, rules or agreements. Buyer acknowledges that Project may refuse to distribute ARG Tokens to Buyer until such requested information is provided.

4.2. Taxes. Buyer acknowledges, understands and agrees that: (a) the purchase and receipt of ARG Tokens may have tax consequences for Buyer; (b) Buyer is solely responsible for Buyer's compliance with Buyer's tax obligations; and (c) Project bears no liability or responsibility with respect to any tax consequences to Buyer.

ARTICLE FIVE: REPRESENTATIONS AND WARRANTIES OF BUYER

By buying ARG Tokens, Buyer represents and warrants to each of the Argentas Project Parties that:

5.1. Not a U.S. Person: Buyer is not a U.S. person.

5.2. Authority. Buyer has all requisite power and authority to execute and deliver this Agreement, to use the Argentas Distribution Contract and the Argentas Smart Contract, purchase ARG Tokens, and to carry out and perform its obligations under this Agreement.

- a. If an individual, Buyer is at least 18 years old and of sufficient legal age and capacity to purchase ARG Tokens.
- b. If a legal person, Buyer is duly organized, validly existing and in good standing under the laws of its domiciliary jurisdiction and each jurisdiction where it conducts business.

5.3. No Conflict. The execution, delivery and performance of this Agreement will not result in any violation of, be in conflict with, or constitute a material default under, with or without the passage of time or the giving of notice: (a) any provision of Buyer's organizational documents, if applicable; (b) any provision of any judgment, decree or order to which Buyer is a party, by which it is bound, or to which any of its material assets are subject; (c) any material agreement, obligation, duty or commitment to which Buyer is a party or by which it is bound; or (d) any laws, regulations or rules applicable to Buyer.



5.4. No Consents or Approvals. The execution and delivery of, and performance under, this Agreement require no approval or other action from any governmental authority or person other than Buyer.

5.5. Buyer Status. Buyer is not subject to any of the disqualifying events listed in Rule 506(d)(1) of Regulation D under the Securities Act of 1933 (a “Buyer Event”), and there is no proceeding or investigation pending or, to the knowledge of Buyer, threatened by any governmental authority, that would reasonably be expected to become the basis for a Buyer Event.

5.6. Buyer Knowledge and Risks of Project. Buyer has sufficient knowledge and experience in business and financial matters, including a sufficient understanding of blockchain or cryptographic tokens and other digital assets, smart contracts, storage mechanisms (such as digital or token wallets), blockchain-based software systems and blockchain technology, to be able to evaluate the risks and merits of Buyer’s purchase of ARG Tokens, including but not limited, to the matters set forth in this Agreement, and is able to bear the risks thereof, including loss of all amounts paid, loss of ARG Tokens, and liability to the Argentas Project Parties and others for its acts and omissions, including with limitation those constituting breach of this Agreement, negligence, fraud or willful misconduct. Buyer has obtained sufficient information in order to make an informed decision to purchase ARG Tokens.

5.7. Funds; Payments.

- a. **Funds.** The funds, including any fiat, virtual currency or cryptocurrency, Buyer uses to purchase ARG Tokens are not derived from or related to any unlawful activities, including but not limited to money laundering or terrorist financing, and Buyer will not use the ARG Tokens to finance, engage in, or otherwise support any unlawful activities.
- b. **Payments.** All payments by Buyer under this Agreement will be made only in Buyer’s name, from a digital wallet or bank account not located in a country or territory that has been designated as a “non-cooperative country or territory” by the Financial Action Task Force, and is not a “foreign shell bank” within the meaning of the U.S. Bank Secrecy Act (31 U.S.C. § 5311 *et seq.*), as amended, and the regulations promulgated thereunder by the Financial Crimes Enforcement Network, as such regulations may be amended from time to time.

5.8. Miscellaneous Regulatory Compliance.

- a. **Anti-Money Laundering; Counter-Terrorism Financing.** To the extent required by applicable law, Buyer complies with all anti-money laundering and counter-terrorism financing requirements.
- b. **Sanctions Compliance.** Neither Buyer, nor any person having a direct or indirect beneficial interest in Buyer or ARG Tokens being acquired by Buyer, or any person for whom Buyer is acting as agent or nominee in connection with ARG Tokens, is the subject of sanctions administered or enforced by any country or government



(collectively, “Sanctions”) or is organized or resident in a country or territory that is the subject of country-wide or territory-wide Sanctions.

ARTICLE SIX: DISCLAIMERS

6.1. Buyer expressly acknowledges, understands and agrees that Buyer is using the Argentas Distribution Contract, the ARG Token Contract and purchasing ARG Tokens at the Buyer’s sole risk and that the Argentas Distribution Contract, the ARG Token Contract and ARG Tokens are each provided, used and acquired on an “AS IS” and on an “AS AVAILABLE” basis without representations, warranties, promises or guarantees whatsoever of any kind by Project and Buyer shall rely on its own examination and investigation thereof.

6.2. No Representation or Warranty. (A) PROJECT DOES NOT MAKE AND EXPRESSLY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS, IMPLIED OR STATUTORY; AND (B) WITH RESPECT TO THE ARGENTAS DISTRIBUTION CONTRACT, THE ARG TOKEN CONTRACT AND THE ARG TOKENS, PROJECT SPECIFICALLY DOES NOT REPRESENT AND WARRANT AND EXPRESSLY DISCLAIMS ANY REPRESENTATION OR WARRANTY, EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION, ANY REPRESENTATIONS OR WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, USAGE, SUITABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, OR AS TO THE WORKMANSHIP OR TECHNICAL CODING THEREOF, OR THE ABSENCE OF ANY DEFECTS THEREIN, WHETHER LATENT OR PATENT.

ARTICLE SEVEN: RISKS

ARG TOKENS MAY HAVE NO VALUE. BUYER MAY LOSE ALL AMOUNTS PAID. Buyer has carefully reviewed, acknowledges, understands and assumes the following risks, as well as all other risks associated with the ARG Tokens (including those not discussed herein), all of which could render the ARG Tokens worthless or of little value:

7.1. No Rights, Functionality or Features. ARG Tokens have no rights, uses, purpose, attributes, functionalities or features, express or implied, other than the possibility to use them to pay for fees and commissions of the Argentas banking entity. ARG Tokens do not entitle holders to participate on the Argentas banking entity as a client or otherwise unless the client meets the appropriate KYC and other requirements, when it has been fully licensed and in operation.

7.2. Argentas banking entity. Buyer should not purchase ARG Tokens in reliance on the Argentas banking entity as there is no guarantee on its completion that is subject to e.g. sufficient funding or its eventual licensing that is subject to third parties beyond the Project’s control.

7.3. Purchase Price Risk. There is the possibility that the price per ARG Token after the Argentas Distribution Period falls below the price paid by initial buyers of ARG Tokens during the Argentas Distribution Period. Argentas Project reserves the right to change the duration of the Argentas Distribution Period for any reason, including, without limitation, bugs in the Argentas Distribution Contract or the ARG Token Contract or the unavailability of the Website or other unforeseen procedural or security issues.



7.4. Blockchain Delay Risk. Buyer acknowledges and understands that the Ethereum blockchain may not include the Buyer's transaction at the time Buyer expects and Buyer may not receive ARG Tokens at the same time the Buyer sends ETH.

7.5. Ethereum Blockchain. The Ethereum blockchain may experience congestion during which transactions can be delayed or lost. Individuals may also intentionally spam the Ethereum network in an attempt to gain an advantage in purchasing cryptographic tokens. Buyer acknowledges and understands that Ethereum blockchain may not include Buyer's transaction when Buyer wants or Buyer's transaction may not be included at all.

7.6. Ability to Transact or Resell. Buyer may be unable to sell or otherwise transact in ARG Tokens at any time, or for the price Buyer paid. By using the Argentas Distribution Contract or the ARG Token Contract or by purchasing ARG Tokens, Buyer acknowledges, understands and agrees that: (a) ARG Tokens may have no value; (b) there is no guarantee or representation of liquidity for the ARG Tokens; and (c) the Argentas Project Parties are not and shall not be responsible for or liable for the market value of ARG Tokens, the transferability and/or liquidity of ARG Tokens and/or the availability of any market for ARG Tokens through third parties or otherwise.

7.7. Token Security. ARG Tokens may be subject to expropriation and or/theft. Hackers or other malicious groups or organizations may attempt to interfere with the Argentas Distribution Contract, the ARG Token Contract or the ARG Tokens in a variety of ways, including, but not limited to, malware attacks, denial of service attacks, consensus-based attacks, Sybil attacks, smurfing and spoofing. Furthermore, because the Ethereum platform rests on open source software and ARG Tokens are based on open source software, there is the risk that Ethereum smart contracts may contain intentional or unintentional bugs or weaknesses which may negatively affect the ARG Tokens or result in the loss of Buyer's ARG Tokens, the loss of Buyer's ability to access or control Buyer's ARG Tokens or the loss of ETH in Buyer's account. In the event of such a software bug or weakness, there may be no remedy and holders of ARG Tokens are not guaranteed any remedy, refund or compensation.

7.8. Access to Private Keys. ARG Tokens purchased by Buyer may be held by Buyer in Buyer's digital wallet or vault, which requires a private key, or a combination of private keys, for access. Accordingly, loss of requisite private key(s) associated with Buyer's digital wallet or vault storing ARG Tokens will result in loss of such ARG Tokens, access to Buyer's ARG Token balance and/or any initial balances in blockchains created by third parties. Moreover, any third party that gains access to such private key(s), including by gaining access to login credentials of a hosted wallet or vault service Buyer uses, may be able to misappropriate Buyer's ARG Tokens. Project is not responsible for any such losses.

7.9 New Technology. The Argentas plan for the banking entity also contains technology and features are new and untested. Such features might not be capable of completion, implementation or adoption. It is possible that there may never be an operational



Argentas banking entity. Buyer should not rely on the Argentas banking entity. Also, technology is changing rapidly, so the ARG Tokens may become outdated.

7.10. Reliance on Third-Parties. Even if completed, the Argentas banking entity will depend on third parties to e.g. license it so that it can operate. There is no assurance or guarantee that those third parties will license such entity, which might have a material adverse effect on the Argentas banking entity.

7.11. Exchange & Counterparty Risks. If Buyer sends ETH to the ARG Token Contract from an exchange or an account that Buyer does not control, pursuant to the ARG Token Contract, ARG Tokens will be allocated to the account that has sent ETH; therefore, Buyer may never receive or be able to recover Buyer's ARG Tokens. Furthermore, if Buyer chooses to maintain or hold ARG Tokens through a cryptocurrency exchange or other third party, Buyer's ARG Tokens may be stolen or lost. By using the Argentas Distribution Contract, using the ARG Token Contract and/or by purchasing ARG Tokens, Buyer acknowledges and agrees that Buyer sends ETH to the ARG Token Contract through an exchange account and/or holds ARG Tokens on a cryptocurrency exchange or with another third party at Buyer's own and sole risk.

7.12 Changes to the Argentas Software. The Argentas banking entity is under development and may undergo significant changes over time. Although Project intends for the Argentas banking entity realize the plans described in the White Paper, Project may make changes to such features and specifications for any number of reasons, any of which may mean that the Argentas Platform does not meet Buyer's expectations.

7.13. Project Completion. The development of the Argentas Project may be abandoned for a number of reasons, including, but not limited to, lack of interest from the public, lack of funding, lack of commercial success or prospects, or departure of key personnel.

7.14. Uncertain Regulatory Framework. The regulatory status of cryptographic tokens, digital assets and blockchain technology is unclear or unsettled in many jurisdictions. It is difficult to predict how or whether governmental authorities will regulate such technologies and other financial technologies. Also, banking and other financial services are heavily regulated and such regulation is subject to change and interpretation. It is likewise difficult to predict how or whether any governmental authority may make changes to existing laws, regulations and/or rules that will affect banking and financial applications such as cryptographic tokens, digital assets, blockchain technology and its applications. Such changes could negatively impact ARG Tokens in various ways, including, for example, through a determination that ARG Tokens are regulated financial instruments that require registration. Project may cease the distribution of ARG Tokens, the development of the Argentas banking entity or cease operations in a jurisdiction in the event that governmental actions make it unlawful or commercially undesirable to continue to do so.

7.15. Risk of Government Action. As noted above, the industry in which Project operates is subject to heightened oversight and scrutiny, including investigations or enforcement actions, be them merited or not. There can be no assurance that governmental authorities will not examine the operations of Project and/or pursue enforcement



actions against Project. Such governmental activities may or may not be the result of targeting Project in particular. All of this may subject Project to judgments, settlements, fines or penalties, or cause Project to restructure its operations and activities or to cease offering certain products or services, all of which could harm Project's reputation or lead to higher operational costs, which may in turn have a material adverse effect on the ARG Tokens and/or the development of the Argentas banking entity.

ARTICLE EIGHT: LIMITATION OF LIABILITY; INDEMNIFICATION

8.1. Limitation of Liability. To the fullest extent permitted by applicable law, Buyer disclaims any right or cause of action against the Argentas Project Parties of any kind in any jurisdiction that would give rise to any Damages whatsoever, on the part of any Argentas Project Party. Each of the Argentas Project Parties shall not be liable to Buyer for any type of Damages, even if and notwithstanding the extent an Argentas Project Party has been advised of the possibility of such Damages. Buyer agrees not to seek any refund, compensation or reimbursement from an Argentas Project Party, regardless of the reason, and regardless of whether the reason is identified in this Agreement.

8.2. Damages. In no circumstances will the aggregate joint liability of the Argentas Project Parties, whether in contract, warrant, tort or other theory, for Damages to Buyer under this Agreement exceed the amount received by Project from Buyer.

8.3. Force Majeure. Buyer understands and agrees that Project shall not be liable and disclaims all liability to Buyer in connection with any force majeure event, including acts of God, labour disputes or other industrial disturbances, electrical, telecommunications, hardware, software or other utility failures, software or smart contract bugs or weaknesses, earthquakes, storms, or other nature-related events, blockages, embargoes, riots, acts or orders of government, acts of terrorism or war, technological change, changes in interest rates or other monetary conditions, and, for the avoidance of doubt, changes to any blockchain-related protocol.

8.4 Release. To the fullest extent permitted by applicable law, Buyer releases the Argentas Project Parties from responsibility, liability, claims, demands, and/or Damages (actual and consequential) of every kind and nature, known and unknown (including, but not limited to, claims of negligence), arising out of or related to disputes between Buyer and the acts or omissions of third parties.

8.5 Indemnification.

- a. To the fullest extent permitted by applicable law, Buyer will indemnify, defend and hold harmless and reimburse the Argentas Project Parties from and against any and all actions, proceedings, claims, Damages, demands and actions (including without limitation fees and expenses of counsel), incurred by a Argentas Project Party arising from or relating to: (i) Buyer's purchase or use of ARG Tokens; (ii) Buyer's responsibilities or obligations under this Agreement; (iii) Buyer's breach of or violation of this Agreement; (iv) any inaccuracy in any representation or warranty of Buyer; (v) Buyer's violation of any rights of any other person or entity; and/or (vi) any act or omission of Buyer that is negligent, unlawful or constitutes willful misconduct.



- b. Project reserves the right to exercise sole control over the defense, at Buyer's expense, of any claim subject to indemnification under this Section 8.5. This indemnity is in addition to, and not in lieu of, any other indemnities set forth in a written agreement between Buyer and Project.

ARTICLE NINE: DISPUTE RESOLUTION

9.1. Informal Dispute Resolution. Buyer and Project shall cooperate in good faith to resolve any dispute, controversy or claim arising out of, relating to or in connection with this Agreement, including with respect to the formation, applicability, breach, termination, validity or enforceability thereof (a "Dispute"). If the Parties are unable to resolve a Dispute within ninety (90) days of notice of such Dispute being received by all Parties, such Dispute shall be finally settled by Binding Arbitration as defined in Section 9.2 below.

9.2. Binding Arbitration. Any Dispute not resolved within 90 days as set forth in Section 9.1 shall be referred to and finally resolved by arbitration under the London Court of International Arbitration (LCIA) rules in effect at the time of the arbitration, except as they may be modified herein or by mutual agreement of the Parties. The number of arbitrators shall be one who shall be selected by Project. The seat, or legal place, of arbitration shall be London, England. The language to be used in the arbitral proceedings shall be English. The governing law of the Agreement shall be as set forth in Section 10.1 herein. The arbitration award shall be final and binding on the Parties ("Binding Arbitration"). The Parties undertake to carry out any award without delay and waive their right to any form of recourse insofar as such waiver can validly be made. Judgment upon the award may be entered by any court having jurisdiction thereof or having jurisdiction over the relevant Party or its assets. Project and Buyer will each pay their respective attorneys' fees and expenses. Notwithstanding the foregoing, Project reserves the right, in its sole and exclusive discretion, to assume responsibility for any or all of the costs of the arbitration.

9.3. No Class Arbitrations, Class Actions or Representative Actions. Any dispute arising out of or related to this Agreement is personal to Buyer and Project and will not be brought as a class arbitration, class action or any other type of representative proceeding. There will be no class arbitration or arbitration in which an individual attempts to resolve a dispute as a representative of another individual or group of individuals. Further, a dispute cannot be brought as a class or other type of representative action, whether within or outside of arbitration, or on behalf of any other individual or group of individuals.

ARTICLE TEN: MISCELLANEOUS

10.1. Governing Law and Venue. This Agreement shall be governed in all respects, including as to validity, interpretation and effect, by the applicable laws, without giving effect to its principles or rules of conflict of laws, to the extent such principles or rules are not mandatorily applicable by statute and would permit or require the application of the laws of another jurisdiction.



10.2. Assignment. Buyer shall not assign this Agreement without the prior written consent of Argentas Project. Any assignment or transfer in violation of this Section 10.2 will be void. Project may assign this Agreement to an affiliate. Subject to the foregoing, this Agreement, and the rights and obligations of the Parties hereunder, will be binding upon and inure to the benefit of their respective successors, assigns, heirs, executors, administrators and legal representatives.

10.3. Entire Agreement. This Agreement, including the exhibits attached hereto and the materials incorporated herein by reference, constitutes the entire agreement between the Parties and supersedes all prior or contemporaneous agreements and understandings, both written and oral, between the Parties with respect to the subject matter hereof, including, without limitation, any public or other statements or presentations made by any Argentas Project Party about the ARG Tokens, the Argentas banking entities or any other tokens issued by the Argentas Project.

10.4. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, inoperative or unenforceable for any reason, the provision shall be modified to make it valid and, to the extent possible, effectuate the original intent of the Parties as closely as possible in an acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the fullest extent possible.

10.5. Modification of Agreement. Project may modify this Agreement at any time by posting a revised version on the Website, available at <https://argentas.io>. The modified terms will become effective upon posting. It is Buyer's responsibility to check the Website regularly for modifications to this Agreement. This Agreement was last modified on the date listed at the beginning of this Agreement.

10.6. Termination of Agreement; Survival. This Agreement will terminate upon the completion of all sales in the ARG Token Distribution. Project reserves the right to terminate this Agreement, in its sole discretion, in the event that Buyer breaches this Agreement. Upon termination of this Agreement: (a) all of Buyer's rights under this Agreement immediately terminate; (b) Buyer is not entitled to a refund of any amount paid; and (c) Articles 3, 4, 6, 7, 8, 9, and 10 will continue to apply in accordance with their terms.

10.7. No Waivers. The failure by Project to exercise or enforce any right or provision of this Agreement will not constitute a present or future waiver of such right or provision nor limit Project's right to enforce such right or provision at a later time. All waivers by Project must be unequivocal and in writing to be effective.

10.8. No Partnership; No Agency; No Third Party Beneficiaries. Nothing in this Agreement and no action taken by the Parties shall constitute, or be deemed to constitute, a partnership, association, joint venture or other co-operative entity between the Parties. Nothing in this Agreement and no action taken by the Parties pursuant to this Agreement shall constitute, or be deemed to constitute, either Party the agent of the other Party for any purpose. No Party has, pursuant to this Agreement, any authority or



power to bind or to contract in the name of the other Party. This Agreement does not create any third-party beneficiary rights in any person.

10.9. Electronic Communications. Buyer agrees and acknowledges that all agreements, notices, disclosures and other communications that Project provides Buyer pursuant to this Agreement or in connection with or related to Buyer's purchase of ARG Tokens, including this Agreement, may be provided by Project, in its sole discretion, to Buyer, in electronic form.

EXHIBIT A

ARG TOKEN DISTRIBUTION

In the public ARG Token distribution, up to 8 billion (8,000,000,000) ARG Tokens out of the total of 10,000,000,000 will be distributed from 26 June 2019 until the end of 2019 at the price of ETH 0.000125 for 1 ARG or ARG 8,000 for 1 ETH. The team and Project reserve will be 20% or 2 billion (2,000,000,000) ARG Tokens for future purposes.