

Stockus Pre-ICO Terms

Version 06.11.2017

1. Parties.

The parties to this agreement are Stockus and you, a purchaser familiar with blockchain software systems ("Buyer", "User", "You" or "Your").

2. Principles.

By transferring Ether (ETH) to the Stockus for creating Stockus Tokens ("Stockus Tokens"), the User understands and accepts that the User makes a contribution into a Stockus for the development of the Stockus Project ("Contribution"), as further described in the Stockus Whitepaper ("the Whitepaper"). For the Whitepaper and/or further information on the Stockus Project, visit <http://stockus.io>. The information contained in the Whitepaper and on the website is of descriptive nature only, are not binding and do – unless explicitly referred to herein – not form part of the Terms.

The User understands and accepts that while the individuals and entities, including Stockus, assigned to this task will make reasonable efforts to develop and complete the Stockus Project, it is possible that such development may fail and User's STT become useless and/valueless due to technical, commercial, regulatory or any other reasons.

The User is also aware of the risk that even if all or parts of the Stockus Project are successfully developed and released in full or in parts, due to a lack of public interest, the Stockus Project could be fully or partially abandoned, remain commercially unsuccessful or shut down for lack of interest, regulatory or other reasons. The User therefore understands and accepts that the transfer of ETH to the Stockus and the creation of STT by the Stockus carry significant financial, regulatory and/or reputational risks (including the complete loss of value of created STT if any, and attributed features of the Stockus Project).

By transferring ETH to the Stockus, the User expressly agrees to all of the terms and conditions outlined in this document. The User further confirms to have carefully reviewed the token Stockus, its functions and the terms and conditions outlined in this document and to fully understand the risks and costs of creating STT and contributing into a Stockus for the development of the Stockus Project.

This document does not constitute a prospectus of any sort, is not a solicitation for investment and does not pertain in any way to an initial public offering or a share/equity offering and does not pertain in any way to an offering of securities in any jurisdiction. It is a description of the functionality of a Stockus.

By transferring ETH to the Stockus and/or receiving STT, no form of partnership, joint venture or any similar relationship between the Users and Stockus and/or other individuals or entities involved with the deployment and the setting up of the Stockus Project is created. The User understands and accepts that the development and execution of the Stockus Project will be assigned to a third-party contractor, Stockus, by releasing the amount of contributed ETH by the Stockus to the wallet of Stockus. Stockus has the right to engage subcontractors to perform the entire or partial development and execution of the Stockus Project. The scope of the development work will be triggered by a total value of Contributions received during the Creation Period.

The User understands and accepts that for the purpose of the development and execution of the Stockus Project, Stockus receives the full amount of ETH transferred to the Stockus during the Creation Period. This amount covers expenses, charges and other costs that may arise by Stockus and/or its subcontractors as part of the development and execution of the Stockus Project. It remains at Stockus' sole discretion to decide how to allocate the funds to develop and execute the Stockus Project.

The User understands and accepts that the User may not have any expectation of influence over governance on the Stockus Project. The User understands and accepts that the Stockus Project will need to go through substantial development works as part of which it may become subject to significant conceptual, technical and commercial changes before release. User understands and accepts that as part of the development, an upgrade of the STT may be required (hard-fork of STT) and that, if User

decides not to participate in such upgrade, he may no longer use his STT, and that un-upgraded STT may lose their functionality in full.

Binding Agreement.

Buyer understands and agrees that Buyer is subject to and bound by this Agreement by virtue of the Buyer's purchase of STT Tokens. This Agreement shall be effective and binding on the Parties when Buyer: (a) clicks the check box on the official <http://preico.stockus.io> website (the "Website") to indicate that Buyer has read, understands and agrees to the terms of this Agreement; or, if earlier (b) upon Company'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. Also, the User agrees, that current document can be changed at any time in its any part.

3. Representation and Warranties of User

By transferring ETH to the Stockus Wallet, the User represents and warrants that:

- The User is not a citizen or resident of a country, whose legislation conflicts with the allocation of STT and/or the Stockus Project in general;
- The User is NOT a U.S. citizen, resident or entity (each a "U.S. Person") nor is the User purchasing STT Tokens or signing on behalf of a U.S. Person;
- The User is NOT a citizen of or resident of the People's Republic of China or an entity formed under the laws of the People's Republic of China (each a "Chinese Person") is the User purchasing STT Tokens or signing on behalf of a Chinese Person;
- The User has a deep understanding of the functionality, usage, storage, transmission mechanisms and intricacies associated with cryptographic tokens, like bitcoin (BTC) and Ether (ETH), and blockchain-based software systems;
- The User carefully read and has a deep understanding of the concepts presented in the Stockus whitepaper;
- The User understands and accepts that there is no warranty or assurance that the network of miners will allocate the STT to the Users as proposed by these Terms.
- The User is legally permitted to transfer ETH to the Smart Contract System, create and obtain STT in the User's jurisdiction;
- The User will contribute ETH from a wallet or wallet service provider that technically supports the Stockus. User understands and accepts, that failure to assure this may have the result that User will not gain access to his STT;
- The User is of sufficient age to legally create and obtain STT;
- The User understands that STT Tokens may have no value.

4. STT Tokens

The Stockus 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 on the Stockus Platform. The company does not guarantee and is not representing in any way to Buyer that the Stockus Tokens have any rights, uses, purpose, attributes, functionalities or features.

No Purpose.

As mentioned above, the STT Tokens do not have any rights, uses, purpose, attributes, functionalities or features, express or implied. Although STT Tokens may be tradable, they are not an investment, currency, security, commodity, a swap on currency, or any other kind of financial instrument.

Company's Use of Proceeds.

Buyer acknowledges and understands that the proceeds from the sale of the STT Tokens will be utilized by Company in its sole discretion.

Not a purchase of Stockus Platform

Tokens purchased under this Agreement are not tokens on the Stockus Platform. Buyer acknowledges, understands and agrees that Buyer should not expect and there is no guarantee or representation made by Company 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.

Not a Claim, Loan or Ownership Interest.

The purchase of STT Tokens: (a) does not provide Buyer with rights of any form with respect to the Company 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 Company; and (c) does not provide Buyer with any ownership or other interest in Company.

Not an Offering of Securities, Commodities, or Swaps. The sale of STT Tokens and the Stockus Tokens themselves are not securities, commodities, swaps on either securities or commodities or a financial instrument of any kind. Purchases and sales of Stockus 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, security, commodity, or a swap on either a security or commodity.

Not an Investment.

Buyer should not participate in the Stockus Token Distribution or purchase Stockus Tokens for investment purposes. Stockus 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 Company that: (a) the Stockus Software will ever be adopted; (b) the Stockus Software will be adopted as developed by Stockus. and not in a different or modified form; (c) a blockchain utilizing or adopting the Stockus Software will ever be launched; and (d) a blockchain will ever be launched with or without changes to the Stockus Software and with or without a distribution matching the fixed, non-transferable Stockus Token balances. Furthermore, Stockus Tokens will not have any functionality or rights on the Stockus Platform and holding Stockus Tokens is not a guarantee, representation or warranty that the holder will be able to use the Stockus Platform, or receive any tokens utilized on the Stockus Platform, even if the Stockus Platform is launched and the Stockus Software is adopted, of which there is no guarantee, representation or warranty made by Company.

Not for Speculation.

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

Intellectual Property.

Company retains all right, title and interest in all of Company's intellectual property, including, without limitation, inventions, ideas, concepts, code, discoveries, processes, 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 Company's intellectual property for any reason without Company's prior written consent.

No Ownership, Revenue or Governance Rights.

In particular, User understands and accepts that Stockus does not represent or constitute any ownership right or stake, share or security or equivalent rights nor any right to receive future revenues, shares or any other form of participation or governance rights in or relating to the Stockus Project and/or Stockus.

5. "Pre-ICO" and Delivery

The Company is offering 13.3% (2 million Stockus) of total estimated token supply (15 million Stockus) in a sale named "Pre-ICO". The remaining supply (86.7%) is to be issued and distributed at Company's discretion - a non-binding proposal of the token distribution is presented in The Whitepaper.

Activation Threshold.

If Contributions of less than ETH 170 are submitted to the Stockus, the project is considered to have failed. The User's contribution will be refunded back to the address used to transfer the ETH to the Stockus. A maximum of 1% transfer fee might apply.

Maximum Contribution Amount.

The Maximum Contribution Amount will be 2,000 ETH (approx. USD 0.5 million, depending on the development of the exchange rate USD/ETH).

Transferability of Stockus during the Creation Period and after. Any and all STT are not transferable until the main ICO, starting with the beginning of the Creation Period, as outlined in the With Paper.

6. Stockus Software Launch Date

The company may provide guidance on the expected launch date of the Stockus token (Stockus), but due to the uncertain nature of software development and pioneering aspects of the Stockus Software, the actual launch date may differ from Company's expectations or announcements.

7. Non-Refundable.

The User understands and accepts that all Contributions for Stockus are final and may not be reversed. Contributions are non-refundable. By contributing to Stockus, the User acknowledges that he has no right to request a refund for any reason and that the User will not receive money or other compensation for any Stockus that is not used or remains unused.

8. No Warranty

The company does not warrant that Your purchase will be suitable for Your purposes (or any purpose) and is offered to You without any warranty whatsoever, on an "as-is" basis. Company shall not be liable for any losses, damages, claims, economic damages, or any other money amounts related to Your purchase, to the maximum extent permitted by law, in tort, contract, negligence or any other theory of law.

9. Disclaimer of Risk

You agree not to hold Company responsible for issues related to the Ethereum blockchain, Stockus, Stockus Software, or any other related components, including failure to complete any aspect of the project in line with forward-looking technical plans or technical limitations of the project that reduces or eliminates the utility of Stockus to You.

You specifically agree that Company (including its directors, officers, and employees) shall not be responsible for any of the following risks:

No Rights, Functionality or Features.

Stockus Tokens have no rights, uses, purpose, attributes, functionalities or features, express or implied. Stockus Tokens do not entitle holders to participate on the Stockus Platform, even if the Stockus Platform is launched and the Stockus Software's development is finished, and the Stockus Software is adopted and implemented.

Stockus Platform.

Buyer should not purchase Stockus Tokens in reliance on the Stockus Platform because Stockus Tokens are not usable on the Stockus Platform and do not entitle Buyer to anything concerning the Stockus Platform.

Reliance on Third-Parties.

Even if completed, the Stockus Software will rely, in whole or partly, on third parties to adopt and implement it and to continue to develop, supply, and otherwise, support it. There is no assurance or guarantee that those third parties will complete their work, properly carry out their obligations, or otherwise meet anyone's needs, all of which might have a material adverse effect on the Stockus Software and Stockus Platform.

Exchange & Counterparty Risks.

If Buyer sends ETH to the Stockus Token Contract from an exchange or an account that Buyer does not control, pursuant to the Stockus Token Contract, Stockus Tokens will be allocated to the account

that has sent ETH; therefore, Buyer may never receive or be able to recover Buyer's Stockus Tokens. Furthermore, if Buyer chooses to maintain or hold Stockus Tokens through a cryptocurrency exchange or other third party, Buyer's Stockus Tokens may be stolen or lost. In addition, third parties may not recognize Buyer's claim to any derivative tokens if and when launched by third parties according to the distribution rules set in the Stockus Software. By using the Stockus Distribution Contract, using the Stockus Token Contract and/or by purchasing Stockus Tokens, Buyer acknowledges and agrees that Buyer sends ETH to the Stockus Token Contract through an exchange account and/or holds Stockus Tokens on a cryptocurrency exchange or with another third party at Buyer's own and sole risk.

Project Completion.

The development of the Stockus Software 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.

Lack of Interest.

Even if the Stockus Software is finished and adopted and the Stockus Platform is launched, the ongoing success of the Stockus Platform relies on the interest and participation of third parties like content creators. There can be no assurance or guarantee that there will be sufficient interest or participation in the Stockus Platform.

The risk associated with other applications.

The User understands and accepts that the Stockus Project may give rise to other, alternative projects, promoted by unaffiliated third parties, under which Stockus will have no intrinsic value.

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. 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 cryptographic tokens, digital assets, blockchain technology and its applications. Such changes could negatively impact Stockus Tokens in various ways, including, for example, through a determination that Stockus Tokens are regulated financial instruments that require registration. The company may cease the distribution of Stockus Tokens, the development of the Stockus Software or cease operations in a jurisdiction in the event that governmental actions make it unlawful or commercially undesirable to continue to do so.

Risk of Government Action.

As noted above, the industry in which Company operates is new and may be subject to heightened oversight and scrutiny, including investigations or enforcement actions. There can be no assurance that governmental authorities will not examine the operations of Company and/or pursue enforcement actions against Company. Such governmental activities may or may not be the result of targeting Company in particular. All of this may subject Company to judgments, settlements, fines or penalties, or cause Company to restructure its operations and activities or to cease offering certain products or services, all of which could harm Company's reputation or lead to higher operational costs, which may, in turn, have a material adverse effect on the Stockus Tokens and/or the development of the Stockus Software.

Other Risks.

A) vulnerabilities in underlying blockchain technology, e.g. the Ethereum platform, such as flaws in its EVM implementation or smart contract exploits; or, B) problems with the Ethereum blockchain that cause You to not receive Your Stockus; or, C) theft or loss of Your private keys; or, D) vulnerabilities of the cryptographic foundations of Ethereum (upon which Stockus may rely); or, E) bugs or unintended operation of smart contracts related to Stockus due to Company's error, mistake, or inadvertence; or, F) wallet software that You use to manage Stockus may contain bugs or operate in a way that results in You losing access to Stockus.

10. Compliance with Local Law.

There may be laws that apply to Your Pre-Order in Your jurisdiction. You shall be solely responsible for compliance with local law and shall indemnify Company against any liability (including the costs of defending against claimed liability) incurred as a result of Your non-compliance.

Taxes.

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

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.

Sanctions Compliance.

Neither Buyer, nor any person having a direct or indirect beneficial interest in Buyer or Stockus Tokens being acquired by Buyer, or any person for whom Buyer is acting as agent or nominee in connection with Stockus 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.

Funds.

The funds, including any fiat, virtual currency or cryptocurrency, Buyer uses to purchase Stockus 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 Stockus Tokens to finance, engage in, or otherwise support any unlawful activities.

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.

Additional Information.

Upon Company's request, Buyer will immediately provide to Company information and documents that Company, 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 Company disclosing such information and documents in order to comply with applicable laws, regulations, rules or agreements. Buyer acknowledges that Company may refuse to distribute Stockus Tokens to Buyer until such requested information is provided.

11. Limitation of Liability

To the maximum extent permitted by applicable law, Company shall not be liable, directly or indirectly, for any indirect, economic, special, incidental, exemplary, consequential, or punitive damages, lost profits, lost revenue, lost earnings, lost tokens, corrupted wallet data, failure to realize any savings, gains, losses or any other damage or loss to You.

Notwithstanding any other provision of this agreement, Company's liability to You shall be limited to the lesser of USD 100 of any consideration paid for Your Stockus.

12. Severance.

If any provision of this agreement is deemed to be unenforceable or unlawful by a court or competent authority, then the offending provision shall be struck out, and the remaining provisions shall continue in effect.

13. Force Majeure.

Company shall not be liable for any failure or delay in the performance of its obligations (or Stockus Software) if the reason for the failure or delay is an issue with the Ethereum blockchain or any other event or circumstance beyond Company's control.

15. Notice.

You may provide notice to Company by contacting legal@stockus.io.

16. Entire Agreement.

This is the entire agreement between the parties concerning Stockus, or any other aspect of the Stockus Software and supersedes any other understanding, representations or agreements between the parties.

17. Contract Address.

The Stockus Token contract is published on Ethereum address:
0xDed5033D170a113efD2Fe3960531fB40F0241026