

SilentNotary Token Sale Agreement

Posted: October 25, 2017

Effective Date: October 25, 2017

1. Introduction and the Purpose of SilentNotary

Sigany Ltd a corporation organized under the laws of Belize, with the registration number 164,617 (hereinafter the “the Company”) welcomes You (hereinafter the “User”) to use SilentNotary’s smart contract deployed in Ethereum decentralized platform (hereinafter ‘SilentNotary Smart-Contract’) in accordance with the terms of SilentNotary Terms and Conditions.

The SilentNotary Smart-Contract is specifically developed and designed to provide Users with the opportunity to fix any fact of evidence in a variety of many digital forms, including but not limited: photo, video, sound recording, chat, multi-user chat by uploading hash of the User’s data to the Ethereum blockchain.

Due to the possibility of decentralized blockchain technology Ethereum the SilentNotary Smart-Contract provides to the User a possibility to record any facts of evidence in a lawful, secure, worldwide way.

The fee for the services and goods listed above is carried out in application’s tokens ‘SNTR’ (hereinafter ‘SNTR’ or ‘the SNTR digital token’).

The SNTR digital tokens are created on the ERC20 Ethereum Token Standard and are designed to be used to launch the SilentNotary Smart-Contract.

Based on the famous Howey test the SNTR digital tokens should not not be deemed as securities or a collective investment scheme:

- (i) the SNTR digital tokens do not grant to the User any voting or ownership rights;
- (ii) the SNTR digital tokens do not grant to the User any return on investment;
- (iii) the SNTR digital tokens do not grant to the User any profit and passive income from the ownership of the SNTR digital tokens.

The User can purchase SNTR through the Initial Token sale offering (hereinafter ‘TSO’) during the period of the TSO from 26/10/2017 to 28/10/2017 with optional amendments, additional periods or prolongations in Sigany Ltd sole discretion (hereinafter ‘TSO Period’) in accordance with this SilentNotary Token Sale Agreement.

2. Company’s Offer

This SilentNotary Token Sale Agreement constitutes an offer to conclude the agreement for purchase of SNTR digital token under the conditions stated below (Company’s Offer for purchase of SNTR digital token) and can be accepted by any person not otherwise than by adherence to the entire SilentNotary Token Sale Agreement, including the conditions of its applications, which are deemed to be its integral part.

This SilentNotary Token Sale Agreement includes and hereby incorporates by reference the following applications: SilentNotary Whitepaper (located at the website <https://silentnotary.com/>), (collectively, with this SilentNotary Token Sale Agreement, ‘*the SilentNotary Token Sale Agreement*’).

The Company may, in its sole discretion, amend the SilentNotary Token Sale Agreement at any time by posting a revised version on the site at <https://silentnotary.com/>

Any revisions to the SilentNotary Token Sale Agreement will take effect on the noted effective date or when posted if there is no noted effective date (each, as applicable, the “Effective Date”). If the change includes an increase of the fees charged by the SilentNotary, such change will take effect after five (5) days’ after it was posted.

3. User’s Acceptance

To become a party of the SilentNotary Token Sale Agreement, which means the acceptance of Company’s Offer for purchase of the SNTR digital token under the conditions stated below, the User shall purchase any amount of the SNTR digital token in accordance with the technical recommendations of the Company, which shall be published at <https://silentnotary.com/> no later than twelve (12) hours before the TSO Period.

By purchasing the SNTR digital token in accordance with the the technical recommendations of the Company, the User acknowledges and agrees that fully and unconditionally accepts the Company’s Offer for purchase of SNTR digital token under the conditions stated in the SilentNotary Token Sale Agreement, without reservation or exception.

The moment when the SilentNotary Token Sale Agreement is concluded (the acceptance of the public Company’s Offer for purchase of SNTR digital token), shall be the moment of the first purchase of the SNTR digital token.

If You do not agree to all of the terms of the SilentNotary Token Sale Agreement, You may not purchase any amount of the SNTR digital tokens.

4. The SilentNotary Token Sale Agreement Grants

The ownership of the SNTR digital tokens grants to the User an opportunity to run the SilentNotary Smart-Contract.

The SilentNotary Smart-Contract requires the SNTR for its work.

The calculation of the required tokens is described in the Whitepaper.

5. The SilentNotary Token Sale Agreement Grant Restrictions

User shall not, and shall not allow any third party to:

- (i) insert into the SilentNotary Smart-Contract any viruses, worms, date bombs, time bombs, or other code that is specifically designed to harm the use of the SilentNotary Smart-Contract to cease operating, or to damage, interrupt, or interfere with any end user data;
- (ii) disassemble, de-compile or otherwise reverse engineer the SilentNotary Smart-Contract or otherwise attempt to learn the source code or algorithms underlying the SilentNotary Smart-Contract;
- (iii) use the SNTR digital tokens for of illegal or unlawful actions or other unauthorized purposes;
- (iv) exceed the scope of any license granted to User hereunder.

6. Risks Relating to Purchase and Sale of the SNTR digital tokens

By purchasing, holding and using Tokens, you expressly acknowledge and assume the following risks:

- (i) Risk of Losing Access to Tokens Due to Loss of Private Key(s),
- (ii) Risks Associated with the Ethereum Platform Protocol,
- (iii) Risk of Hacking and Security Weaknesses,
- (iv) Risk of Uninsured Losses,
- (v) Risks Associated with Uncertain Regulations and Enforcement Actions.

7. Representations and Warranties

By purchasing the SNTR digital tokens the User represents and warrants that:

- (i) the User have read and understand the SilentNotary Token Sale Agreement in full;
- (ii) the User have read and understand the SilentNotary Whitepaper in full;
the User have read and understand Clause 6 about Risks Relating to Purchase, Sale of the SNTR digital tokens in full;
- (iii) the User fully understands, realizes and agrees with the information about the functionality, usage, storage, transmission mechanisms and other material characteristics of the SNTR digital tokens, blockchain technology, blockchain-based software systems and their risks, and appreciates the risks and implications of purchasing the SNTR digital tokens;
- (vi) the User fully understands, realizes and agrees that the SNTR digital tokens are created on a blockchain and are designed to be used to launch the SilentNotary Smart-Contract and it does not grant to the User any voting or ownership rights, any return on investment or any profit and passive income from the ownership of the SNTR digital tokens;
- (v) the User's purchase of the SNTR digital tokens complies with applicable laws and regulations in the User's jurisdiction;
- (vi) the User is not (i) a citizen or resident of a geographic area in which access to or use of the digital tokens is prohibited by applicable law, decree, regulation, treaty, or administrative act (such as China).

8. Purchasing of the SNTR digital tokens

In order to purchase the SNTR digital tokens User must comply with the requirements of Article 6 of the SilentNotary Token Sale Agreement.

The SNTR digital tokens issued in a limited number of $1 * 10^{12}$ digital tokens. All the SNTR digital tokens are of equal value and functionality.

User may purchase the SNTR digital tokens during the TSO Period by exchanging Ether (ETH) for the SNTR digital tokens at the exchange rate in accordance with the rules of the SilentNotary Whitepaper.

9. Taxes

User shall pay any applicable taxes, including sales, use, personal property, value-added, excise, customs fees, import duties or stamp duties or other taxes and duties imposed by governmental agencies of whatever kind and imposed with respect to the transactions under the SilentNotary Token Sale Agreement.

10. Proprietary rights.

The SilentNotary Token Sale Agreement does not convey the title or ownership of SilentNotary Smart-Contract to User but instead gives User only the limited rights and abilities to purchase the SNTR digital tokens as set forth above.

User acknowledges and agrees that SilentNotary Smart-Contract and its source code form, all

enhancements, corrections and modifications to the SilentNotary Smart-Contract, all copyrights, patents, trade secrets, or trademarks or other intellectual property rights protecting or pertaining to any aspect of SilentNotary Smart-Contract, are and shall remain the sole and exclusive property of SilentNotary.

11. Liability

The SilentNotary Smart-Contract and the SNTR digital tokens are provided «as is».

User acknowledges and agrees that the SilentNotary Smart-Contract and the SNTR digital tokens may contain bugs or minor mistakes, which the Company promises to correct if possible.

User acknowledges and agrees that the Company does not warrant User any financial or other type of outcome, which is the result of the use of the SilentNotary Smart-Contract and the SNTR digital tokens.

Nevertheless, the Parties shall be responsible for compliance with the terms of the SilentNotary Token Sale Agreement, for fulfillment of User's commitments and guarantees in the manner and in the amount prescribed by the SilentNotary Token Sale Agreement, in particular:

(i) In case of filing accusations, claims or lawsuits to the Company related to non-compliance by the User of the SilentNotary Token Sale Agreement and/or engagements entered by User during the participation of the TSO, the User agrees to settle such claims or actions on his own and at his own expense, as well as fully compensate the Company documented proven losses, court fees, legal costs, incurred in connection with the refusal of the User or untimely fulfillment of his obligations by the User.

(ii) In case of filing accusations, claims or lawsuits against the Company, related to non-compliance by the User with exclusive rights or other rights of third parties, the User agrees to settle such claims or actions on his own and at his own expense, as well as fully compensate the Company documented proven losses, court fees, legal costs, incurred in connection with the refusal of the User or untimely fulfillment of his obligations by the User.

12. The SilentNotary Token Sale Agreement Term & Termination

The SilentNotary Token Sale Agreement between the Company and User shall commence upon acceptance by User of all the terms of the SilentNotary Token Sale Agreement by clicking the buy now button or by purchasing any amount of the SNTR digital tokens and using any part of the SilentNotary Smart-Contract and shall continue until terminated in accordance with the terms of the SilentNotary Token Sale Agreement.

The Company shall have the right at its sole discretion and without any prior written notice terminate the SilentNotary Token Sale Agreement if:

- (i) User provided invalid data to complete the registration process;
- (ii) User failed to comply with the requirements of Article 8 of the SilentNotary Token Sale Agreement;
- (iii) User failed to comply with the other terms and conditions of the SilentNotary Token Sale Agreement.

Upon termination of the SilentNotary Token Sale Agreement, for whatever reason, all licenses granted by the SilentNotary to User under the SilentNotary Token Sale Agreement, User's SNTR digital tokens shall be immediately terminated without any data restoration.

Upon termination of the SilentNotary Token Sale Agreement, each party will remain liable to the other for any amounts due and owing to the other party as of the date of termination, and such obligation to pay shall survive any termination of the SilentNotary Token Sale Agreement.

13. Miscellaneous

Notices: Any notice or other communication under the SilentNotary Token Sale Agreement shall be in writing and shall be considered given and received when sent by email.

Competent law and jurisdiction: the SilentNotary Token Sale Agreement and the relationship between the Parties shall be governed by the laws of the Country of Belize.

Severability: If any provision of the SilentNotary Token Sale Agreement is held by any court of competent jurisdiction to be illegal, null or void, all the remaining provisions of the SilentNotary Token Sale Agreement shall remain in full force and effect.