



## **Terms & Conditions of the UMK Tokens sale agreement**

Last updated: 25.04.2018

PLEASE READ CAREFULLY THIS AGREEMENT AS IT AFFECT YOUR OBLIGATIONS AND LEGAL RIGHTS, INCLUDING, BUT NOT LIMITED TO WAIVERS OF RIGHTS AND LIMITATION OF LIABILITY. PURCHASER UNDERSTANDS AND AGREES THAT BY VIRTUE OF PURCHASE OF UMK TOKENS PURCHASER IS SUBJECT TO AND BOUND BY THIS AGREEMENT. NOTE THAT THIS AGREEMENT INCLUDES PRE-DISPUTE RESOLUTION CLAUSE, ARBITRATION CLAUSE AND A CLASS ACTION WAIVER CLAUSE. IF YOU HAVE ANY QUESTIONS REGARDING THIS AGREEMENT, PLEASE CONTACT THE COMPANY AT [UMKA.LABORMARKET@GMAIL.COM](mailto:UMKA.LABORMARKET@GMAIL.COM).

BUYING UMK TOKENS INVOLVES RISKS, AND PURCHASERS SHOULD BE ABLE TO BEAR THE LOSS OF THEIR ENTIRE PURCHASE. ALL PURCHASERS SHOULD MAKE THEIR OWN DETERMINATION OF WHETHER OR NOT TO MAKE ANY PURCHASE, BASED ON THEIR OWN INDEPENDENT EVALUATION AND ANALYSIS. DO NOT PURCHASE UMK TOKENS IF YOU ARE NOT AN EXPERT IN DEALING WITH CRYPTOGRAPHIC TOKENS AND BLOCKCHAIN-BASED SOFTWARE SYSTEMS. PRIOR TO PURCHASING UMK TOKENS, PURCHASER SHOULD CAREFULLY CONSIDER THE TERMS AND CONDITIONS OF THIS UMK TOKENSALE AGREEMENT LISTED BELOW AND, TO THE EXTENT NECESSARY, CONSULT AN AUMKOPRIATE LAWYER, ACCOUNTANT, OR TAX PROFESSIONAL. IF ANY OF THE FOLLOWING TERMS ARE UNACCEPTABLE TO YOU, YOU SHOULD NOT PURCHASE UMK TOKENS. BY PURCHASING UMK TOKENS, AND TO THE EXTENT PERMITTED BY LAW, YOU AGREE NOT TO HOLD ANY OF THE THE COMPANY AND ITS 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 LIABLE FOR ANY LOSSES OR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING FROM, OR IN ANY WAY CONNECTED, TO THE SALE OF UMK TOKENS, INCLUDING LOSSES ASSOCIATED WITH THE TERMS SET FORTH BELOW.

PLEASE NOTE THAT COMPANY IS IN THE PROCESS OF UNDERTAKING A LEGAL AND REGULATORY ANALYSIS OF THE FUNCTIONALITY OF UMK TOKEN. FOLLOWING THE CONCLUSION OF THIS ANALYSIS, COMPANY MAY DECIDE TO AMEND THE INTENDED FUNCTIONALITY OF UMK TOKEN IN ORDER TO ENSURE COMPLIANCE WITH ANY LEGAL OR

REGULATORY REQUIREMENTS TO WHICH COMPANY IS SUBJECT. WE SHALL PUBLISH A NOTICE ON OUR WEBSITE OF ANY CHANGES THAT WE DECIDE TO MAKE MODIFICATIONS TO THE FUNCTIONALITY OF UMK TOKENS AND IT IS YOUR RESPONSIBILITY TO REGULARLY CHECK OUR WEBSITE FOR ANY SUCH NOTICES. ON THE CONCLUSION OF THIS ANALYSIS, WE WILL DECIDE WHETHER OR NOT TO CHANGE THE FUNCTIONALITY OF UMK TOKENS.

UMKA PLANET CORP. DOES NOT ACCEPT ANY USERS FROM THE COUNTRIES OR TERRITORIES WHERE ITS ACTIVITY SHALL BE ESPECIALLY LIENCED, ACCREDITED OR REGULATED BY OTHER WAYS. YOU SHALL CHECK YOUR APPLICABLE LAW AND BE FULLY RESPONSIBLE FOR ANY NEGATIVE IMPACT ARISEN FROM YOUR RESIDENCE COUNTRY REGULATIONS. IF YOU ARE TRAVELLING TO ANY OF THESE COUNTRIES, YOU ACKNOWLEDGE THAT OUR SERVICES MAY BE UNAVAILABLE AND/OR BLOCKED IN SUCH COUNTRIES. UMKA PLANET CORP.. RESERVES THE RIGHT TO IMPOSE ADDITIONAL REQUIREMENTS OR CONDITIONS BEFORE ACCEPTING PURCHASERS RESIDING IN OR FROM SPECIFIC COUNTRIES IN ITS SOLE DISCRETION.

UNITED STATES OF AMERICA (HEREINAFTER REFERRED TO AS THE - "US") [UNLESS THEY ARE CERTIFIED "ACCREDITED INVESTORS" WITHIN THE MEANING OF THE SECURITIES ACT OF 1933] AND SEYCHELLES WARNING NOTE: US AND SEYCHELLES CITIZENS AND RESIDENTS ARE NOT ELIGIBLE AND NOT ALLOWED TO PARTICIPATE IN THE UMK TOKENS SALE DUE TO VARIOUS TAXATION AND REGULATORY ISSUES. YOU ARE ONLY ALLOWED TO USE THE WEBSITE AND PURCHASE UMK TOKENS IF YOU ARE NEITHER A US CITIZEN OR PERMANENT/TEMPORARY RESIDENT OF THE US (INCLUDING PUERTO RICO, THE US VIRGIN ISLANDS, AND ANY OTHER POSSESSIONS OF THE US) OR SEYCHELLES. IN ORDER TO BUY UMK TOKENS AND BY BUYING THEM YOU COVENANT, REPRESENT, AND WARRANT THAT NONE OF THE OWNERS OF THE COMPANY, OF WHICH YOU ARE AN AUTHORIZED OFFICER ARE US CITIZEN OR PERMANENT RESIDENT, NOR YOU HAVE A PRIMARY RESIDENCE OR DOMICILE IN THE UNITED STATES (INCLUDING PUERTO RICO, THE US VIRGIN ISLANDS, AND ANY OTHER POSSESSIONS OF THE US) OR SEYCHELLES. SHOULD THIS CHANGE AT ANY TIME, YOU SHALL IMMEDIATELY NOTIFY US. YOU ALSO REPRESENT AND WARRANT THAT YOU ARE NOT A CITIZEN OR RESIDENT OF A GEOGRAPHIC AREA IN WHICH ACCESS TO OR

USE OF THE CRYPTOCURRENCY OR TOKENS IS PROHIBITED BY APPLICABLE LAW, DECREE, REGULATION, TREATY, OR ADMINISTRATIVE ACT. WE SHALL RESERVE THE RIGHT TO REFUSE SELLING UMK TOKENS TO ANYONE WHO DOES NOT MEET THE CRITERIA SET FORTH ABOVE. THE ACCREDITED INVESTORS WITHIN THE MEANING OF THE SECURITIES ACT OF 1933 OF THE UNITED STATES OF AMERICA, ARE ALLOWED TO THE TOKENS SALE BUT SUCH ACCREDITED INVESTORS SHALL NOT BY ANY LAWFUL MEANS ALIENATE PURCHASED UMK TOKENS FOR 1 (ONE) YEAR AFTER THE PURCHASE TOOK PLACE.

IF YOU DO NOT AGREE WITH THIS AGREEMENT AND CONDITIONS, OF UMK TOKENS SALE YOU MUST NOT ACCESS OR USE THE WEBSITE OR PURCHASE UMK TOKENS VIA [HTTPS://UMKA.CITY](https://umka.city) WEBSITE.

## **PREAMBLE**

The following terms and conditions of the UMK Tokens sale agreement ("Agreement") govern your ("You" or the "Purchaser") purchase of cryptographic tokens ("UMK Tokens") from Umka Planet Corp., registry number 203718 at Seychelles, Suite 1, Second Floor, Sound & Vision House, Francis Rachel Street ("We", "Us", "Umka" or the "Company"). The Purchaser and the Company each are "Party" and, together, the "Parties" to this Agreement agree as follows:

## **ACCEPTANCE & CHANGES TO THIS AGREEMENT**

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1. Subject to the Terms of Service, Privacy Policy and this Agreement, the Company agrees to sell to you and you agree to purchase from Company a specific number of UMK Tokens at the price under section 31 of this Agreement.
2. By the fact of purchase of UMK Tokens from the Company and confirmation of acceptance of this Agreement and/or by clicking on the checkbox "I agree" at the website <https://www.umka.city/> as such actions are a symbol of Purchaser's signature, the Purchaser confirm that he/she/it have read this Agreement carefully and in its entirety and

understand that HE/SHE/IT IS CONSENTING TO BE BOUND BY AND IS BECOMING A PARTY TO THIS AGREEMENT and any terms or agreement incorporated by reference AND AGREE THAT THIS AGREEMENT IS ENFORCEABLE LIKE ANY WRITTEN NEGOTIATED AGREEMENT SIGNED BY YOU. The Purchaser may withdraw from his/her/its obligations under this Agreement at any time under conditions of this Agreement.

3. Unless otherwise stated herein, this Agreement governs only Purchaser's acquisition of Tokens from Umka during the Sale Period. Any use of UMK Tokens in connection with providing or receiving Services in the Platform shall be governed primarily by other applicable agreements and policies. The Company may use third party services to process the Token Sale and any rules applicable by third party described in this Agreement to such processing of UMK Tokens should also be applicable in addition to this Agreement.

4. This Agreement is intended to fully reflect the terms and conditions of the original agreement between the parties. No provision of this Agreement shall be considered waived unless such waiver is accepted by the party that benefits from the enforcement of such provision by action of a click in a specific check box with the text "I agree" at the Website, which shall be published on the Website in such case. No waiver of any provision in this Agreement, however, will be deemed a waiver of a subsequent breach of such provision or a waiver of a similar provision. In addition, a waiver of any breach or a failure to enforce any term or condition of this Agreement will not in any way affect, limit, or waive a party's rights hereunder at any time to enforce strict compliance thereafter with every term and condition hereof.

5. The Purchaser acknowledges and accepts that this Agreement may be modified, changed, supplemented, updated at any time without prior written notice, at sole discretion of Umka. Your continued use of the UMK Tokens after any amendments or alterations of this Agreement shall constitute Your consent hereto and acceptance hereof. At any case, the date of the most recent amendments and alterations will be indicated at the top of this Agreement. If the Purchaser does not agree to such revised terms of the Agreement

he/she/it must stop using this UMK Tokens and may withdraw from his/her/its obligations under this Agreement at any time under conditions of this Agreement.

## **INTERPRETATION**

6. In this Agreement unless the opposite is clear from the context the following rules of interpretation apply:

1) Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular;

2) Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

3) References to clauses and schedules are to the clauses and schedules of this Agreement and references to paragraphs are to paragraphs of the relevant schedule;

4) A reference to any party shall include that party's personal representatives, successors and permitted assigns.

5) All references to a person include firms, companies, government entities, trusts and partnerships or other or unincorporated body (whether or not having separate legal personality);

6) The term 'including' does not exclude anything not listed;

7) A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time;

8) A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.

9) A reference to writing or written includes fax and e-mail.

10) Any obligation on a party not to do something includes an obligation not to allow that thing to be done.

11) Any words following this Agreement including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding or following that agreement.

12) Headings of sections are for convenience only and shall not be used to limit or construe such sections. All the sections in this Agreement shall survive any termination or expiration of this Agreement.

7. The following definitions and rules of interpretation apply in this Agreement:

<b>Definition</b>	<b>Interpretation</b>
"Agreement"	Terms and Conditions of this Agreement and any other rules, policies or procedures that may be issued by Umka and published from time to time on the Website (including the Accompanying Documents).
"Purchaser" or "You"	A party to this Agreement which is any person, who uses the Website for purchase of UMK Tokens via account on the Website. The Company reserves its right to set forth at any time and upon its own discretion special eligibility conditions or other requirements to certain UMK Tokens Purchasers.
"Umka" or "Company", "We", Us"	Umka Planet Corp., registry number 203718 at Seychelles, Suite 1, Second Floor, Sound & Vision House, Francis

	Rachel Street, Victoria, Mahe, Seychelles which issues and offer UMK Tokens for sale under this Agreement.
"Accompanying Documents"	Other UMK Tokens Sale regulatory documents accompanying and detailing this Agreement, being inalienable part hereof and published on the Website (including but not limited to Privacy Policy, Terms of service, Cookies policy). In case of any discrepancies between Accompanying Documents and the Agreement, the latter shall apply. Materials, such as the White Paper and others, published in the Website or elsewhere, are not binding and do not – unless explicitly referred to herein – form part of this Agreement, and are of descriptive nature only and cannot be considered as any type of Accompanying documents.
"Affiliate"	Any person or entity that has any relation to the Umka, including, but not limited to partners, employees, agents and contractors of the Company.
"Applicable Law"	Law applicable under this Agreement to any and all relations between the Purchaser and the Company.
"Politically exposed person" or "PEP"	<b>Foreign PEPs:</b> individuals who are or have been entrusted with prominent public functions by a foreign country, for example Heads of state or Heads of government, senior politicians, senior government, judicial or military officials, senior executives of state owned corporations, important political party officials. <b>Domestic PEPs:</b> individuals who are or have been entrusted domestically with prominent public functions, for example Heads of State or of



	government, senior politicians, senior government, judicial or military officials, senior executives of state owned corporations, important political party officials.
"Third party"	Any natural or legal person who is not a Party according to this Agreement
"Applicable Exchange Rate"	The volume-weighted average price of Ethereum (ETH) or Bitcoin (BTC) at Bitfinex cryptocurrency exchange (available in the Internet via <a href="https://www.bitfinex.com">https://www.bitfinex.com</a> ) at the Effective Date in this Agreement.
"Umka Platform" or "Platform"	A digital platform (not a legal entity) operated by Umka Planet Corp., a legal entity incorporated in Seychelles as a space for cooperation between employers and contractors that offers a wide array of useful tools, including but not limited to: digital passport services, arbitration services, secure contracts services etc., via use of UMK Tokens.
"Cryptocurrency"	Digital cryptographic representation of assets, represented by Ethereum (ETH) or Bitcoin (BTC) accepted during the Token Sale by the Company under the section 30 of this Agreement used by Purchasers for aquisition of UMK Tokens. The Company reserves it's right to accept other cryptocurrency at it's sole discretion, including fiat currencies.
"Intellectual Property Rights"	Any invention, patent, utility model right, copyright and related right, registered design, unregistered design right, trade mark, trade name, internet domain name, design

	<p>right, design, service mark, database rights, topography rights, rights in get-up and trade dress, rights in goodwill or to sue for passing off and any other rights of a similar nature or other industrial or intellectual property rights owned or used by the Umka in any part of the world whether or not any of the same is registered (or capable of registration), including applications and the right to apply for and be granted, extensions or renewals of and rights to claim priority from, such rights and all equivalent or similar rights or protections which subsist now or will subsist in the future.</p>
"UMK Token"	<p>Digital cryptographic token, which is a software digital product (not being cryptocurrency), created and issued by the Company as a cryptographically secured representation of the right to exchange UMK Token for services on the Platform and which give the Purchaser access to certain features on the Platform.</p>
"UMK Tokens Sale"	<p>An offering, public sale and distribution of UMK Tokens to eligible Purchasers held during a limited period of time specified in section 30 of this Agreement.</p>
"Smart Contract" or "Smart Contract System"	<p>Digital computer protocol intended to facilitate, verify and enforce the negotiation and purchase of UMK Tokens by Purchaser.</p>
"Website"	<p>A group of interrelated websites owned and operated by Umka Planet Corp., available in the Internet via address: <a href="https://www.umka.city/">https://www.umka.city/</a> and special application based on blockchain technology.</p>

1. Certain statements in this Agreement and informational documents of the Company constitute “forward-looking information” under applicable laws. Except for statements of historical fact, information contained herein may constitute forward-looking statements. When used in this Agreement, the words “may,” “will,” “should,” “project,” “anticipate,” “believe,” “estimate,” “intend,” “expect,” “continue,” and similar expressions or the negatives thereof are generally intended to identify forward-looking statements. Forward looking statements are not guarantees of future performance, and undue reliance should not be placed on them. Such forward-looking statements necessarily involve known and unknown risks and uncertainties, which may cause actual performance on Company’s obligations, market projections and financial results in future periods to differ materially from any projections of future performance or result expressed or implied by such forward looking statements. Although forward-looking statements contained herein are based upon what management believes may be reasonable assumptions, forward-looking statements may prove to be inaccurate, as actual results and future events could differ materially from those anticipated in such statements. The Company expressly disclaims any obligation or undertaking to disseminate any updates or revisions to any forward-looking statement contained herein to reflect any change in its expectation with regard thereto or any change in events, conditions, or circumstances on which any such statement is based.

2. This Agreement is intended to fully reflect the terms and conditions of the original agreement between the parties. No provision of this Agreement shall be considered waived unless such waiver is accepted by the party that benefits from the enforcement of such provision by action of a click in a specific check box with the text “I agree” on the Website or Platform, which shall be published on the Website or Platform in such case. No waiver of any provision in this Agreement, however, will be deemed a waiver of a subsequent breach of such provision or a waiver of a similar provision. In addition, a waiver of any breach or a failure to enforce any term or condition of this Agreement will not in any way affect, limit, or waive a Party’s rights hereunder at any time to enforce strict compliance thereafter with every term and condition hereof.

## Eligible purchasers

8. By purchasing UMK Tokens each Purchaser covenants, represents, and warrants that (under the Applicable Law and law of the country of Purchaser's residence):

1) he/she/it is of an age of majority to enter into this Agreement (at least 18 years of age), meets all other eligibility criteria and residency requirements, and is fully able and legally competent to use the Website, enter into agreement with the Umka and in doing so will not violate any other agreement to which he/she/it is a party;

2) he/she/it has necessary and relevant experience and knowledge to deal with cryptographic Tokens, cryptocurrencies and Blockchain-based systems, as well as full understanding of their framework, and is aware of all the merits, risks and any restrictions associated with cryptographic Tokens (their purchase and use), cryptocurrencies and Blockchain-based systems, as well as knows how to manage them, and is solely responsible for any evaluations based on such knowledge;

3) if he/she/it is a corporation or other legal entity, he/she/it has the right, power and authority to enter into this Agreement on behalf of the corporation or other legal entity and bind them to this Agreement;

4) Is not a foreign or domestic PEP.

5) he/she/it will not be using the Website for any illegal activity, including but not limited to money laundering and the financing of terrorism;

6) Purchaser created an Account on the Website and accepted Umka Terms of Use, Umka Privacy Policy and Umka Cookies Policy.

9. Purchaser is only allowed to purchase UMK Tokens if and by buying UMK Tokens he/she/it covenant, represent, and warrant that you are neither a citizen, resident or tax resident of Seychelles and/or the United States of America (hereinafter referred to as the

“U.S.” or U.S. Person under definition of Rule 902 of the U.S. Securities Act of 1933) and do not possess status of accredited investor subject to provisions of Securities Act of 1933, and countries or territories or individuals under the sanctions of the United Nations or the European Union (the list is available at: [https://eeas.europa.eu/sites/eeas/files/restrictive\\_measures-2017-08-04.pdf](https://eeas.europa.eu/sites/eeas/files/restrictive_measures-2017-08-04.pdf)).

10. The Seychelles and U.S. citizens and residents are not eligible and not allowed to participate in the UMK Tokens Sale due to various taxation and regulatory issues. Purchaser is only allowed to purchase UMK Tokens if he/she/it is neither a Seychelles and/or a U.S., citizen nor permanent resident of the mentioned states, nor Purchaser has a primary residence or domicile in Seychelles and/or the U.S. (including Puerto Rico, the U.S. Virgin Islands, and any other possessions of the U.S.). In order to buy UMK Tokens and by buying them Purchaser covenants, represents, and warrants that none of the owners of the company, of which Purchaser can be an authorized officer, are Seychelles and/or U.S. citizens or permanent residents. Should this change at any time, Purchaser shall immediately notify the Company. Purchaser also represent and warrant that he/she/it is not a citizen or resident of a geographic area in which access to or use of the cryptocurrency or cryptographic tokens is prohibited by applicable law, decree, regulation, treaty, or administrative act. The Company shall reserve the right to refuse to sell UMK Tokens to anyone who does not meet the citizenship and residence criteria set forth above. Purchasers cannot resell UMK Tokens to citizens and residents of countries and territories restricted in this Agreement.

## **DESCRIPTION OF UMK TOKENS**

11. UMK Tokens are digital cryptographic tokens based on the Ethereum protocol technology and conform to the ERC20 standard and serve as a software digital product (not being cryptocurrency), created and issued by the Company as a cryptographically secured representation of the right to exchange UMK Token for interaction and services on the Platform and which give the Purchaser access to certain features on the Platform.

12. There will be in total 180 000 000 UMK (one hundred eighty million) UMK Tokens available (“Total UMK Tokens Number”). Umka shall not create additional UMK Tokens at any time after the initial token release. All UMK Tokens unsold during the Token Sale shall be burnt.

13. UMK Tokens shall be distributed in the following manner:

1) 55% of the Total UMK Tokens Number shall be distributed to the Purchasers during the Token Sale;

2) 5% of the Total UMK Tokens Number shall be distributed to project advisors;

3) 15% of the Total UMK Tokens Number shall be distributed to bonuses;

4) 10% of the Total UMK Tokens Number shall be distributed to team members;

5) 5% of the Total UMK Tokens Number shall be distributed to bounty campaign;

5) 10% of the Total UMK Tokens Number shall be reserved.

14. UMK Tokens carries no rights, express or implied, other than those, set out herein, subject to Umka development of the project. In particular, UMK Tokens holders shall not have any influence in the development or governance of Umka, and UMK Tokens do not represent or constitute any ownership right or stake, share or security or equivalent rights or any right to receive future revenue shares, or any other form of participation in or relating to Umka.

15. Purchaser acknowledge and accept that UMK Tokens do not represent or constitute:

a) any ownership right or stake, share, equity, security, commodity, bond, debt instrument or any other financial instrument or investment carrying equivalent rights;

b) any right to receive future revenues, shares or any other form of participation or governance right from, in or relating to Company and Platform;

c) any form of money or legal tender in any jurisdiction, nor do they constitute any representation of money (including electronic money).

16. Any potential future use of UMK Tokens in connection with the provision or receipt of services on Umka Platform, shall be subject to and governed by such other applicable terms, conditions and policies relating to the use of each such service or Platform. Such terms and conditions regulating the use of the Platform shall be made available to the Platform users.

17. UMK Tokens are not consumer products and its holders accepts explicitly and agree to it that they are not covered by the consumer protection regulation of any jurisdiction.

## **ACKNOWLEDGEMENT AND ASSUMPTION OF RISKS RELATED TO UMK TOKENS**

18. Purchaser understand that UMK Tokens, blockchain technology, Ethereum, Ether and other associated and related technologies are new and untested and outside of Umka's exclusive control and adverse changes in market forces or the technology, broadly construed, may prevent or compromise Umka's performance under this Agreement.

19. Purchaser agree that no other party (including, without limitation any) may be held liable for any loss arising out of, or in any way connected with Purchaser's participation in the UMK Tokens-sale, or receiving and holding Tokens or such risk.

20. Purchaser also acknowledge that prior to receiving UMK Tokens he have been warned of the following risks, associated with the Website, the Umka Tokens, the Platform and other relevant technologies mentioned herein:

## **LEGAL RISKS REGARDING SECURITIES REGULATIONS**

21. There is a risk that in some jurisdictions the UMK Tokens might be considered to be a security, or that it might be considered to be a security in the future. Umka does not give warranties or guarantees that UMK Tokens are not a security in all jurisdictions. Each holder of UMK Tokens shall bear its own legal or financial consequences of UMK Tokens being considered a security in their respective jurisdiction. Every Purchaser is bound to check if acquisition and disposal of UMK Tokens is legal in his jurisdiction, and by accepting this Agreement, each Purchaser undertakes not to use UMK Tokens should their use not be legal in the relevant jurisdiction. If Purchaser establishes that the use of UMK Tokens under this Agreement is not legal in his jurisdiction, You should not use the UMK Tokens, not acquire them and should immediately stop using or possessing them if such case arises. Acquiring cryptographic Tokens for personal possession and exchanging them for other cryptographic Tokens will most likely continue to be scrutinized by various regulatory bodies around the world, which has so far given mixed reactions and regulatory impact. The legal ability of Umka to provide UMK Tokens and the Platform in some jurisdictions may be eliminated by future regulation or legal actions. In the event, it turns out with a high degree certainty that UMK Tokens are not legal in certain jurisdiction, Umka will either:

a) cease operations in that jurisdiction, or

b) adjust UMK Tokens and the Platform in a way to comply with the regulation should that be possible and viable.

## **RISKS ASSOCIATED WITH ETHEREUM**

22. UMK Tokens are based on Ethereum blockchain. As such, any malfunction, unintended function or unexpected functioning of the Ethereum protocol may cause the UMK Tokens to malfunction or function in an unexpected or unintended manner. Ether, the native unit of account of the Ethereum may itself lose value in ways similar to UMK Tokens, and also other ways. More information about the Ethereum is available at <http://www.ethereum.org>.



## **RISK OF UNFAVORABLE REGULATORY ACTION IN ONE OR MORE JURISDICTIONS**

23. Blockchain technologies have been the subject of scrutiny by various regulatory bodies around the world. The functioning of the Ethereum network and associated blockchain networks and UMK Tokens could be impacted by one or more regulatory inquiries or actions, including but not limited to restrictions on the use or possession of digital Tokens like UMK Tokens, which could impede or limit their existence, permissibility of their use and possession, and their value.

## **RISK OF THEFT AND HACKING**

24. Hackers or other groups or organizations may attempt to interfere with Your Third-party Wallet, the Website or the availability of UMK Tokens and Digital Assets in any number of ways, including without limitation denial of service attacks, Sybil attacks, spoofing, smurfing, malware attacks, or consensus-based attacks. You hereby agree that Umka shall have no liability for any such loss the Purchaser incur.

## **RISK OF SECURITY WEAKNESSES IN THE WEBSITE AND/OR UMK TOKENS SOURCE CODE OR ANY ASSOCIATED SOFTWARE AND/OR INFRASTRUCTURE**

25. There is a risk that the Website and UMK Tokens may unintentionally include weaknesses or bugs in the source code interfering with the use of or causing the loss of UMK Tokens.

## **RISK OF WEAKNESSES OR EXPLOITABLE BREAKTHROUGHS IN THE FIELD OF CRYPTOGRAPHY**

26. Advances in cryptography, or technical advances such as the development of quantum computers, could present risks to cryptocurrencies, Ethereum, UMK Tokens, the Platform, which could result in the theft or loss of UMK Tokens.

## **RISK OF MINING ATTACKS**

27. As with other decentralized cryptocurrencies, Ethereum blockchain, which is used for the UMK Tokens, is susceptible to mining attacks, including but not limited to double-spend attacks, majority mining power attacks, “selfish-mining” attacks, and race condition attacks. Any successful attacks present a risk to the UMK Tokens, expected proper execution and sequencing of UMK Tokens, and expected proper execution and sequencing of Ethereum contract computations in general. Despite the efforts of Umka and Ethereum Foundation, the risk of known or novel mining attacks exists. Mining Attacks, as described above, may also target other blockchain networks, with which the UMK Tokens interact with and consequently the UMK Tokens may be impacted in that way to the extent, described above.

## **RISK OF LOW OR NO LIQUIDITY**

28. Even though there are currently online service available, which enable possibility of exchange of cryptographic tokens between themselves, and also, some of them enable exchange of cryptographic tokens for fiat money, there are no warranties and/or guarantees given that UMK Tokens will be listed or made available for exchange for other cryptographic tokens and/or fiat money, and no guarantees are given whatsoever with the capacity (volume) of such potential exchange. It shall be explicitly cautioned, that such exchange, if any, might be subject to poorly understood regulatory oversight, and Umka does not give any warranties in regard to any exchange services providers. Purchasers might be exposed to fraud and failure. In any case, Umka will not enable exchange of UMK Tokens for other cryptographic tokens or for fiat currency. Purchaser may not at any given time be able to acquire or dispose of its UMK Tokens due to lack of liquidity.

## **RISK OF LOSS OF VALUE**

29. Value of UMK Tokens may fluctuate and their Purchasers might suffer loss in value of such acquired tokens. There might be different reasons that would cause unfavorable fluctuations of the value of the UMK Tokens.

## **RISK OF UNINSURED LOSSES**

30. UMK Tokens are unlike bank accounts or accounts at some other financial institutions and are entirely uninsured.

## **RISK OF MALFUNCTION IN THE ETHEREUM NETWORK OR ANY OTHER BLOCKCHAIN**

31. It is possible that the Ethereum network or any other network, to which the UMK Tokens are interacting with, malfunctions in an unfavorable way, including but not limited to one that result in the loss of UMK Tokens.

## **INTERNET TRANSMISSION RISKS**

32. Purchaser acknowledge that there are risks associated with using the UMK Tokens including, but not limited to, the failure of hardware, software, and Internet connections. Purchaser acknowledge that Umka shall not be responsible for any communication failures, disruptions, errors, distortions or delays You may experience when using the Website and UMK Tokens, howsoever caused.

## **UNANTICIPATED RISKS**

33. Cryptocurrencies and blockchains are new and untested technology. In addition to the risks set forth here, there are risks that Umka cannot foresee and it is unreasonable to believe that such risks could have been foreseeable. Risks may further materialize as unanticipated.

## **INSUFFICIENT INTEREST IN UMKA, THE PLATFORM AND UMK TOKENS**

34. It is possible that Umka, UMK Tokens or Platform will not be used by a large number of individuals, businesses and other organizations and that there will be limited public interest in the creation and development of its functionalities. Such a lack of interest could impact the development of the Platform and usage of UMK Tokens on it.

## **UMK TOKENS AND THE PLATFORM, AS DEVELOPED, MAY NOT MEET THE PURCHASER'S EXPECTATIONS**

35. The Platform is currently under development and may undergo significant changes before release. The Purchaser's expectations regarding the form and functionality of the Platform and UMK Tokens may not be met upon release of new Website, deployment of the Platform, additional products and services for any number of reasons, including a change in the design and implementation plans and execution of the implementation of UMK Tokens.

## **PROHIBITED ACTIVITIES**

36. You are prohibited from violating any law, statute, ordinance or regulation in our registered jurisdiction as well as your country or residency by using UMK Tokens.

37. You may not use your UMK Tokens to engage in the following categories of prohibited activity and you confirm that you will not use UMK Tokens to do any of the following:  
Engage in a transaction involving the proceeds of any unlawful activity;

- 1) Defraud or attempt to defraud Umka or its affiliates;
- 2) Provide false, inaccurate or misleading information;
- 3) Infringe upon Company's or any third party's copyright, patent, trademark, or intellectual property rights;
- 4) Take any action that imposes an unreasonable or disproportionately large load on infrastructure of Umka, or detrimentally interfere with, intercept, or expropriate any system, data, or information;
- 5) Transmit or upload any material to the Platform that contains viruses or malware or any other harmful or deleterious programs;
- 6) Otherwise attempt to gain unauthorized access to the Platform and Website, computer systems or networks connected to the Website, through password mining or any other means;

38. Company reserves the right at all times to monitor, review, retain and/or disclose any information as necessary to satisfy any applicable law, regulation, legal process or governmental request. Umka reserves the right to cancel and/or suspend your Account and usage of Umka Tokens immediately and without notice if Company determine, in its sole discretion, that your Account and usage of UMK Tokens is associated with prohibited use, and/or a prohibited business, and or illegal activity under Applicable law.

## **TIMEFRAME OF UMK TOKEN SALE**

39. Purchase of UMK Tokens may be made during a defined period of time (hereinafter “UMK Token Sale Period”). The Token Sale Period shall commence on 01<sup>st</sup> May 2018 and shall end on satisfaction of one of the following conditions (whichever is the earlier):

1) sufficient payments are received by the Smart Contract such that it results in the sale of all UMK Tokens made available for the Token Sale; or

2) at the date and time of termination of the Token Sale at 01<sup>th</sup> of July 2018.

## PRICE OF UMK TOKENS

40. Price for 1 (one) UMK token is amount equivalent to 0,1 United States Dollar (USD, \$) in ETH or BTC. If You have purchased the certain amount of UMK tokens as specified in the table below, You are entitled to receive bonus UMK Tokens

<b>Amount of UMK tokens purchased</b>	<b>Number of bonus UMK tokens</b>
More than 10 000 UMK tokens	+ 10% of purchased amount
More than 50 000 UMK tokens	+ 15% of purchased amount
More than 100 000 UMK tokens	+ 20% of purchased amount
More than 500 000 UMK tokens	+ 25% of purchased amount
More than 1 000 000 UMK tokens	+ 30% of purchased amount

## PAYMENT PROCEDURE

41. UMK Tokens distribution and payment will be offered only through the Website. No third-party website or a different provider except ones listed on the Website allowed and has not been in any way supported, engaged, authorized or endorsed by Umka and have no relationship in any way with Umka. The only official and authorized website and UMK Tokens distribution provider is the Website available in the Internet via <https://www.umka.city>. The Purchaser must ensure that the URL of your web browser

indicates that it is using a hypertext transport protocol secure connection (“https”) and that the domain name is correct.

42. All payments in cryptocurrency shall be made at Company’s Smart Contract Address:

ADDRESS

## **DELIVERY OF UMK TOKENS**

43. After the receipt of transaction by the Company, Umka shall transfer an amount of UMK Tokens equal to the payment amount under the prices for one UMK Token in section 40 of this Agreement to the Purchaser’s cryptographic wallet specified in Purchaser’s account.

44. Umka reserves the right for an emergency stop functionality to terminate the distribution process. Use of this functionality shall remain in discretion of Umka and shall only be used in limited situations, such as, but not limited to:

- 1) serious security issue detected;
- 2) serious network performance issue, depriving all users of equal treatment;
- 3) any type of material attack on the UMK Tokens, the Platform, Website or Ethereum network.

## **CANCELLATION / REFUSAL OF PURCHASE REQUEST**

45. Any and all purchases of UMK Tokens are final and non-refundable unless contrary is not provided in this Agreement or by Applicable law. By purchasing the UMK Tokens, the Purchaser acknowledges that neither the Umka nor any other of its affiliates are required to provide a refund for any reason, and that the Purchaser will not receive money or other compensation for any UMK Tokens that is not used or remains unused for any reason.

## **TIMING OF REIMBURSEMENT**

46. Purchaser can cancel the purchase of UMK in 14 calendar days period after the purchase of UMK Tokens during the UMK Token Sale Period. You will not receive any interest or gains on your UMK Tokens. If you prefer to remain a holder, please note that you will be deemed to have waived any further right to demand return of your money.

## **WITHDRAWAL**

47. In order to cancel the purchase during the reimbursement period Purchaser shall contact the Company in the writing form via [umka.labormarket@gmail.com](mailto:umka.labormarket@gmail.com) with letter of demand for the cancellation and withdrawal of funds with documentary proof of purchase of UMK Tokens during the token sale and identification documents required under Sections 75-82 of this Agreement.

## **RETURNING OF TOKENS**

48. After the consideration of the request by the Company and confirmation of the Purchase and request for the refund, Purchaser shall provide a cryptographic wallet address to which he demand a transfer of reimbursed fund. In no event shall the reimbursement amount exceed a USD equivalent of cryptocurrency paid for UMK Tokens at the date and time of purchase under Applicable Exchange Rate.

## **DEDUCTIONS FOR DISTRIBUTED TOKENS**

49. Any commissions, gas, mining fees and expenses for refund of payment amount are not reimbursed by the Company.

## **INTELLECTUAL PROPERTY**

50. Umka has valid, unrestricted and exclusive ownership of rights to use the patents, trademarks, trademark registrations, trade names, copyrights, know-how, technology and other intellectual property necessary to the conduct of selling of the UMK Tokens and its



commercial activities generally. This Agreement in no way shall entitle any Purchaser for any intellectual property of the Umka UMK, including the intellectual property rights for the Website and all text, graphics, Purchaser's account interface, visual interface, photographs, trademarks, logos, artwork, and computer code, design, structure, selection, coordination, expression and other content connected to the Website. Arrangement of such content is owned by the Umka Planet Corp. and its affiliates and is protected by national and international intellectual property rights protection laws. Other product and service names on the Website, Platform and informational materials might be trademarks of other companies.

51. Unless otherwise stated, the content and information on the Website are the property of Umka and its affiliates with exception of trademarks, company names of other companies. You may not download, reproduce, or retransmit any information, other than for noncommercial individual use. You are granted a limited, nontransferable, revocable license to view and copy the information from the Website and Platform solely for personal use only.

52. All intellectual property rights comprised in the information, text, graphics, logos, images, audio clips, data compilations, scripts, software, technology, sound or any other materials or works found in the Website and Platform shall vest in and remain property of Umka and its affiliates. You are permitted to download and print such materials from the Website for personal and noncommercial use provided that You do not breach this Agreement.

52. Umka and its affiliates retain all intellectual property rights, mostly, but not limited, to copyright, over the source code forming UMK Tokens, smart contract of the UMK Token Sale, Website and Platform.

53. There are no implied licenses under the this Agreement and any rights not expressly granted to the Purchaser hereunder are reserved by the Company.

54. If for the purpose of any intellectual property right registration of the Umka, any documentary submission or any other action is required from the Purchaser, he/she/it must provide the Company with the respective assistance.

## **REPRESENTATIONS AND WARRANTIES**

55. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW AND EXCEPT AS OTHERWISE SPECIFIED IN A WRITING BY Umka, UMK Tokens ARE SOLD ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, AND Umka EXPRESSLY DISCLAIM ALL IMPLIED WARRANTIES AS TO THE TOKENS, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT; Umka DOES NOT REPRESENT OR WARRANT THAT THE TOKENS ARE RELIABLE, CURRENT OR ERROR-FREE, MEET YOUR REQUIREMENTS, OR THAT DEFECTS IN THE TOKENS WILL BE CORRECTED; AND Umka CANNOT AND DOES NOT REPRESENT OR WARRANT THAT THE TOKENS OR THE DELIVERY MECHANISM FOR TOKENS ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

56. By purchasing the UMK Tokens the Purchaser represent and warrant that he has read and understand this Agreement and all Accompanying Documents in full and he fully agree with the information about the functionality of UMK Token, usage, storage, transmission mechanisms and other material characteristics of the UMK Tokens, blockchain technology, blockchain-based software systems and their risks, and acknowledges the risks and implications of purchasing the UMK Tokens.

57. You understand that the UMK Tokens confer only the right to exchange UMK Token for services on the Platform. You are not purchasing UMK Tokens for any other uses or purposes, including, but not limited to, any investment, speculative or other financial purposes.

58. The Purchaser fully understands, realizes and agrees that the UMK Tokens are created on a blockchain and are designed to be used in the manner described in Accompanying

Documents Purchaser agree to accept consequences of possible regulation of Umka Tokens in jurisdiction of the Company incorporation and agree to provide all documents requested from Umka in case of such regulation in order to comply with all requirements demanded from governmental bodies of jurisdiction of Company incorporation.

59. Umka does not warrant or represent that any information on the Website is accurate or reliable or that the Website will be free of errors or viruses, that defects will be corrected, or that the service or the server that makes it available is free of viruses or other harmful components. Umka shall not be liable for uninterrupted availability of the Platform for use of UMK Tokens at all times, in all countries and/or all geographic locations, or at any given time.

60. Purchaser shall not forge, or otherwise manipulate any personal or non-personal data requested by the Umka in the process of the Purchaser's registration (will not use the VPN or other means of distorting the data), or after its completion, will provide all necessary personal or non-personal data in the form and format requested by the Umka in the event when such necessity arises in connection within the requirements of anti-money laundering and "Know Your Customer" (KYC) frameworks of the Umka or in accordance with the Applicable law.

61. Purchaser's acquisition of the UMK Tokens complies with applicable laws and regulations in the Purchaser's jurisdiction;

62. Purchaser does not intend to hinder, delay or defraud Umka or any other Purchasers of the Umka Platform or engage in any illegal conduct and or unlawful activity in relation to money laundering, receiving the proceeds of drug trafficking or terrorist activities; receiving the proceeds of criminal activities, terrorist activities or trading with such countries as might from time to time be subject to any embargo imposed by the Security Council of the United Nations, the European Union or in any place of the world.

63. Some jurisdictions do not allow the exclusion of certain warranties or disclaimer of implied Agreement in contracts with consumers, so some or all of the exclusions of warranties and disclaimers in this section may not apply to the Purchaser.

## **LIMITATION OF LIABILITY**

64. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW:

1) IN NO EVENT WILL UMKA PLANET CORP. OR ANY OF THE COMPANY PARTIES BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES OF ANY KIND (INCLUDING, BUT NOT LIMITED TO, WHERE RELATED TO LOSS OF REVENUE, INCOME OR PROFITS, LOSS OF USE OR DATA, OR DAMAGES FOR BUSINESS INTERRUPTION) ARISING OUT OF OR IN ANY WAY RELATED TO THE SALE OR USE OF THE TOKENS OR OTHERWISE RELATED TO THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION, WHETHER BASED IN CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, SIMPLE NEGLIGENCE, WHETHER ACTIVE, PASSIVE OR IMPUTED), OR ANY OTHER LEGAL OR EQUITABLE THEORY (EVEN IF THE PURCHASER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE); AND

2) IN NO EVENT WILL THE COMPANY AND THE COMPANY PARTIES (JOINTLY) AGGREGATE LIABILITY, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE, WHETHER ACTIVE, PASSIVE OR IMPUTED), OR OTHER THEORY, ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE USE OF OR INABILITY TO USE THE TOKENS, EXCEED THE AMOUNT PURCHASER PAY TO THE COMPANY FOR THE UMK TOKENS.

3) THE LIMITATIONS SET FORTH IN SECTION 56 (1)(2) WILL NOT LIMIT OR EXCLUDE LIABILITY FOR THE GROSS NEGLIGENCE, FRAUD OR INTENTIONAL, WILLFUL OR RECKLESS MISCONDUCT OF THE COMPANY.

65. The Parties shall be responsible for compliance with terms and conditions of this Agreement and Accompanying Documents, for fulfillment of the Purchaser's commitments

and guarantees in the manner and in the amount prescribed by this Agreement and Accompanying Documents, in particular:

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

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

3) In case of the Purchasers' violation of his obligations of this Agreement and Accompanying Documents, Company reserves the right to:

a) demand full compensation from the Purchaser for losses caused by every violation;

b) bring a case before a court if the compensation doesn't cover the Company's loss;

c) release the information relating to the Purchaser's identity and location to any authorized officer in accordance with applicable law.

66. If applicable law does not allow all or any part of the above limitation of liability to apply to the Purchaser, the limitations will apply to the Purchaser only to the extent permitted by applicable Law. Purchaser understand and agree that it is his/her/its obligation to ensure compliance with any legislation relevant to his/her/its country of domicile concerning use of the Website and Purchase of UMK Tokens, and that the Purchaser should not accept any liability for any illegal or unauthorized use of the Website or purchase of UMK Tokens.

67. To the fullest extent permitted by applicable law, you release Company and its affiliates 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 you and the acts or omissions of third parties. You expressly waive any rights you may have under statute or common law principles that would otherwise limit the coverage of this release to include only those claims, which you may know or suspect to exist in your favor at the time of agreeing to this release.

## **TAXATION**

68. The Purchaser bears the sole responsibility to determine if the purchase of UMK Tokens with ETH or the potential appreciation or depreciation in the value of UMK Tokens over time has tax implications for the Purchaser in the Purchaser's home jurisdiction. By purchasing UMK Tokens and to the extent permitted by law, the Purchaser agrees not to hold any of the Company, its affiliates, shareholders, directors or advisors liable for any tax liability associated with or arising from the purchase of UMK Tokens.

69. Purchaser is solely responsible for withholding, collecting, reporting, paying, settling and/or remitting any and all taxes to the appropriate tax authorities in such jurisdiction(s) in which Purchaser may be liable to pay tax. Company shall not be responsible for withholding, collecting, reporting, paying, settling and/or remitting any taxes (including, but not limited to, any income, capital gains, sales, value added or similar tax) which may arise from Purchaser's acquisition of UMK Tokens under or in connection with this Agreement.

## **INDEMNIFICATION**

70. To the extent allowable pursuant to Applicable Law, the Purchaser shall indemnify, defend, and hold the Company and/or its subsidiaries, affiliates, directors, officers, employees, agents, successors, and permitted assignees harmless from and against any and all claims, damages, losses, suits, actions, demands, proceedings, expenses, and/or

liabilities (including but not limited to reasonable attorneys' fees incurred and/or those necessary to successfully establish the right to indemnification) filed/incurred by any third party against the Company arising out of a breach of any warranty, representation, or obligation hereunder.

## **CIRCUMSTANCES BEYOND THE CONTROL OF EITHER PARTY**

71. The Purchaser shall not have any claim of any nature whatsoever against Umka for any failure by Company to carry out any of its obligations under this Agreement as a result of causes beyond its control, including but not limited to power failure, Internet service provider failure, acts of God, epidemic, pandemic, civil unrest, fire, flood, droughts, storms, earthquakes, collapse of buildings, explosion or accident, acts of terrorism, acts of war, governmental action, any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition, or any other event that is beyond the absolute and direct control of the Umka.

## **SEVERABILITY**

72. If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction to be invalid, illegal, void or unenforceable, the remainder of the Agreement, provisions, covenants and restrictions set forth herein shall remain in full force and effect and shall in no way be affected, impaired or invalidated, and the parties hereto shall use their commercially reasonable efforts to find and employ an alternative means to achieve the same or substantially the same result as that contemplated by such term, provision, covenant or restriction. It is hereby stipulated and declared to be the intention of the parties that they would have executed the remaining terms, provisions, covenants and restrictions of the Agreement without including any of such that may be hereafter declared invalid, illegal, void or unenforceable.

## **APPLICABLE LAW**

73. All questions concerning the construction, validity, enforcement and interpretation of this Agreement shall be governed by and construed and enforced in accordance with the laws of Seychelles.

## **DISPUTE RESOLUTION**

74. To resolve any dispute, controversy or claim between Parties arising out of or relating to this Agreement or the breach thereof, the Parties agree first to negotiate the issue in good faith for a period of not less than thirty (30) days following written notification of such controversy or claim to the other Party.

75. If the negotiations do not resolve the dispute, controversy or claim to the reasonable satisfaction of all Parties during such period, then the Parties irrevocably and unconditionally submit to the respective claim to the binding arbitration administered by the competent court of Seychelles in accordance with the rules of the arbitral tribunal, in English language, in writing on the basis of the documents submitted.

## **TERMINATION**

76. Umka reserve the right, without notice and at its sole discretion, to terminate this Agreement or suspend the Purchasers right to access the Website, including (but not limited to) in case of Purchaser's breach of this Agreement or if the Umka believes You have committed fraud, negligence or other misconduct. The Purchaser may terminate this Agreement without notice by discontinuing use of the Website. All rights granted to the Purchaser under this Agreement will immediately be revoked upon our termination of this Agreement or Umka suspension of the Your access to the Website. In the event of any circumstances beyond the control of the Parties, breach of this Agreement, or any other event that would make provision of services commercially unreasonable for Umka, the Company may, in its own discretion and without liability to the Purchaser, with or without prior notice, suspend the Purchaser's access to all or a part of Umka's Platform. Umka may terminate the Purchaser's access to the Website in its sole discretion, immediately and



without prior notice, and delete all related information and files related to such Purchaser without liability to You, including, for instance, in the event that the Purchaser breach any term of this Agreement. In the event of termination, Umka will attempt to return any funds stored in Your smart contract number not otherwise owed to Umka, unless Umka believes the Purchaser has committed fraud, negligence or other misconduct.

## **OTHER CONDITIONS**

77. Only English versions of any Company's communications are considered official. The English version of this Agreement shall prevail in case of differences in translation.

78. Any notice or other communication under this Agreement shall be in writing and shall be considered given and received when sent by email. The Purchaser's official email for communication shall be deemed the email specified by the Purchaser during the Application for Token Sale. The language of the communication shall be English.

79. Materials, such as Umka White Paper, Development Road Map and others, published in the Website or elsewhere, are not binding and do not – unless explicitly referred to herein – form part of this Agreement, and are of descriptive nature only.

80. Except as otherwise provided in this Agreement, 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. Company may assign any of its rights and obligations under this Agreement. No other party to this Agreement may assign, whether voluntarily or by operation of law, any of its rights and obligations under this Agreement, except with the prior written consent of the Company.

81. The Purchaser will implement reasonable and appropriate measures designed to secure access to:

1) any device associated with the email address associated with the Platform;

2) private keys required to access any relevant Ethereum address, and;

3) In case the Purchaser suspect a security breach in any of the above mentioned, he will inform Umka immediately so Umka can take all required and possible measures to secure the Website, the Platform, UMK Tokens and systems as whole.