

PRE-ORDER AGREEMENT

February, 2018

YOUR PRE-ORDER AND PURCHASE OF REMME PRODUCT (HEREINAFTER REFERRED TO AS “THE PRODUCT”) FROM REMME CAPITAL LTD (“COMPANY,” “WE,” OR “US”) IS SUBJECT TO THIS PRE-ORDERING AGREEMENT (“AGREEMENT”). EACH OF YOU AND COMPANY IS REFERRED TO AS A “PARTY”, AND TOGETHER – AS THE “PARTIES”.

BY PRE-ORDERING AND PURCHASING THE PRODUCT, YOU ARE AGREEING TO THIS AGREEMENT, WHICH FORMS A BINDING AGREEMENT BETWEEN YOU AND THE COMPANY AND INCLUDES AN ARBITRATION CLAUSE UNDER WHICH CERTAIN CLAIMS MAY NOT BE BROUGHT IN A COURT OR DECIDED BY A JURY. DO NOT PRE-ORDER THE PRODUCT IF YOU DO NOT ACCEPT THIS AGREEMENT. THE TERM “YOU” MEANS BOTH THE INDIVIDUAL PLACING THE PRE-ORDER AND THE ENTITY ON WHOSE BEHALF SUCH INDIVIDUAL IS ACTING, IF ANY.

THE COMPANY RESERVES THE RIGHT TO FULFILL ITS OBLIGATIONS ACCORDING TO THIS AGREEMENT THROUGH ANY SUBSIDIARY, PARENT OR OTHERWISE AFFILIATED COMPANY, WITHOUT NOTICE TO YOU.

1. Terms and Definitions.

- 1.1 The Remme Company – REMME CAPITAL LTD, a company incorporated under the legislation of British Virgin Islands for the purpose of the REMME Product development and implementation, not being a financial entity, stock, exchange, investment entity or a partner, employer, agent or adviser for any person.
- 1.2 REMME Token (“REM”; “Token”) – is designed to perform a function of a pre-order access key that enables access to the Product once it is developed. REM Token enables pre-order by functioning as a key enabling access. REMME Token is not a stock, securities or any other investment or financial instrument. REM Token solely performs the utility function of being the pre-order access key to the Product.
- 1.3 The Product – Remme product, Blockchain-based solution for user authentication protecting company’s data from cyber-attacks while eliminating passwords. The mentioned solution can be integrated using REMME Tokens.

2. Orders.

- 2.1 The Company is accepting pre-orders for the Product from December 4th 2017 until December 25th 2017 (“the Pre-order Campaign”). Pre-ordering a Product means that you will pay for the Product at the time that you make the pre-order, but you acknowledge and agree that the Product will be delivered at a later date (estimated to be before August 31st 2018). By pre-ordering the Product you receive the keys to it, in the form of crypto token (REMME token), that can be used by You to access the Product upon its delivery. You acknowledge and



accept that the Company takes the payment for your pre-order when you make the order rather than at the delivery of the Product.

2.2 REMME tokens are not being structured or sold as securities or any other form of the investment or financial product. REMME tokens function solely as the pre-order keys to the Product and have no other functionality other than enabling the access to the Product, upon its development.

3. Pricing and Payment.

3.1 You agree to pay the price for the Product you are pre-ordering by the way of a transfer of [the stipulated amount of the cryptocurrency] to the crypto wallet of the Company, as it is described on the web-site www.tokensale.remme.io.

3.2 The moment of the pre-order is the moment of transfer of the amount of cryptocurrency, as defined in Clause 3.3. After you transfer cryptocurrency to the Company's crypto wallet you are granted a REMME token.

3.3 The amount of pre-order is linked to the number of users, who are going to use the Product. 25 (twenty five) REMME Tokens gives the right to access and use the Product to 1 (one) user.

3.4 The amount of payment per one user of the Product is 0,00117647 ETH. Hereunder you are provided with 25 (twenty five) REMME Token per 1 (one) user.

3.5 The mentioned payment amount is indicated without taking into account any taxes or fees, that shall be paid (if any). You are solely responsible for payment of all fees and taxes associated with the pre-order and purchase of the Product hereunder.

4. Submitting a Pre-Order.

4.1 By submitting a pre-order for the Product, you are making an offer to purchase the Product. Payment will be processed upon pre-order submission in the manner provided hereby at the time of submission. Payment does not guarantee acceptance of a pre-order.

4.2 You must be at least 18 years of age to submit a pre-order. By agreeing to this Agreement, you represent and warrant to the Company that you meet the foregoing requirements. If you are pre-ordering the Product on behalf of an entity, organization, or company, you represent and warrant that you have the authority to bind that organization to this Agreement and you agree to be bound hereby on behalf of that organization.

4.3 When submitting a pre-order, you will be required to provide certain personal information as it is described in Privacy and AML/KYC Policy, which may be found at tokensale.remme.io. You represent and warrant that all such information is accurate, and you shall ensure that such information is kept current. The Company shall have no responsibility or liability for inaccurate information or

information that later becomes outdated, and shall have no obligation to make efforts to determine the correct contact or shipping information.

5. Cancellation of Pre-Order.

- 5.1** Pre-orders are subject to the Company's acceptance, as provided above in Section 4.3. Pre-orders may be rejected by the Company at the sole discretion of the latter any time and for any reason. If the Company rejects your pre-order, it will, as your sole and exclusive remedy and the Company's sole and exclusive liability, refund the amount you paid. If you have any comments or concerns about why the Company may have rejected your order or if you believe your order was rejected in error, please contact the Company at team@remme.io.
- 5.2** You may not cancel your pre-order at any time.

6. Delivering of the Product.

- 6.1** Product being pre-ordered is not currently available for delivery. The moment of delivering of the Product is the moment, when the Product becomes available to use by accessing it using the keys you are provided with as a result of your pre-order. An estimated time of delivery is before December 31th 2018.
- 6.2** Although we will make efforts to begin delivering Product as soon as reasonably practicable, you understand and agree that there may be delays. An estimated time of delivery (ETD) is only an estimate, is subject to change, and the Company does not represent or warrant that it will be able to deliver the Product by the estimated date. As a result, in the event that a delay arises and the estimated release of the product is not met, the Company is not responsible for any damages that may occur due to the delay, nor shall it be obligated, except as set forth herein, to provide any discounts, refunds or credits due to any such delays. We will provide you periodical updates with respect to such delivery schedule.
- 6.3** Our team has produced and tested prototypes of the Product and we have started designing it. The existing demo version of the Product can be found at: demo.remme.io. The Product is supposed to be delivered to you before December 31th 2018 and we have been working to mitigate the risks in product development and production and make sure we will execute our planning. We have provided our users with a conservative estimate on our website www.tokensale.remme.io of when delivery of the Product can be conducted, to avoid disappointment. Nevertheless, unexpected challenges may present themselves as we finalize our project. We are committed to keeping our pre-orderers informed of our progress in the following months after the pre-ordering and purchase. In the case if unexpected issues arise in the delivery schedule, we will do our best to minimize the impact on our early adopters.

7. Risks and Refunds

- 7.1** You acknowledge and agree that there are risks associated with purchasing, holding, and using the Product, as disclosed and explained in Exhibit A, which is

an integral part of this Agreement. By pre-ordering the product, you expressly acknowledge and assume these risks.

7.2 Risk of losing of the keys to the Product passes to you on the moment when the pre-order has been submitted.

7.3 Except as authorized by the Company or as required by applicable law, all Product purchases are final and non-refundable. The Company reserves the right to reject your order for any reason.

8. Use of Product; Restrictions.

8.1 You can transfer your right to get an access and use the Product to the third persons by the way of the transfer of the certain amount of REMME tokens to them.

8.2 You shall not reverse engineer any Product or use the Product to create a competitive product.

9. Intellectual Property.

9.1 The Company and its licensors own all intellectual property rights in the Product. You shall acquire no interest or rights in the Company's intellectual property other than merely the right to use the Product by virtue of this Agreement.

10. Warranties.

10.1 Except to the extent that warranties are required by law, the Products are provided "AS IS", with all faults. The Company expressly disclaims all express and implied warranties, including without limitation any warranty of merchantability, non-infringement of third party patents, or fitness for a particular purpose.

11. Limitation of Liability.

11.1 To the extent permitted by law, in no event will the Company be liable for any collateral, consequential, indirect, punitive, special, exemplary or incidental damages arising out of or related to this Agreement or use of the Products, even if the Company shall have been advised of such potential damages.

11.2 To the extent permitted under law, in no event shall the Company's liability for damages arising in connection with any product exceed the purchase price of the Product paid by you. These limitations will apply whether the liability arises in contract, tort (including negligence), strict liability, under statute or otherwise.

12. Indemnity.

12.1 You alone are responsible for the manner in which you use the Product. You shall defend, indemnify and hold harmless the Company and its officers, directors, employees and agents ("Indemnitees") from any liabilities, damages, losses, expenses, costs and attorneys' fees arising from your use of the

Products not expressly in accordance with this Agreement or from any claim or suit made against the Indemnitees as a result of such conflicting use.

13. Force Majeure.

13.1 Neither party shall be liable, for damages nor any other consequences, if the party's obligations according to this Agreement, other than the obligation to pay money, are inhibited or delayed by circumstances that the party cannot reasonably control or foresee, including but not limited to, any conflict in the workforce; natural phenomena such as lightning, earthquakes, floods etc.; fire; war; decisions and decrees made by governments or authorities; accidents; strikes or shortages of transportation facilities, fuel, energy, labor or materials; or similar circumstances.

14. Entire Agreement.

14.1 This Agreement represents the entire agreement governing the Company's Product supply relationship with you. This Agreement incorporates the Company's Privacy and AML/KYC Policy, which is available at: tokensale.remme.io. Any prior discussions and agreements between you and the Company and any general purchase conditions or other document issued by you relating to the purchase of the Company's products will not apply, unless the Company expressly agrees otherwise in writing signed by an authorized representative of the Company. You may not assign or transfer this Agreement to any third party.

15. Dispute Resolution; Arbitration

15.1 Binding Arbitration. Except for any disputes, claims, suits, actions, causes of action, demands or proceedings (collectively, "Disputes") in which either Party seeks injunctive or other equitable relief for the alleged unlawful use of intellectual property, including, without limitation, copyrights, trademarks, trade names, logos, trade secrets or patents, you and Company (i) waive your and Company's respective rights to have any and all Disputes arising from or related to this Agreement resolved in a court, and (ii) waive your and Company's respective rights to a jury trial. Instead, you and Company will arbitrate Disputes through binding arbitration (which is the referral of a Dispute to one or more persons charged with reviewing the Dispute and making a final and binding determination to resolve it instead of having the Dispute decided by a judge or jury in court).

15.2 No Class Arbitrations, Class Actions or Representative Actions. Any Dispute arising out of or related to this Agreement is personal to you and Company and will be resolved solely through individual arbitration and will not be brought as a class arbitration, class action or any other type of representative proceeding. There will be no class arbitration or arbitration in which an individual attempts to resolve a Dispute as a representative of another individual or group of individuals. Further, a Dispute cannot be brought as a class or other type of

representative action, whether within or outside of arbitration, or on behalf of any other individual or group of individuals.

15.3 Notice; Informal Dispute Resolution. Each Party will notify the other Party in writing of any Dispute within thirty (30) days of the date it arises, so that the Parties can attempt in good faith to resolve the Dispute informally. Notice to Company shall be sent by e-mail to Company at [please, insert the e-mail]. Notice to you shall be sent by email to the email address, you have provided while submitting the pre-order. Your notice must include (i) your name, postal address, email address and telephone number, (ii) a description in reasonable detail of the nature or basis of the Dispute, and (iii) the specific relief that you are seeking. If you and Company cannot agree how to resolve the Dispute within thirty (30) days after the date notice is received by the applicable Party, then either you or Company may, as appropriate and in accordance with this Section, commence an arbitration proceeding.

15.4 Any arbitration will occur in London, United Kingdom. Arbitration will be conducted confidentially by a single arbitrator in accordance with the LCIA Arbitration Rules of the London Court of International Arbitration, which are hereby incorporated by reference. The LCIA Arbitration Rules of the London Court of International Arbitration are available on the LCIA website. By agreeing to be bound hereby, you either (i) acknowledge and agree that you have read and understand the LCIA Arbitration Rules, or (ii) waive your opportunity to read the LCIA Arbitration Rules and any claim that the LCIA Arbitration Rules are unfair or should not apply for any reason.

16. Miscellaneous

16.1 The Company reserves the right to change any of the terms of this Agreement for any or no reason. We will provide notice of any material changes by posting an announcement on the www.tokensale.remme.io web-site.

16.2 This Agreement shall be governed by and shall be construed in accordance with the laws of the United Kingdom.

16.3 If any provision of this Agreement is held to be unenforceable, it shall be severed and the remaining provisions will remain enforceable. The severed provision will be replaced by an enforceable provision most nearly reflecting the intention of the parties.

EXHIBIT A

By pre-ordering and purchasing the Product, you expressly acknowledge and assume the following risks:

1. *Risk of Losing Access to the Product Due to Loss of Tokens, Private Key(s), Custodial Error or Purchaser Error*

A private key, or a combination of private keys, is necessary to control and dispose of Tokens stored in your digital wallet or vault. Accordingly, loss of requisite private key(s) associated with your digital wallet or vault storing Tokens will result in loss of such Tokens. Moreover, any third party that gains access to such private key(s), including by gaining access to login credentials of a digital wallet or vault service you use, may be able to misappropriate your Tokens. Any errors or malfunctions caused by or otherwise related to the digital wallet or vault you choose to receive and store Tokens, including your own failure to properly maintain or use such digital wallet or vault, may also result in the loss of your Tokens. Additionally, your failure to follow precisely the procedures for buying and receiving Tokens, including, for instance, if you provide the wrong address for receiving Tokens, may result in the loss of your Tokens.

2. *Risks Associated with the Ethereum Protocol*

Because REMME Tokens and the Product are based on the Ethereum protocol, any malfunction, breakdown or abandonment of the Ethereum protocol may have a material adverse effect on the Platform or Tokens. Moreover, advances in cryptography, or technical advances such as the development of quantum computing, could present risks to Tokens and the Platform, including the utility of Tokens for obtaining Services, by rendering ineffective the cryptographic consensus mechanism that underpins the Ethereum protocol.

3. *Risk of Mining Attacks*

As with other decentralized cryptographic tokens based on the Ethereum protocol, REMME Tokens are susceptible to attacks by miners in the course of validating Tokens transactions on the Ethereum blockchain, including, but not limited to, double-spend attacks, majority mining power attacks, and selfish-mining attacks. Any successful attacks present a risk to the Product and REMME Tokens, including, but not limited to, accurate execution and recording of transactions involving REMME Tokens.

4. *Risk of Hacking and Security Weaknesses*

Hackers or other malicious groups or organizations may attempt to interfere with the Product or REMME Tokens in a variety of ways, including, but not limited to, malware attacks, denial of service attacks, consensus-based attacks, Sybil attacks, smurfing and spoofing. Furthermore, because the Product is based on open-source software, there is a risk that a third party or a member of the Company team may intentionally or unintentionally introduce weaknesses into the core infrastructure of the Product, which could negatively affect the Product and REMME Tokens, including Tokens' utility for using the Product.

5. *Risks Associated with Markets for Tokens*

REMME Tokens are intended to be used solely for the purposes of accessing the Product, and Company will not support or otherwise facilitate any secondary trading or external valuation of REMME Tokens. This restricts the contemplated avenues for using REMME Tokens to access or use the Product, and could therefore create illiquidity risk with respect to REMME Tokens you hold. Even if secondary trading of REMME Tokens is facilitated by third party exchanges, such exchanges may be relatively new and subject to little or no regulatory oversight, making them more susceptible to market-related risks. Furthermore, to the extent that third-parties do ascribe an external exchange value to REMME Tokens (e.g., as denominated in a digital or fiat currency), such value may be extremely volatile and diminish to zero.

6. Risk of Uninsured Losses

Unlike bank accounts or accounts at some other financial institutions, REMME Tokens are uninsured unless you specifically obtain private insurance to insure them. Thus, in the event of loss or loss of utility value, there is no public insurer or private insurance arranged by us, to offer recourse to you.

7. Risks Associated with Uncertain Regulations and Enforcement Actions

The regulatory status of REMME Tokens and distributed ledger technology is unclear or unsettled in many jurisdictions. It is difficult to predict how or whether regulatory agencies may apply existing regulation with respect to such technology and its applications. It is likewise difficult to predict how or whether legislatures or regulatory agencies may implement changes to law and regulation affecting distributed ledger technology and its applications, including the Product and REMME Tokens. Regulatory actions could negatively impact the Product and REMME Tokens in various ways. Company may cease operations in a jurisdiction in the event that regulatory actions, or changes to law or regulation, make it illegal to operate in such jurisdiction, or commercially undesirable to obtain the necessary regulatory approval(s) to operate in such jurisdiction.

8. Risks Arising from Taxation

The tax characterization of REMME Tokens is uncertain. You must seek your own tax advice in connection with purchasing REMME Tokens, which may result in adverse tax consequences to you, including withholding taxes, income taxes and tax reporting requirements.

9. Risk of Alternative Platforms

It is possible that alternative platforms could be established that utilize the same open source code and protocol underlying the Product. The Product may compete with these alternative platforms, which could negatively impact the Product and REMME Tokens, including REMME Tokens' utility for obtaining Services.

10. Risk of Weaknesses or Exploitable Breakthroughs in the Field of Cryptography

Advances in cryptography, or technical advances such as the development of quantum computers, could present risks to cryptocurrencies and the Ethereum platform and REMME Tokens, which could result in the theft or loss of tokens.

11. Risk of Insufficient Interest in the Product or Distributed Applications

It is possible that the Product will not be used by a large number of individuals, companies and other entities or that there will be limited public interest in the

creation and development of distributed platforms (such as the Product) more generally. Such a lack of use or interest could negatively impact the development of the Product and the potential utility of REMME Tokens.

12. Risk of Dissolution of the Company

It is possible that, due to any number of reasons, including, but not limited to, the failure of commercial relationships, or intellectual property ownership challenges, the Product may no longer be viable to operate and the Company may dissolve.

13. Risks Arising from Lack of Governance Rights

Because REMME Tokens confer no governance rights of any kind with respect to the Product or Company, all decisions involving the Product or Company will be made by Company at its sole discretion, including, but not limited to, decisions to discontinue the Product, to sell more REMME Tokens to access the Product, or to sell or liquidate the Company. These decisions could adversely affect the Product and the utility of REMME Tokens that you hold.

14. Unanticipated Risks

Cryptographic tokens such as REMME Tokens are a new and untested technology. In addition to the risks included in this **Exhibit A**, there are other risks associated with your purchase, holding and use of REMME Tokens, including those that the Company cannot anticipate. Such risks may further materialize as unanticipated variations or combinations of the risks discussed in this **Exhibit A**.