

HELP Token Sale Agreement

This Token Sale Agreement (the „Agreement“) is an agreement between

(1) you or the entity that you represent („Buyer“) and (2) TOV VERONA-KOM (registry code: 39428057, office 718, 81/15 Kosmonavtiv st., Mikolayv, 54028, Ukraine) registered under the laws of Ukraine („Company“).

Buyer and Company are herein referred to individually as a „Party“ and collectively as the „Parties“ have entered into the Agreement:

Buyer acknowledges, understands and agrees that:

(I) Buyer reads the Agreement and the Whitepaper carefully and in their entirety. Buyer shall not buy HELP Token, if any of the risks provided in the Agreement or in the Whitepaper are unacceptable.

(II) Buyer is subject to and bound by this Agreement by virtue of Buyer's purchase of Tokens.

(III) Buyer does not hold any claims against Company for any losses or any special, incidental, or consequential damages arising from, or in any way connected, to the sale of HELP Token, including losses associated with the risks set in the Agreement.

(IV) Ownership of Tokens carries no rights, express or implied, other than the right to use such Tokens as a means to enable usage of and interaction with the Platform.

(V) Tokens do not represent any ownership right, share or security or equivalent rights, or any right to receive future revenue, shares, dividends or participate in the management, intellectual property rights or any other form of participation in or relating to the Platform and/or Company (except participation in HELP Platform as described in the clause 2.4 of the Agreement). Tokens are during the entry into force of the Agreement not cryptocurrency, security, commodity or any other kind of financial instrument.

(VI) Buyer has significant experience with, and understanding of, the usage and intricacies of cryptographic tokens and blockchain based software systems.

(VII) Company is not responsible for lost HELP Tokens or cryptocurrency resulting from actions taken by or omitted by purchasers.

(VIII) Buyer bears sole responsibility for loosing Buyer's login data to the HELP Platform account and Buyer's wallet private key.

1. DEFINITIONS

1.1. The Agreement terms that are written in the upper case first letter will hereinafter be used in the following meanings unless the context indicates a different meaning:

1.1.1. HELP Platform means the online system described in the Whitepaper and to be developed and deployed by Company.

1.1.2. Dispute means any dispute, controversy or claim based on, arising out of, relating to or in connection with the Agreement, including with respect to the formation, applicability, breach, violation, termination, validity or enforceability hereof.

1.1.3. Ethereum means an open-source, public, blockchain-based distributed computing platform featuring smart contract (scripting) functionality.

1.1.4. Governmental Authority means any applicable federal, state, provincial, territorial, municipal, local or foreign government, governmental authority, regulatory or administrative agency, governmental commission, department, board, bureau, ministry, agency or instrumentality, court or tribunal, in each case having jurisdiction with respect to a particular matter.

1.1.5. HELP Token or Token is a functional token of Company, which grants the right to purchase Services that will be developed according to the Whitepaper.

1.1.6. Services means the services which Company provides to the holders of the Tokens via the Platform and which are more specifically described in the Whitepaper.

1.1.7. Token Sale is a procedure of issuing HELP Tokens to Buyer in the meaning of Article 3 of the Agreement.

1.1.8. Whitepaper means a document describing in detail HELP Platform and Tokens, as well as other issues related thereto and associated therewith, the latest version is available at <http://help-coin.net/WHITE-PAPER.pdf>. Whitepaper is an annex of the Agreement.

1.2. The headlines of the subdivisions, articles or paragraphs contained in the Agreement are used for convenience and do not affect the meaning of the Agreement, or interpretation thereof.

1.3. Reference to a specific subdivision, article or paragraph of the Agreement is a reference to a specific subdivision, article or paragraph of the Agreement unless otherwise specified.

2. ENTERING INTO THE AGREEMENT AND TERMS OF USE. WHITEPAPER. LEGAL STATUS OF TOKENS

2.1. Buyer agrees to purchase, and Company agrees to sell the Tokens on the terms and under the conditions set in the Agreement. Buyer fully acknowledges, understands and agrees that it is subject to and bound by the Agreement by virtue of Buyer's purchase of Tokens. The Agreement becomes effective and binding on Parties after Company has received the payment from Buyer.

2.2. After Company has received the payment from Buyer then Company will issue HELP Token to Buyer's Ethereum ERC20 compatible wallet.

2.3. Company has the right to amend the Whitepaper at its sole discretion. In case of any conflicts between provisions of the Whitepaper and the Agreement, the Agreement shall prevail.

2.4. HELP Tokens are utility type crypto-tokens providing Buyer with a right to use Services as it is described in Whitepaper and herein.

2.5. HELP Tokens may be tradable, however, Buyer may not be able to sell or otherwise transfer HELP Token due to potential lack of liquidity, including that HELP Tokens may never become available for trade on secondary market (exchange).

2.6. The Tokens are not a loan, currency, security, commodity, a swap on a currency or any other kind of financial instrument nor represent neither confer any ownership right or stake, share, or equivalent rights, or any right to receive future revenue, shares, dividends or participate in management, intellectual property rights or any other form of participation in Company, other than any rights relating to the provision and receipt of Services from Company.

2.7. Company may decide to amend the intended functionality of the Tokens in order to ensure compliance with any legal or regulatory requirements to which the Tokens are subject. Company shall publish a notice on the <http://help-coin.net> of any changes to the functionality of the Tokens and it is Buyer's responsibility to regularly check the <http://help-coin.net> for any such notices.

3. TOKEN SALE PROCEDURE & TOKEN USAGE

3.1. The ICO process will be carried out using sites that may have procedures that differ from the procedures of the Company. By making the payment for the Tokens, Buyer acknowledges that Buyer has no objection to these procedures.

3.2. ICO will be held from 11.03.19 - 14.06.19, soft cap = 60 ETH, hard cap = 650 ETH, the cost of the token on the ICO period will be 0,00414473 ETH. The number of tokens for sale in the ICO period = 156825.

3.3. If Soft cap is not reached upon the end of ICO period, company make refunds to token purchasers in full in specified period of time (one week upon the end of ICO period).

3.4. Using the token inside the ecosystem

The use of the token primarily involves charitable activities, namely donations and other transactions. HELP token will be widely used in our economic system, as well as being the main tool in the use of the platform.

Brief description of token usage::

Resource for automatic creation of cryptocurrency from the proposed algorithms - generation of a new cryptocurrency, according to the selected algorithm will occur only after writing off a certain amount of HELP token from the user's balance. .

Charity blockchain auction - all trades within this resource will be carried out in HELP token, 3% of the lot value will be sent to charity. The organization to which funds will be directed is initially specified by the owner of the lot.

Project Incubator with voting - Project Incubator assumes further funding of the project or assistance in its promotion. The cost of one vote will not be more than \$0.6 in the equivalent of HELP token. Project financing is provided by distribution of tokens, the total amount of which is 5% of HELP token issue..

Crowdfunding - provided currencies: dollar, euro, BTC, HELP token.

ICO tracker - provides for free placement of projects, with the possibility of premium placement when booking a certain amount of HELP token on the user's balance.

*there is a part of the project ecosystem products

Blockchain platform will be the main wallet of the project and have the following functions for users:

HELP token transfer to the other users

Coin safe is the money deposit. This tool will offer the deposit service with the monthly accrual of interest rates. The rate for the assessment will be based on the token sales turnover in ecosystem and it is expected to use no more than 1,5% of the investment fund if it is necessary.

The possibility to emit own cryptocurrency will be included. The creation of such cryptocurrency will be done by cancelling of HELP token from the user's main account.

It will be possible to vote for the new projects verified and accepted on the platform. The voting will be carried out by transfer of any amount of HELP token. The project-winner of the voting will receive the transferred amount of money and additional 5% of the redemption premium will be transferred to the winner's account from HELP token.

3.5. The possibility of using HELP token in ecosystem products and partnerships already exists. We are planning to add a token to the stock exchange in August 2019, after which exchange trade in the token will become available. Accordingly, after the release of the platform, functionality will be available to use the token on the platform.

4. REPRESENTATIONS AND WARRANTIES OF BUYER

4.1. By buying the Tokens, Buyer represents and warrants to Company in addition to the representations provided above in this Agreement that Buyer has all required powers and authorities to execute, deliver, carry out and perform its obligations under the Agreement, making payments and purchase HELP Tokens.

4.2. Buyer must be of sufficient legal age and capacity to purchase the Tokens. In case of a legal person, Buyer is duly organized, validly existing and in good standing under the laws of its domiciliary jurisdiction and each jurisdiction where it conducts business.

4.3. The Tokens are not being offered or distributed to, as well as cannot be resold or otherwise alienated by their holders to the following persons:

4.3.1. citizens of, natural and legal persons, having their habitual residence, location or their seat of incorporation in the United States of America (including its states and the district of Columbia), Puerto Rico, the Virgin Islands of the United States, or any other possessions of the United States of America; and citizens of China, Singapore and South Korea;

4.3.2. citizens of, natural and legal persons, having their habitual residence, location or their seat of incorporation in the country or territory where transactions with digital tokens are prohibited or in any manner restricted by applicable laws or regulations, or will become so prohibited or restricted at any time after the Agreement becomes effective.

4.4. The entering into and performance of the Agreement will not result in any violation of, be in conflict with, or constitute a material default under:

4.4.1. any provision of Buyer's corporation documents;

4.4.2. any provision of any judgment, decree or order to which Buyer is a party, by which it is bound, or to which any of its material assets are subject;

4.4.3. any material agreement, obligation, duty or commitment to which Buyer is a party or by which it is bound;

4.4.4. any foreign exchange, anti-money laundering or regulatory restrictions applicable to Token Sale;

4.4.5. any laws, regulations or rules applicable to Buyer.

4.5. Buyer will comply with any applicable tax obligations in Buyer's jurisdiction arising from Token Sale.

4.6. Buyer will comply with all applicable anti-money laundering and counter-terrorism financing requirements.

4.7. The execution and delivery of, and performance under, the Agreement require no approval or other action from any governmental authority or person other than Buyer.

4.8. There are no actions or investigations, pending or threatened before or by any Governmental Authority against Buyer which, if determined adversely, could reasonably be expected to have a material adverse effect on the ability of Buyer to enter into and perform its obligations under the Agreement. There is no unsatisfied judgment or any open injunction binding upon Buyer which could reasonably be expected to have a material adverse effect on the ability of Buyer to enter into and perform its obligations under the Agreement. If Buyer is a legal entity, Buyer makes the same representations with respect to its directors (or equivalent) and senior executive officers, and its affiliates and their respective directors (or equivalent) and senior executive officers.

4.9. Buyer has sufficient understanding of the functionality, usage, storage, transmission mechanisms and other material characteristics of cryptographic tokens, token storage mechanisms (such as token wallets), blockchain technology and blockchain-based software systems to understand the Agreement and to appreciate the risks and implications of purchasing the Tokens.

4.10. Buyer has obtained sufficient information about the Tokens to make an informed decision to purchase the Tokens.

4.11. Buyer understands that the value of the Tokens over time may experience extreme volatility or depreciate in full.

4.12. Buyer agrees and certifies that the Buyer is acquiring Tokens for its own use and utility, to participate in the Platform and not for investment or financial purposes.

4.13. The funds, including any digital assets, fiat currency, virtual currency or cryptocurrency, Buyer uses to purchase the Tokens, are not derived from or related to any unlawful activities, including but not limited to money laundering or terrorist financing, and Buyer will not use the Tokens to finance, engage in, or otherwise support any unlawful activities.

5. NO COMPANY'S REPRESENTATIONS AND WARRANTIES

5.1. Buyer expressly acknowledges, understands and agrees that Buyer is purchasing the Tokens solely at Buyer's risk and that Tokens are provided, used and acquired on an "as is" and on an "as available" basis without representations, warranties, promises or guarantees whatsoever of any kind by Company. Buyer's decision to purchase the Tokens and enter into the Agreement shall be made based on Buyer's own knowledge and information disclosed herein and in Whitepaper. Additionally, Buyer has conducted to its own satisfaction an independent investigation and verification of the HELP token project, HELP Tokens and shall therefore rely solely on its own examination.

5.2. Company expressly disclaims all express and implied warranties and representations as to the Tokens and the HELP Platform. Company does not make any representations or warranties, express or implied, including:

5.2.1. any warranties or representations of title;

5.2.2. any warranties or representations of merchantability or fitness for a particular purpose with respect to the HELP token, the Tokens or their utility, or the ability of anyone to purchase or use the Tokens;

5.2.3. the suitability, reliability, availability, timeliness, and accuracy of the HELP Platform, the Tokens, information, software, products, Services and related graphics on the HELP Platform for any purpose.

6. LIMITATION OF LIABILITY

6.1. Company is not liable for any delay or failure to perform any obligation under the Agreement where the delay or failure results from any cause beyond Company's reasonable control.

The Company is liable for losses incurred during the ICO period by investors due to deliberate misconduct and gross negligence of Company.

6.2. In no circumstances the aggregate joint liability of Company, whether in contract, warrant, tort or other theory, for damages of any kind under the Agreement will exceed the amount received by Company from Buyer.

6.3. Company is not liable for any cryptocurrency exchange fluctuation.

6.4. Buyer understands and agrees that Company shall not be liable in connection with any force majeure event, including labour disputes or other industrial disturbances, hacking or any other cybercrime, or computer oriented crime, electrical, telecommunications, hardware, software or other

utility failures, software or smart contract bugs or weaknesses, earthquakes, storms, or other nature-related events, blockages, embargoes, riots, strikes, acts or orders of government, acts of terrorism or war, technological change, changes in interest rates or other monetary conditions, and, for the avoidance of doubt, changes to any blockchain-related protocol.

6.5. If an event of force majeure occurs, the Party injured hereto by the other's inability to perform may elect to suspend the Agreement, in whole or part, for the duration of the force majeure circumstances.

6.6. Except otherwise provided in the Agreement, Buyer will indemnify, defend, hold harmless and reimburse Company from and against any and all actions, proceedings, claims, damages, demands and actions (including without limitation fees and expenses of counsel), incurred by Company arising from or relating to:

(a) Token Sale;

(b) use of the Tokens;

(c) Buyer's responsibilities or obligations under the Agreement;

(d) Buyer's breach of or violation of the Agreement;

(e) any inaccuracy in any representation or warranty of Buyer;

(f) Buyer's violation of any rights of any other person or entity; and/or

(g) any act or omission of Buyer that is negligent, unlawful or constitutes wilful misconduct.

6.6.1. Company reserves the right to exercise sole control over the defence, at Buyer's expense, of any claim subject to indemnification under this Section. This indemnity is in addition to, and not in lieu of, any other indemnities set forth in a written agreement between Buyer and Company, including those provided under the Agreement.

7. TAXES

7.1. The purchase price that Buyer pays for the Tokens is exclusive of all applicable taxes. Buyer is solely responsible for determining what, if any, taxes apply to the purchase of the Tokens, including sales, use, value added, and similar taxes.

7.2. Buyer is responsible for withholding, collecting, reporting and remitting the correct taxes arising from the purchase of the Tokens to the appropriate tax authorities.

7.3. Company bears no liability or responsibility with respect to any tax consequences to Buyer arising from the Token Sale.

8. DATA AND PRIVACY

8.1. Buyer shall implement reasonable and appropriate measures designed to secure access to: (I) any device associated with Buyer and utilized in connection with Buyer's purchase of HELP Token and (II) any other username, passwords or other login or identifying credentials.

8.2. In the event Buyer is no longer in possession of Buyer's private keys or any device associated with Buyer's account or is not able to provide Buyer's login or identifying credentials, Buyer may lose all purchased HELP Tokens and/or access to Buyer's account.

8.3. The Buyer confirm that by signing this Agreement she/he provides the Company with the right to store and process Buyer's personal data provided to the Company in compliance with the Ukraine Law on Personal Data Protection.

8.4. Company will not publish any identifying information of Buyer, except if the disclosure is required under laws or in relation to a decision of Governmental Authority.

9. APPLICABLE LAW AND DISPUTE RESOLUTION

9.1. The Agreement has been drawn up in accordance with the laws of the Ukraine and the application, interpretation, and termination (termination) thereof shall be subject to the laws of the Ukraine.

9.2. In case of any incompatibility of the Agreement with the mandatory standards set out in the laws of the Ukraine that are identified or which become invalid for any other reason, it does not affect the validity of the other provisions of the Agreement and the invalid clause shall be replaced by a valid condition as close as possible to the outcome and the detail of the replaced condition.

9.3. Any disputes arising from the performance of the Agreement shall be settled through negotiations.

9.4. If it was not possible to reach the settlement of disputes through negotiations, disputes and differences which may arise out of the present Contract or in connection with same are to be settled, without resource to common law courts, by Permanent Arbitration Court at the Ukrainian Lawyers Association in Ukraine (Mezhigorskaya st. 5, Kiev, Ukraine) in accordance with the rules of procedure of the above Court the awards of which are final and binding upon both sides.

10. TERMINATION OF AGREEMENT

10.1. This Agreement shall terminate upon the transfer of Token to Buyer.

10.2. The company may terminate the Agreement immediately notifying the user and indicating the reason for termination, if:

10.2.1. Buyer breaches this Agreement;

10.2.2. Company is required so by valid court order, or binding order of a Governmental Authority;

10.2.3. Buyer fails to comply with any applicable laws, directives, rules and/or regulations or Buyer is or becomes a person falling under Article 4.3 of the Agreement;

10.2.4. in respect of Buyer, a liquidator, receiver or administrative receiver is appointed, Buyer is adjudicated as bankrupt, or declared insolvent.

11. MISCELLANEOUS

11.1. All agreements, notices, disclosures and other communications that the Party provides to the other Party pursuant to this Agreement or in connection with or related to Buyer's purchase of HELP Token, including this Agreement, may be provided by the Party in electronic form.

11.2. The buyer must be aware of possible risks, such as:

high volatility (asset price range amplitude),

market immaturity (low capitalization, limited number of participants, small turnover of asset trade),

possible changes in legislation and regulation (banning trade in cryptocurrency, imposing restrictions, etc.).