

**ROCKET ICO**  
**ICO PARTICIPATION AND TOKEN USAGE Terms and Conditions**

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These Terms and Conditions shall constitute an ICO Participation and Token Usage Agreement (“**Agreement**”) which also contains the terms and conditions that govern your use of the public sale smart contract (“**Crowdsale Contract**”); use of the related ROCKET token smart contract (“**the ROCKET Token Contract**”); and purchase of the related compatible tokens distributed on the Ethereum Blockchain (the “**ROCKET Tokens**”) and is an agreement between you or the entity that you represent (“**Buyer**” or “**you**”) and Tiger Managing Services Ltd, a company existing under the laws of the United Kingdom and having its registered address at Ver House, London Road, Markyate, Hertfordshire, AL3 8JP, United Kingdom, company number 08083154 (“**Tiger**”), which, together with its parent company, subsidiaries and affiliates, will herein be called “**the Company**”, “**Tiger**” or “**ROCKET ICO**”. Buyer, ROCKET ICO and the Company are herein referred to individually as a “**Party**” and collectively as the “**Parties**”.

NOW, THEREFORE, in consideration of the mutual representations, warranties and agreements contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Company and Buyer hereby agree as follows:

**IMPORTANT CONSUMER INFORMATION:**  
**PLEASE READ THIS AGREEMENT CAREFULLY AND IN ITS ENTIRETY**

*This ROCKET Token Sale Agreement is not an offer to the public of securities or a collective investment scheme, nor does it require registration or approval from a regulatory authority.*

Introduction to the ROCKET ICO token and ROCKET ICO Airdrop:

1. ROCKET ICO is developing an Airdrop (“**ROCKET ICO Airdrop**”), as described in the ICO White Paper, as amended from time to time and made available on the Website (as defined below) (“**White Paper**”).
2. Once released, it will be the first of its kind and the largest in the world. It will allow scalable smart contracts to interface with the ROCKET ICO Airdrop.
3. Contributions for developing the ROCKET ICO Airdrop are being collected by ROCKET ICO. In return for Contributions, ROCKET ICO create genesis allocations of ROCKET, the cryptographic fuel necessary for the operation of and interaction with ROCKET ICO, in accordance with the terms of this Agreement and its Schedule.
4. Company will have no control over when, how or whether the ROCKET ICO token is adopted or implemented, or how, when or whether the ROCKET ICO Airdrop is launched.

**BINDING AGREEMENT:** Buyer understands and agrees that Buyer is subject to and bound by this Agreement by virtue of Buyer’s purchase of ROCKET Tokens.

**NO U.S. PURCHASERS:** ROCKET Tokens are not being sold to U.S. persons (as defined below). If you are citizen, resident of, or a person located or domiciled in, the United States of America including its

states, territories or the District of Columbia or any entity, including, without limitation, any corporation, partnership, unincorporated entity or other legal person created or organized in or under the laws of the United States of America, any state or territory thereof or the District of Columbia (a **“U.S. person”**) do not purchase or attempt to purchase ROCKET Tokens.

**U.S IP address are blocked from entering the ROCKET ICO Website.**

ROCKET TOKENS HAVE NO RIGHTS, USES OR ATTRIBUTES. Ownership of ROCKET Tokens carries no rights other than the right to exchange and claim over the ROCKET ICO Airdrop, and to participate in bonus activities as may be organised by the Company from time to time. ROCKET Tokens do not represent or confer any ownership right or stake, share or security or equivalent rights, intellectual property rights or any other form of participation relating to the ROCKET ICO Airdrop.

PURCHASES OF ROCKET TOKENS ARE NON-REFUNDABLE AND PURCHASES CANNOT BE CANCELLED, EXCEPT AS EXPLICITLY MADE KNOWN TO THE BUYER IN WRITING. BUYER MAY LOSE ALL AMOUNTS PAID.

ROCKET TOKEN MAY HAVE NO VALUE.

COMPANY RESERVES THE RIGHT TO REFUSE OR CANCEL ROCKET TOKEN PURCHASE REQUESTS AT ANY TIME IN ITS SOLE DISCRETION.

PLEASE READ THE RISKS SET FORTH IN SECTION 7 CAREFULLY AND IN THEIR ENTIRETY.

THIS AGREEMENT INCLUDES PRE-DISPUTE RESOLUTION IN SECTION 9.1 AND REQUIRES ARBITRATION UNDER THE LAWS OF MALTA IN SECTION 9.2, WHERE DISPUTES ARE NOT RESOLVED IN ACCORDANCE WITH SECTION 9.1.

#### **ARTICLE ONE:**

##### **1. ACCEPTANCE OF ROCKET ICO Airdrop AGREEMENT AND PURCHASE OF ROCKET TOKENS**

1.1. **Acceptance of Agreement.** This Agreement shall be effective and binding on the Parties when Buyer: (a) clicks the check box on the official website <http://www.theicorocket.io> and any other website as may be announced from time to time by ROCKET ICO (the **“Website”**) to indicate that Buyer has read, understands and agrees to the terms of this Agreement; or if earlier, (b) upon receipt by the Company of payment from the Buyer in respect of the ROCKET Tokens in fiat, ETH or other cryptocurrency. Buyer agrees to be bound on this basis, and confirms that Buyer has read in full and understands this Agreement and the terms on which Buyer is bound.

1.2. **Website Terms of Use.** Company has established Terms of Use, as may be amended from time to time, available on the Website, which are deemed part of this Agreement. Buyer has read, understands and agrees to the Terms of Use.

1.3. **White Paper.** Company has prepared the White Paper, which is available on the Website, describing matters relating to the ROCKET ICO token. Buyer has read and understands the White Paper and its contents. The White Paper, as it may be amended from time to time, is deemed part of this Agreement. The terms of this Agreement will prevail over the White Paper in case of conflict.

1.4. **ROCKET** is an unregulated virtual currency. If there are any regulations imposed regarding ROCKET and virtual currencies, the terms and conditions of this Agreement and other terms regulating the usage of ROCKET may be changed significantly by the Company to ensure compliance with such regulatory requirements.

## ARTICLE TWO

### 2. ROCKET TOKENS

2.1. **Allocation and Distribution of ROCKET Tokens.** ROCKET ICO shall allocate and distribute ROCKET Tokens (the **"ROCKET Token Crowdsale"**) in accordance with the material specifications set forth in Schedule A to this Agreement, which includes details regarding the timing (the **"ROCKET Distribution Period"**) and pricing of the ROCKET Token Crowdsale and the amount of ROCKET Tokens that will be distributed. During the ROCKET Distribution Period, ROCKET ICO will provide specific procedures on how Buyer should acquire ROCKET Tokens through the ROCKET Crowdsale Contract. By purchasing ROCKET Tokens, Buyer acknowledges and understands and has no objection to such procedures and material specifications. Failure to use the ROCKET Crowdsale Contract and follow such procedures may result in Buyer not receiving any ROCKET Tokens. The access or use of the ROCKET Token Contract and/or the receipt or purchase of ROCKET Tokens through any other means other than the Website which are not sanctioned or agreed to in any way by the Company, and will create no obligation on the Company towards the Buyer. Buyer should take great care that the website used to purchase ROCKET Tokens is the Website.

2.2. **ROCKET Rights and Attributes.** ROCKET Tokens are cryptographic tokens created for access to the ROCKET ICO Airdrop, and as benefits associated with this access, such as discounts for ROCKET ICO products and services, advance payment for ROCKET ICO products and services, or as tokens for participation in any bonus activities that may be carried out from time to time by ROCKET ICO or the Company at its sole discretion. There are no guarantees of their future use or value, which can be zero. Although ROCKET ICO and the Company shall endeavour to provide or offer to Buyer the products, services or bonus activities described in this sub-clause, they shall not be bound to do so.

2.3. **No U.S. Buyers.** ROCKET Tokens are not being offered to U.S. Persons. All U.S. Persons are prohibited and restricted from using the ROCKET Crowdsale Contract, and the Company is not in any way soliciting purchases by U.S. Persons. If a U.S. Person uses the ROCKET Crowdsale Contract, such person has done so and entered into this Agreement on an unlawful, unauthorized and fraudulent basis and this Agreement is null and void. Company is not bound by this Agreement if this Agreement has been entered into by a U.S. Person as Buyer or Buyer has entered into this Agreement or has purchased ROCKET Tokens on behalf of a U.S. person, and Company may take all necessary and appropriate actions, in its sole discretion, to invalidate this Agreement, including referral of information to the appropriate authorities. Any U.S. Person who uses the ROCKET Crowdsale Contract or enters this Agreement on an unlawful, unauthorized or fraudulent basis shall be solely liable for, and shall indemnify, defend and hold harmless ROCKET ICO and the Company's 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 (collectively, the **"ROCKET ICO Parties"**) from any damages, losses, liabilities, costs or expenses of any kind, whether direct or indirect, consequential, compensatory, incidental, actual, exemplary, punitive or special and including, without limitation, any loss of business, revenues, profits, data, use, goodwill or other intangible losses (collectively, the **"Damages"**) incurred by a ROCKET ICO Party that arises from or is a result of such U.S. person's unlawful, unauthorized or fraudulent use of the ROCKET Crowdsale Contract.

2.4. **No Representations and Warranties.** The ROCKET Tokens will be distributed to Buyers pursuant to the ROCKET Crowdsale Contract. None of the ROCKET ICO Parties makes representations or warranties, express or implied, including, without limitation, any warranties of title or implied warranties of merchantability or fitness for a particular purpose with respect to the ROCKET Crowdsale Contract, the ROCKET Token Contract or the ROCKET Tokens or their utility, or the ability of anyone to purchase or use the ROCKET Tokens. Without limiting the foregoing, none of the ROCKET ICO Parties represent or warrant that the process of purchasing the ROCKET Tokens or receiving the ROCKET Tokens will be uninterrupted or error-free or that the ROCKET Tokens are reliable and error-free. As a result, Buyer acknowledges and understands that Buyer may never receive ROCKET Tokens and may lose the entire amount Buyer paid to Company. Buyer shall provide an accurate digital wallet address to Company for receipt of any ROCKET Tokens distributed to Buyer pursuant to the ROCKET Crowdsale Contract and the ROCKET Token Contract.

2.5. **Not an Offering of Securities, Commodities, or Swaps.** The sale of ROCKET Tokens and the ROCKET Tokens themselves are not securities, commodities, swaps on either securities or commodities or a financial instrument of any kind. Purchases and sales of ROCKET Tokens are not subject to the protections of any laws governing those types of financial instruments. This Agreement and all other documents referred to in this Agreement including the White Paper do not constitute a prospectus or offering document, and are not an offer to sell, nor the solicitation of an offer to buy an investment, a security, commodity, or a swap on either a security or commodity.

2.6. **Not an Investment.** Buyer should not participate in the ROCKET Token Crowdsale or purchase ROCKET Tokens for investment purposes. ROCKET Tokens are not designed for investment purposes and should not be considered as a type of investment. Buyer acknowledges, understands and agrees that Buyer should not expect and there is no guarantee or representation or warranty by Company that: (a) the ROCKET ICO token will ever be adopted; (b) the ROCKET ICO token will be adopted as developed by ROCKET ICO and not in a different or modified form; (c) a blockchain utilizing or adopting the ROCKET ICO token will ever be launched; and (d) a blockchain will ever be launched with or without changes to the ROCKET ICO token. Furthermore, holding ROCKET Tokens is not a guarantee, representation or warranty that the holder will be able to use the ROCKET ICO Airdrop, or receive any tokens utilized on the ROCKET ICO Airdrop, even if the ROCKET ICO Airdrop is launched and the ROCKET ICO token is adopted, of which there is no guarantee, representation or warranty made by Company.

2.7. **Not for Speculation.** Buyer acknowledges and agrees that Buyer is not purchasing ROCKET Tokens for purposes of investment, speculation, as some type of arbitrage strategy, for immediate resale or other financial purposes.

### ARTICLE THREE

#### 3. NO OTHER RIGHTS CREATED

3.1. **No Claim, Loan or Ownership Interest.** The purchase of ROCKET Tokens: (a) does not provide Buyer with rights of any form with respect to the Company or its revenues or assets, including, but not limited to, any voting, distribution, redemption, liquidation, proprietary (including all forms of intellectual property), or other financial or legal rights; (b) is not a loan to Company; and (c) does not provide Buyer with any ownership or other interest in Company.

3.2. **Intellectual Property.** Company retains all right, title and interest in all of Company's intellectual property, including, without limitation, inventions, ideas, concepts, code, discoveries, processes, marks, methods, token, compositions, formulae, techniques, information and data, whether or not patentable, copyrightable or protectable in trademark, and any trademarks,

copyright or patents based thereon. Buyer may not use any of Company's intellectual property for any reason without Company's prior written consent.

## ARTICLE FOUR

### 4. SECURITY AND DATA; TAXES

#### 4.1. Security and Data Privacy

4.1.1. **Buyer's Security.** Buyer will 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 ROCKET Tokens; (ii) private keys to Buyer's wallet or account; and (iii) any other username, passwords or other login or identifying credentials. In the event that 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 of Buyer's ROCKET Tokens and/or access to Buyer's account. Company is under no obligation to recover any ROCKET Tokens that have been lost, stolen or destroyed due the Buyer's failure or negligence in maintaining appropriate level of security in accordance with this sub-clause.

4.1.2. **Additional Information.** Upon Company's request, Buyer will immediately provide to Company information and documents that Company, in its sole discretion, deems necessary or appropriate to comply with any laws, regulations, rules or agreements, including without limitation judicial process. Such documents include, but are not limited to, passport, driver's license, utility bills, photographs of associated individuals, government identification cards, or sworn statements. Buyer consents to Company disclosing such information and documents in order to comply with applicable laws, regulations, rules or agreements. Buyer acknowledges that Company may refuse to distribute ROCKET Tokens to Buyer until such requested information is provided.

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

## ARTICLE FIVE:

### 5. REPRESENTATIONS AND WARRANTIES OF BUYER

By purchasing ROCKET Tokens, the Buyer covenants, represents and warrants to each of the ROCKET ICO Parties that:

5.1. **Not a U.S. Person.** Buyer is not a US Person. Where Buyer status changes at any time, the Buyer shall immediately notify the ROCKET ICO Parties of this change;

5.2. **Authority.** Buyer has all requisite power and authority to execute and deliver this Agreement, to use the ROCKET Crowdsale Contract and the ROCKET Token Contract, purchase ROCKET Tokens, and to carry out and perform its obligations under this Agreement. Accordingly:

5.2.1. Where Buyer is an individual, it represents and warrants that it is at least 18 years old and of sufficient legal age and capacity to purchase ROCKET Tokens.

5.2.2. Where the Buyer is a legal person, Buyer is duly organised, validly existing and in good standing under the laws of its domiciliary jurisdiction, and every other jurisdiction where it conducts its business.

5.3. **No conflict.** The execution, delivery and performance of this Agreement will not result in any violation of, be in conflict with, or constitute a material default under, with or without the passage of time or the giving of notice: (a) any provision of Buyer's organizational documents, if applicable; (b) 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; (c) any material agreement, obligation, duty or commitment to which Buyer is a party or by which it is bound; or (d) any laws, regulations or rules applicable to Buyer.

5.4. **No Consents of Approvals.** No Consents or Approvals. The execution and delivery of, and performance under, this Agreement require no approval or other action from any governmental authority or person other than Buyer.

5.5. **Buyer Status.** Buyer is not subject to any of the disqualifying events listed in Rule 506(d)(1) of Regulation D under the Securities Act of 1933 (a "Buyer Event"), and there is no proceeding or investigation pending or, to the knowledge of Buyer, threatened by any governmental authority, that would reasonably be expected to become the basis for a Buyer Event. Buyer is legally permitted to participate in the ICO and is legally permitted to receive and hold cryptocurrencies and tokens.

5.6. **Buyer Knowledge and Risks of Project.** Buyer has sufficient knowledge and experience in business and financial matters, including a sufficient understanding of blockchain or cryptographic tokens and other digital assets, smart contracts, storage mechanisms (such as digital or token wallets), blockchain-based token systems and blockchain technology, to be able to evaluate the risks and merits of Buyer's purchase of ROCKET Tokens, including but not limited, to the matters set forth in this Agreement, and is able to bear the risks thereof, including loss of all amounts paid, loss of ROCKET Tokens, and liability to the ROCKET ICO Parties and others for its acts and omissions, including with limitation those constituting breach of this Agreement, negligence, fraud or wilful misconduct. Buyer has obtained sufficient information in order to make an informed decision to purchase ROCKET Tokens.

5.7. **Funds and Payments.**

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

5.7.2. **Payments.** All payments by Buyer under this Agreement will be made only in Buyer's name, from a digital wallet or bank account that is not located in a country or territory that has been designated as a "non-cooperative country or territory" by the Financial Action Task Force ("**FATF**"), and is not a "foreign shell bank" within the meaning of the U.S. Bank Secrecy Act (31 U.S.C. § 5311 et seq.), as amended, and the regulations promulgated thereunder by the Financial Crimes Enforcement Network, as such regulations may be amended from time to time.

5.8. **Miscellaneous Regulatory Compliance:**

5.8.1. **Anti-Money Laundering; Counter-Terrorism Financing.** To the extent required by applicable law, Buyer complies with all anti-money laundering and counter-terrorism financing requirements.

5.8.2. **Sanctions Compliance.** Neither Buyer, nor any person having a direct or indirect beneficial interest in Buyer or ROCKET Tokens being acquired by Buyer, or any person for whom Buyer is acting as agent or nominee in connection with ROCKET Tokens, is the subject of sanctions administered or enforced by any country or government (collectively, “**Sanctions**”) or is organized or resident in a country or territory that is the subject of country-wide or territory-wide Sanctions.

## **ARTICLE SIX**

### **6. DISCLAIMERS**

6.1. Buyer expressly acknowledges, understands and agrees that Buyer is using the ROCKET Crowdsale Contract, the ROCKET Token Contract and purchasing ROCKET Tokens at the Buyer’s sole risk and that the ROCKET Crowdsale Contract, the ROCKET Token Contract and ROCKET Tokens are each 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 and Buyer shall rely on its own examination and investigation thereof.

6.2. **No Representation or Warranty.** (A) COMPANY DOES NOT MAKE AND EXPRESSLY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS, IMPLIED OR STATUTORY; AND (B) WITH RESPECT TO THE ROCKET DISTRIBUTION CONTRACT, THE ROCKET TOKEN CONTRACT AND THE ROCKET TOKENS, COMPANY SPECIFICALLY DOES NOT REPRESENT AND WARRANT AND EXPRESSLY DISCLAIMS ANY REPRESENTATION OR WARRANTY, EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION, ANY REPRESENTATIONS OR WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, USAGE, SUITABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, OR AS TO THE WORKMANSHIP OR TECHNICAL CODING THEREOF, OR THE ABSENCE OF ANY DEFECTS THEREIN, WHETHER LATENT OR PATENT.

## **ARTICLE SEVEN**

### **7. RISKS**

**The Buyer acknowledges and understands the risks set out in this Clause 7, and that ROCKET Tokens may have no value. Buyer may lose all amounts paid. Accordingly, the Buyer has carefully reviewed, and acknowledges, understands and assumes the risks set out in this Clause, as well as other risks associated with the ROCKET Tokens (including all those which are not set out in this Agreement), all of which could render the ROCKET Tokens worthless or of little value:**

7.1. **No Rights.** Ownership of ROCKET Tokens carries no rights other than the right to exchange and claim over the ROCKET ICO Airdrop. ROCKET Tokens do not represent or confer any ownership right or stake, share or security or equivalent rights, intellectual property rights or any other form of participation relating to the ROCKET ICO Airdrop.

7.2. **Blockchain Delay Risk.** On the Ethereum blockchain, timing of block production is determined by proof of work, therefore block production can occur at random times. Buyer acknowledges and understands that the Ethereum blockchain may not include the Buyer’s transaction at the time Buyer expects and Buyer may not receive ROCKET Tokens at the time Buyer sends ETH.

7.3. **Ethereum Blockchain.** The Ethereum blockchain is prone to periodic congestion during which transactions can be delayed or lost. Individuals may also intentionally spam the Ethereum network in an attempt to gain an advantage in purchasing cryptographic tokens. Buyer

acknowledges and understands that Ethereum block producers may not include Buyer's transaction when Buyer wants or Buyer's transaction may not be included at all.

**7.4. Ability to Transact or Resell.** Buyer may be unable to sell or otherwise transact in ROCKET Tokens at any time, or for the price Buyer paid. By using the ROCKET Crowdsale Contract or the ROCKET Token Contract or by purchasing ROCKET Tokens, Buyer acknowledges, understands and agrees that: (a) ROCKET Tokens may have no value; (b) there is no guarantee or representation of liquidity for the ROCKET Tokens; and (c) the ROCKET ICO Parties are not and shall not be responsible for or liable for the market value of ROCKET Tokens, the transferability and/or liquidity of ROCKET Tokens and/or the availability of any market for ROCKET Tokens through third parties or otherwise.

**7.5. Token Security.** ROCKET Tokens may be subject to expropriation and or/theft. Hackers or other malicious groups or organizations may attempt to interfere with the ROCKET Crowdsale Contract, the ROCKET Token Contract or the ROCKET 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 Ethereum Airdrop rests on open source token and ROCKET Tokens are based on open source token, there is the risk that Ethereum smart contracts may contain intentional or unintentional bugs or weaknesses which may negatively affect the ROCKET Tokens or result in the loss of Buyer's ROCKET Tokens, the loss of Buyer's ability to access or control Buyer's ROCKET Tokens or the loss of ETH in Buyer's account. In the event of such a token bug or weakness, there may be no remedy and holders of ROCKET Tokens are not guaranteed any remedy, refund or compensation.

**7.6. Access to Private Keys.** ROCKET Tokens purchased by Buyer may be held by Buyer in Buyer's digital wallet or vault, which requires a private key, or a combination of private keys, for access. Accordingly, loss of requisite private key(s) associated with Buyer's digital wallet or vault storing ROCKET Tokens will result in loss of such ROCKET Tokens, access to Buyer's ROCKET Token balance and/or any initial balances in blockchains created by third parties. Moreover, any third party that gains access to such private key(s), including by gaining access to login credentials of a hosted wallet or vault service Buyer uses, may be able to misappropriate Buyer's ROCKET Tokens. Company is not responsible for any such losses.

**7.7. New Technology.** The ROCKET ICO token and the ROCKET ICO Airdrop and all of the matters set forth in the White Paper are new and untested. The ROCKET ICO token might not be capable of completion, implementation or adoption. It is possible that no blockchain utilizing the ROCKET ICO token will be ever launched and there may never be an operational ROCKET ICO Airdrop. Buyer should not rely on the ROCKET ICO token or the ability to receive tokens associated with the ROCKET ICO Airdrop in the future. Even if the ROCKET ICO token is completed, implemented and adopted, it might not function as intended, and any tokens associated with a blockchain adopting the ROCKET ICO token may not have functionality that is desirable or valuable. Also, technology is changing rapidly, so the ROCKET Tokens and any tokens transferable on the ROCKET ICO Airdrop may become outdated.

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

7.9. **Failure to Map a Public Key to Buyer's Account.** Failure of Buyer to map a public key to Buyer's account may result in third parties being unable to recognize Buyer's ROCKET Token balance on the Ethereum blockchain when and if they configure the initial balances of a new blockchain based upon the ROCKET ICO token of which Company makes no representation or guarantee.

7.10. **Exchange & Counterparty Risks.** If Buyer sends ETH to the ROCKET Token Contract from an exchange or an account that Buyer does not control, pursuant to the ROCKET Token Contract, ROCKET Tokens will be allocated to the account that has sent ETH; therefore, Buyer may never receive or be able to recover Buyer's ROCKET Tokens. Furthermore, if Buyer chooses to maintain or hold ROCKET Tokens through a cryptocurrency exchange or other third party, Buyer's ROCKET Tokens may be stolen or lost. In addition, third parties may not recognize Buyer's claim to any derivative tokens if and when launched by third parties according to the distribution rules set in the ROCKET ICO token. By using the ROCKET Crowdsale Contract, using the ROCKET Token Contract and/or by purchasing ROCKET Tokens, Buyer acknowledges and agrees that Buyer sends ETH to the ROCKET Token Contract through an exchange account and/or holds ROCKET Tokens on a cryptocurrency exchange or with another third party at Buyer's own and sole risk.

7.11. **Changes to the ROCKET ICO token.** The ROCKET ICO token is still under development and may undergo significant changes over time. Although Company intends for the ROCKET ICO token to have the features and specifications set forth in the White Paper, Company may make changes to such features and specifications for any number of reasons, and any party that adopts the ROCKET ICO token and launches the ROCKET ICO Airdrop also may make changes, any of which may mean that the ROCKET ICO Airdrop does not meet Buyer's expectations.

7.12. **Risk of Alternative Blockchains based on ROCKET ICO token.** The ROCKET ICO token will not likely be licensed under an open source license until after the end of the ROCKET Distribution Period; however, it is possible somebody will not respect the ROCKET ICO token copyright or will modify the ROCKET ICO token after it has been released under an open source license. Therefore, it is possible for someone to utilize the ROCKET ICO token to build and launch blockchain protocols using a token distribution other than the one intended for the ROCKET Tokens pursuant to the ROCKET ICO token both prior to or after the ROCKET ICO token has become licensed as open source.

7.13. **Project Completion.** The development of the ROCKET ICO token may be abandoned for a number of reasons, including, but not limited to, lack of interest from the public, lack of funding, lack of commercial success or prospects, or departure of key personnel.

7.14. **Lack of Interest.** Even if the ROCKET ICO token is finished and adopted and the ROCKET ICO Airdrop is launched, the ongoing success of the ROCKET ICO Airdrop relies on the interest and participation of third parties. There can be no assurance or guarantee that there will be sufficient interest or participation in the ROCKET ICO Airdrop.

7.15. **Uncertain Regulatory Framework.** The regulatory status of cryptographic tokens, digital assets and blockchain technology is unclear or unsettled in many jurisdictions. It is difficult to predict how or whether governmental authorities will regulate such technologies. It is likewise difficult to predict how or whether any governmental authority may make changes to existing laws, regulations and/or rules that will affect cryptographic tokens, digital assets, blockchain technology and its applications. Such changes could negatively impact ROCKET Tokens in various ways, including, for example, through a determination that ROCKET Tokens are regulated financial instruments that require registration. Company may cease the distribution of ROCKET Tokens, the

development of the ROCKET ICO token or cease operations in a jurisdiction in the event that governmental actions make it unlawful or commercially undesirable to continue to do so.

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

## ARTICLE EIGHT

### 8. LIMITATION OF LIABILITY; INDEMNIFICATION

8.1. **Limitation of Liability.** To the fullest extent permitted by applicable law, Buyer disclaims any right or cause of action against the ROCKET ICO Parties of any kind in any jurisdiction that would give rise to any Damages whatsoever, on the part of any ROCKET ICO Party. Each of the ROCKET ICO Parties shall not be liable to Buyer for any type of Damages, even if and notwithstanding the extent an ROCKET ICO Party has been advised of the possibility of such Damages. Buyer agrees not to seek any refund, compensation or reimbursement from an ROCKET ICO Party, regardless of the reason, and regardless of whether the reason is identified in this Agreement.

8.2. **Damages.** In no circumstances will the aggregate joint liability of the ROCKET ICO Parties, whether in contract, warrant, tort or other theory, for Damages to Buyer under this Agreement exceed the amount received by Company from Buyer.

8.3. **Force Majeure.** Buyer understands and agrees that Company shall not be liable and disclaims all liability to Buyer in connection with any force majeure event, including acts of God, labour disputes or other industrial disturbances, electrical, telecommunications, hardware, token or other utility failures, token or smart contract bugs or weaknesses, earthquakes, storms, or other nature-related events, blockages, embargoes, riots, 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.

8.4. **Release.** To the fullest extent permitted by applicable law, Buyer releases the ROCKET ICO Parties 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 Buyer and the acts or omissions of third parties.

8.5. **Indemnification.**

a. To the fullest extent permitted by applicable law, Buyer will indemnify, defend and hold harmless and reimburse the ROCKET ICO Parties from and against any and all actions, proceedings, claims, Damages, demands and actions (including without limitation fees and expenses of counsel), incurred by an ROCKET ICO Party arising from or relating to: (i) Buyer's purchase or use of ROCKET Tokens; (ii) Buyer's responsibilities or obligations under this Agreement; (iii) Buyer's breach of or violation of this Agreement; (iv) any inaccuracy in any representation or warranty of Buyer; (v) Buyer's violation of



any rights of any other person or entity; and/or (vi) any act or omission of Buyer that is negligent, unlawful or constitutes wilful misconduct.

b. Company reserves the right to exercise sole control over the defense, at Buyer's expense, of any claim subject to indemnification under this Section 8.5. This indemnity is in addition to, and not in lieu of, any other indemnities set forth in a written agreement between Buyer and Company.

## ARTICLE NINE

### 9. DISPUTE RESOLUTION

9.1. **Informal Dispute Resolution.** Buyer and Company shall cooperate in good faith to resolve any dispute, controversy or claim (including non-contractual disputes or claims) arising out of, relating to or in connection with this Agreement, including with respect to the formation, applicability, breach, termination, validity or enforceability thereof (a "**Dispute**"). If the Parties are unable to resolve a Dispute within ninety (90) days of notice of such Dispute being received by all Parties, such Dispute shall be finally settled by Binding Arbitration as defined in Section 9.2 below.

9.2. **Binding Arbitration.** Each Party irrevocably agrees that any Dispute not resolved within 90 days as set forth in Section 9.1 shall be finally settled by arbitration in accordance with Part V (International Arbitration) of the Malta Arbitration Act and the Arbitration Rules of the Malta Arbitration Centre as at present in force, which shall be deemed to be incorporated by reference into this Agreement. The number of arbitrators shall be one. The place of arbitration shall be Malta. The language to be used in the arbitral proceedings shall be English. The governing law of the Agreement shall be as set forth in Section 10.1 herein. The arbitration award shall be final and binding on the Parties ("**Binding Arbitration**"). The Parties undertake to carry out any award without delay and waive their right to any form of recourse insofar as such waiver can validly be made. Judgment upon the award may be entered by any court having jurisdiction thereof or having jurisdiction over the relevant Party or its assets. Company and Buyer will each pay their respective attorneys' fees and expenses. Notwithstanding the foregoing, Company reserves the right, in its sole and exclusive discretion, to assume responsibility for any or all of the costs of the arbitration.

9.3. **No Class Arbitrations, Class Actions or Representative Actions.** Any dispute arising out of or related to this Agreement is personal to Buyer and Company and shall 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. Furthermore, 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.

## ARTICLE TEN

### 10. MISCELLANEOUS

10.1. **Governing Law and Venue.** This Agreement shall be governed in all respects, including as to validity, interpretation and effect, by the laws of Malta, without giving effect to its principles or rules of conflict of laws, to the extent such principles or rules are not mandatorily applicable by statute and would permit or require the application of the laws of another jurisdiction.

10.2. **Assignment.** Buyer shall not assign this Agreement without the prior written consent of ROCKET ICO. Any assignment or transfer in violation of this Section 10.2 will be void. Company may assign this Agreement to an affiliate. Subject to the foregoing, 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.

10.3. **Entire Agreement.** This Agreement, including the exhibits attached hereto and the materials incorporated herein by reference, constitutes the entire agreement between the Parties and supersedes all prior or contemporaneous agreements and understandings, both written and oral, between the Parties with respect to the subject matter hereof, including, without limitation, any public or other statements or presentations made by any ROCKET ICO Party about the ROCKET Tokens, the ROCKET ICO token, the ROCKET ICO Airdrop, Blockchain Tokens or any other tokens on the ROCKET ICO Airdrop.

10.4. **Severability.** If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, inoperative or unenforceable for any reason, the provision shall be modified to make it valid and, to the extent possible, effectuate the original intent of the Parties as closely as possible in an acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the fullest extent possible.

10.5. **Modification of Agreement.** Company may change, amend, delete or add to this Agreement or any of the terms and conditions contained in any policies or rules governing the Website at any time and in its sole discretion. Any such modified terms will become effective upon the posting of the revised terms or such policies and rules to the Agreement. It is Buyer's responsibility to check the Website regularly for modifications to this Agreement. This Agreement was last modified on the date stated at the beginning of this Agreement. The Buyer's continued use of the ROCKET Tokens, the Website and of any other service provided to it by the Company will constitute acceptance of such changes.

#### **SCHEDULE INITIAL COIN OFFERING FOR THE ROCKET TOKEN AND ROCKET DISTRIBUTION PERIOD**

The Company reserves the right to amend the schedule set out as may become necessary from time to time. Such amendments shall be notified to the Purchaser through publication of a notice on the Website.