

TOKEN-SALE TERMS & CONDITIONS

[SPORTVEST.IO](https://sportvest.io) | [HELLO@SPORTVEST.IO](mailto:hello@sportvest.io) | [TELEGRAM](#) | 05-05-2018 | VERSION: 1

Last Updated: May 28, 2018

The following Terms & Conditions (these **"Terms"**) govern the sale by Global Sports, Inc. (the **"Company"**) to you, and the purchase by you from the Company, of certain cryptographic tokens which intend to adhere to and support the ERC-20 Token Standard (as defined below), namely the SportVEST Tokens (the **"SVE Tokens"**), during the Token-Sale Period (as defined in Paragraph 3.) (the **"Token-Sale"**). Each of you and the Company shall hereinafter be referred to as a **"Party"**, and collectively, you and the Company shall hereinafter be referred to as the **"Parties"**.

PLEASE READ THE TERMS SET OUT HEREIN CAREFULLY. THE SPORTVEST TOKENS ARE NOT INTENDED TO CONSTITUTE SECURITIES OF ANY FORM, UNITS IN A BUSINESS TRUST, UNITS IN A COLLECTIVE INVESTMENT SCHEME OR ANY OTHER FORM OF REGULATED INVESTMENT OR INVESTMENT PRODUCT IN ANY JURISDICTION. THIS DOCUMENT AND THESE TERMS DO NOT CONSTITUTE A PROSPECTUS OR OFFER DOCUMENT OF ANY SORT AND ARE NOT INTENDED TO CONSTITUTE AN OFFER OF SECURITIES OF ANY FORM, UNITS IN A BUSINESS TRUST, UNITS IN A COLLECTIVE INVESTMENT SCHEME OR ANY OTHER FORM OF REGULATED INVESTMENT OR INVESTMENT PRODUCT, OR A SOLICITATION FOR ANY FORM OF REGULATED INVESTMENT OR INVESTMENT PRODUCT IN ANY JURISDICTION. NO REGULATORY AUTHORITY HAS EXAMINED OR APPROVED OF THESE TERMS. NO ACTION HAS BEEN OR WILL BE TAKEN BY THE COMPANY TO OBTAIN SUCH APPROVAL UNDER THE LAWS, REGULATORY REQUIREMENTS OR RULES OF ANY JURISDICTION. THE PROVISION OF THESE TERMS TO YOU DOES NOT IMPLY THAT THE APPLICABLE LAWS, REGULATORY REQUIREMENTS OR RULES HAVE BEEN COMPLIED WITH.

BY ACCEPTING THESE TERMS AND PURCHASING TOKENS, YOU AGREE TO BE LEGALLY BOUND BY THESE TERMS (INCLUDING THE ANNEX HERETO) AND YOU EXPRESSLY ACKNOWLEDGE AND REPRESENT THAT YOU HAVE CAREFULLY REVIEWED ALL OF THESE TERMS INCLUDING SECTION 1.5 AND FULLY UNDERSTAND THE RISKS, COSTS, AND BENEFITS OF PURCHASING TOKENS. IF YOU ARE IN ANY DOUBT AS TO THE ACTION YOU SHOULD TAKE, YOU SHOULD CONSULT YOUR LEGAL, FINANCIAL, TAX OR OTHER PROFESSIONAL ADVISOR(S). IF YOU DO NOT AGREE TO THESE TERMS, PLEASE DO NOT ACCEPT THESE TERMS OR PURCHASE ANY TOKENS.

Definition of **"U.S. Person"**: (1) Any natural person resident in the United States; (2) Any partnership or corporation organized or incorporated under the laws of the United States; (3) Any estate of which any executor or administrator is a U.S. Person; (4) Any trust of which any trustee is a U.S. person; (5) Any agency or branch of a foreign entity located in the United States; (6) Any non-discretionary account or similar account (other than an estate or trust) held by a dealer or other fiduciary for the benefit or account of a U.S. Person; (7) Any discretionary account or similar account (other than an estate or trust) held by a dealer or other fiduciary organized, incorporated, or (if an individual) resident in the United States; or (8) Any partnership or corporation if: (i) organized or incorporated under the laws of any foreign jurisdiction; and (ii) formed by a U.S. Person principally for the purpose of investing in securities not registered under the Act, unless it is organized or incorporated, and owned, by **"Accredited Investors"** who are not natural persons, estates or trusts.

The headings in these Terms are included for convenience only and shall not be taken into account in construing these Terms. Unless the context otherwise requires, words (including words defined herein) denoting the singular only shall include the plural and vice versa. References to “Paragraphs” and “Annex” are to be construed as references to the Paragraphs of and the annex to these Terms.

You and the Company HEREBY AGREE as follows:

1. INTRODUCTION: SCOPE OF TERMS & DEFINITIONS

- 1.1. Unless otherwise stated herein, these Terms, including the Annex hereto, shall govern your participation in the Token-Sale during the Sale Period.
- 1.2. The Company is a Delaware corporation with its registered address at: 108 West 13th Street, Wilmington, New Castle, Delaware, DE, 19801, USA.
- 1.3. The Token-Sale is conducted only during the Sale Period.
- 1.4. The proceeds from the Token-Sale will be used to support ongoing development of the SportVEST Venture Fund’s (the “Fund”) investment portfolio as described in the Whitepaper (the “Whitepaper”) and accessible at: sportvest.io and/or such other purposes as the Company may determine in its sole and absolute discretion.
- 1.5. No information contained in or on, and no part of the following:
 - 1.5.1. the [Whitepaper](#);
 - 1.5.2. the Website of the Company (the “Global Sports Website”) as accessible at: sportvest.io;
 - 1.5.3. the Token-Sale Website (as defined below);
 - 1.5.4. any website directly or indirectly linked to the Whitepaper, the Global Sports Website or the Token-Sale Website;
 - 1.5.5. any social media, blog or broadcast media; or
 - 1.5.6. any other information or document, (each a “Sale Document(s)”) shall constitute part of these Terms, and no representations, warranties or undertakings are or are intended or purported to be given by the Company in respect of any information contained in or on, or any part of, the items as stated in Paragraphs 1.5.1. to 1.5.6. above.

2. ELIGIBILITY TO PURCHASE TOKENS

The distribution of any information in relation to the Token-Sale in certain jurisdictions may be restricted by law. You shall not participate in the Token-Sale if you are a non-accredited U.S. Person or if there are applicable legal restrictions where you reside or are domiciled. It is your sole responsibility to ensure that your participation in the Token-Sale is not prohibited, restricted, curtailed, hindered, impaired or otherwise adversely affected in any way by any applicable law, regulation or rule where you reside or are domiciled. Failure to comply with any such restrictions may constitute a violation of the laws of any such jurisdiction.

Any person or entity, including anyone acting on its behalf, to whom such restrictions may apply are not permitted to participate in the Token-Sale otherwise, this party assumes all the responsibility and liability arising from the acquisition of SVE Tokens and shall indemnify the Company for any damages arising out of their participation in the Token-Sale.

NOTICE TO ALL PROSPECTIVE PURCHASERS

THE DISTRIBUTION OF THE WHITEPAPER AND ANY SALE DOCUMENT IN CERTAIN JURISDICTIONS MAY BE RESTRICTED BY LAW AND ACCORDINGLY PERSONS INTO WHOSE POSSESSION ANY OF THE SALE DOCUMENTS COMES ARE REQUIRED TO INFORM THEMSELVES ABOUT AND TO OBSERVE ANY SUCH RESTRICTIONS. NONE OF THE SALE DOCUMENTS CONSTITUTE AN OFFER TO SELL OR THE SOLICITATION OF AN OFFER TO BUY IN ANY STATE OR OTHER JURISDICTION TO ANY PERSON TO WHOM IT IS UNLAWFUL TO MAKE SUCH OFFER OR SOLICITATION IN SUCH STATE OR JURISDICTION.

THE SVE TOKEN-SALE MAY ONLY BE SUITABLE FOR THOSE PURCHASERS WHO ARE ABLE TO UNDERSTAND THE UNIQUE NATURE OF THE TOKEN-SALE, THE COMPANY, THE SPORTVEST VENTURE FUND, SVE TOKENS, DIGITAL TOKENS AND CRYPTOCURRENCY EXCHANGES. IN MAKING A DECISION, PURCHASERS MUST RELY ON THEIR OWN EXAMINATION OF SVE TOKENS, THE SALE DOCUMENTS, THE COMPANY, THE FUND, AND THESE TERMS, INCLUDING THE MERITS AND RISKS INVOLVED. PROSPECTIVE TOKEN-SALE PARTICIPANTS AND SVE TOKEN PURCHASERS SHOULD INFORM THEMSELVES AS TO: (A) THE LEGAL REQUIREMENTS OF THEIR OWN COUNTRIES FOR THE PURCHASE, HOLDING, TRANSFER OR OTHER DISPOSAL OF SVE TOKENS; (B) ANY FOREIGN EXCHANGE RESTRICTIONS APPLICABLE TO THE PURCHASE, HOLDING, TRANSFER OR OTHER DISPOSAL OF SVE TOKENS WHICH THEY MIGHT ENCOUNTER; AND (C) THE INCOME AND OTHER TAX CONSEQUENCES WHICH MAY APPLY IN THEIR OWN COUNTRIES AS A RESULT OF THE PURCHASE, HOLDING, TRANSFER OR OTHER DISPOSAL OF SVE TOKENS. PROSPECTIVE PURCHASERS MUST RELY UPON THEIR OWN REPRESENTATIVES, INCLUDING THEIR OWN LEGAL ADVISORS AND ACCOUNTANTS, AS TO LEGAL, TAX, INVESTMENT OR ANY OTHER RELATED MATTERS CONCERNING THE COMPANY OR ANY COMPANY ASSOCIATED WITH THE COMPANY AND THE PARTICIPATION IN THE SVE TOKEN-SALE.

NOTICE TO THE RESIDENTS OF THE UNITED STATES

THE SVE TOKENS HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE U.S. SECURITIES AND EXCHANGE COMMISSION (THE "SEC") OR BY THE SECURITIES REGULATORY AUTHORITY OF ANY STATE OR OF ANY OTHER JURISDICTION OF THE UNITED STATES, NOR HAS THE SEC OR ANY SUCH SECURITIES REGULATORY AUTHORITY PASSED UPON THE ACCURACY OR ADEQUACY OF THE WHITEPAPER OR ANY INFORMATION CONTAINED IN ANY OF THE SALE DOCUMENTS.

SVE TOKENS ARE BEING ISSUED:

- (1) INSIDE THE UNITED STATES IN RELIANCE ON RULE 506(C) OF REGULATION D UNDER THE UNITED STATES SECURITIES ACT TO ACCREDITED U.S. PERSONS ONLY; AND
- (2) OUTSIDE THE UNITED STATES TO NON-U.S. PERSONS IN RELIANCE OF REGULATION S UNDER THE UNITED STATES SECURITIES ACT.

THE SALE OF SVE TOKENS WILL BE FILED WITH THE SEC AFTER THE FIRST SALE OF SECURITIES, UNDER REGULATION D, 506(C) OF THE RULES GOVERNING THE LIMITED OFFER AND SALE OF SECURITIES WITHOUT PRIOR REGISTRATION UNDER THE UNITED STATES SECURITIES ACT.

IN THE UNITED STATES, THE SALE DOCUMENTS ARE ONLY DISTRIBUTED TO AND IS ONLY DIRECTED AT PERSONS WHO ARE CONSIDERED "**ACCREDITED INVESTORS**". AN INDIVIDUAL WILL BE CONSIDERED AS AN ACCREDITED INVESTOR IF HIS/HER INCOME EXCEEDS \$200,000 (USD) (OR \$300,000 (USD) TOGETHER WITH A SPOUSE) IN EACH OF THE PRIOR TWO YEARS, AND IF THEY REASONABLY EXPECT THE SAME INCOME FOR THE CURRENT YEAR, OR HAS A NET WORTH OF OVER \$1M (USD), EITHER ALONE OR TOGETHER WITH A SPOUSE (EXCLUDING THE VALUE OF THE PERSON'S PRIMARY RESIDENCE AND ANY LOANS SECURED BY THE RESIDENCE (UP TO THE VALUE OF THE RESIDENCE)).

WITH THE EXCEPTION OF ACCREDITED INVESTORS WHO HAVE BEEN VERIFIED UNDER RULE 506(C) OF REGULATION D OF THE SECURITIES ACT, THE COMPANY WILL NOT ACCEPT CONTRIBUTIONS FROM ANY U.S. PERSON AND THIS TOKEN-SALE IS NOT OPEN TO ANY U.S. PERSON OTHER THAN THOSE WHO HAVE BEEN APPROVED BY THE COMPANY.

U.S. TOKEN-SALE PARTICIPANTS ARE SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND RESALE OF THE SVE TOKENS. THE U.S. PARTICIPANTS MAY NOT SELL OR TRANSFER THEIR SVE TOKENS UNTIL THE FIRST ANNIVERSARY OF THE ISSUANCE OF THE SVE TOKENS. THE U.S. PARTICIPANTS UNDERTAKES THAT ANY TRANSFER OR RESALE OF THEIR SVE TOKENS SHALL ONLY BE CONDUCTED IN ACCORDANCE WITH THESE TERMS AND AS PERMITTED UNDER APPLICABLE LAWS AND REGULATIONS OR PURSUANT TO REGISTRATION OR EXEMPTION THEREFROM. TOKEN-SALE PARTICIPANTS SHOULD BE AWARE THAT THEY MAY BE REQUIRED TO BEAR THE FINANCIAL RISKS OF PARTICIPATING IN THE TOKEN-SALE FOR AN INDEFINITE PERIOD OF TIME.

NOTICE TO RESIDENTS OF THE EEA

NONE OF THE SALE DOCUMENTS HAVE BEEN APPROVED BY AN AUTHORIZED PERSON WITHIN THE MEANING OF THE LAWS OF THE EUROPEAN UNION. RELIANCE ON THE SALE DOCUMENTS FOR THE PURPOSE OF ENGAGING IN ANY INVESTMENT ACTIVITIES MAY EXPOSE AN INDIVIDUAL TO A SIGNIFICANT RISK OF LOSING ALL OF THE PROPERTY OR OTHER ASSETS INVESTED.

THE SALE DOCUMENTS DO NOT CONSTITUTE A PROSPECTUS FOR THE PROSPECTUS DIRECTIVE AND HAVE BEEN PREPARED ON THE BASIS THAT ANY OFFER OF THE SVE TOKENS IN ANY MEMBER STATE OF THE EEA WHICH HAS IMPLEMENTED THE PROSPECTUS DIRECTIVE WILL BE MADE PURSUANT TO AN EXEMPTION UNDER THE PROSPECTUS DIRECTIVE FROM THE REQUIREMENT TO PUBLISH A PROSPECTUS FOR OFFERS OF THE SVE TOKENS OR OTHERWISE WILL NOT BE SUBJECT TO SUCH REQUIREMENTS. THE COMPANY HAS NOT BEEN AUTHORIZED AND DOES NOT AUTHORIZE THE MAKING OF ANY OFFER OF THE SVE TOKENS IN CIRCUMSTANCES IN WHICH AN OBLIGATION ARISES FOR THE COMPANY TO PUBLISH OR SUPPLEMENT A PROSPECTUS FOR SUCH OFFER.

IN RELATION TO EACH MEMBER STATE OF THE EEA WHICH HAS IMPLEMENTED THE AIFM DIRECTIVE AND FOR WHICH TRANSITIONAL ARRANGEMENTS ARE NOT/NO LONGER AVAILABLE, THE SVE TOKENS MAY ONLY BE OFFERED IN A MEMBER STATE TO THE EXTENT THAT THE SVE TOKENS MAY LAWFULLY BE OFFERED OR PLACED IN THAT MEMBER STATE (INCLUDING AT THE INITIATIVE OF THE TOKEN-HOLDER).

NOTICE TO RESIDENTS OF THE UNITED KINGDOM

IN THE UNITED KINGDOM THE SALE DOCUMENTS ARE BEING DISTRIBUTED ONLY TO, AND IS DIRECTED ONLY AT (AND ANY INVESTMENT ACTIVITY TO WHICH IT RELATES WILL BE ENGAGED ONLY WITH): (i) INVESTMENT PROFESSIONALS (WITHIN THE MEANING OF ARTICLE 19(5) OF THE FINANCIAL SERVICES AND MARKETS ACT 2000 (FINANCIAL PROMOTION) ORDER 2005 AS AMENDED (THE "FPO"); (ii) PERSONS OR ENTITIES OF A KIND DESCRIBED IN ARTICLE 49 OF THE FPO; (iii) CERTIFIED SOPHISTICATED INVESTORS (WITHIN THE MEANING OF ARTICLE 50(1) OF THE FPO); AND (iv) OTHER PERSONS TO WHOM IT MAY OTHERWISE LAWFULLY BE COMMUNICATED (ALL SUCH PERSONS TOGETHER BEING REFERRED TO AS "RELEVANT PERSONS").

THE SALE DOCUMENTS HAVE NOT BEEN APPROVED BY AN AUTHORIZED PERSON AND IS DIRECTED ONLY AT RELEVANT PERSONS. PERSONS WHO ARE NOT RELEVANT PERSONS SHOULD NOT TAKE ANY ACTION BASED UPON ANY OF THE SALE DOCUMENTS AND SHOULD NOT RELY ON IT.

NOTICE TO RESIDENTS OF CHINA

NO ADVERTISEMENT OR INVITATION TO ENTER INTO ANY AGREEMENT TO PURCHASE, ACQUIRE, DISPOSE OF, SUBSCRIBE FOR OR UNDERWRITE ANY SVE TOKENS HAS BEEN OR WILL BE ISSUED BY THE COMPANY WHICH IS DIRECTED AT THE PUBLIC IN THE PEOPLE'S REPUBLIC OF CHINA UNLESS AND TO THE EXTENT OTHERWISE PERMITTED UNDER THE LAW.

NOTICE TO PERSONS IN THE REPUBLIC OF KOREA

NO ADVERTISEMENT OR INVITATION TO ENTER INTO ANY AGREEMENT TO PURCHASE, ACQUIRE, DISPOSE OF, SUBSCRIBE FOR OR UNDERWRITE ANY SVE TOKENS HAS BEEN OR WILL BE ISSUED BY THE COMPANY WHICH IS DIRECTED AT THE PUBLIC IN THE REPUBLIC OF KOREA UNLESS AND TO THE EXTENT OTHERWISE PERMITTED UNDER THE LAW.

NOTICE TO RESIDENTS OF HONG KONG

SVE TOKENS HAVE NOT BEEN OFFERED OR SOLD AND WILL NOT BE OFFERED OR SOLD IN HONG KONG, BY MEANS OF ANY DOCUMENT, OTHER THAN [A] TO **"PROFESSIONAL INVESTORS"** AS DEFINED IN THE SECURITIES AND FUTURES ORDINANCE [CAP. 571] OF HONG KONG [THE SFO] AND ANY RULES MADE UNDER THE SFO; OR [B] INsofar AS APPLICABLE, IN OTHER CIRCUMSTANCES WHICH DO NOT RESULT IN THE DOCUMENT BEING A **"PROSPECTUS"** AS DEFINED IN THE COMPANIES [WINDING UP AND MISCELLANEOUS PROVISIONS] ORDINANCE [CAP. 32] OF HONG KONG [THE CWUMPO] OR WHICH DO NOT CONSTITUTE AN OFFER TO THE PUBLIC WITHIN THE MEANING OF THE CWUMPO.

NO ADVERTISEMENT, INVITATION OR DOCUMENT RELATING TO SVE TOKENS HAS BEEN OR WILL BE ISSUED, OR HAS BEEN OR WILL BE IN THE POSSESSION OF ANY PERSON FOR THE PURPOSE OF ISSUE [IN EACH CASE WHETHER IN HONG KONG OR ELSEWHERE], WHICH IS DIRECTED AT, OR THE CONTENTS OF WHICH ARE LIKELY TO BE ACCESSED OR READ BY, THE PUBLIC OF HONG KONG [EXCEPT IF PERMITTED TO DO SO UNDER THE SECURITIES LAWS OF HONG KONG] OTHER THAN WITH RESPECT TO SVE TOKENS WHICH ARE INTENDED TO BE DISPOSED OF ONLY TO PERSONS OUTSIDE HONG KONG OR ONLY TO **"PROFESSIONAL INVESTORS"** AS DEFINED IN THE SFO AND ANY RULES MADE UNDER THE SFO.

NOTICE TO PROSPECTIVE SINGAPORE INVESTORS

NONE OF THE SALE DOCUMENTS HAVE BEEN REGISTERED AS A PROSPECTUS WITH THE MONETARY AUTHORITY OF SINGAPORE [MAS]. ACCORDINGLY, THE WHITEPAPER AND ANY OTHER DOCUMENT OR MATERIAL IN CONNECTION WITH THE OFFER OR SALE, OR INVITATION FOR PURCHASE, OF SVE TOKENS MAY NOT BE CIRCULATED OR DISTRIBUTED, NOR MAY SVE TOKENS BE OFFERED OR SOLD, OR BE MADE THE SUBJECT OF AN INVITATION FOR SUBSCRIPTION OR PURCHASE, WHETHER DIRECTLY OR INDIRECTLY, TO PERSONS IN SINGAPORE OTHER THAN: [A] TO AN **"INSTITUTIONAL INVESTOR"** WITHIN THE MEANING OF SECTION 4A OF THE SFA AND THE SECURITIES AND FUTURES [PRESCRIBED CLASSES OF INVESTORS] REGULATIONS OR ANY OTHER APPLICABLE REGULATIONS MADE THEREUNDER; OR [B] PURSUANT TO, AND IN ACCORDANCE WITH, THE CONDITIONS OF THE **"PRIVATE PLACEMENT"** EXEMPTION IN SECTION 302C OF THE SFA, PURSUANT TO WHICH OFFERS OR INVITATIONS IN RELATION TO SVE TOKENS [WHEN AGGREGATED WITH ANY OTHER OFFER CONSIDERED TO BE A CLOSELY-RELATED OFFER] MAY BE MADE TO UP NO MORE THAN 50 PERSONS IN SINGAPORE IN RELIANCE ON THE "PRIVATE PLACEMENT" EXEMPTION WITHIN A PERIOD OF ONE YEAR.

NO PERSON IN SINGAPORE WHO IS NOT AN **"INSTITUTIONAL INVESTOR"** [AS DEFINED ABOVE] MAY: [A] RECEIVE ANY OF THE SALE DOCUMENTS OR ANY OTHER DOCUMENT OR MATERIAL IN CONNECTION WITH, OR SUBSCRIBE FOR ANY SVE TOKENS IN THE OFFERING WITHOUT FIRST DIRECTLY CONFIRMING WITH THE ISSUER IF THEY ARE ELIGIBLE TO RECEIVE THE SALE DOCUMENTS OR OTHER DOCUMENTS OR MATERIALS, OR TO PARTICIPATE IN THE TOKEN-SALE; OR [B] PURCHASE SVE TOKENS WITH A VIEW TO RESALE OR DISTRIBUTION.

IMPORTANT: IF YOU ARE UNDER LEGAL AGE (A MINIMUM AGE OF 18 OR, IN SOME CASES, THE AGE OF 21, ACCORDING TO YOUR JURISDICTION), YOU ARE PROHIBITED FROM TAKING PART IN THE TOKEN-SALE AND ARE REQUESTED TO LEAVE THE WEBSITE.

IMPORTANT: IF YOU ARE NOT IN FULL CONTROL OF YOUR MENTAL POWERS, OR YOU ARE UNDER THE INFLUENCE OF ALCOHOL, PSYCHOTROPIC OR NARCOTIC SUBSTANCES, YOU ARE PROHIBITED FROM TAKING PART IN THE TOKEN-SALE AND ARE REQUESTED TO LEAVE THE WEBSITE.

IMPORTANT: DO NOT TAKE PART IN THE TOKEN-SALE IF YOU DO NOT HAVE ADVANCE KNOWLEDGE OF CRYPTOCURRENCIES AND BLOCKCHAIN BASED SYSTEMS. PURCHASES MADE DURING THE TOKEN-SALE ARE NON-REFUNDABLE.

3. TOKEN-SALE PERIOD

3.1 The Token-Sale is undertaken during the period (the **"Sale Period"**):

- 3.1.1. commencing at the time and date set forth on the Sale Website (the **"Sale Commencement Time"**); and
- 3.1.2. ending on the earlier of:
 - a. the closing time and date set forth on the Sale Website; or
 - b. in an event of the Early Target Fulfillment (as defined in Paragraph 3.2.), the Early Closure Time (as defined in Paragraph 3.2.), (the **"Sale Expiry Time"**).

PLEASE NOTE THAT PARAGRAPH 3.4. WILL BE APPLICABLE TO ANY ATTEMPTED PURCHASE OF SVE TOKENS AFTER THE SALE EXPIRY TIME. CLOSURE OF THE SALE PERIOD WILL BE ANNOUNCED BY THE COMPANY AS SOON AS PRACTICABLE THEREAFTER ON THE SALE WEBSITE (AS DEFINED IN PARAGRAPH 4.1.), AND/OR SUCH OTHER CHANNELS OF COMMUNICATION AS MAY BE DETERMINED BY THE COMPANY.

- 3.2. In the event that the aggregate purchases in ETH, BTC, LTC, USD, GBP and EUR, ETH (each as defined in Paragraph 4.2.) for all confirmed purchases of SVE Tokens in the Token-Sale (excluding any Tokens purchased by you hereunder) are of a value of no less than \$60.5M (USD) (the **"Target Aggregate Amount"**) at any time prior to the time and date set forth on the Sale Website (the **"Early Target Fulfillment"**), the Token-Sale shall be closed by the Company at the time of such Early Target Fulfillment (the **"Early Closure Time"**).
- 3.3. The Company may in its sole and absolute discretion determine that the Sale Expiry Time shall be such time other than as set out in Paragraph 3.1.2., that the Target Aggregate Amount shall be such amount other than as set out in Paragraph 3.2., or that the Minimum Aggregate Amount (as defined in Paragraph 3.5.) shall be such other amount other than as set out in Paragraph 3.5.
- 3.4. In the event that you attempt to make any purchase after the Sale Expiry Time and you have made any payment for such attempted purchase of SVE Tokens, you acknowledge and agree that:
 - 3.4.1 notwithstanding any provision in these Terms, provided that:
 - a. such payment is received in the Designated Bank Account (as defined in Paragraph 4.8.) and you receive an email confirmation of the Company's receipt of such payment; or
 - b. your transfer of ETH or BTC (as the case may be) to the Designated Address (as defined in Paragraph 4.8.) as payment for such attempted purchase of SVE Tokens is validated and verified on the relevant blockchain as successful and complete;
the Company shall provide a refund of such payment in full without interest and net of all administrative and/or third-party charges and/or other transaction fees (if any) that may be incurred in connection with such refund, in which case such administrative and/or third-party charges and/or other transaction fees (if any) incurred in connection with such refund shall be borne by you;
 - 3.4.2. save for the Company's obligation to provide such refund hereunder, the Company shall have no obligations in any form or manner whatsoever to you in respect of such purchase; and
 - 3.4.3. save for your right to such refund under Paragraph 3.4.1., you hereby waive all rights, claims and/or courses of action (present or future) under law (including any tortious claims) or contract against the Company and its subsidiaries, related companies, affiliates, directors, officers, employees, agents, successors, and permitted assignees (**"Indemnified Persons"**) in

connection with or arising from such purchase, and shall further hold harmless, the Company and the Indemnified Persons from and against any and all losses, damages, taxes, liabilities and expenses that may be incurred by you in connection with or arising from such purchase.

- 3.5. In the event that the aggregate payments in USD, GBP, EUR, ETH, LTC and BTC for all confirmed purchases of Tokens in the Token-Sale (excluding any Tokens purchased by you hereunder) are of a value of less than \$6.5M (USD) (the **"Minimum Aggregate Amount"**) as at the Sale Expiry Time, where you had made any payment for such purchase of Tokens during the Sale Period, you acknowledge and agree that:

3.5.1. notwithstanding any provision in these Terms, provided that:

- a. such payment is received in the Designated Bank Account (as defined in Paragraph 4.8.) and you receive an email confirmation of the Company's receipt of such payment; or
- b. your transfer of ETH, BTC or LTC (as the case may be) to the Designated Address as payment for such attempted purchase of SVE Tokens is validated and verified on the relevant blockchain as successful and complete, the Company shall provide a refund of such payment in full without interest and net of all administrative and/or third-party charges and/or other transaction fees (if any) that may be incurred in connection with such refund, in which case such administrative and/or third-party charges and/or other transaction fees (if any) incurred in connection with such refund shall be borne by you;

3.5.2. save for the Company's obligation to provide such refund hereunder, the Company shall have no obligations in any form or manner whatsoever to you in respect of such purchase; and

3.5.3. save for your right to such refund under Paragraph 3.5.1., you hereby waive all rights, claims and/or courses of action (present or future) under law (including any tortious claims) or contract against the Company in connection with or arising from such purchase, and shall further hold harmless, the Company from and against any and all losses, damages, taxes, liabilities and expenses that may be incurred by the Company in connection with or arising from such purchase.

4. ACCEPTED CRYPTOCURRENCIES, PURCHASE PRICE & PAYMENT PROCEDURE

PURCHASES ONLY THROUGH SALE WEBSITE

4.1. You may only make purchases of SVE Tokens in the Token-Sale through the Website at: sportvest.io (the **"Sale Website"**) and no other website or place. In the event that you make any purchase of SVE Tokens through any website or place other than the Sale Website:

- a. the Company shall have no obligation to deliver, and you shall have no right to receive, any SVE Tokens;
- b. the Company shall have no obligation to provide, and you shall have no right to receive, any refund for any part of the payments made by you through such other website or place; and

- c. the Company shall have no obligations to you in any manner or form in respect of such purported purchase.

ACCEPTED CRYPTOCURRENCIES FOR PAYMENT

4.2. The Company shall accept, as payment for purchases of SVE Tokens in the Token-Sale, only:

- a. Ether ("**ETH**"), the cryptographic token associated with the Ethereum blockchain;
- b. Bitcoin ("**BTC**"), the cryptographic token associated with the Bitcoin blockchain;
- c. Litecoin ("**LTC**"), the cryptographic token associated with the Litecoin blockchain;

With respect to the Pre-Registration only:

- a. United States dollars ("**USD**"), the lawful currency of the United States of America;
- b. Great British Pound ("**GBP**"), the lawful currency of the United Kingdom; and
- c. Euro ("**EUR**"), the lawful currency of the European Union.

4.3. No legal tender, fiat currencies, cryptocurrencies, blockchain assets or tokens other than ETH, BTC, LTC, USD, GBP and EUR shall be accepted as payment for the SVE Tokens. Subject to Paragraph 3.4., your purchase of SVE Tokens under these Terms shall be deemed to be a confirmed purchase only upon:

- a. your payment for such intended purchase being received in the Designated Bank Account and your receipt of an email confirmation on the Company's receipt of such payment; or
- b. validation and verification on the relevant blockchain that your transfer of ETH, BTC or LTC (as the case may be) to the Designated Address, as payment for your intended purchase of SVE Tokens, is successful and complete.

PURCHASE PRICE & MINIMUM PURCHASE AMOUNT

4.4. The purchase price (the "**Purchase Price**") of the SVE Tokens in the Token-Sale shall be \$1.10 (USD), or the ETH, BTC, LTC, GBP or EUR (as the case may be) for each Token, based on such ETH/USD, BTC/USD, LTC/USD, GBP/USD or EUR/USD exchange rate (as the case may be) (the "**Applicable Exchange Rate**") as will be indicated on the invoice to be generated by the Company in respect of your purchase order for SVE Tokens at the time thereof with reference to the prevailing exchange rates applicable on XE (for fiat currency) and on CoinMarketCap (for cryptocurrency) as may be determined by the Company in its sole and absolute discretion. Any fractional number of SVE Tokens which you are entitled to receive for a confirmed purchase of SVE Tokens (to the extent not rejected by the Company in accordance with these Terms), determined based on the amount of payment for such confirmed purchase at the Purchase Price as received at the Designated Bank Account in USD, GBP, EUR or at the Designated Address in ETH, BTC or LTC (as the case may be), shall be rounded down to the nearest eighteen (18) decimals of a Token. Notwithstanding the foregoing of this Paragraph 4.4., the Company reserves the right to adjust, in its sole and absolute

discretion, the Purchase Price at any time during the Sale Period, including but not limited to offering such discounts to the Purchase Price on such purchases from time to time as it may deem fit in its sole and absolute discretion.

- 4.5. The Purchase Price shall be exclusive of all administrative and/or third-party charges and/or other transaction fees (if any) that may be incurred in connection with your payment for your intended purchase of SVE Tokens. Any such administrative and/or third-party charges and/or other transaction fees (if any) incurred in connection with your payment for your intended purchase of SVE Tokens shall be borne by you.

IT SHALL BE YOUR SOLE RESPONSIBILITY TO ENSURE THAT THE AMOUNT OF TRANSACTION FEES PAID BY YOU TO MINERS IN CONNECTION WITH YOUR TRANSFER OF ETH, BTC OR LTC (AS THE CASE MAY BE), AS PAYMENT FOR YOUR PURCHASE OF THE SVE TOKENS, IS SUFFICIENT FOR YOUR TRANSFER TO BE VALIDATED AND VERIFIED ON THE RELEVANT BLOCKCHAIN AS A SUCCESSFUL AND COMPLETE TRANSFER PRIOR TO THE SALE EXPIRY TIME. ANY AMOUNT(S) OF TRANSACTION FEES RECOMMENDED BY THE COMPANY THROUGH THE SALE WEBSITE OR ANY OTHER PUBLIC OR PRIVATE COMMUNICATION CHANNEL IS ONLY INDICATIVE, AND MAY NOT BE REPRESENTATIVE OR REFLECTIVE OF THE ACTUAL AMOUNT(S) OF TRANSACTION FEES REQUIRED FOR YOUR TRANSFER TO BE VALIDATED AND VERIFIED ON THE RELEVANT BLOCKCHAIN AS A SUCCESSFUL AND COMPLETE TRANSFER PRIOR TO THE SALE EXPIRY TIME.

ACCORDINGLY, THERE IS NO ASSURANCE THAT ANY AMOUNT(S) OF TRANSACTION FEES RECOMMENDED BY THE COMPANY THROUGH THE SALE WEBSITE OR ANY OTHER PUBLIC OR PRIVATE COMMUNICATION CHANNEL WILL BE SUFFICIENT FOR YOUR TRANSFER TO BE VALIDATED AND VERIFIED ON THE RELEVANT BLOCKCHAIN AS A SUCCESSFUL AND COMPLETE TRANSFER PRIOR TO THE SALE EXPIRY TIME.

- 4.6. The minimum payment amount for each purchase of SVE Tokens (the **“Minimum Purchase Amount”**) shall be determined by the Company in its sole and absolute discretion from time to time after the Sale Commencement Time and during the Sale Period.
- 4.7. In the event that you attempt to make a purchase of SVE Tokens of an amount which is lower than the Minimum Purchase Amount and you have made any payment for such attempted purchase of the SVE Tokens, you acknowledge and agree that:
 - a. notwithstanding any provision in these Terms, provided that:
 - i. such payment is received in the Designated Bank Account and you receive an email confirmation of the Company’s receipt of such payment; or
 - ii. your transfer of ETH, BTC or LTC (as the case may be) to the Designated Address as payment for such attempted purchase of the SVE Tokens is validated and verified on the relevant blockchain as successful and complete, the Company shall, in its sole and absolute discretion deliver such number of SVE Tokens to you based on the full amount of such payment and the Purchase Price;
 - b. in the case where Paragraph 4.7.(a) is applicable, the Company shall have no obligations in any form or manner whatsoever to you in respect of such purchase;

- c. you hereby waive all rights, claims and/or courses of action (present or future) under law (including any tortious claims) or contract against the Company and the Indemnified Persons in connection with or arising from such purchase, and shall further hold harmless, the Company and the Indemnified Persons from and against any and all losses, damages, taxes, liabilities and expenses that may be incurred by you in connection with or arising from such purchase.

ACCOUNT & ADDRESS FOR DIRECTING PAYMENTS

- 4.8. For the purposes of payment for your purchase, you shall either transfer USD, GBP or EUR as payment for your purchase to such designated bank account (the **"Designated Bank Account"**), or ETH, BTC or LTC as payment for your purchase to such designated address (the **"Designated Address"**), as may be provided to you through the Sale Website within such period as may be designated by the Company in its sole and absolute discretion (the **"Payment Period"**) from the time at which such Designated Bank Account or Designated Address is provided, during the Sale Period.
- 4.9. Any transfer of ETH, BTC or LTC (as the case may be) as payment for your intended purchase of the SVE Tokens under Paragraph 4.8. shall be made from the address of a ETH Wallet, BTC Wallet or a LTC Wallet (each as defined in Paragraph 5.1.) (as the case may be) which is not an account or wallet established and maintained with any Centralized Exchange (as defined below). In the case where you transfer ETH, BTC or LTC (as the case may be) to the Designated Address from the address of an account or wallet established and maintained with any Centralized Exchange, regardless of whether such transfer is validated and verified on the relevant blockchain as successful and complete, you acknowledge and agree that:
 - a. the Company shall not be under any obligation to deliver any SVE Tokens to you;
 - b. the Company shall not have any obligation to provide any refund for any part of such payments to you;
 - c. the Company shall not have any obligation in any form or manner whatsoever to you in respect of such purchase; and
 - d. you hereby waive all rights, claims and/or courses of action (present or future) under law (including any tortious claims) or contract against the Company and the Indemnified Persons in connection with or arising from such purchase, and shall further hold harmless, the Company and the Indemnified Persons from and against any and all losses, damages, taxes, liabilities and expenses that may be incurred by you in connection with or arising from such purchase.

For purposes of these Terms, **"Centralized Exchange"** means any centralized web and API platform which provides services to allow users of the platform to convert certain cryptocurrencies, cryptographic tokens and blockchain assets.
- 4.10. Any payment for your purchase of SVE Tokens in the Token-Sale shall be made to only the Designated Bank Account and/or the Designated Address and no other address. In the event that any payment is made to any bank account, address or place other than the Designated Bank

Account or Designated Address, or made after the expiry of the Payment Period, you agree and acknowledge that:

- a. such payments will not be received by the Company and shall be regarded by the Company as invalid payments, and the Company shall not be under any obligation whatsoever to deliver any SVE Tokens to you;
- b. the Company shall have no obligations in any form or manner whatsoever to you in respect of such purchase; and
- c. you hereby waive all rights, claims and/or courses of action (present or future) under law (including any tortious claims) or contract against the Company and the Indemnified Persons in connection with or arising from such purchase, and shall further hold harmless, the Company and the Indemnified Persons from and against any and all losses, damages, taxes, liabilities and expenses that may be incurred by you in connection with or arising from such purchase.

ATTEMPTS TO DOUBLE SPEND & PURCHASES IN VIOLATION OF LAWS

4.11. In the case where payment is made in ETH, BTC or LTC, in the event that the Company discovers, at any time after your acceptance of these Terms and prior to the delivery of the SVE Tokens in accordance with Paragraph 6., any attempt by you to double spend (as defined below) ET, BTC or LTC in payment for your purchase, or that your purchase of SVE Tokens is determined to be in violation of any applicable laws, regulations or rules and you have made any payment for such attempted purchase or such purchase in violation of any applicable laws, regulations or rules, you acknowledge and agree, regardless of whether such purchases are reflected as validated and verified on the relevant blockchain, that the attempted purchase of the SVE Tokens will be regarded as invalid and/or void ab initio, and:

- a. the Company shall have no obligation to provide, and you shall have no right to receive, any refund for any payment made by you whether such payment was transferred to the Designated Address and validated and verified on the relevant blockchain as successful and complete or otherwise;
- b. the Company shall not be obliged to deliver any SVE Tokens to you and shall have no obligations in any form or manner whatsoever to you in respect of such purchase; and
- c. you hereby waive all rights, claims and/or courses of action (present or future) under law (including any tortious claims) or contract against the Company and the Indemnified Persons in connection with or arising from such purchase, and shall further hold harmless, the Company and the Indemnified Persons from and against any and all losses, damages, taxes, liabilities and expenses that may be incurred by you in connection with or arising from such purchase.

For purposes of these Terms, an attempt to "double spend" means an attempt to undertake two (2) different transactions on the Ethereum blockchain, Bitcoin blockchain, or Litecoin blockchain or any other cryptocurrency network and spend the same account balance on each of the transactions.

IT IS YOUR SOLE RESPONSIBILITY TO ENSURE THAT THERE IS NO ATTEMPT TO DOUBLE SPEND AND THAT YOUR PURCHASE OF THE SVE TOKENS IS NOT IN VIOLATION OF ANY APPLICABLE LAWS, REGULATIONS OR RULES IF YOUR INTENTION IS NOT FOR PARAGRAPH 4.10. TO APPLY TO YOUR PURCHASE OF TOKENS.

5. RESPONSIBILITY TO ESTABLISH & MAINTAIN CRYPTOCURRENCY WALLET & ADDRESS

- 5.1. For purposes of your payment for any purchase and receipt of any refund (where applicable) in the Token-Sale, you shall have the sole responsibility:
 - a. in the case where you are making payment for SVE Tokens using USD, GBP or EUR, to establish, and maintain a valid and operational bank account to and from which such USD, GBP or EUR may be transferred;
 - b. in the case where you are making payment for SVE Tokens using ETH, to establish, and maintain, in fully operational, secure and valid status, access to an Ethereum wallet ("**Ethereum Wallet**") which adheres to and supports the ERC-20 Token Standard and maintain, in your fully secure possession, the credentials for accessing such wallet and the private key of such wallet;
 - c. in the case where you are making payment for SVE Tokens using BTC, to establish, and maintain, in fully operational, secure and valid, status, access to such cryptocurrency wallet ("**BTC Wallet**") as may be compatible with BTC and maintain, in your fully secure possession, the credentials for accessing such wallet and the private key of such wallet; and
 - d. in the case where you are making payment for SVE Tokens using LTC, to establish, and maintain, in fully operational, secure and valid, status, access to such cryptocurrency wallet ("**LTC Wallet**") as may be compatible with LTC and maintain, in your fully secure possession, the credentials for accessing such wallet and the private key of such wallet.
- 5.2. For the purposes of these Terms, the "**ERC-20 Token Standard**" means the set of criteria, (including criteria in relation to functions and events) developed by the Ethereum community, which has to be met in a smart-contract on a blockchain in order to enable interoperability across multiple interfaces and distributed applications.
- 5.3. For purposes of your receipt of SVE Tokens, you shall have the sole responsibility to establish and/or maintain, in fully operational, secure and valid status, access to an ERC-20 compatible Ethereum Wallet and maintain, in your fully secure possession, the credentials for accessing such wallet and the private key of such wallet.
- 5.4. You shall also provide to the Company through the Sale Website at the time when making payment for such purchase or such other later time as required by the Company:
 - a. for purposes of your receipt of SVE Tokens, the address of an Ethereum Wallet as referred to in Paragraph 5.2.; and
 - b. for purposes of your receipt of refunds (if any), the details of such bank account as referred to in Paragraph 5.1.(a), the address of an Ethereum Wallet as referred to in Paragraph 5.1.(b);

the address of a BTC Wallet as referred to in Paragraph 5.1.(c); or the address of a LTC Wallet as referred to in Paragraph 5.1.(d) (as the case may be).

- 5.5. In the event of any loss, hack or theft of cryptocurrencies from any of the cryptocurrency wallets referred to in Paragraphs 5.1. and 5.2., you acknowledge and confirm that you shall have no right(s), claim(s) or causes of action in any way whatsoever against the Company.
- 5.6. Any obligation of the Company to deliver any SVE Tokens to you or provide you with any refund (if applicable) under these Terms shall be subject to your compliance with the provisions of Paragraphs 5.

6. DELIVERY OF PURCHASED SVE TOKENS & RIGHTS OF SVE TOKEN-HOLDERS

- 6.1. The Company shall on a reasonable-endeavors basis deliver the purchased SVE Tokens within thirty-one (31) days from the Sale Expiry Time, to such address of an Ethereum Wallet as may be provided by you to the Company in accordance with Paragraph 5.3. SVE Tokens shall be deemed to be received by you upon validation and verification of receipt of SVE Tokens in the Ethereum Wallet.
- 6.2. The delivery of SVE Tokens to you in accordance with Paragraph 6.1. shall only be made on satisfaction of all of the following:
 - a. payment in full for your purchase of SVE Tokens being received at the Designated Bank Account and/or Designated Address in accordance with Paragraph 4.8.;
 - b. the Ethereum Wallet provided to you by the Company in accordance with Paragraph 5.3. being maintained in fully operational, secure and valid status; and
 - c. your receipt of an email confirmation of the Company's receipt of such payment (in the case of payments in USD, GBP or EUR) or validation and verification of payment for such purchase on the relevant blockchain as successful and complete (in the case of payments by ETH, BTC or LTC).
- 6.3. In the case where the SVE Tokens have been delivered by the Company in accordance with Paragraph 6.2., but where the Ethereum Wallet provided by you to the Company in accordance with Paragraph 5.3. is an account or wallet established and maintained with any Centralized Exchange, you acknowledge and agree that:
 - a. the Company shall not have any obligation to ensure your receipt of any SVE Tokens so delivered;
 - b. the Company shall not have any obligation in any form or manner whatsoever to you in respect of your purchase of such SVE Tokens so delivered; and
 - c. you hereby waive all rights, claims and/or courses of action (present or future) under law (including any tortious claims) or contract against the Company and the Indemnified Persons in connection with or arising from such delivery of SVE Tokens, and shall further hold harmless, the Company and the Indemnified Persons from and against any and all losses,

damages, taxes, liabilities and expenses that may be incurred by you in connection with or arising from such delivery of SVE Tokens.

- 6.4. SVE Tokens shall be delivered to and accepted by you on an “as is” basis without warranties of any kind by the Company. The Company hereby expressly disclaims all express and implied warranties in relation to SVE Tokens and the delivery thereof.
- 6.5. Any availability, transferability or tradability of the SVE Tokens on any cryptocurrency exchange shall not be construed, interpreted or deemed by you as an indication of the merits of the Whitepaper, the Sale Website, the Company, the Token-Sale, the SVE Tokens or your purchase of the SVE Tokens.
- 6.6. Save for such right as may be granted by the Company, in its sole and absolute discretion, to SVE Token-holders as described in the Whitepaper (with the Terms & Conditions, and extent, of any such granted right also being determined by the Company in its sole and absolute discretion), ownership and holding of the SVE Tokens shall carry no other rights, express or implied, in relation to you, the Company or any other person.
- 6.7. To the extent that the Company determines, in its sole discretion, that it is necessary to obtain certain information about you in order to comply with applicable laws or regulations in connection with the sale of the SVE Tokens to you, you shall provide such information promptly upon such request in such form or manner as the Company may require, and you acknowledge and accept that the Company may refuse to sell or withhold delivery of the SVE Tokens to you until such requested information has been provided to the satisfaction of the Company.

7. WITHDRAWALS, CANCELLATIONS, REJECTIONS OF PURCHASES & ABORTION OF TOKEN-SALE

- 7.1. Upon your receipt of an email confirmation of the Company’s receipt of such payment, or validation and verification of payment for your purchase of the SVE Tokens from the Company on the relevant blockchain as successful and complete, save as provided for under these Terms:
 - a. such purchase shall be deemed to be final; and
 - b. unless otherwise required by the applicable laws, regulations or rules, you shall not be entitled to any withdrawals or cancellations of purchases, or any refunds.
- 7.2. The Company reserves the right, in its sole and absolute discretion, to reject any purchases of SVE Tokens or abort the Token-Sale at any time after your acceptance of these Terms and prior to the delivery of SVE Tokens in accordance with Paragraph 6. The Company further reserves the right, in its sole and absolute discretion, to treat the Token-Sale and any purchase of SVE Tokens therein as being invalid, notwithstanding any delivery of SVE Tokens which may have been affected in accordance with Paragraph 6, in the case where there is any change in any applicable law, regulation or rule after such delivery which prohibits, restricts, curtails, hinders, impairs or otherwise adversely affects the Token-Sale to any extent. In the event of any such rejection of your purchase, abortion of the Token-Sale or the completed Token-Sale being treated as invalid, where you have made any payment for such rejected purchase of SVE Tokens or such purchase of SVE Tokens which

is the subject of the aborted Token-Sale or the completed Token-Sale being treated as invalid (as the case may be), you acknowledge and agree that:

- a. notwithstanding any provision in these Terms, provided that:
 - i. such payment is received in the Designated Bank Account and you receive an email confirmation of the Company's receipt of such payment; or
 - ii. your transfer of ETH, BTC or LTC (as the case may be) to the Designated Address as payment for such purchase of SVE Tokens is validated and verified on the relevant blockchain as successful and complete, the Company shall provide a refund of such payment without interest and net of all administrative and/or third-party charges and/or other transaction fees (if any) that may be incurred in connection with such refund, in which case such administrative and/or third-party charges and/or other transaction fees (if any) incurred in connection with such refund shall be borne by you;
- b. save for the Company's obligation to provide such refund under Paragraph 7.2.(a), the Company shall have no obligations in any form or manner whatsoever to you in respect of such purchase; and
- c. save for your right to receive such refund, you hereby waive all rights, claims and/or courses of action (present or future) under law (including any tortious claims) or contract against the Company and the Indemnified Persons in connection with or arising from such purchase, and shall further hold harmless, the Company and the Indemnified Persons from and against any and all losses, damages, taxes, liabilities and expenses that may be incurred by you in connection with or arising from such purchase.

8. REFUND OF PAYMENT

- 8.1. You acknowledge, agree and confirm that there shall be no refund of any payment made by you in any form or manner unless clearly provided for under these Terms. All risks in relation to any refund of payment made pursuant to these Terms shall be borne absolutely by you and none of the Company or any of the Indemnified Persons shall be liable for any such risks.
- 8.2. In each case where the Company elects, in accordance with these Terms, to provide a refund of any payment made by you for any purchase, the Company shall transfer such amount of ETH, BTC, LTC, USD, GBP, or EUR (as the case may be) as may be equivalent to the amount refundable in ETH, BTC, LTC, USD, GBP, or EUR (as the case may be) to the bank account or address of such cryptocurrency wallet as may be provided by you to the Company in accordance with Paragraph 5.1.
- 8.3. Notwithstanding Paragraph 8.2., in the case where the Company elects, in accordance with these Terms, to provide a refund of any payment made by you for any purchase, but where the cryptocurrency wallet as may be provided by you to the Company in accordance with Paragraph 5.1. is an account or wallet established and maintained with any Centralized Exchange, you acknowledge and agree that:
 - a. the Company shall not have any obligation to ensure your receipt of any such refund;

- b. the Company shall not have any obligation in any form or manner whatsoever to you in respect of such refund; and
- c. you hereby waive all rights, claims and/or courses of action (present or future) under law (including any tortious claims) or contract against the Company and the Indemnified Persons in connection with or arising from such refund, and shall further hold harmless, the Company and the Indemnified Persons from and against any and all losses, damages, taxes, liabilities and expenses that may be incurred by you in connection with or arising from such refund.

9. TRANSFER & VESTING OF SVE TOKENS

- 9.1. following the completion of the Token-Sale, all SVE Tokens will be subject to a Vesting Period of one-year. During this period SVE Tokens cannot be transferred, traded or re-sold on secondary exchanges or otherwise (the **"Vesting Period"**). You undertake that any transfer or resale of their SVE Tokens shall only be conducted in accordance with these Terms and as permitted under applicable laws and regulations or pursuant to registration or exemption therefrom. SVE Token-holders should be aware that they may be required to bear the financial risks of this investment for an indefinite period of time.

U.S. Persons: For U.S. Persons, the Vesting Period is required in order to comply with the U.S. securities law. Any U.S. Persons purchasing SVE Tokens will therefore be required to hold their SVE Tokens and will not be able to sell and/or transfer their SVE Tokens until the first anniversary of the issuance of the SVE Tokens.

Non U.S. Persons: SportVEST believes in the principle of equal treatment of all Token holders and therefore persons purchasing as Non-U.S. Persons will also be subject to the Vesting Period and will be required to hold their SVE Tokens and will not be able to sell their SVE Tokens until the first anniversary of the issuance of the SVE Tokens.

All SVE Tokens shall be locked by the smart-contract and will only available for trading on secondary exchanges one-year following the issuance of any SVE Tokens.

10. REPRESENTATIONS & WARRANTIES

- 10.1. By accepting these Terms, you represent and warrant to the Company as follows:
- a. you acknowledge and agree that the SVE Tokens are not to be construed, interpreted, classified or treated as:
 - i. any kind of currency other than cryptocurrency;
 - ii. debentures, stocks or shares issued by the Company;
 - iii. rights, options or derivatives in respect of such debentures, stocks or shares;
 - iv. units in a collective investment scheme;
 - v. units in a business trust;
 - vi. derivatives of units in a business trust; or

- vii. any other security, class of securities or form of investment (whether regulated or otherwise);
- b. you have adequate information on which to base your decision to purchase the SVE Tokens and that you have made and will make such investigation as you deem necessary or appropriate;
- c. you understand that information regarding the SVE Tokens and the Whitepaper may change from time to time or even become obsolete, that the Company is under no obligation to update any information provided to you, and that you are solely responsible for obtaining all such information at such times as you require in making your decision to purchase the SVE Tokens;
- d. you acknowledge and agree that the SVE Tokens are not intended to constitute securities of any form, units in a business trust, units in a collective investment scheme or any other form of regulated investment or investment product in any jurisdiction and these Terms do not constitute a prospectus or offer document of any sort and is not intended to constitute an offer of securities of any form, units in a business trust, units in a collective investment scheme or any other form of regulated investment or investment product in any jurisdiction or a solicitation for any form of investment in any jurisdiction;
- e. you acknowledge and agree that the SVE Tokens are not to be construed, interpreted, classified or treated as enabling, or according any opportunity to, you to participate in or receive profits, income, or other payments or returns arising from or in connection with the Company, the SVE Tokens or the proceeds of the Token-Sale, or to receive sums paid out of such profits, income, or other payments or returns, other than as provided for in the Whitepaper;
- f. you acknowledge that no regulatory authority has examined or approved these Terms, no such action has been or will be taken under the laws, requirements or rules of any jurisdiction, and the provision of these Terms to you does not imply that the applicable laws, regulatory requirements or rules have been complied with;
- g. you acknowledge that a subsequent sale or other transfer of the SVE Tokens by you may not be permitted or may be restricted by the applicable laws, regulatory requirements or rules;
- h. you have read and understood all of these Terms including the Annex hereto;
- i. any bank account or address (as the case may be) provided by you in accordance with Paragraph 5.1. is fully operational, secure and valid;
- j. you are not a non-accredited U.S. Person or nationals, residents (tax or otherwise) of any jurisdiction which prohibits the possession, dissemination or communication of the Whitepaper and/or prohibits participation in the Token-Sale;
- k. you are able to participate in the Token-Sale and/or purchase SVE Tokens because you are either:
 - i. an "Accredited" U.S. Person; or
 - ii. a Non-U.S. Person.
- l. you have full power and capacity to accept these Terms and perform all your obligations hereunder and, in the case where you are accepting these Terms on behalf of a corporation:
 - i. such corporation is duly incorporated and validly existing under the applicable laws; and

- ii. you are duly authorized to accept these Terms and procure the performance of obligations hereunder;
- m. you have a basic degree of understanding of the operation, functionality, usage, storage, transmission mechanisms and other material characteristics of cryptocurrencies, blockchain assets and tokens including SVE Tokens, blockchain-based software systems, cryptocurrency wallets or other related token storage mechanisms, blockchain technology and smart-contract technology;
- n. you are fully aware of, understand and agree to assume all the risks (including direct, indirect or ancillary risks) associated with the conduct of the Token-Sale via the Sale Website including any risk associated with any technology used by the Company; the purchase of SVE Tokens; the Designated Bank Account; the Designated Address; the Ethereum Wallet or any wallet the Token-Sale relies on and/or utilizes; the Company; the Token-Sale; the SVE Tokens; your purchase of the SVE Tokens; any wallet referred to in Paragraph 5.; your provision of the address to any wallet referred to in Paragraph 5., including but not limited to the risks set out in the Annex hereto;
- o. these Terms constitute legal, valid and binding obligations on you, enforceable in accordance with its terms and an undertaking from you that neither the purchase, nor receipt, nor holding of SVE Tokens is in breach or contravention of any applicable law, regulation or rule in your jurisdiction;
- p. you are not a citizen or resident of any jurisdiction in which either the purchase, receipt, or holding of SVE Tokens is prohibited, restricted, curtailed, hindered, impaired or otherwise adversely affected by any applicable law, regulation or rule;
- q. no consent, approval, order or authorization of, or registration, with qualification, designation, declaration or filing with, any regulatory authority in any jurisdiction (the **"Approvals"**) is required on your part in connection with your purchase of SVE Tokens, or where any Approvals are required, such Approvals have been obtained and remain valid and in full force and effect;
- r. the fiat or cryptocurrencies to be used for payment for your purchase have not been obtained through any acts in connection with money laundering, terrorism financing or any other acts in breach or contravention of any applicable law, regulation or rule;
- s. you have sufficient fiat or cryptocurrencies to fulfill your obligations under these Terms and the Token-Sale in respect of any purchase of SVE Tokens by you;
- t. SVE Tokens to be delivered to and received by you will not be used for any purpose in connection with money laundering, terrorism financing or any other acts in breach or contravention of any applicable law, regulation or rule;
- u. you are purchasing SVE Tokens as principal and for your own benefit and you are not acting on the instructions of, or as nominee or agent for or on behalf of, any other person; and
- v. you understand that the symbol (the **"Ticker"**) SVE is the provisional symbol given to SportVEST Tokens and is used for reference purposes only. The symbol is subject to change based on the availability and approval by secondary exchanges.
- w. you fully understand and agree to be bound by all the legal considerations and disclaimers described in these Terms. You understand that the participation in the Token-Sale carries significant financial risk, and may carry regulatory and other associated risks according to

your jurisdiction, and you take sole responsibility for any restrictions and risks associated with the Token-Sale. You acknowledge that you fully understand and accept all of the risks associated with the Token-Sale as described in the Annex hereto.

- x. you understand the legal structure of SVE Tokens and the SportVEST Venture Fund, including its portfolio;
- y. you are of the legal age, you are not a politically exposed person and are legally permitted to participate in the Token-Sale and have verified that by participating in the Token-Sale you are not violating any law in your jurisdiction and you agree and warrant that you are solely responsible if any such laws are violated;
- z. you waive your rights to participate in any class action lawsuit or class-wide arbitration against any person or entity involved in the Token-Sale or the Company or any associated entities or persons;
 - aa. you understand and confirm, that any statements about the growth of SVE Tokens and SportVEST Venture Fund are just predictions of the potential growth and/or profit and are not guaranteed;
 - ab. You understand that by acquiring the SVE Tokens you have no shareholding rights, monetary claims, interest or any other right in the Company and/or any associated entity and that the SVE Tokens do not guarantee you any form of passive income right. Consequently you agree and understand that you do not expect any profits to derive from your purchase of SVE Tokens, based on the work of the Company.
 - ac. You agree that in the event that SVE Tokens are classified or treated by any Government, quasi-government, regulator, authority or public body as anything that may be banned, regulated or subject to certain legal restrictions, neither the Company nor any of its directors, advisers or employees, shall be liable for any loss suffered by any Token Sale participant or prospective SVE Token-holder.
 - ad. all of the above representations and warranties are, and will continue to be, true, complete, accurate and non-misleading from the time of your acceptance of these Terms to the time of receipt by you of SVE Tokens.

10.2. The Company does not make, and hereby disclaims, and you agree that you are not relying upon, any representation or warranty in any form whatsoever, including any representation or warranty in relation to:

- a. the information set out on the Whitepaper, the Sale Website or any other place;
- b. the Company;
- c. the Token-Sale;
- d. the SVE Tokens;
- e. your purchase of SVE Tokens;
- f. the Designated Bank Account; and
- g. the Designated Address.

11. ANTI-MONEY LAUNDERING & OTHER CHECKS

- 11.1. The Company supports the regulations to Combat Terrorist Financing (“CTF”) and will, and where appropriate, use third-party service providers to conduct, conduct Know Your Customer (“KYC”) and Anti-Money Laundering (“AML”) checks on each prospective SVE Token purchaser in accordance with the applicable laws.
- 11.2. You are required to follow KYC and AML procedure as published on the Sale Website prior to purchasing the SVE Tokens at the Token-Sale. If you do not provide the information requested by the Company, then the Company may at their our sole discretion decide to refuse your contribution.
- 11.3. The Company reserves a right to change the KYC and AML requirements without any explanation, and the KYC and AML procedure might be adjusted on per case basis.
- 11.4. The Company reserves its right to reject your identification application if you are unable to provide the information in accordance with these Terms and other terms published on the Sale Website. Any data collected will be used solely to satisfy the compliance requirements of the Company and the applicable regulator.
- 11.5. The Company has the right to refuse a purchase from any person that, according to information available to the Company, are suspected in using the Token-Sale with the aim of manipulating the SVE Token price, money laundering, terrorism financing or any other illegal activities. In addition, the Company has the right to use any possible efforts to prevent money laundering and terrorism financing, such as disclosing any data about the person to the state authorities etc., to the extent required by the law.

IMPORTANT: THE ACQUISITION OF THE SVE TOKENS MAY BE REFUSED BY THE COMPANY UNTIL THE PROSPECTIVE PURCHASER COMPLETES THE IDENTIFICATION PROCESS (“KNOW YOUR CUSTOMER”) TO THE COMPANY’S REASONABLE SATISFACTION.

12. PRESENTATION OF INFORMATION

Forward-Looking Statements

The Whitepaper and the other Sale Documents contain statements which, to the extent that they do not recite historical fact, constitute, or may be deemed to be, forward-looking statements. These statements can be identified by the fact that they do not relate strictly to historical or current facts and may include the words “may”, “will”, “could”, “should”, “would”, “believe”, “expect”, “anticipate”, “estimate”, “intend”, “plan” or other words or expressions of similar meaning or, in each case, their negative. By their nature, forward-looking statements involve risks and uncertainties because they relate to events and depend on circumstances that may or may not occur in the future and, therefore, these forward-looking statements are based on the current expectations of the Company about future events. Forward-looking statements are not guarantees of future performance, and the actual operating results and financial condition, and the development of the industry in which the Company operates may differ materially from those made in or suggested by the forward-looking statements contained in the Whitepaper and/or any of the other Sale Documents. The forward-looking statements include statements that reflect the Company’s beliefs, plans, objectives, goals, expectations, anticipations and intentions with respect to the

financial condition, results of operations, future performance and business of the Company. Although the Company believes that the expectations reflected in the forward-looking statements are reasonable, the Company cannot guarantee future results, level of activity, performance or achievements. Consequently, actual results may differ materially from those that might be anticipated from forward-looking statements.

In light of these and other uncertainties, each prospective Token-Sale participant should not regard the inclusion of a forward-looking statement in the Whitepaper or any of the other Sale Documents as a representation by the Company that its plans and objectives will be achieved, and should not place undue reliance on such forward-looking statements. The Company expressly disclaims any obligation or undertaking to update any of the forward- looking statements, whether as a result of new information, future events or otherwise, except as required by law.

OTHER STATEMENTS

Statements contained in the Whitepaper and/or any of the other Sale Documents that are not historical facts are based on current expectations, estimates, projections, opinions, and/or beliefs of the Company. Such statements are not facts and involve known and unknown risks, uncertainties, and other factors. Each Prospective Party should not rely on these statements as if they were fact.

13. DISCLAIMERS

13.1. To the maximum extent permitted by all applicable laws, regulations and rules and except as otherwise provided in these Terms, the Company hereby expressly disclaims its liability and shall in no case be liable to you or any person for:

- a. any sale or transfer of any SVE Tokens purchased by you hereunder to any person at any time;
- b. the fiat or cryptocurrencies used for payment for your purchase being obtained through any acts in connection with money laundering, terrorism financing or any other acts in breach or contravention of any applicable law, regulation or rule;
- c. use of SVE Tokens for any purpose in connection with money laundering, terrorism financing or any other acts in breach or contravention of any applicable law, regulation or rule;
- d. rejection of purchase or abortion of the Token-Sale pursuant to Paragraph 7.;
- e. failure or delay in the delivery by the Company, and receipt by you, of SVE Tokens in accordance with Paragraph 6.;
- f. failure, malfunction or breakdown of, or disruption to, the operation of the Company, SVE Tokens or any technology on which the Company, SVE Tokens, the Sale Website, the Designated Bank Account, the Designated Address, the Ethereum Wallet or the Token-Sale relies on and/or utilizes, due to occurrences of hacks, mining attacks (including but not limited to double-spend attacks, majority-mining-power attacks and “selfish-mining” attacks), cyber-attacks, distributed denials of service, errors, vulnerabilities, defects, flaws in programming or source code or otherwise, regardless of when such failure, malfunction, breakdown, or disruption occurs;

- g. failure, malfunction or breakdown of, or disruption to, the operation of any blockchain, any blockchain-based software systems or any blockchain technology in connection with the operations of the Company, the Sale Website, the SVE Tokens, the Designated Address, the Ethereum Wallet or the Token-Sale, due to occurrences of hardforking, hacks, mining attacks (including but not limited to double-spend attacks, majority-mining-power attacks and “selfish-mining” attacks), cyber-attacks, distributed denials of service, errors, vulnerabilities, defects, flaws in programming or source code or otherwise, regardless of when such failure, malfunction, breakdown, or disruption occurs;
 - h. any virus, error, bug, flaw, defect or otherwise adversely affecting the operation, functionality, usage, storage, transmission mechanisms, transferability or tradability (after SVE Tokens have been made available for trading on a cryptocurrency exchange (if applicable)) and other material characteristics of SVE Tokens;
 - i. decreases or volatility in traded prices or trading volume of the SVE Tokens (after the SVE Tokens have been made available for trading on a cryptocurrency exchange (if applicable));
 - j. failure or unfitness of the SVE Tokens for any specific purpose;
 - k. the manner of utilization of fiat or cryptocurrencies received by the Company from the Token-Sale;
 - l. failure to disclose information relating to the progress of the Token-Sale;
 - m. loss of possession of the credentials for accessing, or loss or destruction of the private keys of, any wallet referred to in Paragraph 5. in any manner and to any extent;
 - n. failure or delay in the availability of SVE Tokens for trading on a cryptocurrency exchange (if applicable);
 - o. any rejection of trading of SVE Tokens by a cryptocurrency exchange (if applicable);
 - p. any prohibition, restriction or regulation by any government or regulatory authority in any jurisdiction of the operation, functionality, usage, storage, transmission mechanisms, transferability or tradability (after Tokens have been made available for trading on a cryptocurrency exchange (if applicable) or other material characteristics of the SVE Tokens;
 - q. any risks associated with the Whitepaper, the Sale Website, the Company, the Token-Sale, SVE Tokens, your purchase of the SVE Tokens, any wallet referred to in Paragraph 5., your provision of the address to any wallet referred to in Paragraph 5., the Designated Bank Account and the Designated Address, including but not limited to the risks set out in Annex hereto; and
 - r. all other risks, direct, indirect or ancillary, whether in relation to the Whitepaper, the Sale Website, the Company, the Token-Sale, the SVE Tokens, your purchase of the SVE Tokens, any wallet referred to in Paragraph 5., your provision of the address of any wallet referred to in Paragraph 5., the Designated Bank Account and the Designated Address which are not specifically or explicitly contained in or stated in these Terms or set out in Annex hereto.
- 13.2. In the event of any loss, hack or theft of cryptocurrencies from the Designated Address or any wallet referred to in Paragraph 5., you acknowledge and confirm that you shall have no right(s), claim(s) or causes of action in any way whatsoever against the Company.

14. LIMITATION OF LIABILITY & INDEMNIFICATION

14.1. Purchasing in SVE Tokens carries significant financial risk. Token-Sale participators and SVE Token Purchasers acknowledge and agree that the Company or its representatives cannot be held liable (whether in an action in negligence, contract or tort based on a warranty or otherwise) for any financial losses even if the Company or its representatives are advised of the possibility of such losses, howsoever caused as a result, directly or indirectly, or arising from, or in connection with:

- a. participating in the Token-Sale or receiving, holding and exchanging (trading) SVE Tokens;
- b. any access, the use of, or inability to access or use, the Sale Website;
- c. your reliance on, or use of, or inability to use the content and information contained in any of the Sale Documents;
- d. any failure of performance, error, omission, interruption, defect, delay in operation or transmission, computer virus or line or system failure of the Website or any linked website;
- e. the cost of procurement of substitute goods and services resulting from any goods, data, information or services, investment or obtained or messages received or transactions entered into through or from the Website;
- f. unauthorized access to, or alteration of, your transmissions or data; or
- g. statements or conduct of any third-party on any of the Sale Documents; or any other matter relating to the Sale Documents.

14.2. To the maximum extent permitted by the applicable laws, regulations and rules:

- a. the Company and Indemnified Persons shall not be liable for any indirect, special, incidental, consequential or other losses of any kind, in tort, contract or otherwise (including but not limited to loss of revenue, income or profits, and loss of use or data), arising out of or in connection with the purchase, use, receipt or holding of the SVE Tokens by you;
- b. the aggregate liability of the Company, in tort, contract or otherwise, arising out of or in connection with the purchase, use, receipt or holding of the SVE Tokens by you shall be limited to the amount paid by you for your purchase hereunder; and
- c. you hereby agree to waive all rights to assert any claims under the applicable laws, regulations and rules and you may make claims based only on these Terms.

14.3. To the maximum extent permitted by the applicable laws, regulations and rules, you shall indemnify, defend, and hold the Company and/or Indemnified Persons harmless from and against any and all claims, damages, losses, suits, actions, demands, proceedings, expenses, and/or liabilities (including but not limited to reasonable legal fees incurred and/or those necessary to successfully establish the right to indemnification) filed/incurred by you or any third party against any of the Company or the Indemnified Persons arising out of a breach of any warranty, representation, or obligation hereunder.

15. NO ASSIGNMENT

Subject to these Terms, only you and no other person shall have the right to any claim against the Company in connection with your purchase hereunder. You shall not assign, trade or transfer, or attempt to assign, trade or transfer, your right to any such claim. Any such assignment or transfer shall not impose any obligation or liability of the Company to the assignee or transferee. Subject to the foregoing, the rights and obligations of the parties under these Terms shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

16. INTELLECTUAL PROPERTY RIGHTS

16.1. These Terms shall not entitle you to any intellectual property rights, including the rights in relation to the use, for any purpose, of any information, image, user interface, logos, trademarks, trade names, Internet domain names or copyright in connection with the Whitepaper, the Sale Website, the Company, the Token-Sale, SVE Tokens and your purchase of Tokens.

16.2. 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 on any of the sale documents shall remain the property of the Company. You are permitted to download and print such materials from this Website for personal and non-commercial use provided that you do not breach these Terms.

17. SURVIVING TERMS

Notwithstanding the expiry of the Sale Period, any delivery of the SVE Tokens to you or any abortion of the Token-Sale pursuant to these Terms, Paragraphs 9. to 16. and 18. to 19., and the Annex hereto shall remain valid and in full force and effect.

18. NO WAIVER

Any failure of the Company to enforce these Terms or to assert any right(s), claim(s) or causes of action against you under these Terms shall not be construed as a waiver of the right of the Company to assert any right(s), claim(s) or causes of action against you.

19. FORCE-MAJEURE

19.1. The Company cannot be held liable in any way for failure to perform due to any force-majeure event, such as; fire, floods, earthquake, war, military actions of any kind, blockade, embargo on exports or imports, changes in blockchain technology (broadly construed), changes in the Ethereum or any other blockchain protocols or any other force outside of our control, or any other force majeure circumstances as they are designated in any applicable jurisdiction. By participating in the Token-Sale and purchasing the SVE Tokens, to the extent permitted under the applicable laws, you agree, that no other party (including, without limitation the Company) can be held liable for any loss arising out of, or in any way connected to, any force majeure event.

- 19.2. In the case of force-majeure, the time stipulated for the fulfillment of the obligations under these Terms shall be extended, for the period equal to that during which such circumstances and their consequences will remain in force.

20. ENTIRE AGREEMENT

- 20.1. These Terms contain the entire agreement and the understanding between the Company and you and supersedes all prior agreements, understandings or arrangements (both oral and written) in relation to the Token-Sale and your purchase of the SVE Tokens.
- 20.2. In the event that the Company discovers that you, in your participation in the Token-Sale, have engaged in unfair, excessive or abusive usage or conduct, the Company reserves the right to take such actions as may be necessary, to the fullest extent possible under law, to protect the Company from losses, damages, harm or degradation of any form and manner.

21. TAXES

- 21.1. The purchase price that you pay for your purchase of SVE Tokens shall be exclusive of all taxes that are applicable to your purchase, receipt and holding of the SVE Tokens in any jurisdiction ("**Payable Tax**").
- 21.2. The Company makes no representations concerning the tax implications of participating in the Token-Sale or purchasing SVE Tokens. You bear the sole responsibility for determining and assessing the tax implications of your participation in the Token-Sale and your purchase of the SVE Tokens and the trading of these SVE Tokens.
- 21.3. You shall be responsible for determining any Payable Tax and declaring, withholding, collecting, reporting and remitting the correct amount of Payable Tax to the appropriate tax authorities. You shall be solely liable for all penalties, claims, fines, punishments, or other liabilities arising from the non-fulfillment or non-performance to any extent of any of your obligations in relation to the Payable Tax.
- 21.4. The Company shall not be responsible for determining any Payable Tax and declaring, withholding, collecting, reporting and remitting the correct amount of Payable Tax to the appropriate tax authorities.
- 21.5. By participating in the Token-Sale, to the extent permitted under the applicable laws, you agree that no other party (including, without limitation the Company or any company associated with the Company) may be held liable for any loss arising out of, or in any way connected to, any tax liability you may incur in connection with your participation in the Token-Sale and/or your purchase of the SVE Tokens.

22. DISPUTE RESOLUTION; ARBITRATION

- 22.1. Governing Law. These Terms & Conditions shall be governed by and construed in accordance with the laws of the State of Delaware, United States.
- 22.2. 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 (i) waive your rights to have any and all Disputes arising from or related to these Terms resolved in a court, and (ii) waive your 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).

- 22.3. No Class Arbitrations, Class Actions or Representative Actions. Any Dispute arising out of or related to these Terms 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.
- 22.4. 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 email to Company at: hello@sportvest.io. Notice to you shall be by email to then-current email address in your account. 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 (60) 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 22., commence an arbitration proceeding.
- 22.5. Process. Any arbitration will occur in the State of Delaware, United States. Arbitration will be conducted confidentially by a single arbitrator. The English federal and state courts sitting in the State of Delaware, United States will have exclusive jurisdiction over any appeals and the enforcement of an arbitration award.
- 22.6. Authority of Arbitrator. As limited by these Terms, the arbitrator will have (i) the exclusive authority and jurisdiction to make all procedural and substantive decisions regarding a Dispute, including the determination of whether a Dispute is arbitrable, and (ii) the authority to grant any remedy that would otherwise be available in court; provided, however, that the arbitrator does not have the authority to conduct a class arbitration or a representative action, which is prohibited by these Terms. The arbitrator may only conduct an individual arbitration and may not consolidate more than one individual's claims, preside over any type of class or representative proceeding or preside over any proceeding involving more than one individual.
- 22.7. Severability of Dispute Resolution and Arbitration Provisions. If any term, clause or provision of this Section 22. is held invalid or unenforceable, it will be so held to the minimum extent required by law, and all other terms, clauses and provisions of this Section 19. will remain valid and enforceable.

23. SEVERANCE & PARTIAL INVALIDITY

- 23.1. If any of these Terms is rendered void, illegal or unenforceable by any legislation to which it is subject, it shall be rendered void, illegal or unenforceable to that extent and no further and, for the avoidance of doubt, the rest of these Terms shall continue to be valid and in full force and effect.

You hereby acknowledge that if any court or arbitrator determines that any covenant or obligation of these Terms is excessive in duration or scope, unreasonable, or unenforceable under the relevant laws, that the court or arbitrator should modify or amended that covenant or obligation to render it enforceable to the maximum extent permitted under such laws.

- 23.2. The illegality, invalidity or unenforceability of any provision of these Terms under the law of any jurisdiction shall not affect its legality, validity or enforceability under the law of any other jurisdiction nor the legality, validity or enforceability of any other provision.

24. LANGUAGE

These Terms are originally written in the English language. Although these Terms may be translated into other languages, the original English version governs.

25. NO WAIVER

The failure of the Company to require or enforce strict performance of any provision of these Terms or the Company's failure to exercise any right under these Terms cannot be construed as a waiver or relinquishment of Company's right to assert or rely upon any such provision or right (or any other provision and/or right contained in this document in its entirety, as the case may be) in that or any other instance. The express waiver by the Company of any provision, condition, or requirement of these Terms shall not constitute a waiver of any future obligation to comply with such provision, condition or requirement. Except as expressly and specifically set out in these Terms, no representations, statements, consents, waivers, or other acts or omissions by the Company shall be deemed a modification of these Terms or be legally binding.

26. MISCELLANEOUS

- 26.1. These Terms do not create any third-party beneficiary rights in any individual or entity.
- 26.2. The failure or omission by the Company to enforce any provision of these Terms will not constitute a present or future waiver of such provision nor limit our right to enforce such provision at a later time. All waivers by us must be unequivocal and in writing to be effective.
- 26.3. These Terms are not boilerplate. If you disagree with any of them, believe that any should not apply to you, or wish to negotiate these Terms, please contact the Company via email and immediately navigate away from the Website. Your agreement to, and any purchase of SVE Tokens, your use of SVE Tokens, and your use of the Website shall constitute your binding agreement with these Terms.

ANNEX

RISK FACTORS

You should carefully consider and evaluate each of the following risk factors and all other information contained in the Terms before deciding to participate in the Token-Sale. If any of the following considerations, uncertainties or material risks develops into actual events, the business, financial position and/or results of operations of the Company could be materially and adversely affected. In such cases, the trading price of SVE Tokens (in the case where they are listed on a cryptocurrency exchange) could decline due to any of these considerations, uncertainties or material risks, and you may lose all or part of your SVE Tokens.

1. RISK FACTORS RELATING TO THE TOKEN-SALE PURCHASE

1.1. ABSENCE OF GUARANTEES OF INCOME &/OR PROFIT

The Company offers no guarantee that SVE Tokens will grow in value. There are no guarantees that the SVE price will not decrease, in some cases significantly, due to some unforeseen events, or events over which the Company has no control, or because of force majeure circumstances.

1.2. RISK OF LOSING FUNDS

Any proceeds collected in the Token-Sale are not insured by the Federal Deposit Insurance Corporation (FDIC) or any other private or public insurance representative in any jurisdiction.

1.3. RISK OF ABANDONMENT/LACK OF SUCCESS

The creation of SVE Tokens and the development of the Fund may be abandoned for a number of reasons, including, lack of public interest, lack of funding, lack of commercial success, changes to regulatory requirements etc. You therefore understand and accept that there is no warranty or assurance given, even if the Fund and its holdings are partially or fully developed and launched and you may not receive any benefits from the SVE Tokens that you hold.

1.4. REGULATORY MEASURES

Crypto-tokens in general are being, or may be, overseen by regulatory authorities of various jurisdictions. The Company may receive queries, notices, warnings, requests or rulings from one or more regulatory authorities from time-to-time, or may even be ordered to suspend or discontinue any action in connection with the Token-Sale.

The development, marketing, promotion, management or otherwise of the Token-Sale may be seriously affected, hindered or terminated as a result. And since regulatory policies could change from time-to-time, existing regulatory permission or tolerance of the Token-Sale in any jurisdiction could be just temporary. SVE Tokens may be defined from time-to-time as a virtual commodity, digital asset, securities or currency in various jurisdictions and therefore, could be prohibited from being traded on secondary exchanges or held in certain jurisdictions pursuant to local regulatory requirements.

1.5. CAPITAL CONTROL RISK

Many jurisdictions, such as; the People's Republic of China impose strict controls on the cross-border flow of capital. SVE Token-holders may be subject to these regulations or arbitrary enforcement of such regulations at any time. This may make the transfer of SVE Tokens out of a local jurisdiction to overseas exchanges an unlawful activity exposing the Token-holders to Government fines or other regulatory sanctions.

1.6. BLOCKCHAIN RISK

On the blockchain, timing of block production is determined by proof of work so block production can occur at random times. For example, Ethereum purchases made to the Company distribution smart-contract in the final seconds of a distribution period may not get included for that period. The SVE Token-holder acknowledges and understands that the blockchain may not include the Token-holder's transaction at the time they expect and they may not receive SVE Tokens the same day.

The blockchain is prone to periodic congestion during which transactions can be delayed or lost. Prospective Token-holders may also intentionally spam the network in an attempt to gain an advantage in purchasing cryptographic Tokens. The Token-holder acknowledges and understands that block producers may not include the Token-holder's transaction when they expect or the transaction may not be included at all.

1.7. BUSINESS RISK

If the Minimum Aggregate Amount of \$6.5M (USD) (crypto or fiat equivalent) or less is received in the Token-Sale, the Company may have insufficient funds to implement its plans as described in the Whitepaper, and Token-holders shall be put at a heightened risk of financial loss.

1.8. CRYPTOGRAPHY

Cryptography is evolving and cannot guarantee absolute security at all times. Advances in cryptography, such as; code cracking, or technical innovations such as; the development of quantum computers, may present risks to all cryptography-based systems including SVE Tokens. This could result in the theft, loss, disappearance, destruction or devaluation of SVE Tokens. To a

reasonable extent, the Company will take proactive or remedial steps to update the underlying protocol in response to any advances in cryptography and to incorporate additional reasonable security measures where appropriate. The future of cryptography or security innovations is unpredictable, the Company will try its best to accommodate the continuing changes in the domains of cryptography and security.

1.9. DEVELOPMENT FAILURE OR ABORTION

SportVEST Venture Fund is still in the process of development, rather than a finished product ready to launch. Due to the structural, regulatory and technological complexity of the Fund, the Company could be faced with unforeseeable and/or insurmountable difficulties from time-to-time. Accordingly, the development of the Fund could fail or abort at any time for any cause (including insufficient money). The development failure or abortion would result in non-availability of the purchased SVE Tokens for the Token-Sale to the Token-holders.

1.10. THEFT OF TOKEN-SALE PROCEEDS

There may be attempts to steal the Token-Sale proceeds received by the Company (including any fiat currency amount converted therefrom). Such a theft or attempted theft may impact the ability of the Company to finance the development of the Fund. While the Company will adopt cutting-edge technical solutions, including offline cold storage of assets to keep the Token-Sale proceeds safe, certain cyber thefts could be unpreventable.

1.11. SOURCE CODE FLAWS

Any source code (if applicable) used in the Token-Sale may contain certain flaws, errors, defects and bugs. Such flaws, if any, may compromise the stability and security of the Token-Sale and consequently have an adverse impact on the value of SVE Tokens.

1.12. CYBER ATTACKS

There is a risk of cyber-attacks from time-to-time. Hackers or other malicious groups or organizations may attempt to interfere with the Company's distribution smart-contract or SVE 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 SVE Tokens are based on open source software, there is the risk of intentional or unintentional bugs or weaknesses which may negatively affect SVE Tokens or result in the loss of the Token-holders' SVE Tokens, the loss of the Token-holders' ability to access or control the aforementioned or the loss of cryptocurrency in the Token-holders' account. Token-holders should take such actions as: (i) protecting wallet addresses and private keys, (ii) using a highly secure password, (iii) refraining from opening or responding to any scam emails, and (iv) keeping strictly confidential all data. In the event of such a software bug or weakness, there may be no remedy and Token-holders are not guaranteed any remedy, refund or compensation.

1.13. LOSS OR DESTRUCTION OF THE TOKEN-HOLDERS PRIVATE KEY TO THEIR WALLET

The loss or destruction of an Token-holder's private key required to access their ERC-20 compatible wallet may be irreversible. Each Token-holder is required to safeguard their private keys contained in their wallet. Where such private key of an Token-holder is lost, missing, divulged, destroyed or otherwise compromised, neither the Company nor anyone else will be able to help the Token-holder access or retrieve the related SVE Tokens.

1.14. SVE TOKENS: POTENTIAL DEPRECIATION & INFLATION

No one, including the Company, can predict with absolute accuracy where the SVE Token price will go. Possible inflation of SVE Tokens could lead to a drop in its market price, and consequently Token-holders could suffer economic losses. Token-holders are not guaranteed any refund or compensation for any depreciation or inflation.

1.15. SVE TOKEN LIQUIDITY

SVE is not a currency issued by any individual, entity, central bank or national, supranational or quasi-national organization, nor is it backed by any hard assets or other credit. The circulation and trading of SVE Tokens on secondary exchanges is not the Company's responsibility. Trading on secondary exchanges merely depends on the consensus of the SVE Tokens value between the relevant market participants (the buyer and the seller). The Company does not guarantee the liquidity of SVE Tokens on secondary exchanges or the market at anytime.

1.16. SPORTVEST TOKEN PRICE VOLATILITY

Cryptographic Tokens, if traded on public markets, usually have extremely volatile prices. Fluctuations in the price over short periods of time can frequently occur, the price may be denominated in Ethereum, Bitcoin, U.S Dollars or any other crypto or fiat currency.

Such fluctuations could result from market forces (including speculation), regulatory changes, technical innovations, availability of exchanges and other objective factors and represent changes in the balance of SVE Token supply and demand. The Company is not responsible for SVE Tokens on secondary exchanges.

1.17. SPORTVEST VENTURE FUND GROWTH RATE & PERFORMANCE

The Company may predict the growth or performance of SportVEST Venture Fund, which may be specified in the Whitepaper, on the Website or in other materials provided by the Company, or orally. However, such predictions are not in any way perceived as a promise of future growth or profit.

1.18. NO GUARANTEE OF SVE TOKEN GROWTH RATE

Any growth predictions made by the Company in relation to SVE Tokens could be incorrect, because they are only based on the subjective point of view of Company and, therefore, the growth of the SVE Tokens cannot be guaranteed in any way. Taking into account that the Company does not issue SVE Tokens for the purpose of speculative trading, and the vesting period imposed by the Company, some Token-holders, at their own risk and discretion, may still decide to obtain SVE Tokens for speculative means based on growth predictions. SVE Tokens could therefore drop in value or remain level for a long period of time, which may lead to Token-holders suffering financial losses.

2. RISKS FACTORS RELATING TO THE COMPANY

2.1. EARLY STAGE OF OPERATIONS

There are a number of additional operational, technological, regulatory strategic and financial risks associated with early stage companies, particularly ones carrying out an Token-Sale. In particular, the Company's future growth and prospects will depend on its ability to stay competitive with its pricing, maintain and develop its business and to manage growth and to continue to improve operational, financial and management information and quality control systems on a timely basis, whilst at the same time maintaining effective cost controls. Any failure to improve operational, financial and management information and quality control systems in line with the Company's growth could have a material adverse effect on its business, financial condition and results of operations.

The Company has only a limited operating history upon which its performance and prospects can be evaluated. The development of the Company's revenues is difficult to predict and there is no guarantee that it will generate increased revenues in the foreseeable future. Whilst the team members and the advisors are optimistic about the Company's prospects, there is no certainty that anticipated outcomes and sustainable revenue streams will be achieved.

2.2. MANAGEMENT OF GROWTH

The ability of the Company to implement its strategy requires effective planning and management control systems. The Company's growth plans may place a significant strain on its management and operational, financial and personnel resources. Consequently, the Company's future growth and prospects will depend on its ability to manage this growth. The value of SVE Tokens is dependent upon the Company achieving the aims set out in this document. There can be no guarantee that the Company will achieve the level of success that it expects.

2.3. BUSINESS DEVELOPMENT ACTIVITY

Businesses activities undertaken by the Company now or in the future may not deliver target outcomes and may expose the Company to additional operational and financial risk. Business development activities entail a number of risks, including that they may be based on incorrect assumptions or conclusions and the Company may suffer on account of unanticipated costs and/or liabilities and other unanticipated effects. The occurrence of any of these events could have a material adverse impact on the Company's financial position and could also impact its ability to enter into other territories.

2.4. MANAGEMENT OF INTELLECTUAL PROPERTY

The ability to protect its intellectual property, in particular its trade secrets and know-how and the ability to operate without infringing the proprietary rights of third parties is an important aspect of the Company's competitive advantage.

As the business grows the Company may be subject to claims in relation to infringement of trademarks, patents or other proprietary rights. Adverse judgments against the Company may give rise to significant liability in monetary damages and legal fees. Any litigation brought against the Company, whether or not determined in the Company's favor or settled by the Company, could result in lengthy litigation which may be costly and time consuming. Even claims without merit could deter potential business partnerships and have a detrimental effect on the Company's business. Adverse judgments against the Company may give rise to significant liabilities or an inability to operate in particular territories.

Further there is no assurance that others have not developed or will not develop similar events, incorporating similar intellectual property or infringe any of the Company's intellectual property rights.

2.5. RETENTION OF KEY EXECUTIVES & STAFF

The Company's development and prospects are dependent upon the continued services and performance of its team members, advisors and other key personnel. The Company will be managed by certain key personnel, who may be difficult to replace. Furthermore, the key members of management may be unable to provide their services to the Company for reasons outside of their or the Company's control, for example, for reasons of poor health. The permanent or temporary loss of any key individual or the inability to attract appropriate personnel could impact on the Company's ability to execute its business strategy successfully, which could negatively impact upon the Company's future performance.

3. GENERAL RISKS

3.1. INVESTMENT RISKS

An investment in SVE Tokens is only suitable for financially sophisticated Token-holders who are capable of evaluating the merits and risks of such an investment, or other Token-holders who have been professionally advised with regard to the investment and who have sufficient resources to be able to bear any losses that may arise therefrom (which may be the whole amount invested). Such an investment should be seen as complementary to existing investments in a wide spread of financial assets and should not form anything other than a minor part of an investment portfolio. Token-holders should not consider investing in SVE Tokens unless they already have a diversified investment portfolio and are already knowledgeable about the risks associated with cryptocurrencies.

Potential Token-holders should be aware that the value of an investment in SVE Tokens may go down as well as up and Token-holders may therefore not recover or may lose all of their original investment.

In addition, the price at which Token-holders may dispose of SVE Tokens may be influenced by a number of factors, some of which may pertain to the Company and others which may be extraneous. These factors could include the performance of the Company's business, large purchases or sales of SVE Tokens, liquidity (or the absence of liquidity) related to SVE Tokens, currency fluctuations, legislative or regulatory or direct/indirect taxation changes, general economic and political conditions and interest and inflation rate variations. The value of SVE Tokens may therefore fluctuate and not reflect their underlying asset value.

3.2. ECONOMIC CONDITIONS & CURRENT ECONOMIC WEAKNESS

Any economic downturn either globally or locally in any area in which the Company operates may have an adverse effect on the demand for the Company's services. A more prolonged economic downturn may lead to an overall decline in the demand for the Company's services and may accordingly, reduce or eliminate the Company's ability to generate a profit.

In addition, although signs of some economic recovery have been perceptible in certain countries, the sustainability of a global economic upturn is far from assured. If economic conditions remain uncertain this might have an adverse impact on the Company's operations and business results.

3.3. COMPETITION/COMPETING TECHNOLOGY

The markets in which the Company expects to operate are competitive and fast moving and there can be no guarantee that the Company's competitors will not develop similar or superior technology or offer superior product applications or services to the Company's target markets which may render one its technologies obsolete and/or otherwise uncompetitive. There can be no assurance that new technology will not emerge to threaten the Company's technology. The Company must respond promptly, cost effectively and sufficiently to the challenges of technological change and competitors' innovations and there can be no assurance that it will be successful in doing so.

3.4. REGULATORY RISK ASSOCIATED WITH AN UNDEVELOPED & EMERGING BODY OF LAW BOTH IN THE UK, THE UNITED STATES & INTERNATIONALLY

At present global regulators are currently trying to determine what approach they should take towards cryptocurrencies because the body of law in the UK, the United States and internationally is undeveloped and emerging. The approach taken by regulators in each jurisdiction is different and we have only taken securities law advice in the United States. It is possible that the laws, regulations, direct/indirect taxation and accounting rules of some other jurisdictions will be of relevance to the Company in ways which have not been considered which could materially impact, possibly with retroactive effect, the plans of the Company as set out in the Whitepaper.

Unexpected transfer restrictions resulting from new regulations could also impact the ability of holders to trade their Tokens, rendering them worthless. Uncertain tax consequences relating to an investment in digital assets could also negatively impact the Company's ability to deliver upon its stated aims.

3.5. THERE IS NO EXISTING TRADING MARKET FOR SVE & AN ACTIVE TRADING MARKET MAY NOT DEVELOP

SVE Tokens are a new issue of digital Tokens for which there is no established public market. Although the Company intends to list SVE Tokens on several cryptocurrency exchanges, there can be no assurance that such exchanges will accept the listing of SVE Tokens or maintain the listing if it is accepted. There can be no assurance that a secondary market will develop or, if a secondary market does develop, that it will provide Token-holders with liquidity of investment or that it will continue for the life of SVE Tokens.

The digital Token market is a new and rapidly developing market, which may be subject to substantial and unpredictable disruptions that cause significant volatility in the prices of digital Tokens. There are no assurances that the market, if any, for SVE Tokens will be free from such disruptions or that any such disruptions may not adversely affect Token-holders ability to sell their SVE Tokens. Therefore, no assurances are given that the Token-holders will be able to sell their SVE Tokens at a particular time or that the price they receive when they sell will be favorable.

3.6. TOKEN-HOLDERS WILL HAVE NO VOTING RIGHTS & MAY HAVE CONFLICTS OF INTEREST WITH THE SHAREHOLDERS OF THE COMPANY

Certain team members and advisors of the Company, who control in excess of a certain % of the equity share capital of the Company will be able to exercise significant influence over the Company's corporate actions and activities and the outcome in general of matters pertaining to the Company, including the appointment of the Company's board of directors and the approval of significant change of control transactions.

3.7. COMPANY DOES NOT OWE THE TOKEN-HOLDERS ANY FIDUCIARY DUTIES

Shareholders in private companies are generally owed an obligation by management of good faith, fairness in all dealings and other fiduciary duties. However, to the extent permitted by law, the Token-holders will not be entitled to any such protections from the Company. Accordingly, the Token-holders will have very limited, if any, rights of recovery against the Company if such parties engage in gross negligence or act against the interests of the Token-holders. Furthermore, the Company has no obligation to the Token-holders to enforce any rights that it may be deemed to have against Company, its management or any company associated with the Company.

3.8. LITIGATION

Whilst the Company intends to take such reasonable precautions as it regards appropriate to avoid or minimize the likelihood of any legal proceedings or claims against the Company (including any of its team members or advisors), which may lead to financial loss, there can be no guarantee that litigation may be brought against the Company. Equally, there can be no assurance that any claimants in any litigation will not be able to devote substantially greater financial resources to any proceedings against the Company. Any litigation, whether determined or not in the Company's favor may be costly, may divert management's attention away from the day-to-day business of the Company and may have a material adverse effect on the financial position of the Company.

3.9. MALFUNCTION, BREAKDOWN OR ABANDONMENT OF BITCOIN OR ETHEREUM PROTOCOL

If there was a malfunction, breakdown or abandonment of Bitcoin or Ethereum protocol, this would lead to immediate loss of confidence among SVE Tokens and other Token-holders such that the trading price of SVE Tokens would decline for reasons unrelated to the Company's business, financial condition or operating results. The trading price of SVE Tokens might also decline in reaction to events that affect other companies in the industry, even if these events do not directly affect the Company. Each of these factors, among others, could materially harm the value of SVE Tokens.

3.10. POTENTIAL LOSS OF DIGITAL CURRENCIES, WALLET RISKS & GENERAL CYBERSECURITY RISKS

There have been various reports of digital wallets being hacked and keys to digital wallets being lost which could lead to loss of SVE Tokens. There is a risk of a 51% attack on the Ethereum or Bitcoin network whereby an organization able to control the majority of the network mining power or hashrate with the aim of revising transaction history and preventing new transactions from confirming.

There can be no guarantee that the Company will be able to complete development of the Blockchain described in the Whitepaper with the sums raised during the Token-Sale or that the Company will not need any further capital nor that will any future capital raisings be successful.

Whilst various scenarios are set out in the Whitepaper, which describe the Company's aspirations regarding the development of a blockchain, there is no guarantee that the Company will be able to achieve its objectives with the revenue derived from the Token-Sale. If the Company is forced to raise further funds to complete any development it has commenced, there is no guarantee that any further sums will be raised and the Company may be forced to abandon some or all of its stated objectives or to materially alter its business model. This may impact the value of SVE Tokens.

3.11. IMPACT OF NEGATIVE PRESS

The Company cannot guarantee that those parties that currently or will endorse its service have not conducted themselves in the past and will not conduct themselves in the future in such a way as to bring negative publicity upon the Company. Equally, the Company cannot guarantee that a major business partner has not committed or will not commit an action that attracts negative publicity to the Company. There is the risk that either of the above situations, or any App or blockchain failure, may be of a high profile nature and therefore result in the business and prospects of the Company suffering a material adverse effect. Furthermore, there is a risk of a major market correction for digital currencies issued by other parties, and any material correction could majorly impact the Company.

3.12. FOREIGN EXCHANGE RATE FLUCTUATIONS MAY ADVERSELY AFFECT THE COMPANY'S RESULTS

The Company reports its financial results in U.S Dollars. To the extent that the Company's foreign currency assets and liabilities are not matched, fluctuations in exchange rates between the U.S Dollar or other currencies utilized by the Company may result in realized or unrealized exchange gains and losses on translation of the underlying currency. This may adversely affect the Company's financial position. In addition, if the currencies in which the Company earns its revenues and/or holds its cash balances weaken against the currencies in which it incurs its expenses, this could adversely affect the Company's profitability and liquidity. Where a substantial net foreign currency liability exists, the Company will consider hedging against it to minimize foreign currency expense. However, such hedging is based on estimates of liabilities and future revenues and will not fully eliminate future foreign currency exchange fluctuations.

3.13. LIQUIDITY & POSSIBLE PRICE VOLATILITY

Following the end of the Vesting Period, the market price of SVE Tokens may be subject to significant fluctuations and volatility in response to many factors, particularly because the value of SVE Tokens at any time will not be related to the underlying economic performance of the Company. In addition, general economic conditions, legislative, regulatory or taxation changes in approach to digital currencies and Tokens and other events and factors outside of the Company's control may have a material effect on the value of SVE Tokens. None of the Sale Documents should not be taken as implying that there will be a liquid market for SVE Tokens.

3.14. UNCERTAIN TAX & ACCOUNTING TREATMENT

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

The Risks listed above do not necessarily comprise all those faced by the Company, the Fund and SVE Tokens and are not intended to be presented in any order of priority.

DEFINITIONS

The following terms shall have for the purposes of these Terms, the Whitepaper and Sales documents the following meanings:

"Accredited Investor" means qualified and Accredited Investors approved by the Company who wish to invest in the Token-Sale using Ethereum (ETH), Bitcoin (BTC), Litecoin (LTC), U.S. Dollars (USD), Great British Pounds (GBP) and Euros (EUR);

"AML" means **"Anti-Money Laundering"** and refers to a set of rules, prescribed by law or self-defined by Legacy, regarding reducing the risks of money laundering.

"BTC" means the value Token of the Bitcoin blockchain, which can be traded on cryptocurrency exchanges or used to pay for transaction fees and services on the Bitcoin network;

"Conversion Price" means the Valuation Cap for the Pre-Registration phase.

"ETH" or **"Ether"** shall mean value Token of the Ethereum blockchain called **"Ether."**

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

"Fund" or **"Venture Fund"** or **"SportVEST Venture Fund"** means the regulated Fund structure which will be legally registered in the State of Delaware, United States, following the completion of the Token-Sale which will be used to invest in the Fund's Portfolio in accordance with the Whitepaper.

"Participant" or **"Purchaser"** means any entity, individual or legal person, participating the Token-Sale or purchasing SVE Tokens.

"Purchase Amounts" means any subscription amount received by the Company in ETH, BTC, LTC, USD, GBP or EUR from any qualified investor investing in the Token-Sale.

"Token-Sale" or **"SportVEST Token-Sale"** means the initial token offering launched by the Company and concerning the issue of SVE Tokens.

"Company" means Global Sports Inc. as established in the State of Delaware, United States, with the registration number 6144360. providing services, as set out in the Whitepaper.

"KYC" means **"Know Your Client"**, and it represents a process of identification and verification of the identification data of each investor.

"Minimum Aggregate Amount" or **"Soft-Cap"** means \$6,5M (USD) or crypto/fiat equivalent..

"Target Aggregate Amount" or **"Hard-cap"** means \$60.5M (USD) or crypto/fiat equivalent.

"Non U.S. Persons" any person not meeting the definition of a **"U.S. Person"** set forth in Rule 902 of Regulation S under the Securities Act.

"SEC" means the U.S. Securities and Exchange Commission.

"Securities Act" means the U.S. Securities Act of 1933, as amended.

"Smart-Contract" means the ERC-20 smart-contract standard consisting of software code, existing on the Ethereum blockchain.

"SVE Tokens" means a new series of Ethereum-based smart-contract digital Tokens issued by the Company.

"Token-holder" or **"SVE Token-holder"** means any entity, individual or legal person holding SVE Tokens.

“United States”, “U.S.” or “USA” means the United States of America, its territories and possessions, any State of the United States of America and the District of Columbia;

“VAT” means value added tax of a relevant jurisdiction, if applicable.

“Sale Website” means sportvest.io.

“Whitepaper” means a document, called Whitepaper published on the Company’s Website, or any other Sale Documents created by the Company, describing the envisaged features and operability of the Fund, the Token-Sale and SVE Tokens.