

Token Sale Agreement

1. This Token Sale agreement ('Agreement') forms a legally binding contract between you and The Government Network - Waferville Technologies Limited, an International Business Company duly organized, validly existing and in good standing under the laws of Belize, with the registration number 171,667 and incorporated address, New Horizon Building, Ground Floor, 3½ Miles Philip S.W. Goldson Highway, Belize City, Belize (the "Company", "We" or "The Government Network") and sets forth general rules and procedure of the GOV Token Sale by the The Government Network and the purchase by the Purchaser. This Agreement is inalienable part of The Government Network General Terms & Conditions of the GOV Token Sale that the Purchaser shall carefully read, understand and irrevocably accept. In terms not regulated by this Agreement (including but not limited to intellectual property rights, dispute resolution etc.), The Government Network General Terms & Conditions of the GOV Token Sale shall apply to the relationships that arise hereunder.
2. This agreement certifies that You (hereinafter the "Purchaser" or "You") by clicking the button "continue" on the Website when implementing the Purchase amount, and clicking the button "I agree" when shown our Terms and Conditions, and Tokensale agreement, and the payment of the amount in ETH or BTC as stipulated by the generated invoice (the "Purchase Amount") on the specific smart-contract address indicated on the invoice within the timeframe provided by the invoice and during the Token Sale period (the "Token Sale period") to The Government Network, shall be entitled to take delivery of certain digital cryptographic token (the "GOV Token") upon the occurrence of the Company's Token Sale, subject to The Government Network General Terms & Conditions of GOV Token Sale and the provisions set forth below. For purposes of this Agreement, the value of the Purchase Amount shall be deemed in US dollars (USD) whether the Purchaser pays in ETH or BTC, valued at the applicable real-time exchange rate for ETH/USD or BTC/USD provided by the CoinMarketCap API (<https://coinmarketcap.com/>), the data is cached every minute from CoinMarketCap, if the API does not provide the latest exchange rate, the Purchase Amount will be calculated based on the last available exchange rate for ETH/USD or BTC/USD. Once the invoice is generated the Purchase Amount will be fixed for 24 hours and will be indicated on the invoice. The term "Applicable Exchange Rate" shall mean the volume-weighted average price of Ethereum or Bitcoin across exchanges as provided by CoinMarketCap. The definitions set forth herein and mentioned with capital

letter shall have the meaning as described in The Government Network General Terms & Conditions of GOV Token Sale in case if different definition is not directly set in this Agreement.

3. The GOV Token Sale period is the period of time from 10.09.2018 (10 AM GMT) - 30.11.2018 (10 PM GMT) during which the Company shall deliver to the Purchaser a number of GOV Tokens equal to the Purchase Amount paid to the Company by Purchasers in the Token Sale (according to the procedures referenced in The Government Network General Terms & Conditions of GOV Token Sale and this Agreement).
4. The GOV Token Sale period is the period of time from 12.09.2018 (10 AM GMT) - 30.11.2018 (10 PM GMT) after which the Company shall deliver to the Purchaser a number of GOV Tokens equal to the Purchase Amount paid to the Company by Purchasers in the Token Sale (according to the procedures referenced in The Government Network General Terms & Conditions of GOV Token Sale and this Agreement).
5. The Government Network's publication on the Website of an offer to sell GOV Tokens to a number of Purchasers (potential The Government Network Token purchasers) is considered a legally binding offer of The Government Network to sell GOV Tokens (hereinafter referred to as the "Offer").
6. The Offer shall be available the Government Network Website only. <https://thegovernment.network/> Any other offers concerning GOV Token Sale presented on any other websites or internet resources shall be considered null and void and shall not put any obligations upon The Government Network, its employees, representatives or affiliates.
7. The number of GOV Tokens offered for sale by The Government Network is limited, as well as the number of GOV tokens to be purchased by one Purchaser. Such number of GOV Tokens to be sold and available for purchase is defined in the **Appendix A of The Government Network General Terms & Conditions of GOV Token Sale.**
8. Legally binding acceptance of the Offer shall be conducted by a Purchaser by sending the Purchase Amount in ETH or BTC to the specific smart-contract address indicated on the invoice within the timeframe provided by the invoice generated after clicking the button "I agree" on the Website in the specific field. By this action the respective Purchaser, agree that he fully read, understood and irrevocably accepted this GOV Token Sale agreement. From this moment the Offer shall be considered formally accepted by the respective Purchaser.

9. Offer Acceptance shall be deemed irrevocable.
10. The price of one GOV Token is set forth in the amount of ETH or BTC equal to the USD amount stipulated in appendix A of The Government Network General Terms & Conditions of GOV token sale. The payment for GOV Tokens can be conducted by Purchasers only in Bitcoin (BTC) or Ethereum (ETH). The Government Network does not accept fiat currency as payment for GOV Tokens. In order to buy GOV Tokens Purchaser shall convert such funds into Ethereum (ETH) or Bitcoin (BTC). Technically the payment of GOV Tokens shall be conducted via Ethereum Smart Contract specified on the Website.
11. To purchase GOV Tokens the Purchaser is advised to send cryptocurrency funds from his/her personal wallet (hardware wallet) in the amount which is equivalent to the amount of the GOV Tokens the Purchaser is willing to receive for such payment.
12. Purchaser is not entitled to send any funds to purchase GOV Tokens until GOV Token Sale period has officially begun. Purchaser is not entitled to send any funds to purchase GOV Tokens upon ending of the respective GOV Token Sale.
13. The purchaser will have the ability to send the GOV Tokens from the Token Sale platform to a cryptocurrency wallet, capable of receiving the GOV token, an ERC20 token, of his choosing within 30 days after the conclusion of the GOV Token Sale Period.
14. To the extent allowable pursuant to Applicable Law, the purchase of the GOV Tokens by the Purchaser from The Government Network is final, and, thus, there are no refunds and/or cancellations.
15. Ownership rights for GOV Tokens shall be transferred from The Government Network to the respective Purchaser upon completion of the payment procedure by the Purchaser and validation of the payment by the system. However, the right to transfer and exchange GOV Tokens is given to Purchaser only after the end of Token Sale Period.
16. The proceeds received by The Government Network from the sale of GOV Tokens to Purchaser shall only be deemed as proceeds received from sale of software services, as GOV Tokens confer only the right to swap GOV Tokens for NTN tokens, under conditions as described in the White Paper. The GOV tokens confer no other rights of any form with respect to the Company or its corporate affiliates, including, but not limited to, any voting, distribution, redemption, liquidation, proprietary (including all forms of intellectual

property), or other financial or legal rights. You are purchasing GOV Tokens to get the right to swap 1 of GOV Token for 100 NTN tokens, under the conditions as described in the White Paper and Appendix A of the Government Network Terms & Conditions of the GOV token sale, and to support The Government Network development, testing, deployment and operation of the Government Network project as described in the White Paper. You are not purchasing GOV Tokens for any other uses or purposes, including, but not limited to, any investment, speculative or other financial purposes. The GOV Token Sale and GOV Token allocation may be adjusted to keep the benefits of the GOV Token Sale.

17. You expressly agree that the GOV Tokens are not securities, are not registered with any government entity as securities, shall not be considered as such, are not intended to be commodities or any other kind of financial instrument, do not represent any share, stake or security or equivalent rights, including, but not limited to, any right to receive future revenue shares and intellectual property rights.
18. By the purchase of GOV Tokens hereunder the Purchaser represents and warrants that his/her funds in no way came from illegal or unethical sources, that the Purchaser is not using any proceeds from criminal or illegal activity, and that no transaction involving GOV Tokens is being used to facilitate any criminal or illegal activity.
19. The Purchaser is obliged to provide valid proofs concerning legality of his/her proceeds used to purchase GOV Tokens upon The Government Network's request or request of bank institutions or government authorities.
20. By accepting this Agreement and by the purchase of GOV Tokens, the Purchaser represents/warrants and accepts that there are certain risks associated with the purchase of GOV Tokens, holding GOV Tokens, and using GOV Tokens described in Appendix B of The Government Network General Terms & Conditions of GOV Token Sale.
21. US and Belize citizens and residents are not eligible and not allowed to participate in the GOV Token Sale due to various taxation and regulatory issues. The Purchaser is only allowed to purchase GOV Tokens if, by buying GOV tokens, he/she covenants, represents, and warrants that he/she is neither a US or Belize citizen or resident, nor has a primary residence or domicile in the US (including Puerto Rico, the US Virgin Islands, and any other possessions of the US), or Belize. In order to buy GOV Tokens the Purchaser covenant, represent, and warrant that none of the owners of the company, of which the Purchaser is an authorized officer, are US citizens or residents, nor they have a primary residence or domicile in the United States

(including Puerto Rico, the US Virgin Islands, and any other possessions of the US), or Belize, which the Purchaser confirms by buying GOV tokens. Should this change at any time, the Purchaser shall immediately notify The Government Network. The Purchaser also represent and warrant that he/she is not a citizen or resident of a geographic area in which access to or use of the GOV token, cryptocurrency or Tokens is prohibited by applicable law, decree, regulation, treaty, or administrative act. The Government Network shall reserve the right to refuse selling GOV Tokens to anyone who does not meet the criteria set forth above.

22. The Purchaser is only allowed to purchase GOV Tokens if, and by buying GOV Tokens he (or she) covenants, represents, and warrants that he (or she) (under the Applicable Law and law of the country of Participant's residence):
- a. is of an age of majority to enter into this Agreement (at least 18 years of age), meets all other eligibility and residency requirements, and is fully able and legally competent to purchase GOV Tokens, enter into agreement with The Government Network and in doing so will not violate any other agreement to which he (or she) is a party;
 - b. if he (or she) is a corporation, governmental organization or other legal entity, he/she has the right, power and authority to enter into this agreement on behalf of the corporation, governmental organization or other legal entity and bind them to these Terms;
 - c. will not be using the GOV Tokens for any illegal activity, including but not limited to money laundering, the illegal trade of arms and drugs, and the financing of terrorism;
23. THE COMPANY MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE TOKENS, INCLUDING ANY: WARRANTY OF MERCHANTABILITY, WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, WARRANTY OF TITLE OR WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE. EXCEPT AS EXPRESSLY SET FORTH HEREIN, PURCHASER ACKNOWLEDGES THAT IT HAS NOT RELIED UPON ANY REPRESENTATION OR WARRANTY MADE BY THE COMPANY, OR ANY OTHER PERSON ON THE COMPANY'S BEHALF.
24. The Purchaser understands that he/ she has no right against the Company or any other Person except in the event of the Company's breach of this instrument or intentional fraud. THE COMPANY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS INSTRUMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT OR OTHERWISE, SHALL NOT EXCEED THE TOTAL OF THE AMOUNTS PAID TO THE COMPANY PURSUANT TO THIS INSTRUMENT. NEITHER THE

COMPANY NOR ITS REPRESENTATIVES SHALL BE LIABLE FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR ENHANCED DAMAGES, LOST PROFITS OR REVENUES OR DIMINUTION IN VALUE, ARISING OUT OF OR RELATING TO ANY BREACH OF THIS INSTRUMENT.

25. GOV Tokens are to be provided on an AS IS and UNDER DEVELOPMENT basis and without any warranties of any kind, either expressed or implied. The Purchaser assume all responsibility and risk with respect to buying of any amount of the GOV Tokens and their use. The Purchaser hereby expressly agrees that, to the maximum extent permitted by the Applicable Law, The Government Network does not accept any liability for any damage or loss, including loss of business, revenue, or profits, or loss of or damage to data, equipment, or software (direct, indirect, punitive, actual, consequential, incidental, special, exemplary or otherwise), resulting from any use of, or inability to use the Website or the material, information, software, facilities, services or content on the Website, as well as from purchasing of the GOV Tokens, regardless of the basis, upon which the liability is claimed and even if The Government Network has been advised of the possibility of such loss or damage. The Purchaser understands and agrees that The Government Network shall not be held liable to and shall not accept any liability, obligation or responsibility whatsoever for any change of the value of the GOV Tokens. If Applicable Law does not allow all or any part of the above limitation of liability to apply to the Purchaser, the limitations will apply to the Purchaser only to the extent permitted by the Applicable Law. The Purchaser understands and agrees that it is his/her obligation to ensure compliance with any legislation relevant to his/her country of domicile concerning purchasing of the GOV Tokens. Purchasing of the GOV Tokens by the Purchaser in no way creates any exclusive relationship between the Purchaser and The Government Network, nor any partnership, joint venture, employment or agency.
26. The Purchaser understands that he/she bears sole responsibility for any taxes as a result of the matters and transactions the subject of this instrument, and any future acquisition, ownership, use, sale or other disposition of Tokens held by the Purchaser. To the extent permitted by law, the Purchaser agrees to indemnify, defend and hold the Company or any of its affiliates, employees or agents (including developers, auditors, contractors or founders) harmless for any claim, liability, assessment or penalty with respect to any taxes associated with or arising from the Purchaser's purchase of Tokens hereunder, or the use or ownership of Tokens.