ermak.io
Santigold OU (registry code 14505778):
Address is Harju maakond, Tallinn,
Lasnamae linnaosa, Punane tn 56, 13619

ErmakCoin Token Purchase Agreement

Public offer

Company Santigold OU hereby invites any interested person who wishes to enter into this ErmakCoin Token Purchase Agreement on the terms of this Public offer. The person interested in purchasing tokens is hereinafter referred to as the "Buyer". The Company and the Buyer are jointly referred to as the "Parties".

1. General provisions

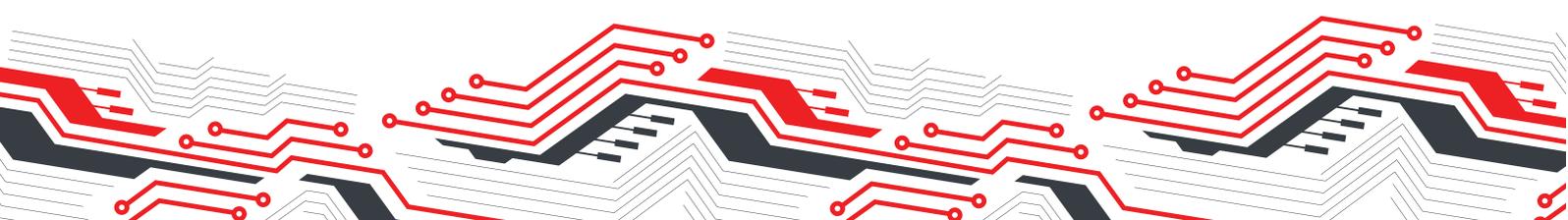In order to enter into this Agreement the Buyer shall accept this Agreement.

This Agreement between the Buyer and the Seller is an Agreement of adhesion concluded by the Parties in accordance with the current legislation of the European Union and the Republic of Estonia before confirmation of the purchase via the electronic form. By reading carefully the terms and conditions of the offer agreement and the rules of sale of tokens via the electronic form you accept the terms, requirements and conditions of this agreement completely, without any reservations, exceptions, and (or) then all of the essential terms of the contract between the buyer and the seller are agreed and approved. If you do not accept these terms, requirements and conditions, you shall immediately stop registration and account creation.

The Parties guarantee that they have legal powers to enter into this Agreement; the persons who have accepted the terms and conditions hereof, shall have all the rights to commit legal acts mentioned therein in accordance with the current legislation of the European Union and the Republic of Estonia.

2. Terms

In this Agreement, the following terms shall have the following meanings:

1. Company Santigold OU (registry code 14505778) located at Tallinn, Lasnamae linnaosa, Punane tn 56, 13619, having all the necessary rights in respect of the Website, which is the administrator of ERMAK.IO domain name and the Website owner.

2. Website or Platform is an Internet tool, located at domain name ERMAK.IO on the Internet (including all levels of the specified domain both functioning on the date of accepting of this Agreement by the Buyer and those introduced and put into operation throughout the duration of the agreement), consisting of computer software, interface graphic design (design and other graphic and illustrative elements), databases, local search engines, any information posted by the Company and/or the Buyers. The Website provides the predefined services to the Buyers.

3. Offer acceptance is defined as performing of actions by the Buyer in relation to the terms of this Agreement, is the complete and unconditional acceptance of all the terms of this Agreement.

4. Token is a type of digital financial asset, NEO-based token produced by the Company, which is a means of payment used at NEO platform. The total emission is 150 000 000. Purchase of ErmakCoin TOKEN shall be governed by this Agreement.

5. Blockchain is a distributed ledger (systematic database) of digital transactions that are stored,

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created and updated simultaneously on all media in all members of the registry based on algorithms that ensure its identity in all users of the registry.

6. Neo is an open platform for creating decentralized blockchain-based online services run on smart contracts.

7. Neo coin (NEO) is Neo exchange unit; a type of digital financial asset (property in e-form) created by using encryption (cryptographic) tools, title to which is certified by making digital records in the distributed ledger of digital transactions.

8. Smart contract is an electronic contract, the rights and obligations whereof are executed by performing automatic digital transactions in the distributed ledger of digital transactions in a strictly defined sequence and under certain circumstances. Protection of the rights of members (parties) to the smart contract is carried out in a way similar to that of the exercise of protection of the rights of the parties to the contract concluded electronically.

9. Buyer is any natural or legal person that purchases tokens on the Website https://Ermak.io

10. Ermak Coin (ERMK) are accounting units used by the Operator and the participants of the Program in the system 11. Program Website is a section of the Program located at the address: https://Ermak.io on the Internet

12. Transaction is an agreement among the Buyers about the purchase, sale, exchange, gift and the committing other actions with token components. Transactions shall be performed by means of NEO based smart contracts.

13. Personal account is a Buyer's personal section on the Website that contains the registration information of the Buyer, as well as a digital wallet, to which NEO-address is linked, through which the tokens are purchased. All Transactions offers posted by a User, functions to edit, delete, remove, activate them, other actions, are available to the User in the Personal account. In the Personal account, the User can customize various settings of account picture, name, location visibility options and others.

14. Digital wallet is a software tool that is part of the Personal account of the Buyer, which contains information about the digital recordings, confirming the Buyer title to the game components and transition of such titles to other Buyers within use of the Service and Transactions execution by utilizing the services. Digital wallet is linked to the NEO-address of the Buyer.

15. Bonus System (bonus) is a premium transferred to the personal account or wallet (the detailed rules of bonus system are specified in the personal account upon electronic registration).
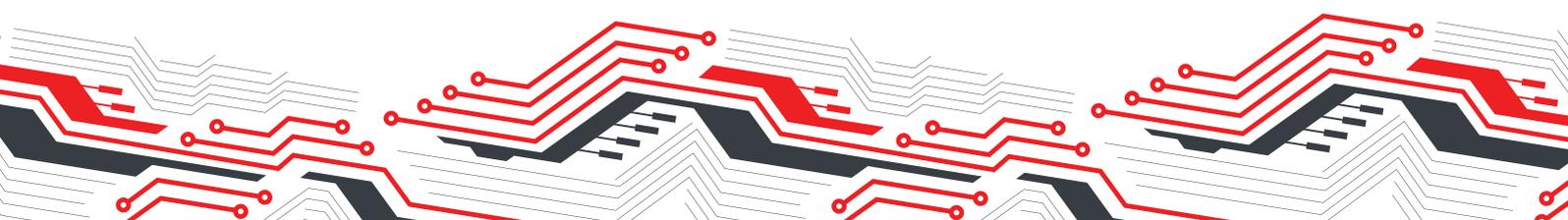
3. Acceptance of the terms of this Agreement (Acceptance)

1. This Agreement shall enter into force and become binding for the Company and the Buyer from the moment when the agreed assets, paid by the Buyer for the tokens, are received by the Company.

2. Purchase of tokens from the Company does not create any form of partnership, joint venture or any similar relationship between the Buyer and the Company.

4. Subject of the Agreemen

Under this Agreement, the Buyer is obliged to pay the price of tokens, and the Seller undertakes to

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transfer an appropriate quantity of tokens to the Buyer.

The price of 1 (one) token shall be set on ERMAK.IO website and shall be determined for the purposes of this Agreement at the time of execution of payment obligations by the Buyer. ErmakCoin token validity period has no expiration date.

The Buyer exercises the rights, arising under this Agreement, in accordance with the procedure defined by the Rules given on the Program Website. In order to buy tokens, the Buyer uses the form and instructions posted on the ERMAK.IO website.

The total amount of ErmakCoin tokens, transferred to the Buyer, shall be determined electronically on the ERMAK.IO website upon receipt of payment under the Agreement, based on the value of one token.

5. Procedure of purchasing tokens

1. A detailed description of token sale procedure is given in Annex 1 to this Agreement, including the details about the sale terms, quantity of sold tokens. Information on specific token sale procedures is also given on the Website.

2. By the purchase of tokens the Buyer confirms that he fully and irrevocably accepts this Agreement, including the procedures of purchase of tokens. Failure to comply with the conditions of this Agreement and the procedures may result in the nondelivery of tokens to the Buyer.

3. The Company reserves the right to refuse or reject the offers for acquisition of tokens on any ground at the Company's discretion, including cases where the information provided by the Buyer is insufficient, inaccurate or misleading, according to the Company, or where the Buyer is is recognized as falling under the limitations.

4. At any time prior to expiration of period of sale of tokens, the Company reserves the right to temporarily suspend or permanently cancel the sale of tokens for security reasons. Any suspension or cancellation of the sale of tokens starts from the moment of publication of the notice by the Company on the Website.
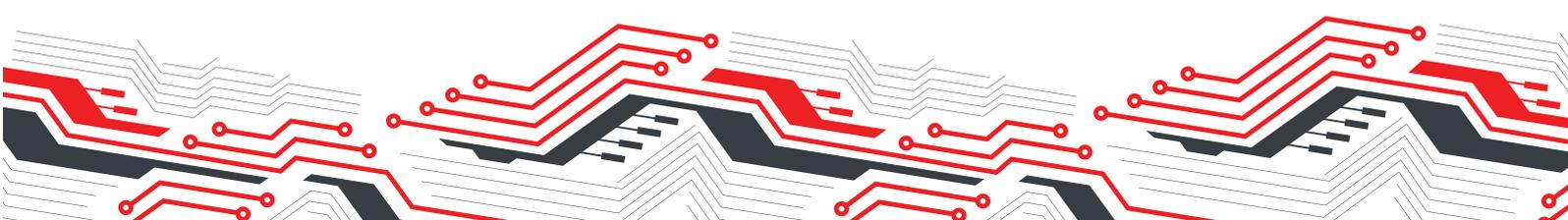
6. The Buyer's rights

The Buyer has the right to use the tokens in accordance with the Rules.

7. The Buyer's obligations

The Buyer is obliged to:

— prior to the conclusion of this Agreement on his own (first-hand) become acquainted with the terms of the Agreement and Program Rules, understand them, and if any of the terms and conditions of the Agreement or the Rules is not clear to the Buyer, require clarification of these conditions by the Seller's officers from the technical and informational support;

— pay for ErmaCoin-tokens in the manner and within the period provided for in Clause 3 of this Agreement;

— for the implementation of the rights granted under this Agreement, act in accordance with the provisions established by the Rules;

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— pay the taxes related to the conclusion and execution of this Agreement.

8. The Seller's rights

The Seller has the right to refuse to transfer tokens to any Buyer and/or block access to the Buyer's Personal account in the Program in the following cases:

a) if the authentication and/or authorization of the Buyer is incomplete or the Seller has reason to believe that the authentication and/or authorization of the Buyer was performed improperly;

b) if any technical faults emerged by the Seller;

c) if actions of the Buyer violate this Agreement.

The Seller has the right to disclose information to the Buyer only in accordance with the legislation of the Russian Federation.

9. The Seller's obligations

The Seller is obliged to transfer the tokens to the Buyer within 48 hours after receipt of full payment of the amount (these obligations are mutual).

Fact of transfer of tokens shall be confirmed by crediting them to the balance of the Buyer's Personal account.

The Seller is obliged to ensure the exercising of the Buyer's rights arising out of this Agreement, in accordance with the procedure defined in the Rules.

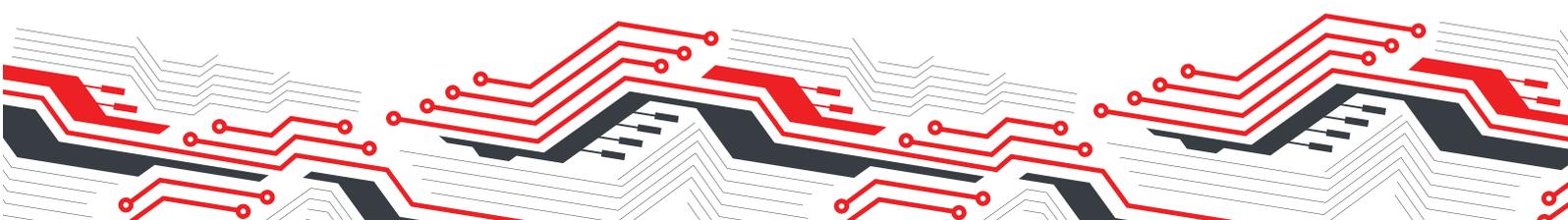## 10. Protection of information

Confidentiality

The Buyer is obliged to respect the confidentiality of registration information of his technological accounting tool, that provides access to management or restoration of access. The Seller shall respect the privacy of his Buyers. Any information provided by the Buyer and stored on the Seller's servers shall not be disclosed and passed to third parties unless required by the official bodies in accordance with the legislation of the Republic of Estonia.

11. No Warranty

The Buyer understands, accepts and agrees that he must evaluate all the risks associated with the use of tokens, the Buyer bears all the risks of any use and (or) inability to use of the rights granted by tokens. The Buyer explicitly recognizes and agrees that he receives the goods/works/services provided by the Seller and the partners of the program at his own risk. The Seller explicitly refuses any explicit or implied warranties in relation to the goods/works/services provided by the partners of the program. The Seller makes no assurances regarding the quality, accuracy, reliability, completeness or legality of any goods/works/services provided by the partners of the program.

12. Duration of the Agreement

The procedure for conclusion, amending and breaking the Agreement. The Agreement shall be deemed to have been executed and comes into effect from the moment of commissioning of

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actions (acceptance) by the Buyer, envisaged in the Offer and which signifies unconditional acceptance of the terms and conditions of the Agreement by the Buyer and adherence to all conditions of the Offer without any change, deletion or restrictions. If the Buyer does not accept in full the terms of the Offer, the Acceptance of the Offer is prohibited. The conclusion of this Agreement shall be effected by the accession to the terms of this Offer and acceptance of the offer (acceptance). Unconditional acceptance (acceptance) of the terms of this Offer shall be the acceptance of its terms and conditions by completing the online form of purchase on ERMAK.IO website and performing the payment.

13. Additional terms and conditions

If any provision of this Agreement becomes invalid, this shall not affect the validity of the remaining provisions. The parties agreed to consider this Agreement as a document prepared in writing fulfilling all requirements of the law provided for such agreements. The parties independently shall pay all taxes and other obligatory payments to the budget, resulting from their activities on execution of this Agreement.

The Seller has a right to send information messages and notifications to the Buyer by email, ordinary mail or by posting of information on his website; such notifications, messages are recognized duly made for the purposes of this Agreement. Integrity of the Agreement. The Agreement constitutes the entire understanding between the Seller and the Buyer. The Seller does not assume any conditions and obligations with respect to the subject matter of the Agreement, except as expressly specified in the Agreement.

14. Settlement of disputes

Disputes arising from the execution of the Agreement shall be settled using the complaint procedure. The claim shall be submitted to the Seller in writing supported by the documents substantiating it. The submitted claim is considered by the Seller within a period of not more than 30 (thirty) working days.

15. Details

Santigold OU (registry code 14505778) located at Tallin, Lasnamae Iinnaosa, Punane tn 56, 13619.