

QZ PURCHASE PUBLIC OFFER

City of Moscow

30.04.2018

I undertake and agree with the following conditions of this Public Offer at the time of purchase and any subsequent use of the QZ digital asset on unconditional basis.

This document is an official offer (public offer) of Efir Development Limited Liability Company (PSRN: 1175029028976), represented by Mr. Denis Khanifovich Shayakhmetov, General Director, acting pursuant to the Articles of Association (hereinafter “the Company”), to Article 435 and Article 437, Russian Civil Code, to conclude the QZ Digital Asset Exchange Contract (hereinafter “the Contract”) upon the conditions below. This Offer targets both individuals and legal entities.

1. Terms and Definitions

- 1.1. QZ (Privat QZ, Pre-QZ) is a digital asset expressed as a cipher algorithm in a decentralized distributed database and confirming the entitlement to purchase services from third parties using the Efirplatform for the amount corresponding to QZ value. QZ is neither a currency nor security nor payment instrument in the Russian Federation and abroad.
- 1.2. Conventional Cryptocurrency Unit means the digital asset (Bitcoin (BTC), Ethereum (ETH), the proprietary value of which is determined by the Parties hereunder.
- 1.3. Contract means the contract concluded pursuant to Article 421, Russian Civil Code, on mutual provision of digital assets by the parties. The Contract is deemed fulfilled upon transfer by the Parties of the digital assets specified in the agreement to e-purses of the Parties.
- 1.4. Company means Efir Development LLC (hereinafter “the Company”), the Platform author and the person carrying out technical support of its operation.

- 1.5. QZ Purchaser (hereinafter “the Purchaser”) means the individual and/or legal entity that transfers digital assets to the Company as Conventional Cryptocurrency Units in response to the Company’s provision of QZ digital asset.
- 1.6. E-purse means the interface provided by Ethereum service and enabling to remit QZ to other Platform users via computers and mobile devices.
- 1.7. Platform means an e-platform based on a decentralized distributed database and enabling users to have access to <https://efir.io> website services and options according to the User Agreement concluded between the Community Participants and the Company.
- 1.8. Community means the system of private legal relations established among participants on the Platform. In the Community, market game rules are established, mutual services can be provided, QZ may be exchanged and/or disposed of, in connection with business operations carried out by individual participants and the purchase of services from them by other participants, based on the rules established in the User Agreement and by the Community.
- 1.9. Community Participant means a person that orders advertising services or provides its advertising creation services, that places its service offer or request on the Platform.

2. Subject Matter

- 2.1. The Company undertakes to transfer QZ to the Purchaser, and the Purchaser undertakes to transfer the Conventional Cryptocurrency Units to the Company and accept QZ according to the provisions hereof.
- 2.2. The Company shall exchange Privat-QZ for QZ in the main round of exchanging QZ for the Conventional Cryptocurrency Units at a 75% bonus.
- 2.3. The Company shall exchange Pre-QZ for QZ in the main round of exchanging QZ for the Conventional Cryptocurrency Units at a 50% bonus.
- 2.4. The Parties have agreed that the value per QZ is one ETH and is calculated in Russian rubles on <https://efir.io> as of the time when the Buyer pays for QZ.

2.5. The price for the Conventional Cryptocurrency Unit shall be determined in Russian rubles and calculated at the rate quoted as of the transfer date on the following websites:

2.5.1. ETH – <https://www.kraken.com/>

2.6. The proprietary value of the Conventional Cryptocurrency Unit shall be recognized pursuant to the agreement between the Parties only and shall not be regarded by the Parties as an instrument of payment.

2.7. The Parties shall be free not to conclude this Contract if they disagree with the conditions of and procedure for evaluation of the Conventional Cryptocurrency Unit and QZ.

3. General Provisions

3.1. Actual and mutual remittance of the digital assets quantity agreed upon by the Company and the Purchaser (hereinafter “the Parties”) to e-purses shall be the time of the Purchaser’s full and unconditional acceptance of the Company’s offer to conclude the Offer Contract (the offer acceptance).

3.2. Holding the digital assets (QZ) shall not provide any direct or indirect rights, except for the right to use QZ as exchange for the Partners’ services, obtaining of which is facilitated via the Platform.

3.3. QZ digital asset shall not be subject to any exchange, except for the exchange for the Platform Partners’ services. QZ holders shall not expect any entitlement to manage the Company or to influence the Company’s management, the intellectual property rights to the Platform or any other involvement in the Company’s affairs in connection with QZ purchase, except for the rights related to obtaining of services from the Company’s Partners.

3.4. The Company shall create and develop the Platform according to Russian law. However, the Company cannot guarantee that its operations will comply with laws of any other jurisdictions. Consequently, the Company shall not be liable for any potential violations of other countries’ law.

3.5. By accepting this Offer, the Purchaser consents to all risks specified in Clause 6 hereof.

- 3.6. The QZ quantity purchased shall be defined and accrued upon the money collection at the maintoken exchange phase. The money collection completion at the main token exchange phase shall be one of the following: collection of the money equal to 15000 eth or June 30, 2018, whichever is earlier.
- 3.7. The Company shall, as part of ETH exchange for QZ, distribute 60,000,000 QZ among the persons participating in the pre, private and main token exchange, the respective bonuses included. The Purchaser shall reserve QZ using the form available at <https://exchange.efir.io/accounts/login/>. The Purchaser shall, in exchange for providing the following details: ID, E-mail, etc wallet, receive the smart contract address via the personal account form and shall send ETH thereat.
- 3.8. The Company shall pay all necessary taxes, by taking the amount in Russian rubles that corresponds to the value of cryptographic asset units the Company has received as of the time of mutual consideration transfer as the taxable base.

4. Representations and Guarantees

- 4.1. By purchasing QZ, you represent and guarantee as follows:
 - 4.1.1. You have never been subject to any money laundering investigation under any country law.
 - 4.1.2. You have never been subject to any sanctions according to US, EU law, UN and/or OFAC regulations and/or other local regulations.
 - 4.1.3. You accept the Offer and the Privacy Policy.
 - 4.1.4. You have legal capacity to purchase QZ.
 - 4.1.5. You have obtained sufficient information about the digital assets to be purchased and are well aware of exchange of Private-QZ, Pre-QZ for QZ.
 - 4.1.6. You understand that QZ confer only the right to receive the third parties' Services on the Platform and confer no other rights with respect to the Platform and/or the Company.
 - 4.1.7. You will comply with any applicable tax obligations in your jurisdiction arising out of QZ purchase and QZ exchange for the Community Participants' services.

- 4.1.8. You understand that QZ are available for purchase in order to pre-pay for the Community Participants' service through the Platform. You are not acquiring QZ with a view to make profit from potential appreciation of QZ themselves. QZ do not represent an investment contract or investment of money in a joint enterprise with an expectation of profits from entrepreneurial or managerial efforts of the Company. All investment decisions are made directly by you as the holder of QZ, independent of the opinion/ actions of other holders of QZ or the Company.
- 4.2. You shall comply with local laws governing crypto assets and participation in crypto asset purchases in your jurisdiction.
- 4.3. You understand that QZ may be volatile and not appreciate.
- 4.4. You understand that the Platform is being developed and may undergo drastic changes before release.
- 4.5. You understand that the market is changing constantly and significantly, that the market understanding and expertise are growing, which is likely to influence the Platform development plans. The current Platform development plans may and are likely to be adopted to meet the new market challenges and trends.
- 4.6. You abandon the right to be involved in legal or arbitration proceedings with respect to any person or company related to QZ creation.
- 4.7. You are an expert in blockchain and crypto asset protection technologies.

5. Rights and Obligations of the Parties

5.1. Purchaser's obligations:

- 5.1.1. The Purchaser shall, as part of mutual consideration, remit the Conventional Cryptocurrency Units to the Company's e-purse, in the quantity and the volume equivalent to the value of QZ purchased.
- 5.1.2. Be honest in purchasing QZ and not mislead the Company as to the representations and guarantees provided under Section 4 hereof.
- 5.1.3. Pursuant to Part 4, Article 421, Russian Civil Code, the rights and obligations of QZ Purchaser shall be defined in this Contract as well as the User Agreement and the Community Rules.

- 5.2. Company's obligations:
- 5.3. The Company shall transfer QZ to the Purchaser after the Conventional Cryptocurrency Units have been remitted to its e-purse according to Clauses 2.1 to 2.3. hereof.
- 5.4. The Company's rights and obligations to maintain and use the Platform's options shall be defined in the User Agreement concluded between the Parties and the Community Rules.

6. Limitation of Liability

- 6.1. In no event shall be the Company and its representatives be liable to the Purchaser or any third parties for any indirect, occasional, non-deliberate damage, including loss of revenues or lost data, harm to honor, dignity or business reputation, in connection with QZ purchase and the use of the Platform, the Platform content or other materials, which have become accessible to you or other persons via the Platform.
- 6.2. The Company shall not be liable for the Purchaser's loss of access to the purse and Privat-QZ, Pre-QZ and QZ available in it through the Purchaser's own fault, in particular, due to any technical failure, error of, or the computer virus attack to, the Purchaser's hardware, as well as the Purchaser's loss or disclosure of its private key to this purse to third parties.
- 6.3. The Company shall not be liable for the impossibility to use the purchased QZ due to legal changes or direct prohibition on the use of the distributed register technology, blockchain technology in the country where the Purchaser resides.
- 6.4. The Company shall not be liable for the Purchaser's losses in connection with change in the price of QZ digital asset. The Purchaser confirms that he/she is aware of the QZ price change risk, in particular, due to changes in ETH rate, to which the QZ value is linked. By joining to this agreement, the Purchaser agrees with the price for QZ, which is posted at <https://efir.io> at the time the Conventional Cryptocurrency Units are remitted as part of mutual consideration.
- 6.5. The Company shall not be liable for the Purse's non-accessibility to the Purchaser as a result of a hacker attack, the Platform susceptibility or technological failure.

- 6.6. The Company shall not be liable for the Purchaser's loss of money resulting from the Purchaser's refusal to accept the Platform technical updates, which leads to the Purchaser's loss of access to the full Platform functions or loss of access to the Purse.
- 6.7. The Company shall not be liable for the Purchaser's losses related to the changed price for QZ digital asset. The Purchaser confirms he/she is aware of the QZ price risk.

7. Force Majeure Events

- 7.1. Neither Party shall be liable for failure to perform or to fully perform its obligations hereunder, if such failure results from force majeure events that occur after entering into this Contract as a result of the extraordinary circumstances that the Parties can neither prevent nor predict, including, but not limited to, natural and man-made disasters, flood and fires, other natural disasters, prohibitions and limitations imposed by competent government authorities, hostilities and civil unrest, acts of terrorism, electronic equipment and communications failures, which constitute extraordinary and unpreventable circumstances for the party.
- 7.2. If the circumstances described in Clause 5.1 hereof occur, the period for performance by the Party of its obligations hereunder shall be postponed pro rata the duration of these circumstances and/or their consequences.

8. Dispute Settlement

- 8.1. All disputes related to conclusion, interpretation, performance and termination of the Contract shall be settled by the Parties by negotiations, by sending the respective claim and receipt of the response thereto within Thirty (30) days from delivery. The claim shall indicate the respective violation, its summary and legal substantiation.
- 8.2. If any dispute, difference or claim arising out of or in connection with this Contract, in particular, the one pertaining to its violation, termination or invalidity, cannot be settled by negotiations, it shall be referred to and finally settled by the arbitration court in accordance with IACC Arbitration Rules

(https://github.com/Cryptonomica/arbitration-rules/tree/master/Arbitration_Rules/IACC) in the version in effect at the time of the claim filing.

8.3. Unless the Parties otherwise agree upon in writing:

8.3.1. The language to be used in arbitration proceedings shall be English.

8.3.2. The arbitration court shall make a judgment *ex aequo et bono*.

9. Final Provisions

9.1. This Contract shall be governed by Russian law as concerns non-mentioned contracts (Article 421, Russian Civil Code).

9.2. If, for any reasons whatsoever, one or more provisions of this Contract is/are recognized invalid, null, void or unenforceable, this shall not influence the validity and applicability of the rest of provisions hereof.

9.3. The Company's failure to act in case of the Purchaser's violations hereof shall not deprive the Company of the right to take the respective steps to defend its interests later nor shall it mean the Company's waiver of its rights in case of subsequent breaches.

9.4. The Parties (and their representatives) confirm that their legal capacity is not restricted, their legal competency is neither cancelled nor limited, they do not suffer from any diseases preventing them from understanding the subject matter of the Contract they conclude, they are of sound mind before and at the time of the Contract signature, understand their actions, are responsible for them and direct them, are not influenced by misrepresentation, fraud, coercion, threat, malevolent conspiracy of either Party with the other Party or third parties or by occurrence of extremely burdensome circumstances that force them and/or either Party to enter into this transaction.

9.5. This Contract is made in Russian and English. If there is a discrepancy between the Russian version of the Contract and its version in any other language, the Russian version hereof shall prevail.



CONTACTING US

Please contact us by e-mail: <mailto:mexchange@efir.ioa>

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