

TERMS AND CONDITIONS RELATING TO PRESALE OF HOLOFUEL

Last updated: 16 August 2019

PLEASE READ THESE TERMS AND CONDITIONS (“**T&Cs**”) CAREFULLY. BY MAKING A CONTRIBUTION TO HOLO LIMITED (“**HOLO**”) FOR THE PURCHASE OF HOLOFUEL™ DURING THE PRESALE, YOU WILL BE BOUND BY THESE T&Cs AND ALL TERMS INCORPORATED HEREIN BY REFERENCE.

BY ACCEPTING THESE T&Cs, YOU WILL BE ENTERING INTO A BINDING AGREEMENT WITH THE COMPANY. THESE T&Cs CONTAIN PROVISIONS WHICH AFFECT YOUR LEGAL RIGHTS. NOTE THAT CLAUSE 23 CONTAINS A BINDING ARBITRATION CLAUSE. IF YOU DO NOT AGREE TO ANY OF THE TERMS SET OUT IN THESE T&Cs, YOU BELIEVE THAT ANY TERMS SHOULD NOT APPLY TO YOU, OR YOU WISH TO NEGOTIATE THESE TERMS, DO NOT MAKE A CONTRIBUTION FOR THE PURCHASE OF HOLOFUEL™ AND IMMEDIATELY NAVIGATE AWAY FROM THE COMPANY’S WEBSITE.

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).

1. PARTIES TO THESE T&Cs

1.1. Regenerative Software LLC (“**Company**”) is a Colorado Limited Liability Company and has been given the exclusive right by Holo Limited, a Liechtenstein based company, to resell HoloFuel™ (defined below) during the Contribution Period (defined below). References in these T&Cs to “Regenerative”, “Company”, “we”, “our” or “us” shall be to Regenerative Software LLC and their respective successors in interests and assigns.

1.2. References in these T&Cs to “Contributor”, “your” or “you” are to the person/entity who accepts these T&Cs and agrees to and makes a contribution to the HoloFuel presale as set out in and on the terms of these T&Cs. You and the Company shall together be referred to as the “Parties” and references to a “Party” shall be to the relevant one of them as the context requires.

1.3. If you have any questions relating to these T&Cs, please contact us at info@regenerativesoftware.com

2. PROHIBITED JURISDICTIONS

2.1. RESIDENTS AND CITIZENS OF KUWAIT, NORTH KOREA, SINGAPORE, CUBA, IRAN, SYRIA, CRIMEA REGION (UKRAINE) AND CHINA (EXCEPT FOR HONG KONG, TAIWAN AND MACAU) (THE “PROHIBITED JURISDICTIONS”) ARE STRICTLY PROHIBITED FROM PARTICIPATING IN THIS OFFERING.

3. NOTICE TO RESIDENTS OF THE UNITED STATES

3.1. THE COMPANY DOES NOT BELIEVE THAT HOLOFUEL IS A “SECURITY” OR REGULATED INVESTMENT INSTRUMENT UNDER U.S. OR ANY OTHER COUNTRY’S LAWS. HOWEVER, THE OFFER AND SALE OF HOLOFUEL HAS NOT BEEN REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED (THE “SECURITIES ACT”), OR UNDER THE SECURITIES LAWS OF ANY STATE. OUT OF AN ABUNDANCE OF CAUTION, THE COMPANY IS TAKING THE POSITION THAT HOLOFUEL MAY NOT BE OFFERED, SOLD OR OTHERWISE TRANSFERRED, PLEDGED OR HYPOTHECATED EXCEPT AS PERMITTED UNDER THE ACT AND APPLICABLE STATE SECURITIES LAWS PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT OR AN EXEMPTION THEREFROM.

4. NOTICE TO RESIDENTS OF CANADA

4.1. UNLESS PERMITTED UNDER SECURITIES LEGISLATION, A HOLDER OF HOLOFUEL MUST NOT TRADE THE SECURITY BEFORE THE DATE THAT THE ISSUER BECOMES A REPORTING ISSUER IN ANY PROVINCE OR TERRITORY.

YOU AND THE COMPANY HEREBY AGREE AS FOLLOWS:

5. The Company’s Exclusive Rights to Pre-sell HoloFuel:

5.1. The Company has been granted, by Holo, Limited a Gibraltar based company, the exclusive rights to resell a predefined allocation of HoloFuel (defined below). This right is limited to the Contribution Period (defined below) and other limitations defined below.

5.2. IMPORTANT: The Company is not responsible for the development of the Holo Platform or the development of HoloFuel. The Company is only acting as a reseller of HoloFuel.

5.3. As Contributors (defined above) you agree that all funds raised during the Contribution Period will be used for R&D and Operating Expenses related to the development of the proposed Holochain Protocol, Holo Platform, Holoports and HoloFuel.

5.4. For a more detailed description of the proposed Holochain Protocol, the Holo Platform, HoloFuel, and the Holo Limited’s intended development activities, please refer to the following documentation (collectively referred to as the “Project Documentation”):

5.4.1. the Holochain website at <https://holochain.org/> (the “Holochain Website”)

5.4.2. the Holochain White Paper (a copy of which is available at <https://holochain.org/whitepaper> (the “Holochain White Paper”));

5.4.3. the Holo website at <https://holo.host/> (the “Company’s Website”);

5.4.4. the Holo Green Paper (a copy of which is available at: <https://holo.host/greenpaper>) (the “Holo Green Paper”); and

5.4.5. the Holo Currency Paper (a copy of which is available at: <https://holo.host/currencypaper>) (the “Holo Currency Paper”),

5.5. The information contained in the Project Documentation is of a descriptive nature only, is not binding and does not form part of these T&Cs.

6. Scope of T&Cs

6.1. Save as otherwise set out in these T&Cs, these T&Cs (including any terms incorporated herein by reference) govern only your contribution to the Company for the pre-purchase of HoloFuel during the Contribution Period (defined below) and these T&Cs do not govern any intended future use of HoloFuel.

6.2. Any potential future use of HoloFuel on the Holo Platform shall be subject to and governed by such other applicable terms, conditions and policies relating to the use of the Holo Platform (the “Platform Terms”). Such Platform Terms will be made available to Holo Platform’s users, if and when the Holo Platform is successfully developed and deployed by Holo Limited.

7. Contribution Period

7.1. Contributions may be made during a defined period of time (the “Contribution Period”).

7.2. The Contribution Period shall commence on May 21, 2018 at 10:00AM GMT and shall conclude on the earlier of:

7.2.1. The Company receiving the equivalent of a cap of US\$1,000,000 of contributions to purchase HoloFuel; or

7.2.2. June 15, 2018 at 10:00 am GMT,

7.3. On conclusion of the Contribution Period, whether pursuant to Clause 7.2.1 or 7.2.2, no further contributions shall be accepted by the Company in this Offering.

8. Holo Fuel Price & Maximum Contribution Amount

8.1. During the Contribution Period, the price per HoloFuel will be denominated in USD and shall be US\$1.00 per 8,145 units of HoloFuel.

8.2. The maximum contribution that each Contributor shall be able to make for the pre-purchase of HoloFuel during the Presale shall be limited to US\$1,000.

9. Eligibility and Right to Request Information

9.1. To participate in this offering, you must previously have participated in the “Indiegogo Campaign” where you had purchased HoloPorts, developer trainings and other perks. When participating in the “Indiegogo Campaign” you must have entered your name, email and address.

9.2. Without prejudice and in addition to the requirements set out in this T&C, we may (in our sole and absolute discretion), either before you are able to make a contribution or at any time after making a contribution:

9.2.1. request you to provide further information and documentation for the purposes of complying with any “know your customer” or similar obligations to which we may be subject; and

9.2.2. determine that it is necessary to obtain certain other information about you in order to comply with applicable laws and regulations in connection with the creation and issue of HoloFuel to you.

9.3. You agree that you shall, promptly upon our request, supply such information and documentation as may be reasonably requested by us in order for us to:

9.3.1. carry out, to our satisfaction, all necessary “know your customer” and other similar checks which we may be obliged to perform; and

9.3.2. ensure, to our satisfaction, that we have complied with all applicable laws and regulations in connection with the creation and issue of HoloFuel to you as contemplated by these T&Cs.

9.4. You acknowledge and accept that we may refuse or reject any Contributions for the purchase of HoloFuel until:

9.4.1. you have provided all information and documentation that we may request; and

9.4.2. we have determined that it is permissible to create and issue HoloFuel to you under applicable law.

9.5. If we refund your contribution we will notify you via email and return your contribution via bank transfer using the bank account the funds originated from.

10. Method of Contribution

10.1. Prospective Contributors will have the opportunity to pre-purchase HoloFuel during the Contribution period as manner described below:

10.2. Prospective Contributors will be notified that the Contribution Period is open via email.

10.3. Prospective Contributors may contribute either by clicking the link in the email which pre-populates the user's unique authorization token, or by clicking the generic link and pasting the unique authorization token into the box provided.

10.4. Prospective Contributors then agree to the Terms and Conditions.

10.5. Prospective Contributors will set the amount of the pre-purchase up to \$1000.00.

10.6. Finally, Prospective Contributors will receive instructions on how to make payment through your bank. Contributions can only be made via bank transfer.

10.7. Contributors that send contributions:

10.7.1. other than as described in this clause 10; or

10.7.2. to any third-party website, wallet, address, bank account, service or smart contract that offers or claims to offer HoloFuel in the manner described in, risk losing their entire contribution and

10.7.3. Holo Limited nor the Company shall be responsible or liable for recovering or returning any such contributions to the Contributor,

10.7.4. nor shall Holo Limited or the Company be responsible or liable for any losses incurred by the Contributor in this respect.

11. Transfer & Voucher for Holo Fuel

11.1. Within 72 hours following receipt of your contribution, the Company shall send you an email (to the address provided by you as part of the IndieGoGo Campaign) confirming receipt of your contribution ("Confirmation Email").

11.2. Provided you have not exercised your right to claim a refund during the Refund Period pursuant to the Refund Clause in this T&C, the Company shall, following the expiry of the Refund Period, and no later than the day of live launch of HoloFuel, send you a subsequent email with an encrypted ("Voucher"). The Voucher will contain details of the HoloFuel that you are entitled to and which shall be deposited into your account upon redemption of the voucher, at such time that the Holo Platform is deployed with HoloFuel. The Voucher may be used to verify your contribution and to enable the Company to credit your Holo account.

11.3. We reserve the right to prescribe additional conditions relating to the issue of HoloFuel to you at any time acting in our sole and absolute discretion.

11.4. You shall be solely responsible for storing the Voucher and implementing all reasonable and appropriate security measures for its safekeeping, including any requisite credentials necessary to access the applicable storage mechanism.

12. Refunds, Refusals, Suspension and Termination of Contributions

12.1. The Company has imposed a maximum aggregate contribution cap of the equivalent of US\$1,000,000.

12.2. You shall be entitled to claim a refund of your contribution within 14 (fourteen) days starting from the date on which you receive the Confirmation Email (the "Refund Period") by emailing the team at support@regenerativesoftware.com with the subject Refund outlining your reasons for wanting a refund in the body of your email. In the event you exercise your right to claim a refund pursuant to this clause, the agreement created by virtue of your acceptance of these T&Cs shall automatically terminate and cease to have effect. On termination, each Party shall be released from having to perform their responsibilities and obligations under these T&Cs.

12.3. If:

12.3.1. you exercise your right to claim a refund during the Refund Period;

12.4. The Company shall, within a reasonable period of time, exercise reasonable efforts to return the contribution via the original method used to make the contribution. However, you acknowledge and accept that due to administrative expenses that we may incur in returning the contribution, you are unlikely to receive an amount equivalent to your contribution and that such refunded amount may be lower than the amount so contributed by you.

12.5. On expiry of the Refund Period, your contribution shall immediately become the sole and exclusive property of the Company. The application of your contribution shall be determined by us acting in our sole and absolute discretion and we shall be under no obligation to inform you or otherwise verify how your contribution is used.

12.6. The Company reserves the right to refuse or reject any prospective Contributor at any time in our sole and absolute discretion. To the extent that we refuse or reject a contribution, we will exercise reasonable efforts to return the original contribution to the Contributor. However, we do not warrant, represent or offer any assurances that we will successfully be able to recover and/or return any such contributions.

12.7. Subject to the foregoing provisions of this clause and except to the extent required by applicable law, all contributions received by the Company under these T&Cs are final and Contributors shall not be entitled to claim any refund or reimbursement of contributions from us.

12.8. At any time prior to satisfaction of the Completion Conditions, the Company may either temporarily suspend or permanently abort the Presale for security reasons or other reasons which risk the integrity of the Presale, as determined by the Company in its sole and absolute discretion. Any suspension or abort of the Presale shall be deemed to commence from the moment that the Company publishes a notice to that effect on the Company's Website.

12.9. During any period of suspension or in the event that the Contribution Period is aborted, we will no longer be able to receive and accept contributions. Contributors who send us contributions after we publish a notice that the Presale has been suspended or aborted in accordance with this clause risk losing their entire contribution and we shall not be responsible or liable for recovering or returning any such contributions to the Contributor nor shall we be responsible or liable for any losses incurred by such Contributors in this respect. Contributors are therefore strongly advised to check the Company's Website before sending a contribution to the Smart Contract System.

13. Functionality of Holo Fuel

13.1. Ownership of HoloFuel carries no rights, whether express or implied, other than a limited potential future right or expectation to use HoloFuel to purchase hosting and/or services made available on the Holo Platform (as further described in these T&C's and the attached Schedule 1 and 2), if and to the extent that the Holo Platform is successfully developed and deployed. Any potential future right or expectation relating to redemption of HoloFuel and/or the use of HoloFuel on the Holo Platform shall be subject to any restrictions and limitations set out in these T&Cs and/or the Platform Terms (as applicable).

13.2. You acknowledge and accept that by making a contribution to the Company under these T&Cs, you are not acquiring, purchasing or otherwise obtaining:

13.2.1. any ownership right or stake, share, equity, security, commodity, bond, debt instrument or any other financial instrument or investment carrying equivalent rights;

13.2.2. any right to receive future revenues, shares or any other form of participation or governance right from, in or relating to Regenerative Software LLC or Holo Limited

13.2.3. any form of money or legal tender in any jurisdiction, as HoloFuel do not constitute any form of money or a representation of money (including electronic money); or

13.2.4. the provision of any goods and/or services as at the date that these T&Cs form a binding agreement between the Parties.

13.3. Protections offered by applicable law in relation to the acquisition, storage, sale and/or transfer of the instruments and/or investments referred to in clause 13 shall not apply to any contribution made under these T&Cs for the acquisition of HoloFuel or to your storage, sale and/or transfer of HoloFuel.

13.4. The Company makes no warranties or representations and offers no assurances (in each case whether express or implied) that HoloFuel shall confer any actual and/or exercisable rights of use, functionality, features, purpose or attributes in connection with the Holo Platform.

14. Contributor's Representations and Warranties

14.1. By participating in the Presale and sending a contribution to the Company, you hereby represent and warrant the matters set out in Schedule 2 to these T&Cs.

15. Risks

15.1. You acknowledge and agree that sending a contribution to the Company, the creation and issue of HoloFuel and the development and deployment of the Holo Platform carries significant financial, regulatory and reputational risks, including but not limited to those set out in Schedule 3 to these T&Cs.

15.2. BY MAKING A CONTRIBUTION AND ACCEPTING THESE T&Cs YOU EXPRESSLY ACKNOWLEDGE, ACCEPT AND ASSUME THE RISKS SET OUT IN SCHEDULE 3 TO THESE T&Cs.

16. Intellectual Property

16.1. In this clause, "Company's IP Rights" means in relation to Regenerative Software LLC, Holo Limited., HoloFuel, the Presale, the Holo Platform, Holochain Protocol and the Project Documentation, all:

16.1.1. patents, inventions, designs, copyright and related rights, database rights, knowhow and confidential information, trademarks and related goodwill, trade names (whether registered or unregistered), and

16.1.2. rights to apply for registration; all other rights of a similar nature or having an equivalent effect anywhere in

16.1.3. the world which currently exist or are recognised in the future; and

16.1.4. all applications, extensions and renewals in relation to any such rights.

16.2. Except as expressly set out in these T&Cs, you are not entitled, for any purpose, to any of the Company's or Holo Limited's IP Rights. We shall at all times retain ownership, including all rights, title and interests in and to the Company's IP Rights and you understand and accept that by making a contribution for the purchase of HoloFuel pursuant to these T&Cs you shall not:

16.2.1. acquire or otherwise be entitled to any of the Company's IP Rights;

16.2.2. make a claim in respect of any of the Company's IP Rights or any other equivalent rights; or

16.2.3. use, attempt to use, copy, imitate or modify (whether in whole or in part) any of the Company's IP Rights, except with our prior written consent.

17. Indemnity

17.1. To the fullest extent permitted by applicable law, you will indemnify, defend and hold harmless the Company and our respective past, present and future employees, officers, directors, contractors, consultants, equity holders, suppliers, vendors, service providers, parent companies, subsidiaries, affiliates, agents, representatives, predecessors, successors and assigns (the "Company Indemnified Parties") from and against any and all claims, demands, actions, damages, losses, costs and expenses (including reasonable professional and legal fees) that arise from or relate to:

17.1.1. your acquisition. or use of HoloFuel under these T&Cs;

17.1.2. the performance or non-performance of your responsibilities or obligations under these T&Cs;

17.1.3. your breach of any of the terms and conditions set out in these T&Cs; or

17.1.4. your breach of any rights of any other person or entity.

17.2. The Company reserves the right to exercise sole control over its defense, at your sole cost and expense, of any claim subject to an indemnity set out in clause 17.

17.3. The indemnity set out in this clause is in addition to, and not in lieu of, any other remedies that may be available to the Company under applicable law.

18. Disclaimers

18.1. To the fullest extent permitted by applicable law and except as otherwise specified in writing by us:

18.1.1. HoloFuel are sold on an “as is” and “as available” basis, without any warranties or representations of any kind, and we expressly disclaim all warranties and representations relating to HoloFuel (whether express or implied), including, without limitation, any implied warranties of merchantability, fitness for a particular purpose, title and non-infringement;

18.1.2. we do not represent or warrant that HoloFuel will be reliable, current or defect-free, meet your requirements, or that any defects will be corrected; and

18.1.3. we cannot and do not represent or warrant that HoloFuel or the delivery mechanism for HoloFuel are free of viruses or other harmful components.

18.2. Neither these T&Cs nor the Project Documentation constitute a prospectus or offering document, and are not an offer to sell, nor the solicitation of an offer to buy any investment or financial instrument in any jurisdiction. HoloFuel should not be acquired for speculative or investment purposes with the expectation of making a profit on immediate or future resale.

18.3. No regulatory authority has examined or approved any of the information set out in these T&Cs and/or the Project Documentation. No such action has been or will be taken under the laws, regulatory requirements or rules of any jurisdiction. The publication, distribution or dissemination of these T&Cs and/or the Project Documentation does not imply that applicable laws, regulatory requirements or rules have been complied with.

19. Limitation of Liability

19.1. To the fullest extent permitted by applicable law, in no circumstances shall:

19.1.1. the Company or any of the Company’s Indemnified Parties be liable for any direct, indirect, special, incidental or consequential loss of any kind (including, but not limited to, loss of revenue, income, business or profits, loss of contract or depletion of goodwill, loss of anticipated savings, loss of use or data, or damages for business interruption or any like loss) arising out of or in any way related to the acquisition, storage, transfer or use of HoloFuel or otherwise related to these T&Cs, regardless of the cause of action, whether based in contract, tort (including negligence), breach of statutory duty, restitution or any other legal or equitable basis (even if the Company or any of the Company’s Indemnified Parties have been advised of the possibility of such losses and regardless of whether such losses were foreseeable); and

19.1.2. the aggregate liability of the Company and the Company’s Indemnified Parties (jointly), whether in contract, tort (including negligence), breach of statutory duty, restitution or any other legal or equitable basis, arising out of or relating to these T&Cs or the use of or inability to use HoloFuel, exceed the amount of your contribution.

19.2. The limitations and exclusions of liability set out in this clause shall not limit or exclude liability for the gross negligence, fraud or intentional, willful or reckless misconduct of any

Company Indemnified Party, nor shall it limit or exclude any losses for which, as a matter of applicable law, it would be unlawful to limit or exclude liability.

20. Taxation

20.1. You are solely responsible for determining whether your contribution to the Company for the purposes described hereunder, the creation, ownership, use, sale, transfer or liquidation of HoloFuel, the potential appreciation or depreciation in the value of HoloFuel over time (if any), the issue of HoloFuel and/or any other action or transaction contemplated by these T&Cs or related to the Holo Platform will give rise to any tax implications on your part.

20.2. You are also solely responsible for withholding, collecting, reporting, paying, settling and/or remitting any and all taxes to the appropriate tax authorities in such jurisdiction(s) in which you may be liable to pay tax. The Company shall not be responsible for withholding, collecting, reporting, paying, settling and/or remitting any taxes (including, but not limited to, any income, capital gains, sales, value added or similar tax) which may arise from your contribution and acquisition of HoloFuel under or in connection with these T&Cs.

20.3. You agree not to hold the Company or any of the Company's Indemnified Parties liable for any tax liability associated with or arising from the creation, ownership, use or liquidation of HoloFuel or any other action or transaction related to the Holo Platform or the Presale.

21. Data Protection

21.1. As part of your participation we may require you to provide information and/or documents relating to (without limitation):

21.1.1. your identity;

21.1.2. your residential and/or business address;

21.1.3. the source of your wealth;

21.1.4. the source of funds used for the purposes of purchasing HoloFuel; and/or

21.1.5. any other documents or data from which you can be identified,

21.1.6. (together, your "Personal Data").

21.2. We will not disclose your Personal Data except as expressly permitted under these T&Cs and otherwise only with your prior consent. However, we may be required to disclose your Personal Data and/or certain other information about you to the extent required by applicable law or by an order of a court or competent governmental or regulatory authority. By accepting

these T&Cs, you expressly agree and consent to your Personal Data being disclosed to third parties to any extent required for the purposes of compliance with applicable law.

21.3. We shall process and protect your Personal Data in accordance with all applicable law, and you agree that we, as the data controller, may directly or through our service providers or agents process your Personal Data for any one or more of the following purposes:

21.3.1. the purchase of HoloFuel and the processing of transactions related to the Presale pursuant to these T&Cs;

21.3.2. providing you with information about us and our range of services;

21.3.3. compliance with any requirement imposed by applicable law or by an order of a court or competent governmental or regulatory authority;

21.3.4. management of enquiries and complaints;

21.3.5. opening, maintaining or operating a bank account in the Company's name;

21.3.6. subject to clause 18, resolving any Disputes (as such term is defined in clause 18.1 below) with you;

21.3.7. producing summary information for statistical, regulatory and audit purposes; and/or

21.3.8. any other reasonable purposes in accordance with applicable law.

21.4. You acknowledge, accept and understand that these T&Cs, insofar as they relate to the controlling and processing of your Personal Data by the Company, our agents and/or service providers, are only relevant to the processing of your Personal Data for the purposes set out in these T&C's. In order to access the Holo Platform and otherwise use and interact with the Holo Platform, you will be required to accept the Platform Terms which shall also set out the terms and conditions under which your Personal Data is collected, stored and processed (as well as your individual rights under applicable data protection laws) in connection with your use of the Holo Platform.

22. Dispute Resolution by Arbitration

22.1. PLEASE READ THE FOLLOWING CLAUSE CAREFULLY BECAUSE IT CONTAINS CERTAIN PROVISIONS, SUCH AS A BINDING ARBITRATION CLAUSE AND CLASS ACTION WAIVER, WHICH AFFECT YOUR LEGAL RIGHTS. THIS CLAUSE REQUIRES YOU TO ARBITRATE CERTAIN DISPUTES AND CLAIMS WITH THE COMPANY AND LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF FROM US.

23. Binding Arbitration.

23.1. 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 and the Company:

23.1.1. waive your and the Company's respective rights to have any and all Disputes arising from or related to these T&Cs resolved in a court, and

23.1.2. waive your and the Company's respective rights to a jury trial. Instead, you and the Company agree to 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).

24. No Class Arbitrations, Class Actions or Representative Actions.

24.1. Any Dispute arising out of or related to these T&Cs is personal to you and the Company and will be resolved solely through individual arbitration and will not be brought as a class or group arbitration, class or group 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.

25. Arbitration Rules.

25.1. Any dispute arising out of or in connection with these T&Cs, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration under the rules of the American Arbitration Association ("AAA Rules"), which are available at https://www.adr.org/sites/default/files/commercial_rules.pdf and are deemed to be incorporated by reference in this clause 20. By agreeing to be bound by these T&Cs, you either;

25.1.1. acknowledge and agree that you have read and understand the AAA Rules, or

25.1.2. waive your opportunity to read the AAA Rules and any claim that the AAA Rules are unfair or should not apply for any reason.

26. Notice; Informal Dispute Resolution.

26.1. 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 The Company shall be sent by e-mail to info@regenerativesoftware.com. Notice to you shall be sent to the email address provided as part of the IndieGogo Crowdfund. Your notice must include;

26.1.1. your name, postal address, email address and telephone number,

26.1.2. a description in reasonable detail of the nature or basis of the Dispute, and

26.1.3. the specific relief that you are seeking.

26.2. If you and the Company cannot agree how to resolve the Dispute within thirty (30) days after the date that the notice is received by the applicable Party, then either you or the Company may, as appropriate and in accordance with this clause, commence an arbitration proceeding or, to the extent specifically provided for in clause 26.1, file a claim in court.

27. Process.

27.1. The seat, or legal place, of arbitration shall be the United States. The arbitration will be conducted confidentially by a single arbitrator appointed in accordance with the ABA Rules. The language to be used in the arbitration proceedings shall be English. The governing law of these T&Cs shall be the substantive law of the State of Colorado and Colorado courts will have exclusive jurisdiction over any appeals and the enforcement of an arbitration decision.

28. Authority of Arbitrator.

28.1. These T&Cs, the applicable ABA Rules and the arbitrator will have;

28.1.1. the exclusive authority and jurisdiction to make all procedural and substantive decisions regarding a Dispute, including the determination of whether a Dispute may be subject to arbitration, and

28.1.2. 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 or class action, which is prohibited by these T&Cs. 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.

29. Severability of Dispute Resolution and Arbitration Provisions.

29.1. If any term, clause or provision of this clause is held invalid or unenforceable, it will be so held to the minimum extent applicable and required by law, and all other terms, clauses and provisions of this clause will remain valid and enforceable. Further, if any wavers set forth in

these T&C's are found to be invalid, they are severable from the other provisions of these T&Cs and will remain valid and enforceable, except as prohibited by applicable law.

30. Force Majeure

30.1. The Company shall not be held liable or responsible to the Contributor, or be deemed to have breached these T&Cs, for any failure or delay in fulfilling or performing its obligations under these T&Cs, if and to the extent such failure or delay is caused by, results from or is otherwise connected to acts beyond its reasonable control, including, without limitation: acts of God; flood, fire, earthquake or explosion; war, invasion, hostilities (whether war is declared or not), terrorist, hacking or cyber threats, attacks or acts, or other civil unrest; any laws, statutes, ordinances, rules, regulations, judgments, injunctions, orders and decrees; or action by any nation or government, state or other political subdivision thereof, any entity exercising legislative, regulatory, judicial or administrative functions of or pertaining to government, including, without limitation, any government authority, agency, department, board, commission or council.

31. Miscellaneous

31.1. We may amend these T&Cs from time to time, including where there are changes to the intended functionality of HoloFuel or as may be otherwise required by any laws or regulatory requirements to which we are subject. If we make any amendments to these T&Cs, we shall send you an email notification with the updated T&Cs and we will change the "Last Updated" date at the top of these T&Cs. Any amendments to these T&Cs shall become effective immediately upon your receipt of such email notification. It is your responsibility to regularly check your emails for any such notifications and updated T&Cs.

31.2. If any term, clause or provision of these T&Cs is found to be illegal, void or unenforceable (in whole or in part), then such term, clause or provision shall be severable from these T&Cs without affecting the validity or enforceability of any remaining part of that term, clause or provision, or any other term, clause or provision of these T&Cs, which shall remain in full force and effect.

31.3. These T&Cs constitute the entire agreement between the Parties in relation to its subject matter. These T&Cs replace and extinguish any and all prior agreements, draft agreements, arrangements, warranties, statements, assurances, representations and undertakings of any nature made by, or on behalf of the Parties, whether oral or written, public or private, in relation to that subject matter.

31.4. You acknowledge that by accepting these T&Cs, you have not relied on any oral or written statements, warranties, assurances, representations or undertakings which were or may have been made by or on behalf of the Company in relation to the subject matter of these T&Cs at

any time before your acceptance of them (“Pre-Contractual Statements”), other than those set out in these T&Cs. You hereby waive any and all rights and remedies which might otherwise be available in relation to such Pre-Contractual Statements.

31.5. Nothing in these T&Cs shall be deemed to create any form of partnership, joint venture or any other similar relationship between you and the Company and/or other individuals or entities involved with the development and deployment of the Smart Contract System and/or the Holo Platform.

31.6. These T&Cs and any dispute or claim arising out of or in connection with their subject matter or formation (including non-contractual disputes and claims) shall be governed by and construed in accordance with Colorado law.

SCHEDULE 1
INTENDED FUNCTIONALITY OF HOLOFUEL

Activity in the Holo Platform is intended to be performed primarily using HoloFuel. In that sense, HoloFuel's principal purpose is therefore to operate as an "in-app currency" for purchasing hosting services from hosts on the Holo Platform.

HoloFuel is not intended to have any functionality or utility outside the Holo Platform. The Holo Platform will therefore be structured as a "closed system" insofar as the redemption of HoloFuel for HoloFuel and the use of HoloFuel are concerned.

Further information about the intended functionality and use of HoloFuel and its interaction with the Holo Platform is set out in the Holo Green Paper.

POSSIBILITY OF CHANGE TO THE FUNCTIONALITY OF HOLOFUEL

PLEASE NOTE THAT WE ARE IN THE PROCESS OF UNDERTAKING A LEGAL AND REGULATORY ANALYSIS OF THE FUNCTIONALITY OF HOLOFUEL. FOLLOWING THE CONCLUSION OF THIS ANALYSIS, WE MAY DECIDE TO AMEND THE INTENDED FUNCTIONALITY OF HOLOFUEL IN ORDER TO ENSURE COMPLIANCE WITH ANY LEGAL OR REGULATORY REQUIREMENTS TO WHICH WE ARE SUBJECT. WE SHALL PUBLISH A NOTICE ON THE COMPANY'S WEBSITE OF ANY CHANGES THAT WE DECIDE TO MAKE TO THE FUNCTIONALITY OF HOLOFUEL AND IT IS YOUR RESPONSIBILITY TO REGULARLY CHECK THE COMPANY'S WEBSITE FOR ANY SUCH NOTICES. FOLLOWING THE CONCLUSION OF THIS ANALYSIS, WE WILL DECIDE WHETHER OR NOT TO CHANGE THE FUNCTIONALITY OF HOLOFUEL.

SCHEDULE 2
CONTRIBUTOR'S REPRESENTATIONS AND WARRANTIES

By making a contribution and accepting these T&Cs, you hereby represent and warrant that:

you have read and understood these T&Cs (including all the Schedules hereto);

you have the necessary authority and consent to accept these T&Cs, to enter into a binding agreement with Holo and to perform the obligations set out herein;

the acceptance of these T&Cs and the entry into a binding agreement with the Company shall not result in any breach of, be in conflict with, or constitute a material default under:

any provision of the Contributor's constitutional or organisational documents (in the case of a corporate entity including, without limitation, any company or partnership);

any provision of any judgment, decree or order imposed on the Contributor by any court or governmental or regulatory authority; and/or

any material agreement, obligation, duty or commitment to which the Contributor is a party or by which the Contributor is bound;

You acknowledge and agree that this private offering of HoloFuel is being made in the U.S. in a private placement pursuant to Rule 504 of Regulation D under the U.S. Securities Act of 1933, as amended. You hereby represent and warrant to the Company as follows:

You have a pre-existing relationship with management of the Company by virtue of participating in the IndieGoGo Crowdsale sale hosted by Ceptr LLC. The Company has entered into an agreement with Ceptr, LLC to fulfill on some portion of the commitments to Indiegogo participants.

You have been advised and are aware that the HoloFuel to which you are subscribing will not be registered under the Securities Act of 1933 or any state securities laws on the grounds that;

the Company believes that HoloFuel is not a "security" under applicable US laws, and

even if HoloFuel were a "security", the offer, sale and issuance of such HoloFuel pursuant to this offering is exempt from the registration provisions of those laws by virtue of Rule 504 under the Securities Act.

You have been advised and understand that you must continue to bear the economic risks of ownership of the HoloFuel for an indefinite time period, because the HoloFuel have not been registered under the Securities Act or the securities laws of any state and, accordingly, cannot

be sold unless it is so registered or exemptions from registration are available. In addition, you acknowledge and agree that HoloFuel may not be sold or otherwise transferred by you except to the Company or future parties that the Company identifies at the sole discretion of the Company.

You understand the risks of purchasing HoloFuel. You have consulted with an attorney and accountant to the extent you deemed it necessary, including but not limited to the tax consequences of purchasing HoloFuel.

You have had an opportunity to review the Project Documentation, and to question the principals of the Company as to all matters which you deem material and relevant in your decision to make a purchase of HoloFuel. You have had the opportunity to obtain any and all additional information necessary to verify the accuracy of the information received or any other supplemental information which you deem relevant to make an informed purchase decision.

You have such knowledge or experience in business and financial matters, or competent professional advice concerning the Company, that you are capable of evaluating the merits and risks of the purchase of HoloFuel.

You have sufficient net worth and annual income to be able to bear the substantial economic risks of this purchase, including the complete loss of your contribution. You have adequate means of providing for your current needs and personal contingencies, and have no need for the liquidity of HoloFuel.

You are purchasing HoloFuel for your own self and for your personal use only and not as a nominee for others; you are not purchasing such interests with an intention or a view toward resale.

You understand that HoloFuel confer only a limited potential future right or expectation that they may be used to purchase hosting and/or other services made available on the Holo Platform (as more particularly described in in these T&C's and the attached Schedule 1) and that HoloFuel confers no other rights of any kind with respect to the Company and/or the Holo Platform, including, but not limited to, any voting, distribution, redemption, liquidation, proprietary (including all forms of intellectual property rights), or other financial or legal rights;

if you are an individual, you are at least 18 years of age, you have sufficient legal capacity to accept these T&Cs and to enter into a binding agreement with the Company on the terms set out herein;

if you are making a contribution for the acquisition of HoloFuel as a corporate entity including, without limitation, any company or partnership (or other type of legal entity that is not a natural person), such entity is duly incorporated, registered and validly existing under the applicable laws of the jurisdiction in which the entity is established;

if you are making a contribution for the purchase of HoloFuel for or on behalf of an entity or person, you are authorized to accept these T&Cs and enter into a binding agreement with The Company on such entity's or person's behalf (and in such circumstances, references in these T&Cs to "Contributor", "your" or "you" shall be a reference to the entity or person on whose behalf you are authorised to make a contribution);

you are making a contribution for the purchase of HoloFuel to support the development, testing, deployment and operation of the Holo Platform and to potentially use and interact with the Holo Platform at a future point in time. You are not making a contribution under these T&Cs for any other uses or purposes, including, but not limited to, any investment, speculative or other financial purposes;

any contribution to be made by you for the purchase of HoloFuel is not derived from or related to any unlawful activities, including but not limited to money laundering or terrorist financing activities;

you shall not use HoloFuel to finance, engage in, or otherwise support any unlawful activities;

your contribution shall be transferred to the Company from a bank account or using a debit/credit card:

is registered in your name or in the name of a person who is duly authorised by you to send a contribution on your behalf to The Company; and

is not located in or that is not registered in the name of a person located in or resident of any country or territory that has been designated by the Financial Action Task Force as a "non-cooperative country or territory";

making a contribution and receiving HoloFuel under these T&Cs is not unlawful or prohibited under the laws of your jurisdiction or under the laws of any other jurisdiction to which you may be subject and any contribution shall be made in full compliance with applicable laws (including, but not limited to, in compliance with any tax obligations to which you may be subject in any relevant jurisdiction);

you are not a citizen of or resident or domiciled in any of the Prohibited Jurisdictions or making a contribution for the purchase of HoloFuel from a location in any of the Prohibited Jurisdictions, nor are you an entity (including, but not limited to, any company or partnership) incorporated, established or registered in or under the laws of any of the Prohibited Jurisdictions, nor are you making a contribution for the purchase of HoloFuel for or on behalf of any such person or entity;

you are not the subject of any sanctions administered or enforced by any country, government or international authority nor are you resident or established (in the case of a corporate entity) in

a country or territory that is the subject of a country-wide or territory-wide sanction imposed by any country, government or international authority;

you will comply with any applicable tax obligations in your jurisdiction arising from your acquisition, storage, sale or transfer of HoloFuel;

you understand and accept the risks of participating in Pre Sales relating to early stage start-up businesses and acknowledge that these risks are substantial. You further warrant and represent that your contribution does not represent a meaningful or substantial proportion of your wealth or net worth, and that you are willing to accept the risk of loss associated with the contribution made under these T&Cs.

SCHEDULE 3 RISK FACTORS

Risk of software weaknesses:

There is no warranty or assurance that the process for creating HoloFuel will be uninterrupted or error-free and there is an inherent risk that the software could contain defects, weaknesses, vulnerabilities, viruses or bugs causing, inter alia, the complete loss of contributions and/or HoloFuel.

Regulatory risk:

Distributed hash table technology and distributed ledger technology allow new forms of interaction and it is possible that certain jurisdictions will apply existing regulations on, or introduce new regulations addressing, applications based on such technologies, which may be contrary to the proposed architecture of the Holo Platform and which may, inter alia, result in substantial modifications to the intended development of the Holo Platform, including its termination and the loss of HoloFuel for the Contributor. Additionally, regulation of proposed activities of the Holo Platform is currently uncertain. It is not known what regulatory framework the proposed Holo Platform and associated activities will be subject to, the nature and obligations that will be imposed on the Company in order to comply with any such regulatory framework or when/if the Company will even be able to apply to be regulated, or successfully obtain the necessary licences so that it may lawfully carry out its proposed business activities.

Risks associated with uncertain regulations and enforcement actions:

The regulatory status of HoloFuel, distributed hash table technology (such as HoloChain) and distributed ledger technology is unclear or unsettled in many jurisdictions. It is difficult to predict how or whether regulatory authorities may apply existing regulation with respect to such technology and its applications, including specifically (but without limitation to) the Holo Platform and HoloFuel. It is likewise difficult to predict how or whether any legislative or regulatory authorities may implement changes to law and regulation affecting distributed hash table technology, distributed ledger technology and their applications, including specifically (but without limitation to) the Holo Platform and HoloFuel. Regulatory actions could negatively impact the Holo Platform and HoloFuel in various ways, including, for purposes of illustration only, through a determination that HoloFuel are a regulated financial instrument that requires registration or licensing. The Company may cease operations in a jurisdiction in the event that regulatory actions, or changes to law or regulation, make it illegal to operate in such jurisdiction, or commercially undesirable to obtain the necessary regulatory approval(s) to operate in such jurisdiction.

Risk of abandonment / lack of success:

The creation and issue of HoloFuel and the development of the Holo Platform may be abandoned for a number of reasons, including lack of interest from the public, lack of funding, lack of commercial success or prospects (e.g. caused by competing projects). There is no assurance that, even if the Holo Platform is partially or fully developed and launched, you will receive any benefits through HoloFuel that you hold.

Risk associated with other applications:

The Holo Platform may give rise to other, alternative projects, promoted by unaffiliated third parties, under which HoloFuel will have no intrinsic value.

Risks associated with markets for Holo Fuel:

The Company may not enable or otherwise facilitate any secondary market trading or any such external valuation of HoloFuel. This may restrict the contemplated avenues for using HoloFuel to the functionality described in Schedule 1 to these T&Cs and could therefore create illiquidity risk with respect to any HoloFuel you own. Even if secondary trading of HoloFuel is facilitated by third-party exchanges, such exchanges may be relatively new and subject to little or no regulatory oversight, making them more susceptible to fraud or manipulation. Furthermore, to the extent that any third party ascribes an external exchange value to HoloFuel (e.g. as denominated in a cryptographic or fiat currency), such value may be extremely volatile and diminish to zero. If you are purchasing HoloFuel as a form of investment on a speculative basis or otherwise, or for a financial purpose, with the expectation or desire that their inherent, intrinsic or cash-equivalent value may increase with time, you assume all risks associated with such speculation or actions, and any errors associated therewith, and accept that HoloFuel are not offered by the Company on an investment basis. You further acknowledge that any contribution that you make under these T&Cs will not be protected, guaranteed or reimbursed by any government, regulatory or other entity, and will not, for instance be guaranteed by the any governmental entity or program.

Risk of theft:

The Holochain Protocol concept, the underlying software application and software platform may be exposed to attacks by hackers or other individuals including, but not limited to, malware attacks, denial of service attacks, consensus-based attacks, Sybil attacks, smurfing and spoofing. Any such successful attacks could result in theft or loss of contributions or HoloFuel, adversely impacting the ability to develop the Holo Platform and derive any usage or functionality from HoloFuel. Furthermore, because the Holo Platform is based on open-source software, there is a risk that a third party or a member of the Company's team may intentionally or unintentionally introduce weaknesses or defects into the core infrastructure of the Holo Platform, which could negatively affect the Holo Platform and HoloFuel.

Risk of technical changes:

The Holo Platform will need to go through substantial development works as part of which it may become the subject of significant conceptual, technical and commercial changes before release. As part of the development, an upgrade to the Holo Platform may be required and, if you decide not to participate in such upgrade, you may no longer be able to use or interact with the Holo Platform.

Risk of uninsured losses:

Unlike bank accounts or accounts at other financial institutions, HoloFuel is uninsured unless you specifically obtain private insurance to insure them. Thus, in the event of loss or loss of utility value, there is no public or private insurance arranged by us, to offer recourse to you.

Risks arising from taxation:

The tax characterization of HoloFuel is uncertain. You must seek your own tax advice in connection with the acquisition, storage, transfer and use of HoloFuel, which may result in adverse tax consequences to you, including, without limitation, withholding taxes, transfer taxes, value added taxes, income taxes and similar taxes, levies, duties or other charges and tax reporting requirements.

Risk of dissolution of the Company or network: it is possible that, due to any number of reasons, including, but not limited to, an unfavourable fluctuation in the value of reserve currencies, negative adoption of the Holo Platform, the failure of commercial relationships, or intellectual property ownership challenges, the Holo Platform may no longer be viable to operate and the Company may dissolve and may not be able to continue the development of the Holo Platform.

Risks arising from lack of governance rights:

Because HoloFuel confer no governance rights of any kind with respect to the Holo Platform or the Company; all decisions involving the Company (including to sell or liquidate the Company) will be made by the Company acting in its sole and absolute discretion, and all decisions involving the Holo Platform including, but not limited to, decisions to discontinue the Holo Platform will be made by the Company. These decisions could adversely affect the Holo Platform and/or HoloFuel you hold.

Risks arising from the market in which the Holo Platform operates:

The market for hosting services and by extension the Holo Platform, is subject to a variety of federal, state, national and international laws and regulations. These laws and regulations, and the interpretation or application of these laws and regulations, could change. In addition, new laws or regulations affecting the Holo Platform could be enacted, which could impact the utility of HoloFuel in the Holo Platform. Additionally, Holo Platform's users are subject to or may be

adversely affected by industry specific laws and regulations or licensing requirements. If for whatever reason The Company is unable or fails to comply with any of these licensing requirements or other applicable laws or regulations, or if such laws and regulations or licensing requirements become more stringent or are otherwise expanded, it could adversely impact the Holo Platform and HoloFuel.

Risks associated with the development and maintenance of the Holo Platform:

The Holo Platform is still under development and may undergo significant changes over time. Although we intend for HoloFuel and the Holo Platform to function as described in Schedule 1 to these T&Cs, and intend to take commercially reasonable steps towards those ends, we may have to make changes to the specifications of HoloFuel or the Holo Platform for any number of legitimate reasons. Moreover, we may not be able to retain full and effective control over how other participants will use the Holo Platform, what products or services will be offered through the Holo Platform by third parties, or how third-party products and services will utilize the Holo Platform (if at all). This could create the risk that the Holo Platform, as further developed and maintained, may not meet your expectations at the time of purchasing HoloFuel. Furthermore, despite our good faith efforts to develop and participate in the Holo Platform, it is still possible that the Holo Platform will experience malfunctions or otherwise fail to be adequately developed or maintained, which may negatively impact the Holo Platform and HoloFuel.

Risk of Competing Platforms:

It is possible that alternative platforms could be established that utilize the same open source code and protocol underlying the Holo Platform and attempt to facilitate services that are materially similar to the services offered by or within the Holo Platform. The Holo Platform may compete with these alternatives, which could negatively impact the Holo Platform and HoloFuel, including the utility of HoloFuel for obtaining services offered by or within the Holo Platform.

Unanticipated Risks: In addition to the risks set out in this Schedule 3 to these T&Cs, there are other risks associated with your acquisition, storage, transfer and use of HoloFuel, including those that The Company may not be able to anticipate. Such risks may further materialize as unanticipated variations or combinations of the risks set out in this Schedule 3 to these T&Cs.