

SwapZilla Token Purchase Agreement

Public offer

SWAPZILLA Limited, hereby invites any interested party, which wishes to enter into this **SwapZilla Token Purchase Agreement**, under the terms of this **Public Offer**. The person interested in acquiring tokens is hereinafter referred to as the “Buyer”. Together, the Company and the Buyer are referred to as the “Parties”.

1. Terms

In this Agreement, the terms indicated below have the following meaning:

- i. **Company** - SWAPZILLA Limited., Company registered at: 302 DOMINION CENTER, 43-59 QUEEN'S ROAD EAST, WANCHAI, HONG KONG, having all the necessary rights in respect of the platform and the website, is the administrator of the domain name SwapZilla.co and the owner of the platform and the website.
- ii. **SwapZilla or Website or Platform** is a resource located on the Internet registered under the domain name SwapZilla.co (including all other derivative names of the specified domain, operating at the time of acceptance of this Agreement by the Buyer), consisting of computer programs, graphic interface design (and other graphic and graphic elements), a database, a local search engine, any information posted by the Company and / or Buyers. The website provides its customers with certain services.
- iii. **Services** (aggregator of crypto exchanges and related products) - any functions, tools, services offered by the Company, including the purchase of SwapZilla tokens, as well as functions of the platform for buying, selling, donating components of the platform, where the payment instrument is SwapZilla Tokens.
- iv. **Token** is a type of digital financial asset, based on ERC-20, produced by the Company, which is a tool for income redistribution. The total emission is 30 million SwapZilla tokens. The acquisition of an SwapZilla token is governed by this Agreement.
- v. **Blockchain** - is a growing list of records, called *blocks*, which are linked using cryptography. Each block contains a cryptographic hash of the previous block a timestamp, and transaction data (generally represented as a Merkle tree). By design, a blockchain is resistant to modification of the data. It is an open, distributed ledger that can record transactions between two parties efficiently and in a verifiable and permanent way.
- vi. **Ethereum** is an open source platform for creating decentralized online services based on Blockchain (on the basis of smart contracts).
- vii. **Ether (ETH)** is an exchange unit of Ethereum; a type of digital financial asset (property in electronic form) created using encryption means, the title to which is certified by making digital entries in the distributed ledger of digital transactions.
- viii. **Smart Contract** is a computer protocol intended to digitally facilitate, verify, or enforce the negotiation or performance of a contract. Smart contracts allow the performance of credible transactions without third parties. These transactions are trackable and irreversible.

- ix. **Buyer** - any individual purchasing tokens on the SwapZilla Website.
- x. **Transaction** - an agreement between SwapZilla and a Buyer for the purchase, sale, exchange and donation. Transactions are carried out through smart contracts based on Ethereum. Users publish offers for Transactions, which are subsequently displayed in the search results in the general list available to Members. Transactions are concluded by holding an auction in which any User can participate. The transaction value is recorded in SwapZilla tokens.
- xi. **Registration** - a set of sequential actions of the Buyer to fill out the registration form, as a result of which the Personal Account (account) is created.
- xii. **Personal Account** (account) - a personal section of the Buyer on the SwapZilla website, containing the registration information of the Buyer, as well as a digital wallet SwapZilla token, to which the Ether address is linked. The buyer is able to edit, delete, unpublish, activate, perform all offers of transactions placed in the Personal Account.
- xiii. **Digital Wallet** is a software tool that is part of the Buyer's personal account, which stores information about digital records. The digital wallet is linked to the Buyer's Ether-address.
- xiv. **Web application** - is defined in Appendix 1 to the Agreement.
- xv. **White paper** is a document available at <https://www.swapzilla.co/WhitePaper-eng2.pdf> describing the Website, its Services, tokens and other issues related to the Platform.
- ix. **Unwelcome Person** - is defined in paragraph 5 of the Agreement.

2. Acceptance of the terms of this Agreement - White paper.

- i. This Agreement comes into force and becomes binding (for the Company and the Buyer) upon paid receipt for tokens by the Buyer.
- ii. The company has published a White Paper, available at <https://www.swapzilla.co/WhitePaper-eng2.pdf>, describing issues relating to tokens
- iii. , Services, Site and other aspects of the company. The company has the right to make any changes and additions to the White Paper at any time. Changes and additions to the White paper come into force from the moment of its publication, unless otherwise specified by the Company. By purchasing the tokens, the buyer confirms that he has read and understood the White paper and its contents.
- iv. The acquisition of tokens from the Company does not establish any form of partnership, joint venture or any similar relationship between the Buyer and the Company.

3. Status of Tokens

- i. Buyers are allowed to use the tokens only for the following purposes:
 - a. To participate in the profit distribution of the SwapZilla platform. The detailed plan is described in Appendix 1 of the Agreement.
- ii. The Buyer hereby acknowledges and agrees that:
 - a. bears sole responsibility for determining the legality or illegality of the acquisition of tokens by him in the jurisdiction applicable to him;
 - b. does not acquire tokens for purposes other than those specified in clause 3.i;
 - c. the Company has no obligations to the Buyer, except for those defined in this Agreement.
- iii. Ownership of tokens does not contain any rights other than those specified in clause 3.i. Agreement. In particular, tokens do not grant the Buyer any rights with respect to the Company, its assets, intellectual property or other financial or legal rights owned by the Company.
- iv. Although tokens may be resold, they are not an investment, currency, security, commodity, currency swap or any other type of financial instrument. Tokens are not intended for the financial market, sales, purchases in any jurisdiction where they are prohibited by applicable law or require mandatory registration with government agencies.
- v. Tokens can be exchanged through crypto exchangers. However, the Company does not provide any guarantees and assurances that tokens will be exchangeable in any crypto exchangers.
- vi. This Agreement is not an investment offer offer to invest, does not constitute an initial public offering or offer of a share or equity interest, and has nothing to do with the placement of securities in any jurisdiction.

4. Token Acquisition Procedure

- i. A detailed description of the procedure for the sale of tokens is presented in Appendix 1 to this Agreement, including detailed information on the time scale, prices and the number of tokens to be offered. Information on specific procedures for the acquisition of tokens is also presented on the platform website.
- ii. The action of purchase of the tokens means the full and unconditional acceptance of the Agreement by the Buyer. Failure to comply with the terms of the Agreement may result in the cancellation of tokens.
- iii. Purchase of tokens from the Company during the period of tokensale is final, no refunds or cancellations will be provided, except when required by applicable law and for the unilateral refusal of the Company from the sale.
- iv. The Company reserves the right to refuse or reject bids for the purchase of tokens in the event false, insufficient, inaccurate or misleading information provided by the Buyer. The company also reserves a right to refuse or reject the sale of tokens if the Buyer is deemed to be a restrictive person (as defined below).
- v. At any time before the expiration of tokensale, the Company has the right to temporarily suspend or permanently cancel the sale of tokens for security reasons. Any suspension or cancellation of the sale of tokens is considered to have begun from the moment the Company publishes a notice on the Site.

vi. Tokens can be subsequently acquired by any person on the secondary market at a price set by the holder of such tokens. When purchasing the tokens on the secondary market, the buyer must take into account of the market volatility of the SwapZilla tokens at the time of sale and purchase may be high, and liquidity - low.

5. Restrictive Persons

i. Tokens are not be offered and cannot be resold or otherwise given to the following persons, subject to prohibitions and restrictions: citizens, individuals (including proxies, agents of such persons) permanently resident or registered in a country or territory where cryptocurrency operations and tokens are prohibited or in any way limited by applicable laws, or will be prohibited or limited at any time after the date of entry into force of this Agreement.

ii. The ban on the acquisition of SWAPZILLA tokens by US residents. Residents of the United States can not participate in the distribution of SWAPZILLA tokens. US citizens are strictly forbidden to use the SWAPZILLA Public Offer, the SWAPZILLA Tokens Contract and / or receive SWAPZILLA Tokens. SWAPZILLA in no way offers SWAPZILLA Tokens of the United States. If a US citizen uses the SWAPZILLA Agreement or the SWAPZILLA Tokens Contract and / or acquires SWAPZILLA Tokens, this action is deemed to be made unlawful, unauthorized and fraudulent, and makes the Agreement is invalid. SWAPZILLA is not liable under this Agreement if, when concluding the Agreement, a US citizen acts as the User, or the SWAPZILLA tokens are received on behalf of an American citizen. SWAPZILLA may take all necessary actions at its own discretion, invalidate this Agreement, including forwarding information to the appropriate authorities. Any natural or legal person from the United States who uses the SWAPZILLA Distribution Contract, the SWAPZILLA Tokens Contract and / or acquires the SWAPZILLA Tokens, or enters into this Agreement on an illegal, unauthorized or fraudulent basis, is fully responsible and obligated to indemnify the SWAPZILLA losses, and provide all necessary actions to protect the relevant officials

iii. Persons subject to prohibitions are strictly prohibited to acquire tokens, the Company does not encourage such persons to acquire or use tokens.

iv. The buyer must independently verify that he is not a restrictive person; that the legislation applicable to him does not prohibit him to purchase tokens; that the applicable law does not prohibit him to use tokens in the manner determined by the Company.

v. If a restrictive person illegally, unauthorized or fraudulently acquires tokens, then any transactions performed by such a person are considered to be invalid. Such transactions are not binding on the Company. The Company has the right, at its discretion, to notify the relevant authorities of the transaction or operation of the person subject to the restrictions; to freeze the funds of the Buyer until the relevant authority has resolved the situation or before transferring it to the account of the relevant authority.

vi. Any restrictive person is solely responsible for the damage caused to the Company in connection with the acquisition of tokens. The buyer guarantees that he will reimburse the Company from any losses and expenses incurred in connection with the acquisition SWZL Tokens.

6. Taxation

i. The prices for tokens are defined in the Appendix 1. They do not include value added tax (VAT) or any other applicable tax that is levied or may be levied on the purchase of tokens.

ii. The buyer is solely responsible for determining which taxes apply to him when he purchases the tokens.

iii. The Company reserves the right, at any time, to require the Buyer, to pay the full amount of tax, penalty or duty to the authorities or, if applicable, the Company.

iv. The Company shall not be liable for any tax arising from the acquisition of tokens.

v. For the avoidance of doubt, each Party is liable to pay its taxes.

7. Risks and Security

i. The Buyer acknowledges and agrees that there are various risks associated with the acquisition, possession and use of tokens. By purchasing SWZL tokens, the Buyer understands and accepts the risks formulated in Appendix 2 to this Agreement.

ii. The Buyer is responsible for all the necessary measures to ensure secure access to: any device associated with the Buyer and used for the purchase of tokens; personal keys to the buyer's wallet (account); and the Buyer login or other identification data. In case of loss of personal keys, logins and devices used to purchase tokens, the Buyer may lose all the tokens purchased by him. The Company is not liable for the reimbursement of Buyer's SWZL tokens.

iii. The Company reserves the right to require the Buyer to confirm (verify) the data provided during the Registration and to request the supporting documents (in particular, identity documents).

8. Guarantees

i. The Buyer hereby confirms, guarantees and assumes obligations, which are truthful, accurate, to the Company that:

a. The buyer has carefully read and understood this Agreement, White paper, the Terms of Use of the Site and the Privacy Policy.

b. The buyer has carefully read and understood the risks associated with tokens and the use of the Site Services, as defined in Appendix 2.

- c. The buyer has a sufficient understanding of the functionality, use, storage, transfer mechanism and other material characteristics of the SWZL Tokens, as well as mechanisms for the storage of tokens, blockchain technology and blockchain-based software to understand this Agreement and assess the risks and consequences of the acquisition of SWZL Tokens.
 - d. The buyer confirms that he has received sufficient information about tokens to make a balanced, deliberate decision to purchase SWZL Tokens.
 - e. The buyer is aware that the value of SWZL Tokens may eventually become subject to extreme volatility or completely depreciate.
 - f. The buyer confirms that he is fully capable and has all the rights, the powers necessary to acquire tokens upon full proper execution of this Agreement.
 - g. By entering into this Agreement and acquiring tokens, the Buyer does not violate any other agreement to which he has with another party.
 - h. The buyer is not a prohibitive person as defined in paragraph 5 of the Agreement.
 - i. The purpose of the acquisition of tokens. The buyer agrees and confirms that he purchases tokens exclusively for financial or investment purposes.
 - j. Legal source of funds. The Buyer agrees and confirms that any funds used by the Buyer to purchase tokens are not related to any illegal activity, including, but not limited to, legalization (laundering) of proceeds from crime, financing of terrorism. The buyer will not use the acquired tokens for any illegal activity, including, but not limited to, money laundering and terrorist financing.
- ii. The Buyer agrees that in the event of any circumstances preventing the observance of the representations and warranties specified in clause 8.1, the Buyer will immediately cease using the Site and its Services.
- iii. The Buyer acknowledges and agrees that the tokens s are sold “as is” and “if available”, “with all errors”, the Buyer purchases the tokens at their own risk and peril without any guarantees or representations relating to tokens (express or implied).
- iv. The company does not assure and does not guarantee that the process of payment of tokens or receipt of Tokens
- will occur continuously, quickly, reliably, without failures, delays and errors. The Buyer acknowledges and understands that the Buyer may lose all money paid to the Company for the purchase of tokens.

v. The company does not assure and does not guarantee that the SWZL Tokens are reliable or do not contain defects or errors.

vi. In the event of breach of the guarantees established by clause i of this section, the Company shall not be liable for any adverse effects that may arise with the Buyer or third parties. The Buyer undertakes to compensate for any losses incurred in connection with the violation of guarantees of the Company.

9. Disclaimer

i. The full liability of the Company to the Buyer under or in connection with this Agreement (including contractual or civil liability (for example, negligence)) shall not exceed the amount paid by the Buyer for the SWZL Tokens.

ii. To the extent permitted by applicable law, under no circumstances shall the Company be liable to the Buyer or any third parties for consequential loss or damage; loss of actual or expected benefit (direct or indirect); unearned actual or expected income (direct or indirect); lost contract or transaction or other loss or damage arising from the acquisition of tokens; for special, indirect, incidental or punitive loss or damage; and to the extent permitted by law, direct loss or damage exceeding the maximum values specified in section 9.1 above.

iii. The Company shall not be liable for any failure to comply with or delay in fulfilling its obligations under this Agreement, if such failure or delay is caused by circumstances beyond the Company's reasonable control (for example, force majeure, war or terrorist actions, malicious damage, accidents or the observance of any applicable law or government regulation). The company will strive to minimize the consequences of any of these events and to fulfill its obligations.

10. Indemnity

i. The buyer agrees to pay damages to the Company, its officers, directors, employees and contractors from any claims for damages and losses incurred, including attorney fees, arising from:

a. Purchase of tokens, use of tokens or the Site

b. Violation by the Buyer of this Agreement, Privacy Policy or the Terms of Use of the Site

c. Providing incorrect, false information set forth in the Guarantees Article.

d. any unlawful act or omission by the Buyer, which is negligent, unlawful or constitutes intentional misconduct.

11. Personal Information

i. The processing of personal data of a registered Buyer is carried out in accordance with the laws of England and Wales, international standards for the protection of the rights of personal data and Privacy Policy.

12. Final Provisions

- i. This Agreement is governed by and construed in accordance with the laws of England and Wales. Matters not regulated by this Agreement shall be settled in accordance with the laws of England and Wales. Parts of this Agreement related to the collection, storage, processing, distribution and protection of information about Buyers of Internet resources are governed in accordance with the laws of England and Wales. The application of foreign law is possible only in cases provided for by the laws of England and Wales and international agreements that are in force for England and Wales.
- ii. The buyer is given the opportunity to send unlimited comments to the Company to support@SwapZilla.co via email, error messages, ideas or other feedback on the Services, including how to improve the Services. By sending any such feedback, the Buyer unconditionally agrees that the Company has the right to use such reviews at its discretion and without additional compensation to the Buyer.
- iii. White Paper materials, the Site, Terms of Use posted on the Site, and this Agreement are part of the same agreement between the User and the Company, unless expressly stated otherwise. In the event of a conflict between White paper and this Agreement, this Agreement shall prevail.
- iv. All possible disputes arising from relations governed by this Agreement shall be resolved in the manner prescribed by the laws of England and Wales. Throughout the text of this Agreement, unless expressly stated otherwise, the term “legislation” means both the legislation of England and Wales, and the legislation of the place of residence of the Buyer.
- v. The company is committed to resolving disputes in a friendly way. In this regard, this Agreement provides for a two-step process: (1) informal negotiations directly with the support of the Site (2) in court in accordance with applicable law of England and Wales with a mandatory pre-trial settlement of the dispute by filing a claim. The recipient of the claim within 30 (thirty) calendar days from the date of its receipt, notifies the claimant in writing of the results of the consideration of the claim.
- vi. If for one reason or another one or more of the provisions of this Agreement will be declared invalid or unenforceable, this will not affect the validity or applicability of the remaining provisions of the Agreement.

Appendix 1

The procedure for acquisition of Tokens

I. Date of the start of the issue of tokens: from 00:00:01 am (UTC) on February 7th, 2020, the end date will be 00:00:01 (UTC) May 7th, 2020.

II.

- The total emission of tokens is 30 000 000 – this is a fixed and final emission.
- There will be no inflation mechanisms.
- Soft cap – 2,000,000 Hard cap – 27,150,000
- 27,150,000 (90.5%) of tokens will be publicly available for sale – the rest will be distributed between the team 2,100,000 (7%) and the referral and bounty program 750,000 (2.5%).
- SWZL tokens are priced at 1 USDT/USDC for 1 SWZL. The ETH price will be set by Poloniex Exchange. The minimum transaction amount is \$ 1, maximum - all the remaining tokens.
- SWZL tokens could be purchased with BTC, LTC, ETH, ETC.
- If the hard-cap is not reached, all tokens that will remain unsold will be cancelled.
- There will be no bonuses or discounts.

III. Pre-ICO sale takes place from 00:00:01 (UTC) on July 7th, 2020, the end date will be 00:00:00 (UTC) February 7th, 2020.

IV. The procedure for the acquisition and receipt of tokens

A special web application is presented on the Site to facilitate the procedure for acquiring tokens (“web application”). The Buyer must ensure that the URL of the Buyer's browser indicates that it uses the HTTP protocol extension to support encryption in order to increase the security of HTTPS (abbr. From HyperText Transfer Protocol Secure) and the correct domain name.

V. In order to purchase the tokens through the web application, the Buyer must complete the registration procedure and receive the Buyer's Personal Account on the Site (the “Buyer Account”). The registration procedure, is described in more details in <http://swapzilla.co>.

VI. The payment for tokens will be made in Ethers by transfer to the unique address of the Digital Wallet, the details of which will be reflected in your account.

VII. In order to purchase tokens, the Purchaser must have an Ethereum wallet, supported by the ERC20, in order to accept tokens intended for the Purchaser. It is recommended to use MyEtherWallet <https://www.myetherwallet.com>.

VIII. All information on the number of sold tokens and the register of holders is contained in the Ethereum blockchain, and is available for viewing at: <https://etherscan.io/token/0x946ea588417ffa565976efda354d82c01719a2ea>

IX. The lockup period for ordinary investors will be finished on 8th May 2020, for the participants of the bounty and referral program on 7th June 2020 and for team members on 7th July 2020.

X. The company reserves the right in the event of an emergency to stop the sale of tokens, in in cases of:

- a. detection of a serious security threat;
- b. detecting a serious network performance problem;
- c. serious attack on the site or network Ethereum. The procedure for the acquisition of tokens

XI. Team Option Pool

7% of the total SWZL emission (2.1 million) is reserved for the team members. Token distribution is as follows:

Name	Position	%	Token Allocation (SWZL)
Roman Prokopev	Chief Executive Officer	22%	462 000
Eugene Sysoletin	Chief Technology Officer	38%	798 000
Vladimir Kardapoltsev	Chief Commercial Officer	20%	420 000
Alexander Filkin	Chief Marketing Officer	4%	84 000
Denis Podgursky	Head of Cyber Security	4%	84 000
Oleg Chislov	Head of AI & ML	4%	84 000
Michail Gordukov	Head of Trading Signals	4%	84 000
Svyatoslav Schurov	Senior Programmer	4%	84 000
Total		100%	2 100 000

The lock-up period for the aforementioned team option pool tokens will end on 7th July 2020.

Appendix 2

Risks

The acquisition of tokens is associated with a high degree of risk. The buyer should carefully read the information below before making a decision on the acquisition of SWZL Tokens. The occurrence of one of the following risks may lead to significant negative consequences for both the Buyer and the Company. The company provided a list of possible risks that, in the Company's opinion, are significant, however, this is not an exhaustive list.

1. Tokens do not have any rights, purposes, goals, attributes, or functions, expressed or implied, except as defined in this Agreement, White paper and other documents published on the Site.
2. The buyer understands and agrees that the SWZL Tokens are intended only for what is described in this Agreement.
3. Blockchain Ethereum is subject to periodic overloads during which transactions may be delayed or lost. Individuals may also intentionally overload the Ethereum network, trying to gain an advantage when buying tokens.
4. By purchasing tokens and reading this Agreement accordingly, the Buyer acknowledges, understands and agrees that: the tokens have no value, except as described in this Agreement; there are no guarantees or assurances about the liquidity of tokens; and the Company is not responsible for the market value, liquidity of tokens, the availability of markets for the sale of tokens and the turnover of tokens.
5. Tokens may be subject to theft. The smart contract system, can be attacked by hackers or other intruders, including malware attacks, denial of service attacks, consensus attacks, Sibyl attacks and others. Any such attacks can lead to theft or loss of tokens, which can negatively result on the development and operation capabilities of the Site and its Services.
6. The legal status of tokens, cryptocurrencies and blockchains is still unclear or not regulated in many jurisdictions. It is difficult to predict how government agencies will approach the regulation of such technologies. Regulatory actions may have a negative impact on tokens and on the Site, in particular, if tokens are recognized as financial instruments requiring registration or licensing. A company may cease its work in a particular jurisdiction if regulatory actions or changes in legislation make the Company's actions illegal.
7. The site may undergo significant changes in the future. Although the Company plans to adhere to the objectives and plan set forth in White paper, the Company may make changes to such characteristics and specifications for several reasons, which may mean that the Site and its Services do not meet / may not meet the expectations of the Buyer.

Appendix 3

KYC, Whitelist, Blacklist and Banned Countries

SwapZilla's users and investors must be of a sound mind and over the age of 18. Additionally, SwapZilla Limited has refused to accept users and investors from the following countries

- USA
- Albania
- Bosnia and Herzegovina
- Burma
- Central African Republic
- Democratic Republic of Congo
- DPRK
- Cote D'Ivoire
- Crimea region of Ukraine
- Croatia
- Cuba
- Iran
- Iraq
- Kosovo
- Lebanon
- Liberia
- Libya
- North Macedonia
- Moldova
- Serbia
- Somalia
- Sudan
- South Sudan
- Venezuela
- Yemen
- Zimbabwe

During the registration, users and investors will be asked to provide the following information.

- Name
- Surname
- DOB
- Address
- Country
- Nationality
- Phone Number
- Email
- Passport Copy
- Source of Funds
- Proof of Residence
- Wallet Address
- Selfie with a Passport

Only after proving this information users will be allowed to use the platform and investors will be able to purchase the SWZL tokens. The company reserves the right to request additional information from the users and tokenholders.