

**GENERAL TERMS AND CONDITIONS
OF SALE OF ENERGY PREMIER TOKENS (EPC)**

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Please read the following Terms and Conditions carefully. If you do not agree to all of these terms, please do not use tokensale.energypremier.com or any information, links or content contained on this Website, do not use any documents and information sent to you by the Token Provider and do not participate in the Crowdsale of the Token Provider. Your access to and use of this Website, Token Provider's Crowdsale and Token Provider's documents constitutes your acceptance of and agreement to abide by each of the terms set out below.

1. Introductory Provisions and Definition of the Terms

Used These General Terms and Conditions (hereinafter referred to as Terms of Sale or Terms) apply to the terms of sale of EPC Tokens (hereinafter referred to as Token or EPC) and the Energy Premier Project (hereinafter referred to as The Project).

1.1. **Website for the crowdsale:** www.tokensale.energypremier.com, Website for the project: www.energypremier.com,

1.2. **Backer/Supporters:** A natural or legal person that backs The Project by acquiring EPC Tokens from the Token Provider by exchanging cryptocurrencies for EPC Tokens.

1.3. **EPC Token:** A cryptocurrency Token called a EPC Token, or short, EPC issued by the Token Provider (hereinafter referred to as Token or Coin or EPC).

1.4. **Cryptocurrency:** A cryptocurrency (or crypto currency) is a digital asset designed to work as a medium of exchange using cryptography to secure the transactions and to control the creation of additional units of the currency (source: [https:// en.wikipedia.org/wiki/Cryptocurrency](https://en.wikipedia.org/wiki/Cryptocurrency)).

1.5. **Ether:** A Token Coin of the Ethereum blockchain called ether (source: [https:// en.wikipedia.org/wiki/Ethereum#Ether](https://en.wikipedia.org/wiki/Ethereum#Ether)).

1.6. **Bitcoin:** A Token Coin of the Bitcoin blockchain called bitcoin (source: [https:// en.wikipedia.org/wiki/Bitcoin](https://en.wikipedia.org/wiki/Bitcoin)).

1.7. **Ripple:** A Token Coin of the Ripple blockchain called ripple (source: [https:// Terms of Sale www.tokensale.net en.wikipedia.org/wiki/Ripple_\(payment_protocol\)](https://www.tokensale.net/en.wikipedia.org/wiki/Ripple_(payment_protocol))).

1.8. **Ethereum platform:** is an open-source, public blockchain, based on distributed computing platform featuring smart contract (scripting) functionality (source: <https://en.wikipedia.org/wiki/Ethereum>).

1.9. **ICO:** Initial Coin Offering of 120,000,000,000 EPC Tokens, minus 30,000,000,000 booked for Presale.

1.10. **Presale:** The timeline before the official Crowdsale starts when only invited Backers can acquire part from 30,000,000,000 EPC Tokens.

1.11. **Platform:** The Energy Premier Platform (hereinafter referred to as the Platform).

1.12. **Hard Cap:** The Maximum Value of Crypto Currencies collected from Backers in the Token Provider Crowdsale.

2. The Energy Premier Project

Our solution is a next generation trading electricity platform introducing Energy Premier Token (EPC) to revolutionize the current trading environment by providing a trustworthy, transparent, safe, and reliable place to buy or sale electricity.

3. Website and Other Materials

3.1. Details about The Project are available on the website www.energypremier.com, which shall form an integral part of these Terms. The Backer agrees not to copy any information from the Website without the permission of the Token Provider except information for personal non-commercial use.

3.2. The Token Provider has also prepared a White Paper for EPC Tokens which describes The Project thoroughly and it is available on the Website www.tokensale.energypremier.com. The White Paper shall form an integral part of these Terms. In case of any discrepancy between the provisions of these Terms and the provision of the White Paper, the provisions of the Terms shall prevail.

4. Presale, Crowdsale, and ICO, Return of the Funds

4.1. The Project shall be financed by funds raised by Backers by means of the Presale and Crowdsale (hereinafter jointly referred to as EPC Tokens). Terms of Sale www.tokensale.energypremier.com

4.2. The ICO is the process of Crowdsale.

4.3. Presale is the process of Crowdsale prior to ICO where Backers are offered purchase under specified conditions and at Token Provider's discretion. 30,000,000,000 EPC tokens with a bonus of 30% are provided for the process of Presale. If the total amount of EPC Tokens is sold in Presale, then for official Crowdsale will remain 90,000,000,000 EPC Tokens.

4.4. The Hard Cap is set in at the value of USD 34,050,000 (as defined in the White Paper, EPC Price and Token Supply). For the distribution to be successful, at least USD 5,000,000 worth of EPC tokens must be acquired (Minimum Floor). The Minimum Floor is reached if the USD value of EPC tokens sold during the Pre-sale and Crowdsale period is equal to or bigger than USD 5,000.000 at the time when the Crowdsale ends. If the Minimum Floor is reached, the Participants will receive the purchased EPC tokens to their wallets 7 days after end of ICO.

4.5. The Presale starts on Februar 7th, 2018 UTC 00:00 – September 20th 2018 UTC 00:00 or until maximum cap for Presale is reached.

4.6. The ICO shall start on September 21st 2018 UTC 00:00 – October 31st 2018 UTC 00:00 or until maximum cap is reached.

4.7. Neither during Presale or Crowdsale nor ICO Backers are not entitled to any discounts, financial incentives or benefits more than the bonuses published on www.tokensale.energypremier.com and in the White Paper.

4.8. In addition to the provision set herein, the Crowdsale shall be governed by the provisions of the White Paper, EPC Price and Token Supply.

4.9. In the ICO phase, Bitcoin and Ethereum cryptocurrencies will be accepted for the exchange of EPC Tokens.

5. Acceptance of the Terms

5.1. By inputting Backer's data in the Website form and sending it to the Token Provider by pressing a button, the Backer confirms that they have thoroughly read and fully understood each and every provision of these Terms, which are effective and binding on both Parties.

5.2. By accepting these Terms, and provided that the other conditions set out hereunder have been met, the Backer enters into a binding contract with the Token Provider.

6. Creation of EPC Tokens

In exchange for the funds received during the Presale and ICO, and based on the value thereof, the Token Provider shall create only a corresponding number of EPC Tokens defined by raised funds, in a single token creation event and only once. The maximum number of created EPC shall not exceed 200,000,000,000 EPC.

7. Token Distribution

7.1. The created EPC Tokens shall be distributed among the Backers and other persons as set forth in the White Paper, ICO Distribution.

7.2. Each individual Backer shall receive only the corresponding number of EPC Tokens, based on the value of the funds paid and in the equivalent of 1 EPC per USD 0.0003 value of the received funds by the Token Provider. For the avoidance of doubt, only the funds received in accordance with the provisions of these Terms shall count towards the calculation.

7.3. The value of a EPC Token will be calculated at the time Backer's transaction is confirmed on the network, taking the exchange rate of USD at www.coinbase.com at the time of confirmation for the corresponding cryptocurrency.

8. Acquisition of EPC Tokens

8.1. The EPC Tokens allocated to each individual Backer in accordance with the provisions of these Terms shall be sent by the Token Provider to the wallet provided by the Backer. Such wallet shall be compatible with Ethereum tokens (ERC20 standard): MyEtherWallet, MetaMask, Mist, Parity and similar.

8.2. The allocated EPC Tokens shall be ready for transfer to the Backer's wallet address not sooner than 7 days after the end of the ICO. However, the Token Provider reserves the right to postpone allocation if additional checks and safeguards are needed prior to allocation and to ascertain such transfer to be technically plausible and secure.

8.3. The Backer shall receive instructions how to claim EPC purchased.

9. EPC Token Distribution:

- Presale and Crowdsale 60%,
- Team 20%,
- Future partners 8%,
- Advisors 7%,
- Initial Contributors 5%,

10. Timeline

The Project Timeline is set out in the White Paper. This Timeline is set out on a “best-effort” basis to predict future work and phases; however, given that it is almost impossible to exactly predict future events and development, the Token Provider reserves the right to adjust the Timeline to future business developments.

11. Cancellations and Refund Policy

The Backer acknowledges that all token exchanges are final and that the Token Provider is not obligated to refund or compensate in lieu of any token exchanges for any reason. The Backer has no right to withdraw from the Crowdfunding or cancellation of the token exchange.

12. Privacy and Data Protection Policy

12.1. The Backer is responsible for themselves and for their responsible persons for the confidentiality, protection and use of access passwords, user names and other data.

12.2. The Backer is responsible for the actions of their responsible persons as if they were their own.

12.3. The Token Provider and the Backer are obligated to protect all data concerning the other contracting party which they obtain through or in relation to their cooperation, as a business secret, during their cooperation and for at least three (3) years after the termination of the validity of the contractual relationship.

12.4. The information, which is a business secret, must not be used by the contracting parties on their own or with others for purposes beyond the contractual relationship, and must not be submitted to third parties or enable third parties to be acquainted with it. The prohibition of the submission information to third parties does not apply to the Token Provider where and to the extent it is necessary to provide services as per the concluded contractual relationship.

12.5. In no case may the Backer make a press statement using data that are considered a business secret, except with the prior written consent of the Provider - Terms of Sale www.tokensale.energypremier.com.

12.6. The Backer agrees that the Token Provider or a third party may send email notifications related to the operation of the services and delivery and their capacities, upgrades referring to the services, changes or amendments to these Terms, campaigns or benefits in using the services and deliveries, as

well as other service-related messages. The Backer agrees that these notifications may also include commercial messages (ads) from the Token Provider or third parties.

12.7. The Backer agrees that the Token Provider sends them electronic messages to its email address entered upon registration, and to keep and process the data on the Backer in the way determined in this Article.

12.8. The Backer understands and agrees that in terms of sent email notifications, the Token Provider may record the data on the Backers who read a specific email message and the data on the online links in the respective message the Backers opened (clicked). The Backer agrees that the Token Provider may use the data thus obtained to adjust offers and/or contents of future email notifications sent to a specific Backer.

12.9. The Backer agrees that the Token Provider may use all the data gathered within the scope of implementing the services and deliveries for the Backer for its own needs without limitations, including market analyses and the adjustment of products and services to the findings of the analyses.

12.10. The Backer explicitly allows the Token Provider to send information, notifications and survey questionnaires directly or indirectly related to the Token Provider's services to the Backer's email address during the contractual relationship until the cancellation or opting-out of receiving these kinds of notifications.

12.11. The Backer agrees that for the purposes of its operation, the Token Provider shall gather and process the personal data of its contact persons who communicate with the Token Provider with regard to services and deliveries.

12.14. The contracting parties undertake to protect the personal data of employees and contractual workers of other contracting parties or related data as per the EU's General Data Protection Regulation (GDPR).

12.15. You must immediately update and inform us of any changes to your User Terms of Sale www.tokensale.energypremier.com Content by updating your personal data by contacting us over email.

13. Warranties and Disclaimers

13.1. The Token Provider does not make and expressly disclaims any warranties, expressed or implied, neither during Crowdsale, in relationship towards the Backer or in general.

13.2. The Token Provider does not warrant that EPC Tokens or the process of cryptocurrency transactions and receiving EPC Tokens will be uninterrupted by external or blockchain/ cryptocurrency factors or flawless and that the exchange of EPC Tokens will result in receiving EPC Tokens by the Backer, and also does not warrant the ability of anyone to exchange cryptocurrencies or use EPC Tokens. The Backer acknowledges that they might lose the entire amount they paid to the Token Provider.

13.3. The Backer expressly acknowledges, understands and agrees that they are exchanging cryptocurrencies and acquiring EPC Tokens at their sole risk and that the EPC Tokens are each provided, used and acquired on an "as is" and on an "as available" basis without representations, warranties or guarantees by the Token Provider.

13.4. The Backer will implement all reasonable, appropriate and sufficient measures designed to secure access to: (a) any device associated with the Backer and utilized in connection with the acquisition of EPC Tokens; (b) any private keys or access passwords to the Backer's accounts and wallets; and (c) any other username, passwords or other logins or identifying credentials. In the event that the Backer is no longer in possession of the Backer's private keys or any device associated with the Backer's wallet or is not able to provide the Backer's login or identifying credentials, the Backer may lose all of the Token Provider's EPC Tokens and/or access to the Token Provider's or Backer's account. The Backer is under no obligation to recover any EPC Tokens and the Backer acknowledges, understands and agrees that all acquisitions of Tokens are non-refundable and non-reversible.

13.5. The Backer must provide digital wallet address that supports the EPC Token. If the Backer sends to the Token Provider a digital wallet address that is not an Ethereum compatible wallet or the Backer sends a wrong wallet address, the Backer may lose all the Tokens sent to this address.

13.6. The Backer is only allowed to acquire the EPC if and by acquiring the EPC they covenant, represent, and warrant that they are neither a citizen, resident or tax resident nor have a primary residence or domicile of a country, state or territory where such rights are prohibited, not allowed as defined by these Terms or restricted to the level disadvantageous to the Backer to obey definitions set by these Terms and to enter into the purchase (e.g. the United States of America, the Democratic People's Republic of Korea, Algeria or Myanmar (Burma), Iran). In order to acquire the EPC and by acquiring the EPC the Backer covenants, represents, and warrants that none of the owners or beneficiaries of the company, of which the Backer is an authorized officer, is a citizen, resident or tax resident nor have a primary residence or domicile in the mentioned countries. Should this change at any time, it must immediately cease its activity and notify the Token Provider.

13.7. If buying, selling, acquiring and the usage of cryptocurrency and/or EPC Tokens, participation in the ICO and/or other transactions indicated in this Terms of Sale and/or the Website, are not legal in your country (whether you are a citizen, a resident and/or a tax resident of that country) and/or such transactions can be considered as securities, securities trading, initial public offering, crowdfunding or similar, you are obliged not to participate in the ICO, not to use the Website and not to use or acquire the EPC. Failure to comply with the local laws may result in the loss of your Account and any assets contained within.

13.8. The Token Provider shall reserve the right to refuse the exchange of funds to EPC, their allocation or distribution to anyone who does not meet the criteria necessary for their acquiring, as set out in these Terms, the Website and by the applicable law.

13.9. EPC Tokens are not shares of the Token Provider. EPC Tokens do not represent ownership, interests or grant ownership, control or voting rights in the Token Provider, nor do they grant any rights to receive a share of the Token Provider profit.

13.10. The EPC Token could be used later to purchase products, services and applications, as case may be, on the Energy Premier platform and other platform developed from Energy Premier.

13.11. The Website, the White Paper and other materials are prepared for the Backer's general information only. It is not intended to be a recommendation to Terms of Sale www.tokensale.energypremier.com participate in the ICO and/or to use the EPC Tokens.

13.12. All payments/money transfers the Backer makes will be made only in the Backer's name.

13.13. The Backer expressly acknowledges, understands and agrees that the Backer is using the EPC Tokens, the Website and other Token Provider documents at the Backer's sole risk and that the EPC Tokens, the Website and other Token Provider documents are each provided, used and acquired on an "as is" an on an "as available" basis without representations, warranties, promises or guarantees whatsoever of any kind by the Token Provider and the Backer shall rely on its own examination and investigation thereof.

13.14. This Whitepaper does not constitute or form part of any opinion on any advice to sell, or any solicitation of any offer by the distributor/vendor of the EPC tokens (the "Distributor") to purchase any EPC tokens nor shall it or any part of it nor the fact of its presentation form the basis of, or be relied upon in connection with, any contract or contribution decision.

13.15. Energy Premier and/or the Distributor does not make or purport to make, and hereby disclaims, any representation, warranty or undertaking in any form whatsoever to any entity or person, including any representation, warranty or undertaking in relation to the truth, accuracy and completeness of any of the information set out in the Whitepaper.

13.16. You agree and acknowledge that the Whitepaper, the undertaking and/or the completion of the Energy Premier Initial Coin Offering, or future trading of the EPC tokens on any cryptocurrency exchange, shall not be construed, interpreted or deemed by you as an indication of the merits of the Energy Premier and/or the Distributor, the EPC tokens, the Energy Premier Initial Coin Offering and the Energy Premier Wallet(s) (each as referred to in the Whitepaper);

13.17. You agree and acknowledge that in the case where you wish to purchase any PAY tokens, the PAY tokens are not to be construed, interpreted, classified or treated as:

- any kind of currency other than cryptocurrency;
- debentures, stocks or shares issued by any person or entity (whether Energy Premier and/or the Distributor)
- rights, options or derivatives in respect of such debentures, stocks or shares;
- rights under a contract for differences or under any other contract the purpose or pretended purpose of which is to secure a profit or avoid a loss;
- units in a collective contribution scheme;
- units in a business trust;
- derivatives of units in a business trust; or
- any other security or class of securities.

13.18. No Advice. No information in the Whitepaper should be considered to be business, legal, financial or tax advice regarding Energy Premier, the Distributor, the EPC tokens, the Energy Premier Initial Coin Offering and the Energy Premier Wallet(s) (each as referred to in the Whitepaper). You should consult your own legal, financial, tax or other professional adviser regarding Energy Premier and/or the Distributor and their respective businesses and operations, the EPC tokens, the Energy Premier Initial Coin Offering and the Energy Premier Wallet(s) (each as referred to in the Whitepaper). You should be aware that you may be required to bear the financial risk of any purchase of PAY tokens for an indefinite period of time.

13.19. To the maximum extent permitted by the applicable laws, regulations and rules, Energy Premier and/or the Distributor shall not be liable for any indirect, special, incidental, consequential or other losses of any kind, in tort, contract or otherwise (including but not limited to loss of revenue, income or profits, and loss of use or data), arising out of or in connection with any acceptance of or reliance on the Whitepaper, Energy Premier platform, EPC tokens or any part thereof by you.

14. Limitation of Liability

14.1. In no case shall the Token Provider be liable for any damage incurred by the Backer in using the Token Provider's services or in relation thereof, if the damage is a direct or indirect result of:

- the action or omission of the Backer or a person for which the Backer is responsible, or who acts upon the Backer's authorization or in the Backer's interest;
- actions of third parties, including the persons who on their own behalf or together with the Token Provider provide the operation of an individual service or a part of a service or deliveries;
- force majeure: events that the Token Provider could not foresee upon concluding the contractual relationship and which or the consequences of which cannot be avoided are deemed as force majeure. For example, but not exclusively, force majeure includes floods, wars, extraordinary events, demonstrations, instances of civil disobedience, measures of national or local authorities, fire, earthquake, strikes, interruptions to production processes, traffic jams and other cases recognized by case. The Backer explicitly agrees that a long disconnection or disturbances to the power supply, unforeseen hardware or software faults, failures in the telecommunication network or disturbances to its access, technical problems of the suppliers of products and services required and used by the Token Provider shall also be deemed as force majeure; the foregoing events shall be deemed as force majeure even if they stem from the domain of the Token Provider.

14.2. In no case shall the Token Provider be liable for any indirect damages and for loss of profit.

14.3. In no case shall the Token Provider be responsible for any loss, damage or change to the Buyer's content saved on the Token Provider's equipment.

14.4. In no case shall the Token Provider be liable for damages caused to the Backer by computer malware or other harmful and/or malicious programs or other software or due to breach of the computer or information system.

14.5. The Backer itself is responsible for preparing and saving backups of its data that have been stored on the Token Provider's servers.

14.6. If in any case the exclusions of liability of the Token Provider shall be declared void or illegal, then the Token Provider's liability shall be limited to the maximum extent allowed by the applicable legislation.

14.7. We may display third-party content, advertisements, links, promotions, logos and other materials on our Website (collectively, the "Third-Party Content") for your convenience only. We do not approve of, control, endorse or sponsor any third parties or Third-Party Content, and we make no representations or warranties of any kind regarding such a Third-Party.

15. Risks

15.1. ICO projects are not legally very well regulated yet, and there is a huge absence of legal practice and regulators' guidance. By participating in The Project you acknowledge that you have been informed about the following risks associated with The Project, the Website, the Promotional materials, the EPC Tokens, the Platform and the EPC Token distribution.

15.2. Risk of losing EPC Tokens if the wrong Wallet Address has been provided. If you send to the Token Provider the wrong wallet address or a wallet address that does not support the EPC or you lose your private keys to the wallet address that was sent to the Token Provider, it can result in the loss of EPC Tokens.

15.3. Risk of losing EPC Tokens if the provided wallet address does not support Ethereum platform based EPC Tokens and risk of malfunction of Ethereum Network. If the Backer sends to the Token Provider a digital wallet address that is not an Ethereum compatible wallet or the Backer sends a wrong wallet address, the Backer may lose all the EPC Tokens sent to this address. There is a possibility that the Ethereum Network (with which Energy Premier are in interaction) malfunctions which can result in a transfer delay or even the loss of EPC Tokens.

15.4. Risk of a Crypto Exchange malfunction. The Token Provider is not and will not be responsible if the Backer is using Crypto or other Exchanges where one can trade with cryptocurrencies and crypto tokens.

15.5. Risk of loss of value. Since the value of the EPC Tokens will be determined in the future by demand and supply, the value of the EPC Tokens might fluctuate enormously or even drop to zero.

15.6. Risk of low or no liquidity. The Token exchange market price may experience extreme volatility. Cryptographic tokens or cryptocurrencies have demonstrated extreme fluctuations in price over short periods of time on a regular basis. You must be prepared to accept similar fluctuations in the EPC token exchange value. Such fluctuations are due to the market forces and represent changes in the balance of supply and demand. The Token Provider cannot and does not guarantee any market liquidity for the EPC Tokens. Additionally, due to the different regulatory requirements in different jurisdictions, the liquidity of the EPC Token may be markedly different in different jurisdictions.

15.7. Risk of a hacker attack. You understand and accept the risk that hackers or other groups or organizations may attempt to steal Energy Premier or otherwise interrupt or cancel the Token Provider's ICO, business or usage of Energy Premier and You acknowledge that any such attempt resulting in a theft or loss of EPC Tokens shall not be covered by the Token Provider at all times.

15.8. Risk of security weakness in the EPC Tokens' source code. There is a risk of unintended security weakness in the EPC Tokens source code that might result in a loss of Tokens.

15.9. Risk of unfavorable regulatory action. Cryptocurrencies are being, or may be, scrutinized by the regulatory authorities of various jurisdictions. Token Providers may receive queries, notices, warnings, requests or rulings from one or more regulatory authorities from time to time, or may even be ordered to suspend or discontinue any action in connection with the Token Provider, as well as be impacted by one or more regulatory enquiries or regulatory actions which could impede or limit the ability of the Token Provider to conduct business any further. The development, marketing, promotion or otherwise of the Token Provider may be seriously affected, hindered or terminated as a result.

15.10. Risk regarding security regulations. There is a risk that in some jurisdictions the Token might be recognized as a Security, or it might be recognized as a Security in the future. The Token Provider does not give a guarantee or warranty that EPC Tokens are not a Security in all jurisdictions. Therefore, the Token Provider appeals to each Backer to check the legislation.

15.11. Transmission Risk. When the Token Provider transfers the EPC Tokens to the Backer's wallet address, the transmission can be longer or delayed or can even be unsuccessful or it can result in the loss of EPC Tokens for the Backer.

15.12. Risk of Token price fluctuation. Backer should understand and accept that acquiring and the sale of cryptocurrencies and tokens of any kind (including the EPC) involves risk. Due to the constant price fluctuations, you may increase or lose the value of your assets at any time.

15.13. Risk that the Platform is not delivered in due time or does not meet expectations. The Platform is going to be developed according to the timeline described in the White Paper. The Platform designed and developed may not deliver or meet functionalities it currently does or those mentioned in the Energy Premier White Paper or may substantially differ from expectations if the Energy Premier team learns that certain modifications or functionalities are needed/ are obstructing in order to provide a much better product-market fit, satisfy customer needs or make a better timed go-to-market move.

16. Taxation

The Backer acknowledges, understands and agrees that: (a) the acquisition of Energy Premier Terms of Sale www.tokensale.energypremier.com may have tax consequences for the Backer; (b) the Backer is solely responsible for the Backer's compliance with the Backer's tax obligations; and (c) the Token Provider bears no liability or responsibility with respect to any tax consequences to the Buyer.

17. Lack of Legal and Tax Regulation Practice

The Backer acknowledges that Legal and Tax regulations regarding blockchain technology and crypto currencies are very limited and insufficient. Thus, the Backer expressly agrees that he has sufficient knowledge and understanding of the risks and merits of blockchain-based systems to make an informed decision to exchange Energy Premier and evaluate the risks of the exchange.

18. Obligation to Comply with the Laws of the Backer's Jurisdiction

The Backer shall comply with and not break any law in his jurisdiction of residence or nationality by using the Token Provider's services. The Backer shall be liable for any damage incurred due to a breach of this provision to himself and to the Token Provider, shall such acts results in any actions, and shall forfeit exchanged Energy Premier at the discretion of the Token Provider.

19. AML

The Token Provider reserves the right to conduct "know your customer", due to legislation, regulatory or other reason, demand procedure and any other kind of Backer due diligence on you at any time (including after the close of the ICO). If the Token Provider discovers your acquisition of Energy Premier is violating this Terms or any anti-money laundering, counter-terrorism financing or other regulatory requirements, your acquisition of Energy Premier under the Presale or ICO shall be invalid with retroactive effect and the Token Provider shall be entitled to immediately terminate this Agreement

(Terms) with you, deny your access to the ICO, reject the delivery of any EPC Tokens and request the return of any delivered EPC Tokens, irrespective of any payment that you could have made. You may be required to provide the Token Provider with certain personal information, including but not limited to, your name, surname, address, telephone number, email, date of birth, personal ID, passport, utility bills, proof regarding the source Terms of Sale www.tokensale.energypremier.com of funds or proof of wealth, video or live identification of the person etc. You hereby authorize the Token Provider to directly make any inquiries we consider necessary to verify your identity and/or account information, and request and obtain any consumer report or similar information relating to you and to take action we reasonably deem necessary based on the results of such inquiries.

20. Intellectual Property

The Token Provider retains all Intellectual Property rights, interests and titles to the full extent and without limitations. The Backer shall not use or abuse the Token Provider's Intellectual Property without prior written approval of the Token Provider.

21. Governing Law

The Token Provider and the Backer shall cooperate in good faith to resolve any dispute or claim that might arise out of, relating to or in connection with these Terms, including with respect to the formation, applicability, breach, termination, validity or enforceability (thereof the Dispute). The relationship between the Token Provider and the Backer is subject to the laws of place when new company will be located, without the use of substance and procedure in private international law. Disputes between the contracting parties are to be settled by the competent court according to the location of the Token Provider's registered office.

22. Force Majeure

Events that the Token Provider could not foresee upon concluding the contractual relationship and which, or the consequences of which, cannot be avoided, are deemed as force majeure; for example, but not exclusively, force majeure includes floods, wars, extraordinary events, demonstrations, instances of civil disobedience, measures of national or local authorities, fire, earthquake, strikes, interruptions to production processes, traffic jams and other cases recognized by case. The Backer explicitly agrees that a long disconnection or disturbances to the power supply, unforeseen hardware or software faults, failures in the telecommunication network or disturbances to its access, technical problems of the suppliers of products and the services required and used by the Token shall also be deemed as force majeure; the foregoing events shall be deemed as force majeure even if they stem from the domain of the Token Provider.

23. Severability

The determination of any of the provisions of these Terms by a court of competent jurisdiction which shall affect the validity or enforcement of any of the provisions, shall result in a modification of the provision to make it valid and fulfilling the original intent of the Parties to the extent possible. All the transactions shall be performed as originally anticipated to the extent possible.

24 . Final Provision

24.1. An email message shall be deemed as a valid form of communication between the contracting parties. This email message must be sent to the email address stated upon registration or to the email address the contracting party has submitted to another contracting party as per the provisions of these Terms and is verified by the Token Provider. At any time and without stating the cause, the Token Provider may request the Buyer to confirm the contents of an email via registered post or by any other appropriate means.

24.2. The message is deemed received upon its receipt by the other contracting party. The message is deemed received even if the other contracting party does not receive it and the sending party can prove that the message was sent as per the first paragraph of this Article.

24.3. The Backer guarantees to the Token Provider that its property (cryptocurrency that he transfers to the Token Provider) does not originate and is in no way related to money laundering, hiding money, tax evasion, terrorism, crime, illicit trade in weapons, drugs, trafficking or other offences and that it fully complies with the legislation in the field of money laundering and terrorism financing prevention.

24.4. The Token Provider reserves the right to change any and all provisions of these Terms at any time and without prior notice.

24.5. These Terms shall apply from February 07th, 2018.

25. Cautionary note on forward-looking statements

25.1. All statements contained in the Whitepaper or these Terms and Conditions, statements made in press releases or in any place accessible by the public and oral statements that may be made by Energy Premier and/or the Distributor or their respective directors, executive officers or employees acting on behalf of Energy Premier or the Distributor (as the case may be), that are not statements of historical fact, constitute "forward-looking statements". Some of these statements can be identified by forward-looking terms such as "aim", "target", "anticipate", "believe", "could", "estimate", "expect", "if", "intend", "may", "plan", "possible", "probable", "project", "should", "would", "will" or other similar terms. However, these terms are not the exclusive means of identifying forward-looking statements. All statements regarding Energy Premier's and/or the Distributor's financial position, business strategies, plans and prospects and the prospects of the industry which Energy Premier and/or the Distributor is in are forward-looking statements. These forward-looking statements, including but not limited to statements as to Energy Premier's and/or the Distributor's revenue and profitability, prospects, future, other expected industry trends and other matters discussed in the Whitepaper regarding Energy Premier and/or the Distributor are matters that are not historic facts, but only predictions. These forward-looking statements involve known and unknown risks, uncertainties and other factors that may cause the actual future results, performance or achievements of Energy Premier and/or the Distributor to be materially different from any future results, performance or achievements expected, expressed or implied by such forward-looking statements. These factors include, amongst others:

- changes in political, social, economic and stock or cryptocurrency market conditions, and the regulatory environment in the countries in which Energy Premier and/or the Distributor conducts its respective businesses and operations;

- the risk that Energy Premier and/or the Distributor may be unable or execute or implement their respective business strategies and future plans;
- changes in interest rates and exchange rates of fiat currencies and cryptocurrencies;
- changes in the anticipated growth strategies and expected internal growth of Energy Premier and/or the Distributor;
- changes in the availability and fees payable to Energy Premier and/or the Distributor in connection with their respective businesses and operations;
- changes in the availability and salaries of employees who are required by Energy Premier and/or the Distributor to operate their respective businesses and operations;
- changes in preferences of customers of Energy Premier and/or the Distributor;
- changes in competitive conditions under which Energy Premier and/or the Distributor operate, and the ability of Energy Premier and/or the Distributor to compete under such conditions;
- changes in the future capital needs of Energy Premier and/or the Distributor and the availability of financing and capital to fund such needs;
- war or acts of international or domestic terrorism;
- occurrences of catastrophic events, natural disasters and acts of God that affect the businesses and/or operations of Energy Premier and/or the Distributor;
- other factors beyond the control of Energy Premier and/or the Distributor; and
- any risk and uncertainties associated with Energy Premier and/or the Distributor and their businesses and operations, the EPC tokens, the Energy Premier Initial Token Sale and the Energy Premier Wallet(s) (each as referred to in the Whitepaper).

25.2. All forward-looking statements made by or attributable to Energy Premier and/or the Distributor or persons acting on behalf of Energy Premier and/or the Distributor are expressly qualified in their entirety by such factors. Given that risks and uncertainties that may cause the actual future results, performance or achievements of Energy Premier and/or the Distributor to be materially different from that expected, expressed or implied by the forward-looking statements in the Whitepaper, undue reliance must not be placed on these statements.

25.3. Neither Energy Premier, the Distributor nor any other person represents, warrants and/or undertakes that the actual future results, performance or achievements of Energy Premier and/or the Distributor will be as discussed in those forward-looking statements. The actual results, performance or achievements of Energy Premier and/or the Distributor may differ materially from those anticipated in these forward-looking statements.

25.4. Nothing contained in the Whitepaper is or may be relied upon as a promise, representation or undertaking as to the future performance or policies of Energy Premier and/or the Distributor. Further, Energy Premier and/or the Distributor disclaim any responsibility to update any of those forward-looking statements or publicly announce any revisions to those forward-looking statements to reflect future developments, events or circumstances, even if new information becomes available or other events occur in the future.