

GMAT TOKENS SALE AGREEMENT

Last updated: 31.10.2018

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1. This Token Sale agreement ('Agreement') forms a legally binding contract between You and the GOWITHMI.COM that is a company incorporated in Singapore (registered address #17-01FZL, Marina Bay financial center tower 3, 12 marina boulevard, Singapore 018982 ["Company," "GOWITHMI", "we," "us"]) and sets forth general rules and procedure of GMAT Tokens Sale by the Company and their purchase by the Purchaser. This Agreement is inalienable part of General Terms & Conditions of GMAT Tokens Sale that the Purchaser shall carefully read, understand and irrevocably accept. In terms not regulated by this Agreement (including but not limited to intellectual property rights, dispute resolution etc.), the GOWITHMI General Terms&Conditions of GMAT Tokens Sale shall apply to the relationships that arise hereunder.

2. THIS AGREEMENT CERTIFIES THAT You (hereinafter the "Purchaser" or "You") by clicking the button "I agree" on the Website and making a payment of ETH (Ethereum) BTC(Bitcoin), USDT equal to 0.006 USD for one GMAT Token according to the cost of ETH, BTC, USDT for each GMAT Token to the Tokens smart contract address, that is specified on the official Website of GOWITHMI, during the Token Sale period (the "Payment Date" or "Payment period"), GOWITHMI.COM, shall be entitled to take delivery of certain digital cryptographic token (the "GMAT Token") upon the occurrence of the Company's Token Sale, subject to GOWITHMI General Terms & Conditions of GMAT Token Sale and the provisions set forth below.

3. The definitions set forth herein and mentioned with capital letter shall have the meaning as described in GOWITHMI General Terms & Conditions of GMAT Token Sale.

4. GMAT Token Sale period is the period of time from 11.2018 to 12.2018 (Private Sale) and from 11.12.2018 to 30.01.2019 (PRE-ICO) and during 31.01.2019 to 28.02.2019 (ICO), during which the Company shall deliver to the Purchaser a number of GMAT Tokens equal to the Purchase Amount paid to the Company by Purchasers in the Token Sale (according to the procedures referenced in GOWITHMI General Terms & Conditions of GMAT Tokens Sale and this Agreement).

5. The following bonus system will function during the GMAT Token Sale:

- Up to 30% of Additional GMAT Tokens, if the purchase was made during the Private Sale depending on the exact time of the purchase;
- From 2.5% to 5% of Additional GMAT Tokens, if the purchase was made during the PRE-ICO depending on the exact time of the purchase;

- From 0% to 2.5% of Additional GMAT Tokens, if the purchase was made during the ICO depending on the exact time of the purchase;

6. GMAT Tokens are available for purchase to Purchasers who are eligible to enter to this agreement according to the clause 3 of GOWITHMI General Terms & Conditions of GMAT Tokens Sale (Purchasers) and clause 25 of this Agreement only during a limited GMAT Tokens Sale period of time that is defined in the Appendix A of GOWITHMI General Terms & Conditions of GMAT Tokens Sale and clause 4 of this Agreement.

7. GOWITHMI's publication on the Website of an offer to sell GMAT Tokens to a number of Purchasers (potential GOWITHMI Token purchasers) is considered a legally binding offer of the GOWITHMI to sell GMAT Tokens (hereinafter referred to as the "Offer").

8. The Offer shall be available only at the Website via specific form, that is stipulated on the web-site. Any other offers concerning GMAT Tokens Sale presented on any other websites or internet resources shall be considered null and void and shall not put any obligations upon the GOWITHMI.

9. The number of GMAT Tokens offered for sale by the GOWITHMI is limited. Such number of GMAT Tokens to be sold and available for purchase is defined in the Appendix A of the GOWITHMI General Terms & Conditions of GMAT Tokens Sale.

10. Legally binding acceptance of the Offer shall be conducted by a Purchaser by clicking the button "I agree" on the Website in the specific field and sending the Purchase Amount of ETH(Ethereum) BTC (Bitcoin), USDT equal to 0.006 USD to the Tokens smart contract address, that is specified on the official Website of GOWITHMI. By this action the respective Purchaser, agree that he fully read, understood and irrevocably accepted this GMAT Token Sale agreement. From this moment the Offer shall be considered formally accepted by the respective Purchaser.

11. Offer Acceptance shall be deemed irrevocable.

12. The price of one GMAT Token is set forth in the amount of ETH (Ethereum), BTC (Bitcoin), USDT equal to 0.006 USD for one GMAT Token according to the cost of ETH, BTC, USDT for each GMAT Token to the date of purchase. Minimum investment amount is not set. Maximum investment amount will be defined in due time prior to the start of the Token Sale

and can be changed by Company on its own discretion. The payment for GMAT Tokens can be conducted by Purchasers only in ETH (Ethereum) BTC (Bitcoin), USDT.

13. To purchase GMAT Tokens the Purchaser shall only send cryptocurrency funds from his/her personal wallet (hardware wallet) in the amount which is equivalent to the amount of the GMAT Tokens the Purchaser is willing to receive for such payment. It is prohibited to send cryptocurrency funds to purchase GMAT Tokens from any cryptocurrency exchanges.

14. Purchaser is not entitled to send any funds to purchase GMAT Tokens until GMAT Tokens Sale period has officially begun. Purchaser is not entitled to send any funds to purchase GMAT Tokens upon ending of the respective GMAT Tokens Sale.

15. Tokens shall be sent to the Purchaser's personal respective cryptocurrency wallet automatically, after making a purchase. To the extent allowable pursuant to Applicable Law, the purchase of the GMAT Tokens by the Purchaser from the GOWITHMI is final, and, thus, there are no refunds and/or cancellations.

16. Ownership rights for GMAT Tokens shall be transferred from the GOWITHMI to the respective Purchaser upon completion of payment procedure by the Purchaser.

17. By purchase of GMAT Tokens hereunder the Purchaser represents and warrants that his/her funds in no way came from illegal or unethical sources, that the Purchaser is not using any proceeds of criminal or illegal activity, and that no transaction involving GMAT Tokens are being used to facilitate any criminal or illegal activity

18. The Purchaser is obliged to provide valid proves concerning legality of his/her proceeds used to purchase GMAT Tokens upon GOWITHMI's request or request of bank institutions or government authorities. Purchaser is also obliged to follow all other binding responsibilities, that are stipulated in General Terms & Conditions of GMAT Tokens Sale.

19. By accepting this Agreement and by purchase of the GMAT Tokens, the Purchaser represents/warrants and accepts that there are certain risks associated with purchase of GMAT Tokens, holding GMAT Tokens, and using GMAT Tokens described in Appendix B of GOWITHMI General Terms & Conditions of GMAT Tokens Sale.

Purchaser is only allowed to purchase GMAT Tokens if by buying GMAT Tokens he/she/it covenant, represent, and warrant that they are neither a citizen, resident or tax resident of the United States of America, (hereinafter referred to as the "U.S." or U.S. Person) [unless they are

certified “accredited investors” within the meaning of the Securities Act of 1933], Singapore, China, Switzerland, North Korea, Afghanistan, Pakistan, Iran, Syria, Yemen, Somalia, Sudan, South Sudan, Central African Republic and countries or territories or individuals under the sanctions of the United Nations or the European Union (the list is available at: https://eeas.europa.eu/sites/eeas/files/restrictive_measures-2017-08-04.pdf).

You also represent and warrant that You are not a citizen or resident of a geographic area in which access to or use of the cryptocurrency or Tokens, or where participation in ICO is prohibited by applicable law, decree, regulation, treaty, or administrative act. We shall reserve the right to refuse selling GMAT Tokens to anyone who does not meet the criteria set forth above. The accredited investors within the meaning of the Securities Act of 1933 of the United States of America, are allowed to the Tokens Sale but such accredited investors shall not by any lawful means alienate purchased GMAT tokens for 1(one) year after the purchase took place.

The U.S. [unless they are certified “accredited investors” within the meaning of the Securities Act of 1933], Singapore, China, Switzerland citizens and residents are not eligible and not allowed to participate in the GMAT Token Sale due to various taxation and regulatory issues. Purchaser is only allowed to purchase GMAT Tokens if he/she/it is neither a U.S., Singapore, China, Switzerland citizen or permanent resident of the mentioned states, nor Purchaser has a primary residence or domicile in the U.S. (including Puerto Rico, the U.S. Virgin Islands, and any other possessions of the U.S.) or Singapore, China, Switzerland. In order to buy GMAT Tokens and by buying them Purchaser covenant, represent, and warrant that none of the owners of the company, of which Purchaser can be an authorized officer, are U.S., Singapore, China, Switzerland citizens or permanent residents. Should this change at any time, Purchaser shall immediately notify the Company. Purchaser also represent and warrant that he/she/it is not a citizen or resident of a geographic area in which access to or use of the cryptocurrency or cryptographic tokens is prohibited by applicable law, decree, regulation, treaty, or administrative act. The Company shall reserve the right to refuse to sell GMAT Tokens to anyone who does not meet the citizenship and residence criteria set forth above. Purchasers cannot resell GMAT Tokens to citizens and residents of countries and territories restricted in this Agreement. The accredited investors within the meaning of the Securities Act of 1933 of the United States of America, are allowed to the Tokens Sale but such accredited investors shall not by any lawful means alienate purchased GMAT tokens for 1 (one) year after the purchase took place.

20. The Purchaser is only allowed to purchase GMAT Tokens if and by buying GMAT Tokens he (or she) covenants, represents, and warrants that he (or she) (under the Applicable Law and law of the country of Participant’s residence):

1) is of an age of majority to enter into this Agreement (at least 18 years of age), meets all other eligibility and residency requirements, and is fully able and legally competent to

purchase GMAT Tokens, enter into agreement with the GOWITHMI and in doing so will not violate any other agreement to which he (or she) is a party;

2) if he (she) is a corporation, governmental organization or other legal entity, he/she have the right, power and authority to enter into this agreement on behalf of the corporation, governmental organization or other legal entity and bind them to these Terms;

3) will not be using the GMAT Tokens for any illegal activity, including but not limited to money laundering and the financing of terrorism;

21. GMAT Tokens are to be provided on an “as is” and “as available” basis and without any warranties of any kind, either expressed or implied. The Purchaser assume all responsibility and risk with respect to buying of any amount of the GMAT Tokens and their use. The Purchaser hereby expressly agrees that, to the maximum extent permitted by the Applicable Law, the GOWITHMI does not accept any liability for any damage or loss, including loss of business, revenue, or profits, or loss of or damage to data, equipment, or software (direct, indirect, punitive, actual, consequential, incidental, special, exemplary or otherwise), resulting from any use of, or inability to use the Website or the material, information, software, facilities, services or content on the Website, as well as from purchasing of the GMAT Tokens, regardless of the basis, upon which the liability is claimed and even if the GOWITHMI has been advised of the possibility of such loss or damage. The Purchaser understands and agrees that the GOWITHMI shall not be held liable to and shall not accept any liability, obligation or responsibility whatsoever for any change of the value of the GMAT Tokens. The Purchaser understands and expressly agrees that the GOWITHMI shall not guarantee in any way that the GMAT Tokens might be sold or transferred during or after the GOWITHMI Token Sale. If Applicable Law does not allow all or any part of the above limitation of liability to apply to the Purchaser, the limitations will apply to the Purchaser only to the extent permitted by the Applicable Law. The Purchaser understands and agrees that it is his/her obligation to ensure compliance with any legislation relevant to his/her country of domicile concerning purchasing of the GMAT Tokens. Purchasing of the GMAT Tokens by the Purchaser in no way creates any exclusive relationship between the Purchaser and the GOWITHMI, nor any partnership, joint venture, employment or agency.