

Demeter Crowdsale Terms & Conditions

(“Terms and Conditions” relating to the purchase of DMT Tokens)

The Buyer accepts all the Terms and Conditions by clicking in the check box and sending ETH to Demeterlife address.

General

1. Demeter HK Ltd (the “Company”) is developing the Demeter ag4.0 platform as further described in the Demeter White Paper amended from time to time at the sole discretion of the Company (the “White Paper”).
2. Demeterlife Token (DMT, or DMT Token) is an ERC-20 token based on the Ethereum blockchain technology meaning the Demeterlife Ag4.0 shall be used (“Platform”).
3. Although the Company intends to develop the Platform in the manner as generally described in the White Paper, there is no assurance that the development of the Demeterlife Ag4.0 Platform will be carried on the time and the modalities described, or that there will ever be a functional platform.
4. The Company shall have no control of the value of DMT and there is no guarantee that DMT will have any value.
5. There are no rights of, uses of attributed to or vested with DMT Tokens, whether such DMT tokens are the one to be used in the Demeterlife Ag4.0 Platform or not.
6. DMT Tokens are in no way deemed a form of securities or shares of the Company and in no way be held represented to be a securities or share of the Company; no right of dividends is attached or conveyed to or vested with DMT Tokens and no right of any kind is attached or conveyed to or vested with DMT Token.
7. Although Demeter team will do the best endeavors to procure the DMT Tokens to be listed in certain major token exchanges, there is no assurance that this will happen and the Company shall not be responsible for any failure to list the DMT tokens due to whatever reason.
8. The Company shall have the right to delay, to hold, to refuse, to cancel or to revoke any DMT Token purchase requests at any time at its sole discretion.
9. Buyer acknowledges, understands and agrees that the proceeds from the sale of the DMT Tokens will be utilized by the Company at its sole discretion.

Token Status

10. As mentioned, the sale of DMT Tokens and the DMT Tokens themselves are not securities, debentures, collective investment schemes, commodities, swaps on either securities or commodities or a financial instrument of any kind (“Financial Instruments”). Purchases and sales of DMT Tokens are not subject to the protections of any laws governing those types of Financial Instruments. The Terms and Conditions herein and all other documents referred to hereto or attached herein including the White Paper do not constitute a

prospectus or offering document, and are not an offer to sell, nor the solicitation of an offer to buy any Financial Instruments.

Disclaimer and Limitation of liabilities

11. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW AND EXCEPT AS OTHERWISE SPECIFIED IN A WRITING BY US, (A) DMT ARE SOLD ON AN “AS IS” AND “AS AVAILABLE” BASIS WITHOUT WARRANTIES OF ANY KIND, AND THE COMPANY EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES AS TO DMT TOKENS, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT; (B) THE COMPANY DOES NOT REPRESENT OR WARRANT THAT DMT TOKENS ARE RELIABLE, CURRENT OR ERROR-FREE, MEET ANY REQUIREMENTS, OR THAT DEFECTS IN DMT TOKENS WILL BE CORRECTED; AND (C) THE COMPANY CANNOT AND DO NOT REPRESENT OR WARRANT THAT DMT TOKENS OR THE DELIVERY MECHANISM FOR DMT TOKENS ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.
12. To the fullest extent permitted by applicable law, Buyer releases the Company and its directors, officers, employees, advisors, consultants, and or agents (“Company Parties”) from responsibility, liability, claims, demands and/or damages (actual and consequential) of every kind and nature, known and unknown (including, but not limited to, claims of negligence), arising out of or related to disputes between users and the acts or omissions of third parties.
13. Buyer understands and agrees that the Company and Company Parties shall not be liable to any or all liabilities to Buyer in connection with any force majeure event, including acts of God, labor disputes or other industrial disturbances, electrical, telecommunications, hardware, software or other utility failures, software or smart contract bugs or weaknesses, earthquakes, storms, or other nature-related events, blockages, embargoes, riots, acts or orders of government, acts of terrorism or war, technological change, changes in interest rates or other monetary conditions, and, for the avoidance of doubt, changes to any blockchain-related protocol.
14. Notwithstanding any provisions to the contrary in this Terms and Conditions, in no event shall either Party be liable to the other Party or any other party for loss of profits, loss of business, loss of earnings, loss of use, loss of (anticipated) savings, or for indirect, consequential or punitive loss or damages, howsoever arising and whether or not the former Party had notice of the same.

Security and Taxes

15. Buyers are responsible for implementing reasonable measures for securing the wallet, vault or other storage mechanism Buyer uses to receive and to hold DMT Tokens, including any requisite private key(s) or other credentials necessary to access such

storage mechanism(s). If any private key(s) or other access credentials are lost, Buyers may lose access to their DMT Tokens. The Company shall not be responsible for any such losses.

16. The purchase price of DMT is exclusive of all tax. Buyer acknowledges, understands and agrees that: (a) the purchase and receipt of DMT Tokens may have tax consequences for Buyer; (b) Buyer is solely responsible for Buyer's compliance with Buyer's tax obligations; and (c) Company bears no liability or responsibility with respect to any tax consequences to Buyer. For the purpose of this Terms and Conditions, Tax shall mean a tax is any contribution imposed by a government or authority upon individuals or corporation, for the use and service of a state, a territory or country, whether under the name of toll, tribute, tallage, gabel, impost, duty, customs, excise, subsidy, aid, supply, or other name. For clarity, Buyer shall be responsible for his or her own tax.

Buyers' Representation and Warranties:

17. Buyer's Eligibility
 - I. The Website and DMT Tokens are not offered for use to natural and legal persons, having their habitual residence or their seat of incorporation in the following countries: i) the United States of America; and ii) the People's Republic of China (excluding Hong Kong, Macau and Taiwan) ("Restricted Areas").
 - II. Natural and legal persons with their habitual residence or seat of incorporation from the Restricted Areas shall not use the Website and the DMT Tokens. None of the activities of the Company take place in the Restricted Areas.
 - III. The Company reserves its right to decide in its own discretion to adopt reasonable organizational and technical measures to assure that the Website and DMT Tokens are not available to persons from paragraph I. Due to the DMT Tokens being offered on the Internet (meaning both the world-wide web and the Ethereum blockchain) the Company and Buyer understand that there is a possibility that there might be a certain "flow back" of DMT Tokens to natural and legal persons with their habitual residence or seat of incorporation located in the Restricted Areas. the Company consequently explicitly prohibits persons from paragraph 6.1 from using the DMT Tokens. the Company shall not be held liable for any legal or monetary consequence arising of such use. Such persons using DMT Tokens despite the prohibition shall on first request indemnify and hold harmless the Company from any legal or monetary consequence arising of their breach of the terms as described in this paragraph III. Any person, matching the criteria from paragraph 6.1, shall immediately stop using DMT Tokens and leave the Website.
 - IV. If Buyer is registering to use the Platform on behalf of a legal entity, Buyer represents and warrants that (a) such legal entity is duly organized and validly existing under the applicable laws of the jurisdiction of its organization; and (b) Buyer is duly authorized by such legal entity to act on its behalf.
 - V. Buyer further represents and warrants that Buyer: (a) is of legal age to form a binding contract (at least 18 years old in most of the jurisdictions); (b) has full power and authority to enter into this Terms and Conditions and in doing so will not violate any other agreement to which Buyer is a party; (c) are not located in, under the control of, or a national or

resident of any Restricted Areas; (d) has not been placed on any of the sanctions lists, published and maintained by the United Nations, European Union, any EU country, UK Treasury and US Office of Foreign Assets Control (OFAC); (e) will not use the DMT Tokens if any applicable laws in jurisdiction of Buyer's habitual residence or incorporations prohibit Buyer from doing so in accordance with the Terms and Conditions; (f) has a deep understanding of the functionality, usage, storage of cryptographic tokens, smart contracts, and blockchain-based software; (g) have carefully reviewed the content of this Terms and Conditions and has understood and agreed with Terms and Conditions; (h) will contribute Ether (ETH) from a Wallet or Wallet service provider that technically supports DMT Tokens; and (i) Buyer is not obtaining DMT Tokens for the purpose of speculative investment.

18. By transferring Ether to the smart contract system, as explained in Crowdsale/ICO section, to purchase DMT Tokens, the Buyers represent and warrant to the Company that:
- I. Buyer has read and fully understand the Terms and Conditions and advices from independent legal and financial advisors have been sought prior to this purchase;
 - II. Buyer has sufficient understanding of the functionality, usage, storage, transmission mechanisms and other material characteristics of cryptographic tokens like Bitcoin and Ether, token storage mechanisms (such as token wallets), blockchain technology and blockchain-based software systems to understand these Terms and to appreciate the risks;
 - III. Buyer has obtained sufficient information about DMT to make an informed decision to purchase DMT Token;
 - IV. Buyer understands the restrictions and risks associated with the creation of DMT Tokens by the Smart Contract System as set forth herein, and acknowledge and assume all such risks;
 - V. Buyer understands, acknowledges and assumes the risks associated with the purchase, holding and use of DMT Token;
 - VI. Buyer understands that DMT confer only the right to receive Services on the Platform, and confer no other rights of any form with respect to the Platform or the Company or its corporate affiliates, including, but not limited to, any voting, distribution, redemption, liquidation, proprietary (including all forms of intellectual property), or other financial or legal rights;
 - VII. Buyer understands that the Platform may never be active or it may be active in modalities that differs from the one as mentioned in the White Paper;
 - VIII. Buyer's purchase of DMT shall observe all applicable laws and regulations in the jurisdiction of the Buyer;
 - IX. Buyer is purchasing DMT at his or her name and not purchasing DMT on behalf of someone else in order to bypass a selling limitation;
 - X. The funds that Buyer is using to purchase DMT are not derived from or related to any unlawful activities, including but not limited to money laundering or terrorist financing, and that Buyer will not use the DMT Tokens to finance, engage in, or otherwise support any unlawful activities.

Dispute Resolutions

19. Any disputes shall be referred to and finally resolved by arbitration under the Hong Kong International Arbitration Centre ("HKIAC") under the rules in effect at the time of the arbitration, except as they may be modified herein or by mutual agreement of the Parties. The seat, or legal place, of arbitration shall be Hong Kong. The language to be used in

the arbitral proceedings shall be English. The governing law of the Terms and Conditions shall be the Hong Kong law. The arbitration award shall be final and binding on the Parties.

20. Any dispute arising out of or related to these Terms and Conditions is personal and the Company and shall be resolved solely through individual arbitration and shall not be brought as a class arbitration, class action or any other type of representative proceeding(s). 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.

Miscellaneous

21. The Company may modify the Terms and Conditions from time to time by posting a revised or an updated version on its Website. The modified, updated or revised terms will become effective upon posting. It is Buyer's responsibility to check the Website regularly for modifications to the Terms and Conditions.
22. The Terms and Conditions, including the exhibits attached hereto and the materials incorporated herein by reference, constitutes the entire agreement between the Parties and supersedes all prior or contemporaneous agreements and understandings, both written and oral, between the Parties with respect to the subject matter hereof, including, without limitation, any public or other statements or presentations made by the Company about the DMT Token, the Demeter Platform, Blockchain Tokens or any other tokens on the Demeter Platform.
23. The Terms and Conditions will terminate upon the completion of all sales in the DMT Token Distribution. The Company reserves the right to terminate this Agreement, at its sole discretion, in the event that Buyer breaches and terms or conditions of the Terms and Conditions. Upon termination of this Terms and Conditions: (a) all of Buyer's rights under this Terms and Conditions immediately terminate; (b) Buyer is not entitled to a refund of any amount paid; and (c) all other articles of this Terms and Conditions will continue to apply in accordance with their terms.
24. The failure by the Company to exercise or enforce any right or provision of this Terms and Conditions will not constitute a present or future waiver of such right or provision nor limit the Company's right to enforce such right or provision at a later time. All waivers by the Company must be unequivocal and in writing to be effective.
25. Buyer agrees and acknowledges that all agreements, notices, disclosures and other communications that Company provides Buyer pursuant to this Terms and Conditions or in connection with or related to Buyer's purchase of DMT Tokens, including the Terms and Conditions, may be provided by the Company, in its sole discretion, to Buyer, in electronic form.

EXHIBIT A

ICO Procedures

In this ICO Procedures, a Buyer or Buyers shall be referred as you.

1. The DMT Token distribution ("Distribution") will take place over 30 days starting from November 18^h 2017, 11:00 UTC, and unless the Hard Cap of 26086.96 ETH is reached before the end of the 30 days, in this case the Distribution shall be considered concluded.
2. The total token supply of DMT, in case that the Hard-cap will be reached, will be 200,000,000 tokens.
3. The First 5 days from the starting of the token crowdsale, so between 11:00 UTC of November 18th 2017 and 10:59 UTC of November 23rd 2017, only whitelisted buyers will be allowed to participate and get a bonus of 10% or 5%, depending of the whitelisted level (1st or 2nd level)
4. Starting from 11:00 UTC of November 23rd 2017, also not whitelisted address will be able to join the crowdsale without be entitled to receive any bonus. While for the 1st level and 2nd level whitelisted the bonus available will be reduced by 50%, becoming 5% (1st level whitelisted) and 2.5% (2nd level whitelisted).
5. The token distribution will be as follows:
 - I. 30% released to ICO participants;
 - II. 20% reserved for Development Team;
 - III. 25% reserved for bounties, promotions and business development; and
 - IV. 25% released to DMT token holders in future steps at the discretion of the Company.
6. However since is in place a bonus and referral system that will allow the crowdsale participants to receive a bonus that will be deducted from the bounties, promotions and business development funds, the allocation of tokens will be accordingly and dynamically adjusted. Assuring that the token allocated to the crowdsale will be at least the 30% or more.
7. In case the Hard-cap will be not reached during the ICO time, the total token supply will be adjusted accordingly and unsold token destroyed.
8. In any case and without liability the utilization of undistributed tokens can be changed by the Company in its sole discretion.

Token Price

9. 1 Ether will purchase 2300 DMT, making the sale price of DMT 0.000435 ETH per DMT.

Minimum Cap

10. The crowdsale will be considered successful if at least an amount of 4000 ETH will be raised.
11. In the case that the minimum cap is not reached, the crowdsale participants will be able to claim the ETH sent to the Demeter token sale contract in order to get them refunded. In this case a tiny amount of GAS for cover the transaction fees will be necessary.
12. The company reserve the right to modify the minimum cap amount before and during the crowdsale execution at his solely discretion, in the case that the amount raised would be considered sufficient for the project continuation, or new form of investment will be received outside the crowdsale procedure.
13. Since the price of ETH is volatile and the time of the distribution last for a month there is the high risk the fiat value of contributions made by Buyers could change during this period. The Company will be not responsible for this and Buyers will take all the risks connected to ETH price fluctuation.

Procedure for Buying

14. In order to purchase DMT Tokens during the Sale Period, and to receive the DMT Tokens you purchase, you must have an Ethereum wallet that supports the ERC20 token standard and in which you own the keys. The Company reserves the right to prescribe additional wallet requirements.
15. At the commencement of the Sale Period, the Company will publish the ETH address for the DMT sale via <https://demeter.life> To initiate a purchase of DMT during the Sale Period, you must send an amount of ETH to an Ethereum address (the “DMT Token sale Address”) that will be provided to you only after you agree to the Terms and Conditions by clicking the “I read and agree with the Terms and conditions and payment instruction” button in the token section. Sending Ether to the DMT Address during the Sale Period triggers a smart contract operation, pursuant to which the Smart Contract System will automatically create and promptly deliver the corresponding DMT to the ERC20 wallet address from which the Ether were sent.
16. Ether must be sent to the DMT Token Address during the Sale Period in order to purchase and receive DMT.
17. Sending Ether to any other address may result in loss of Ether. Attempted transactions to purchase DMT will be rejected if Ether is sent to the DMT token Address at any time before or after the Sale Period.

Exhibit B

Risks Factors

1. Legal risks regarding securities regulations

There is a risk that in some jurisdictions the DMT Tokens might be considered to be a security, or that it might be considered to be a security in the future. The Company does not give warranties or guarantees that DMT Tokens are not a security in all jurisdictions. Each Buyer of DMT Tokens shall bear its own legal or financial consequences of DMT Tokens being considered a security in their respective jurisdiction.

Every Buyer is bound to check if acquisition and disposal of DMT Tokens is legal in its jurisdiction, and by accepting the Terms and Conditions, each Buyer undertakes not to use DMT Tokens should their use not be legal in the relevant jurisdiction.

Acquiring cryptographic tokens in possession and exchanging them for other cryptographic tokens will most likely continue to be scrutinized by various regulatory bodies around the world, which has so far given mixed reactions and regulatory impact. The legal ability of the Company to provide DMT Tokens in some jurisdictions may be eliminated by future regulation or legal actions. In the event, it turns out with a high degree certainty that DMT Tokens are not legal in certain jurisdiction, the Company will either a) cease operations in that jurisdiction, or b) adjust DMT Tokens in a way to comply with the regulation should that be possible and viable.

2. Risks associated with the Ethereum protocol

DMT Tokens are based on the Ethereum protocol. As such, any malfunction, unintended function or unexpected functioning of the Ethereum protocol may cause the DMT Tokens to malfunction or function in an unexpected or unintended manner. Ether, the native unit of account of the Ethereum Protocol may itself lose value in ways similar to DMT Tokens, and also other ways. More information about the Ethereum protocol is available at <http://www.ethereum.org>

3. Risk of unfavourable regulatory action in one or more jurisdiction

Blockchain technologies have been the subject of scrutiny by various regulatory bodies around the world. The functioning of the Ethereum network and associated blockchain networks and DMT Tokens could be impacted by one or more regulatory inquiries or actions, including but not limited to restrictions on the use or possession of digital tokens like DMT Tokens, which could impede or limit their existence, permissibility of their use and possession, and their value.

4. Risk of theft and hacking

Hackers or other groups or organizations may attempt to interfere with the third-party wallet of Buyer, the Website or the availability of DMT Tokens in any number of ways, including without limitation denial of service attacks, Sybil attacks, spoofing, smurfing, malware attacks, or consensus-based attacks.

5. Risk of security weaknesses in the Website and DMT Tokens source code or any associated software and/or infrastructure

There is a risk that the Website and DMT Tokens may unintentionally include weaknesses or bugs in the source code interfering with the use of or causing the loss of DMT Tokens.

6. Risk of weaknesses or exploitable breakthroughs in the field of cryptography

Advances in cryptography, or technical advances such as the development of quantum computers, could present risks to cryptocurrencies, Ethereum platform, DMT Tokens, which could result in the theft or loss of DMT Tokens.

7. Risk of mining attacks

As with other decentralized cryptocurrencies, the Ethereum blockchain, which is used for DMT Tokens, is susceptible to mining attacks, including but not limited to double-spend attacks, majority mining power attacks, "*selfish-mining*" attacks, and race condition attacks. Any successful attacks present a risk to DMT Tokens, expected proper execution and sequencing of DMT Tokens, and expected proper execution and sequencing of Ethereum contract computations in general. Despite the efforts of the Company and Ethereum Foundation, the risk of known or novel mining attacks exists. Mining Attacks, as described above, may also target other blockchain networks, with which the DMT Tokens interact with and consequently the DMT Tokens may be impacted also in that way to the extent, described above.

8. Risk of low or no liquidity

Even though there are currently online service available, which enable possibility of exchange of cryptographic tokens between themselves, and also, some of them enable exchange of cryptographic tokens for fiat money, there are no warranties and/or guarantees given that DMT Tokens will be listed or made available for exchange for other cryptographic tokens and/or fiat money, and no guarantees are given whatsoever with the capacity (volume) of such potential exchange. It shall be explicitly cautioned, that such exchange, if any, might be subject to poorly-understood regulatory oversight, and the Company does not give any warranties in regard to any exchange services providers. Buyers might be exposed to fraud and failure. In any case, the Company will not enable exchange DMT Tokens for fiat currency. Buyer may not at any given time be able to acquire or dispose of its DMT Tokens due to lack of liquidity.

9. Risk of loss of value

Value of DMT Tokens may fluctuate and their Buyers might suffer loss in value of such acquired tokens. There might be different reasons that would cause unfavourable fluctuations of the value of DMT Tokens.

10. Risk of uninsured losses

DMT Tokens are unlike bank accounts or accounts at some other financial institutions entirely uninsured.

11. Risk of malfunction in the Ethereum network or any other blockchain

It is possible that the Ethereum network or any other network, to which the DMT Tokens are interacting with, malfunctions in an unfavourable way, including but not limited to one that results in the loss of DMT Tokens.

12. Internet transmission risks

Buyer acknowledges that there are risks associated with using the DMT Tokens including, but not limited to, the failure of hardware, software, and Internet connections. Buyer acknowledges that the Company shall not be responsible for any communication failures, disruptions, errors, distortions or delays Buyer may experience when using the Website and DMT Tokens, howsoever caused.

13. Unanticipated risks

Cryptocurrencies and blockchains are new and untested technology. In addition to the risks set forth here, there are risks that the Company cannot foresee and it is unreasonable to believe that such risks could have been foreseeable. Risks may further materialize as unanticipated.

14. Insufficient interest in the Company and DMT Tokens

It is possible that the Company or DMT Tokens will not be used by a large number of individuals, businesses and other organisations and that there will be limited public interest in the creation and development of its functionalities. Such a lack of interest could impact the development of the Company. The Company will contract with developers to help build the Company's products, and is working with third-party developers around the world to create an interest in the Company. However, the Company cannot predict the success of these development efforts or the efforts of other third parties.

15. DMT Tokens, as developed, may not meet Buyer's expectations

The Platform and the Service are currently under development and may undergo significant changes before release. Buyer's expectations regarding the form and functionality of the DMT Tokens may not be met upon release of new Website, the Service, additional products and services for any number of reasons, including a change in the design and implementation plans and execution of the implementation of DMT Tokens.

16. Demeter platform may never be completed or released

The Platform described may never be released and operational, even though the Company will make reasonable efforts to complete such platform and the Service.

17. Total Loss

Buyers should understand that DMT Tokens may have no value and buyer may lose all amounts paid.

18. Risk of loss of key

A private key, or a combination of private keys, is necessary to control and dispose of DMT stored in your digital wallet or vault. Accordingly, loss of requisite private key(s) associated with Buyer's digital wallet or vault storing DMT will result in loss of such DMT. Moreover, any third party that gains access to such private key(s), including by gaining access to login credentials of a digital wallet or vault service you use, may be able to misappropriate Buyer's DMT Tokens. Any errors or malfunctions caused by or otherwise related to the digital wallet or vault Buyer chooses to receive and store DMT Tokens, including Buyer's own failure to properly maintain or use such digital wallet or vault, may also result in the loss of DMT Tokens.

19. Risk of Tax imposed

The tax characterization of DMT is uncertain. Buyer must seek his or her own tax advice in connection with purchasing DMT, which may result in adverse tax consequences to Buyer, including withholding taxes, income taxes and tax reporting requirements.