

CryptoEnergy Tokens Pre-Sale Agreement

2019

This Agreement is executed between Tarex Business Ltd., a company incorporated under the legislation of the British Virgin Islands, registration number 1906687, and registered at Geneva Place, Waterfront Drive, Po Box 3469, Road Town, Tortola, British Virgin Islands, and you as a purchaser of CryptEn tokens in CryptoEnergy project (the “**Participant**”, “**you**”, “**your**”).

Each Participant shall carefully read this Agreement before making purchase of CryptEn tokens. By making your contribution for CryptEn tokens you hereby confirm the execution of this Agreement and your obligation to comply with its terms and conditions.

This Agreement is executed by you through clicking (confirmations of consent) in your personal profile page at <http://www.cryptoenergy.io>. If under the law of your domicile jurisdiction this Agreement requires your personal signature to be valid and enforceable, you shall print this Agreement, sign it with indication of your name (personal name or name of a legal entity) and send the scanned copy to Tarex Business Ltd. before you proceed with making any contributions for CryptEn tokens.

1. INTRODUCTION

- 1.1 The Token Issuing Entity conducts a sale of Tokens in CryptoEnergy project, which will be made available to a number of participants prior to a wider public Token sale (i.e. the Token Sale). The terms of the Token offer in accordance with the Token Pre-Sale is specified below.
- 1.2 In this Agreement, references to the following words shall have the meanings set out below:
- 1.3 Please read this Agreement carefully before accepting it: if you have any questions regarding this Agreement, please contact the Company.
- 1.4 All Tokens issued in accordance with this Agreement shall also be subject to the terms and conditions applicable to the Token Sale.
- 1.5 This Agreement contains the complete terms and conditions that apply to your participation in the Token Pre-Sale. In the event there is a conflict between this Agreement and any other additional terms or information available about the Token Pre-Sale, this Agreement shall take precedence unless such additional terms expressly reference variation to this Agreement.

2. GENERAL

- 2.1 This Agreement has been entered into on the Effective Date and shall govern our relationship with you in relation to the Token Pre-Sale and modifies, replaces and supersedes any previous agreement you have entered into with us.

3. DEFINITIONS AND INTERPRETATION

“Agreement”: these terms and conditions.

“Purchaser/ Participant” : is a physical or legal person purchasing the CryptoEnergy Tokens from the Company according to the terms and conditions specified in the Token Sale Agreement and this Agreement.

“Contributions/Contributing”: payment in Bitcoins (BTC) and/or Ethereum (ETH) by persons as permitted during the Token Sale in return for issuance of Tokens.

“Bonus”: the discount to current price applied to Tokens pursuant to the Token Sale Agreement and this Agreement in accordance with clause 4.

“Effective Date”: the date of making of the Contribution by the Participant.

“Group”: Tarex Business Ltd. and any subsidiary or affiliated companies of the CryptoEnergy group of companies.

“Intellectual Property Rights”: rights to all existing and future patents, trademarks, design rights, service marks, trade dress, trade or business names (including domain names), registered designs, copyright (including rights in computer software), moral rights, database rights, format rights and topography rights (whether or not any of these is or are registered and including applications for registration), know-how, trade secrets and rights of confidence and all rights and forms of protection throughout the world of a similar nature or with similar effect to any of these for the full unexpired period of any such rights and any extensions and/or renewals thereof.

“Network”: the CryptoEnergy platform that will use the Contributions from the Participants.

“Our Marks”: the words “CryptoEnergy”, “CryptEn” and/or any logo, mark, domain name or trade name that contains, is confusingly similar to or is comprised of Our Marks or any other name or mark owned from time to time by us or any company within the Group.

“Our Wallet”: the crypto-wallet(s) that we use for receipt of Contributions in accordance with this Agreement and/or a payment account details specified this Agreement.

“Payment Date”: the date on which the Price must be paid as specified in clause 4.

“Price”: the purchase price paid for one Token as specified in clause 4.

“Released Parties”: any of our respective past, present and future founders, employees, officers, directors, contractors, consultants, equity holders,

suppliers, advisors, auditors, service providers, parent companies, subsidiaries, affiliates, agents, representatives, predecessors, successors and assigns.

“Risk Factors”: the non-exhaustive list of material risks involved in the Network project, Tokens, proposed Token Pre-Sale and Token Sale.

“Sites”: the Websites and any other online site, application or platform that are owned, operated or controlled by or on behalf of us or the Group from time to time and each of its related pages through which a Participant takes part in the Token Pre-Sale Program or the Token Sale.

“Token” or “CryptEn”: the cryptocurrency tokens issued to you in respect of the Network in return for Contributions and that are intended to be usable as a medium of exchange on the Network.

“Token Issue Date”: the date when your tokens are released after the KYC procedures.

“Token Issuing Entity” or “the Company”: Tarex Business Ltd.

“Token Pre-Sale”: the private offer of Tokens in accordance with this Agreement in order to incentivise persons to support and promote the Network project and the Token Sale.

“Token Sale”: the public utility token sale of Tokens (which shall take place after the Token Pre-Sale) carried out to help fund the development of the Network.

“Purchaser Wallet”: the Token wallet created as indicated in **Addendum A** to this Agreement and into which your Tokens will be placed in accordance with this Agreement.

“Wallet”: Your Wallet or Our Wallet.

“Website(s)”: the following website: <http://www.cryptoenergy.io> and any other replacement website we notify you of from time to time (and such other web addresses including RSS feeds, that are owned, operated or controlled by or on behalf of us from time to time and that make available such website) and each of its related pages.

3.1 In this Agreement (except where the context otherwise requires):

- (a) The clause headings are included for convenience only and shall not affect the interpretation of this Agreement;
- (b) Any phrase introduced by the terms "including", "include" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms;
- (c) Any reference to "persons" includes natural persons, firms, partnerships, companies, corporations, associations, organisations, governments, states, governmental or state agencies, foundations and trusts (in each

case whether or not having separate legal personality and irrespective of the jurisdiction in or under the law of which it was incorporated or exists);

- (d) Any reference to a statute, statutory provision, ordinance, subordinate legislation, code or guideline ("legislation") is a reference to that legislation and all other subordinate legislation made under the relevant legislation as amended and in force from time to time and to any legislation that re-enacts or consolidates (with or without modification) any such legislation.

3.2 This Agreement is drafted in the English language. If this Agreement is translated into another language, the English language text shall in any event prevail.

4. PRICE, TOKEN PURCHASE AND BONUS

4.1 In consideration of your payment of the Contributing, the Token Issuing Entity will allocate to you the number of Tokens specified in clause 4.2.

4.2 The number of Tokens (**N**) purchased shall calculated as follows:

— (A) - Equivalent of Contribution in USD (amount of BTC/ETH multiplied by the value rate in USD on Bitfinex crypto-exchanges at the date of payment)

— (P) - Pre-Sale CryptEn Price – The standard price of one CryptEn token (corresponds to the price stated by the company on the site at the time of contact)

— (D) - Bonus on P for Participant: Discount to the current price P for the Participant, expressed as a percentage

— (N) - Number of Tokens to be issued to the Participant:

$$\mathbf{N = \frac{A}{P * (1 - D/100)}}$$

4.3 You agree that you shall have no further claims against the Company in respect of your support of the Network, the Token Sale or the Token Pre-Sale in respect of any support, contribution or advice provided to the Company or Released Parties save for as detailed in this Agreement and that receipt of N Tokens will constitute full performance of any promises, representations, contracts or statements made by the Company or any Released Parties in respect of the same.

4.4 The Equivalent of Contribution of (A) must be paid to Our Wallet within the period of CryptEn tokens pre-sale.

4.5 Within 5 (five) working days after the Effective date Tokens (N) will be added to the Purchaser Wallet.

4.6 Tokens will be available for withdraw from the Purchaser Wallet after the completion of the Token Sale.

4.7 Any purchases of Tokens for the Contributions by US residents will be available for withdraw from the Purchaser Wallet six months after the Token Issue Date.

5. REPRESENTATIONS

5.1 You have full legal capacity, power and authority to execute and deliver this agreement and to perform its obligations hereunder.

5.2 This Agreement constitutes valid and binding obligation of the Participant, enforceable in accordance with its terms, except as limited by bankruptcy, insolvency or other laws of general application relating to or affecting the enforcement of creditors' rights generally and general principles of equity.

5.3 The Participant enters into this agreement for its own account, not as a nominee or agent.

5.4 **WARNING:** THIS DOCUMENT AND ANY OTHER DOCUMENTS PUBLISHED IN ASSOCIATION WITH THESE TERMS (SUCH AS THE WHITE PAPER, AVAILABLE AT <http://www.cryptoenergy.io> AND AT YOUR PERSONAL PROFILE PAGE (**WHITE PAPER**) RELATE TO A TOKEN OFFERING TO PARTICIPANTS IN RESPECT OF THE INTENDED DEVELOPMENT AND USE OF THE NETWORK BY VARIOUS PARTICIPANTS. THIS DOCUMENT DOES NOT CONSTITUTE AN OFFER, PROMOTION, INVITATION OR SOLICITATION FOR INVESTMENT PURPOSES. THE TERMS OF THE CONTRIBUTION ARE NOT THEREFORE INTENDED TO BE A FINANCIAL SERVICES OFFERING DOCUMENT OR A PROSPECTUS. THE TOKEN OFFERING INVOLVES AND RELATES TO THE DEVELOPMENT AND USE OF EXPERIMENTAL TECHNOLOGIES THAT MAY NOT COME TO FRUITION OR ACHIEVE THE OBJECTIVES SPECIFIED IN THE WHITE PAPER. THE PURCHASE OF TOKENS REPRESENTS A HIGH RISK TO ANY PARTICIPANTS. TOKENS AND CONTRIBUTIONS DO NOT REPRESENT EQUITY, SHARES, UNITS, ROYALTIES OR RIGHTS TO CAPITAL, PROFIT OR INCOME IN THE NETWORK OR SOFTWARE OR IN THE TOKEN ISSUING ENTITY OR ANY OTHER COMPANY OR INTELLECTUAL PROPERTY ASSOCIATED WITH THE NETWORK OR ANY OTHER PUBLIC OR PRIVATE ENTERPRISE, CORPORATION, FOUNDATION OR OTHER ENTITY IN ANY JURISDICTION.

5.5 You acknowledge that you have such knowledge and experience in technology and financial and business matters that you are capable of evaluating the merits and risks of entering into the Pre-Token Sale and this Agreement, are able to incur a complete loss of any monies or assets involved in the purchase of Tokens without impairing the your financial condition and are able to bear the economic risk of such participation for an indefinite period of time.

5.6 You understand and accept that while the individuals and entities related to the Network, including those involved with the creation and allocation of Tokens and receipt of Contributions (including the Token Issuing Entity), will make reasonable efforts to develop and complete the Token Sale and to develop the Network, it is possible that despite the reasonable endeavours of the Network founders and

advisors such development may fail e.g. if insufficient Contributions are received during the Token Sale (i.e. a **Project Failure**) and that the Network, as well as the Tokens will not be created, will become useless and/or valueless including due to technical, operational, commercial, regulatory or any other reasons.

- 5.7 You acknowledge, accept and understand that, in the event of a Project Failure, you might not receive the Tokens that you have made Contributions for and will **not** be entitled to a refund of any Contributions that you have made. You acknowledge, accept and understand that, the Company at its own discretion will convert collected cryptocurrencies into fiat and will spend the Contributions received from you and other Participants during the period of CryptEn tokens pre-sale (including for the marketing and PR purposes) and afterwards for the purposes of the Project.
- 5.8 By participating in the Token Pre-Sale and Token Sale and/or by receiving, using and holding Tokens, you represent and warrant that you:
- (a) understand and expressly accept that due to the complexity of international financial regulations and a lack of agreement and harmonisation in international law in respect of token crowdfunding the Token Issuing Entity will operate under the laws where it is established and any other applicable mandatory laws pursuant to the sovereignty of legal jurisdictions but subject to international conflict of law frameworks and principles;
 - (b) enter into the Token Sale on the understanding that it does not represent the offer of 'securities' under generally agreed principles of international law including the laws of Singapore, the United States of America, Peoples Republic of China and (if different), the jurisdiction in which you are established.
 - (c) have a detailed understanding of the functionality, usage, storage, transmission mechanisms and intricacies associated with cryptographic tokens, like Bitcoin (BTC) and Ethereum (ETH), and blockchain-based software systems;
 - (d) are legally permitted to receive and hold and make use of Tokens in your jurisdiction;
 - (e) will carefully review the sense of the Token and fully understand and accept the functions of the same;
 - (f) are legally permitted to receive software and contribute to the Network;
 - (g) are of a sufficient age to legally acquire Tokens;
 - (h) will contribute only from a wallet or wallet service provider that technically supports Tokens: you understand and accept, that failure to ensure this may result in an inability to access to your Tokens;
 - (i) will take sole responsibility for any restrictions and risks associated with the receiving and holding of Tokens;
 - (j) are not contributing to obtain Tokens purely for the purpose of speculative investment or the hope that the value of Tokens will increase and is acquiring Tokens to support and/or participate in the Network;
 - (k) are not obtaining or using Tokens for any illegal purposes;

- (l) waive the right to participate in a class action lawsuit or a class-wide arbitration in respect of the Contribution or against the Token Issuing Entity, Company or any entity or individual involved with the issuance or allocation of Tokens or in respect of the operation of the Network;
- (m) understand that the Contribution and allocation of Tokens do not involve the purchase of equity, shares or rights to other securities or any equivalent legal interest in any existing or future public or private company, corporation or other entity in any jurisdiction;
- (n) understand and expressly accept that there are no any warranties of any kind, including, but not limited to, warranties of title or implied warranties, merchantability or fitness for a particular purpose in respect of Tokens and/or the success of the Network and/or Project, expressed or implied and to the fullest extent permitted by applicable law and that Tokens is created, acquired and exchanged at your sole risk on an “as is” and “under development” basis;
- (o) understand that you have no right against any other party to request any refund of Contributions made to the Company or the Token Issuing Entity;
- (p) understand that with regard to Tokens no market liquidity may be guaranteed and that the value of Tokens over time (if any) may experience extreme volatility or depreciate entirely;
- (q) bear the sole responsibility to determine if your Contribution or the allocation, use or ownership of Tokens and the potential appreciation or depreciation in the value of Tokens over time (if any), the sale and purchase of Tokens and/or any other action or transaction related to the Network have tax implications;
- (r) by your Contribution and/or by receiving, using or holding Tokens, and to the fullest extent permitted by law, agree not to hold any third party (including developers, advisors, administrators, auditors, promoters, contractors or founders) liable for any legal or tax liability associated with or arising from the Contribution and the allocation, use or ownership of Tokens or any other action or transaction related to the Network and/or Project;
- (s) acknowledge and understand that you might not receive any Tokens or a return of your Contributions in the event of a Project Failure;
- (t) have reviewed the non-exhaustive indicative list of Risk Factors associated with the proposed Token Pre-Sale and Token Sale, the Tokens and the Network project contained in this Agreement, the Websites and related materials; and
- (u) agree to provide the required documents for KYC check, as indicated in Addendum B to this Agreement.

6. PROVISION OF INFORMATION & RETURN OF CONTRIBUTIONS

- 6.1 **Identity and Disclosure:** you shall provide true and complete information to us in relation to your identity as well as such other information that we may reasonably request from time to time. This may include personal data as defined under applicable data protection law.
- 6.2 You shall not use fictitious or alias names for the registration, which shall be considered a breach of this Agreement.
- 6.3 This Agreement shall be terminated in the event that we become aware that Your Wallet or your identity information discloses any risks of crime, fraud, money laundering or other significant risk factors or that there have been any misrepresentations made. Where permitted by applicable law your Contributions shall be returned and not Tokens shall be issued to you.

7. TERM

This Agreement will take effect from the Effective Date and continue until terminated in accordance with the terms of this Agreement and/or Project Failure.

8. LIABILITIES

- 8.1 THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS (WHETHER EXPRESS OR IMPLIED BY LAW, STATUTE OR OTHERWISE) WITH RESPECT TO THE NETWORK, TOKENS, THE WEBSITES OR ANY CONTENT AVAILABLE THEREIN OR RELATED THERETO, SOFTWARE OR HARDWARE (OR THAT PROVIDED BY THIRD PARTIES) WILL BE ERROR-FREE OR UNINTERRUPTED OR WITH RESPECT TO THE QUALITY, FITNESS FOR PARTICULAR PURPOSE OR SUITABILITY OF ALL OR ANY OF THE FOREGOING. EXCEPT AS EXPRESSLY STATED OTHERWISE IN THIS AGREEMENT, ALL WARRANTIES, REPRESENTATIONS AND IMPLIED TERMS AND CONDITIONS ARE HEREBY EXCLUDED TO THE FULLEST EXTENT PERMITTED BY LAW.
- 8.2 **Liability Limitations:** our obligations under this Agreement do not constitute personal obligations of the Released Parties other than as provided under this Agreement. Other than as expressly provided in this Agreement, in no event will the Company be liable for any direct, indirect, special, incidental, consequential or punitive loss, injury or damage of any kind (regardless of whether we have been advised of the possibility of such loss) including any loss of business, revenue, profits or data. Our liability arising under this Agreement, whether in contract, tort (including negligence) or for breach of statutory duty or in any other way shall only be for direct damages and shall not exceed the Bonus generated and payable to you in relation to the Token Pre-Sale Program.

- 8.3 Indemnification: you shall defend, indemnify and hold us and our officers, directors, employees and representatives harmless on demand from and against any and all claims, demands, liabilities, losses, damages, costs and expenses (including reasonable legal fees) resulting or arising (directly or indirectly) from your breach of this Agreement.
- 8.4 Set off: without prejudice to any other rights or remedies available to us under this Agreement or otherwise, we shall be entitled to set off any Bonus otherwise payable by us to you hereunder, against any liability of you to us, including any claims we have against you resulting from or arising from, your breach of this Agreement.
- 8.5 TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW YOU:
- RELEASE US AND THE OTHER RELEASED 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 THE NETWORK, YOUR INVOLVEMENT IN SUPPORTING THE NETWORK AND PROJECT AND THE TOKEN SALE, THE USABILITY AND VALUE OF THE TOKEN AND DISPUTES BETWEEN PARTICIPANTS IN THE NETWORK AND THE ACTS OR OMISSIONS OF ANY THIRD PARTIES;
- 8.6 EXPRESSLY WAIVE ANY RIGHTS YOU MAY HAVE UNDER ANY STATUTE OR COMMON LAW PRINCIPLES THAT WOULD OTHERWISE LIMIT THE COVERAGE OF THIS RELEASE TO INCLUDE ONLY THOSE CLAIMS WHICH YOU MAY KNOW OR SUSPECT TO EXIST IN YOUR FAVOUR AT THE TIME OF AGREEING TO THIS RELEASE;
- 8.7 THE COMPANY EXPRESSLY EXCLUDES ANY LIABILITY IN RESPECT OF THE LAW OF OTHER JURISDICTIONS WHERE PARTICIPANTS MAY BE ESTABLISHED OR RESIDENT INCLUDING CONTRIBUTIONS BY PERSONS FROM THE UNITED STATES OF AMERICA OR FROM PEOPLES REPUBLIC OF CHINA OR FROM SINGAPORE WHOM ARE EXPRESSLY EXCLUDED FROM PARTICIPATION IN THE TOKEN SALE, EXCEPT FOR ACCREDITED INVESTORS FROM US WHICH ARE ALLOWED TO PARTICIPATE IN TOKEN SALE ONLY AFTER THE FORM D FILING IS MADE BY THE COMPANY;
- 8.8 You further specifically acknowledge that the risk of acquiring, transferring, creating, holding or using Tokens or any Wallets rests entirely with you. We shall not be responsible for your failure to provide us with the correct Wallet address.

9. MISCELLANEOUS

- 9.1 All notices pertaining to this Agreement will be given:
- (a) by email to you at the email address provided by you (or as subsequently updated by you to us in the event of change); and
 - (b) by email to the Company.

Any notice sent by email shall be deemed received on the earlier of an acknowledgement being sent or twenty-four (24) hours from the time of transmission.

- 9.2 Relationship of Parties: there is no relationship of exclusivity, partnership, joint venture, employment, agency or franchise between you or us under this Agreement. Neither party has the authority to bind the other (including the making of any representation or warranty, the assumption of any obligation or liability and/or the exercise of any right or power), except as expressly provided in this Agreement.
- 9.3 Confidentiality and Non-Disclosure: as a Participant you may receive confidential information from us, including confidential information as to our marketing plans, marketing concepts, structure and payments. This information is confidential to us and constitutes our proprietary trade secrets. You shall not disclose this information to third parties or use such information other than for the purposes of this Agreement without our prior written consent, save as expressly required by law (provided that any such disclosure is only to the extent so required).
- 9.4 Assignment:
- (a) Except where you have received our prior written consent, you may not assign at law or in equity (including by way of a charge or declaration of trust) or deal in any other manner with this Agreement or any rights under this Agreement. Any purported assignment in breach of this Section shall confer no rights on the purported assignee.
 - (b) We may assign any of our rights under this Agreement or transfer all of our rights or obligations by novation to any member of the Group or the Token Issuing Entity or transfer all our rights or obligations by novation to any member of the Group or the Token Issuing Entity.
- 9.5 Governing Law: This Agreement (including any variation or modification thereto) shall be governed by and construed in accordance with the laws of England and Wales. You irrevocably agree that the LCIA court shall have exclusive jurisdiction to determine any claim, dispute or matter arising out of, or in connection with, or concerning this Agreement or its enforceability and you waive any objection to proceedings in such courts on the grounds of venue or on the grounds that proceedings have been brought in an inconvenient forum. Nothing in this clause shall limit our right to take proceedings against you in any other court of competent jurisdiction, nor shall the taking of proceedings in any one or more jurisdictions preclude the taking of proceedings in any other jurisdictions, whether concurrently or not, to the extent permitted by the law of such other jurisdiction.
- 9.6 Severability: whenever possible, each provision of this Agreement will be interpreted in such a manner as to be effective and valid under applicable law but, if any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect, such provision will be ineffective only to the extent of such invalidity, or unenforceability, without invalidating the remainder of this Agreement or any other provision hereof.

- 9.7 Entire Agreement: this Agreement embodies the complete agreement and understanding of the parties hereto with respect to the subject matter hereof and supersedes any prior or subsequent oral or written agreement or understanding between the parties in relation to such subject matter save in respect to the terms of the Token Sale entered into by the Participant that shall remain in full force and effect.
- 9.8 Reliance & Waiver: the parties acknowledges and agrees that in entering into this Agreement, they have not relied on any statement, representation, guarantee warranty, understanding, undertaking, promise or assurance (whether negligently or innocently made) of any person (whether party to this Agreement or not) other than as expressly set out in the Agreement. Each party irrevocably and unconditionally waives all claims, rights and remedies that, but for this clause, it might otherwise have had in relation to any of the foregoing. Nothing in this clause shall limit or exclude any liability for fraud.
- 9.9 Third-Party Rights: except insofar as this Agreement expressly provides that a third party may in their own right enforce a term of this Agreement, a person who is not a party to this Agreement has no right under local law or statute to rely upon or enforce any term of this Agreement but this does not affect any right or remedy of a third party that exists or is available apart from under that local law or statute.
- 9.10 No Waiver: no delay, neglect or forbearance by us in enforcing any provision of this agreement shall be a waiver by, or in any way prejudice any right, we have under this agreement.

Addendum A

PURCHASER WALLET:

Token wallet to be created by each Participant on the Website:

<http://www.cryptoenergy.io>

OUR WALLET:

To buy tokens, transfer ETH or BTC to the personal address, automatically created at your personal profile page at: <http://www.cryptoenergy.io>

Addendum B

KYC, Refund and Accredited Investors

KYC Procedure

Focusing on the safety of your contributions, during exchange operations with CryptEn tokens, we will request every CryptEn token purchaser to go through the identification procedure (KYC) to confirm the identity and country of residence.

Each Participant is required to pass the KYC. In order to proceed with KYC check, at your personal profile page please attach the scanned copies of the documents listed below:

1. For a physical person - passport or ID (page with photo, name and number); for a legal person - passport or ID (page with photo, name and number) of the Director or authorized representative; and
2. Proof of residence with country of origin:
 - for a physical person in case of non-compliance with the country that issued the passport or ID - utility bill or Bank account statement with name and address;
 - for a legal person - a document of the authorized body of the country of registration confirming the current status of the Director or a power of attorney for the representative, certified by a notary or other legal means; and
3. Selfie with a piece of paper with handwritten CryptEn logo.

Within 10 (ten) business days your documents will be checked for KYC compliance.

If you are an accredited investor from the United States you are required to verify your status with additional documents mentioned in the section Accredited Investor Verification.

You do not have to provide any information if you do not feel comfortable doing so. If you do not provide all of the requested information, you should not be able to receive your BIT tokens. In this case, please follow the Refund procedures described below.

Refund Procedure

In order to claim a refund of your contributions made for CryptEn tokens, please send us email to support@cryptoenergy.io with Subject "Refund" with your ETH or BTC address, your full name and your email and attach the scanned copies of the documents listed below:

1. For a physical person - passport or ID (page with photo, name and number); for a legal person - passport or ID (page with photo, name and number) of the Director or authorized representative; and
2. Proof of residence with country of origin:
 - for a physical person in case of non-compliance with the country that issued the passport or ID - utility bill or Bank account statement with name and address;
 - for a legal person - a document of the authorized body of the country of registration confirming the current status of the Director or a power of attorney for the representative, certified by a notary or other legal means; and
3. Selfie with a piece of paper with handwritten ETH or BTC address to which you wish to obtain the refund.

Within 10 (ten) business days your documents and video will be checked and Refund will be initiated.

The Company reserves the right to compensate for losses incurred on the date of the refund request, if the refund is made due to the lack of confirmation of the status of an Accredited Investor.

Accredited U.S. Investor Verification

An accredited investor, in the context of a natural person, includes anyone who:

- earned income that exceeded USD 200,000 (or USD 300,000 together with a spouse) in each of the prior two years, and reasonably expects the same for the current year, OR
- has a net worth over USD one million, either alone or together with a spouse (excluding the value of the person's primary residence).

On the income test, the person must satisfy the thresholds for the three years consistently either alone or with a spouse, and cannot, for example, satisfy one year based on individual income and the next two years based on joint income with a spouse. The only exception is if a person is married within this period, in which case the person may satisfy the threshold on the basis of joint income for the years during which the person was married and on the basis of individual income for the other years. If calculating joint net worth with a spouse, it is not necessary that property be held jointly. Calculating net worth involves adding up all your assets and subtracting all your liabilities. The resulting sum is your net worth.

The value of your primary residence is not included in your net worth calculation. In addition, any mortgage or other loan on the residence does not count as a liability up to the fair market value of the residence. If the loan is for more than the fair market value of the residence (i.e., if your mortgage is underwater), then the loan amount that is over the fair market value counts as a liability under the net worth test. Further, any increase in the loan amount in the 60 days prior to your purchase of the securities (even if the loan amount does not exceed the value of the residence) will count as a liability as well. The reason for this is to prevent net worth from being artificially inflated through converting home equity into cash or other assets.

In addition, entities such as banks, partnerships, corporations, nonprofits and trusts may be accredited investors. Of the entities that would be considered accredited investors and depending on your circumstances, the following may be relevant to you:

- any trust, with total assets in excess of USD five million, not formed to specifically purchase the subject securities, whose purchase is directed by a sophisticated person, or
- any entity in which all of the equity owners are accredited investors.

The SEC does not require any specific verification method or process for accredited investor verification. Depending on the circumstances, the company may rely on a written confirmation from a third party to verify your accredited investor status.

In order to verify your accredited investor status please provide to support@cryptoenergy.io a written confirmation of your accredited investor status obtained from any of the following third parties:

- a registered brokerdealer: or
- SEC-registered investment adviser; or
- licensed attorney; or
- certified public accountant.

Such third party could be engaged directly by you (e.g., your personal broker-dealer, investment adviser, attorney or certified public accountant).

You can obtain information about a registered broker by visiting FINRA's BrokerCheck website: <https://brokercheck.finra.org/>

You can obtain information about an investment adviser by visiting the SEC's Investment Adviser Public Disclosure website: <https://adviserinfo.sec.gov/>

You can obtain information about a licensed attorney or certified public accountant by contacting the appropriate state bar or board of accountancy.