

Palaamon

Terms of Sales

-2019-



Palaamon PALCFT

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DISCLAIMER

This document and any other PALAAMON documents do not constitute a prospectus of any sort and are not a solicitation for investment. The Palaamon Crowdfunding Smart Contract (PALCFT) does not represent an ownership or share in ANY public or private corporation, or other entity in any jurisdiction. The PALCFT is a token that cannot be used to purchase goods and services within the PALAAMON platform, instead the PALCFT can be transformed to Analysis Software Market Token (ASMT) -1 PALCFT to 2 ASMT- that will be released with the Palaamon Marketplace.

Acquisitions of PALCFT Tokens through the initial token offering are non-refundable. Tokens are only to be used in connection with PALAAMON and any of its products and/or affiliates. Any acquisition and use of said Tokens carries significant financial risk including the use of experimental software.

Except where specifically indicated, the statements and information set forth in the Palaamon Whitepaper are not intended to recite current or historical facts and constitute forward-looking statements. Forward-looking statements may include the words “may,” “will,” “could,” “should,” “would,” “believe,” “expect,” “anticipate,” “estimate,” “intend,” “plan” or other words or expressions of similar meaning. These forward-looking statements are based on the current beliefs, plans, objectives, goals, expectations, anticipations and/or intentions of PALAAMON and do not constitute any guarantee of future results, level of activity, performance or achievements.

NOTICE TO RESIDENTS OF THE UNITED STATES

THE OFFER AND SALE OF PALCFT HAVE NOT BEEN REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED (THE “SECURITIES ACT”), OR UNDER THE SECURITIES LAWS OF ANY STATE.

NOTICE TO RESIDENTS OF CANADA

UNLESS PERMITTED UNDER SECURITIES LEGISLATION, THE HOLDER OF THIS SECURITY MUST NOT TRADE THE SECURITY BEFORE THE DATE THAT THE ISSUER BECOMES A REPORTING ISSUER IN ANY PROVINCE OR TERRITORY.

NOTICE TO RESIDENTS OF CHINA

THE RIGHTS ARE NOT BEING OFFERED OR SOLD AND MAY NOT BE OFFERED OR SOLD, DIRECTLY OR INDIRECTLY, WITHIN THE PEOPLE’S REPUBLIC OF CHINA (FOR SUCH PURPOSES, NOT INCLUDING THE HONG KONG AND MACAU SPECIAL ADMINISTRATIVE REGIONS OR TAIWAN), EXCEPT AS PERMITTED BY THE SECURITIES AND OTHER LAWS AND REGULATIONS OF THE PEOPLE’S REPUBLIC OF CHINA

NOTICE TO RESIDENTS OF HONG KONG

NO ACTION HAS BEEN TAKEN TO PERMIT AN OFFERING OF THE SECURITIES TO THE PUBLIC IN HONG KONG AS THE SECURITIES HAVE NOT BEEN AUTHORIZED BY THE SECURITIES AND FUTURES COMMISSION OF HONG KONG AND, ACCORDINGLY, NO ADVERTISEMENT, INVITATION OR DOCUMENT RELATING TO THE SECURITIES, WHETHER IN HONG KONG OR ELSEWHERE, SHALL BE ISSUED, CIRCULATED OR DISTRIBUTED WHICH IS DIRECTED AT, OR THE CONTENTS OF WHICH ARE LIKELY

TO BE ACCESSED OR READ BY, THE PUBLIC IN HONG KONG OTHER THAN (I) WITH RESPECT TO THE SECURITIES WHICH ARE OR ARE INTENDED TO BE DISPOSED OF ONLY TO PERSONS OUTSIDE HONG KONG OR ONLY TO PROFESSIONAL INVESTORS WITHIN THE MEANING OF THE SECURITIES AND FUTURES ORDINANCE (CAP. 571) OF HONG KONG (SFO) AND ANY RULES MADE THEREUNDER OR (II) IN CIRCUMSTANCES THAT DO NOT CONSTITUTE AN INVITATION TO THE PUBLIC FOR THE PURPOSES OF THE SFO.

NOTICE TO RESIDENTS OF SINGAPORE

THE AGENT AND EACH DEALER REPRESENT AND AGREE THAT THEY WILL NOT OFFER OR SELL THE SECURITIES NOR MAKE THE SECURITIES THE SUBJECT OF AN INVITATION FOR SUBSCRIPTION OR PURCHASE, NOR WILL THEY CIRCULATE OR DISTRIBUTE THIS SAFT AND ANY ACCOMPANYING PROSPECTUS SUPPLEMENT OR PROSPECTUS OR ANY OTHER DOCUMENT OR MATERIAL IN CONNECTION WITH THE OFFER OR SALE, OR INVITATION FOR PS-29 SUBSCRIPTION OR PURCHASE, OF THE SECURITIES, WHETHER DIRECTLY OR INDIRECTLY, TO PERSONS IN SINGAPORE OTHER THAN: (A) AN INSTITUTIONAL INVESTOR (AS DEFINED IN SECTION 4A OF THE SECURITIES AND FUTURES ACT (CHAPTER 289) OF SINGAPORE (THE SFA)); (B) AN ACCREDITED INVESTOR (AS DEFINED IN SECTION 4A OF THE SFA) AND IN ACCORDANCE WITH THE CONDITIONS, SPECIFIED IN SECTION 275 OF THE SFA; (C) A PERSON WHO ACQUIRES THE SECURITIES FOR AN AGGREGATE CONSIDERATION OF NOT LESS THAN SINGAPORE DOLLARS TWO HUNDRED THOUSAND (S\$200,000) (OR ITS EQUIVALENT IN A FOREIGN CURRENCY) FOR EACH TRANSACTION, WHETHER SUCH AMOUNT IS PAID FOR IN CASH, BY EXCHANGE OF SHARES OR OTHER ASSETS, UNLESS OTHERWISE PERMITTED BY LAW; OR (D) OTHERWISE PURSUANT TO, AND IN ACCORDANCE WITH THE CONDITIONS OF, ANY OTHER APPLICABLE PROVISION OF THE SFA.

NOTICE TO RESIDENTS OF THE UNITED KINGDOM

IN THE UNITED KINGDOM THIS DOCUMENT IS BEING DISTRIBUTED ONLY TO, AND IS DIRECTED ONLY AT (AND ANY INVESTMENT ACTIVITY TO WHICH IT RELATES WILL BE ENGAGED ONLY WITH): (i) INVESTMENT PROFESSIONALS (WITHIN THE MEANING OF ARTICLE 19(5) OF THE FINANCIAL SERVICES AND MARKETS ACT 2000 (FINANCIAL PROMOTION) ORDER 2005 AS AMENDED (THE "FPO")); (ii) PERSONS OR ENTITIES OF A KIND DESCRIBED IN ARTICLE 49 OF THE FPO; (iii) CERTIFIED SOPHISTICATED INVESTORS (WITHIN THE MEANING OF ARTICLE 50(1) OF THE FPO); AND (iv) OTHER PERSONS TO WHOM IT MAY OTHERWISE LAWFULLY BE COMMUNICATED (ALL SUCH PERSONS TOGETHER BEING REFERRED TO AS "RELEVANT PERSONS").

THIS DOCUMENT HAS NOT BEEN APPROVED BY AN AUTHORISED PERSON. ANY INVESTMENT TO WHICH THIS DOCUMENT RELATES IS AVAILABLE ONLY TO (AND ANY INVESTMENT ACTIVITY TO WHICH IT RELATES WILL BE ENGAGED ONLY WITH) RELEVANT PERSONS. THIS DOCUMENT IS DIRECTED ONLY AT RELEVANT PERSONS AND PERSONS WHO ARE NOT RELEVANT PERSONS SHOULD NOT TAKE ANY ACTION BASED UPON THIS DOCUMENT AND SHOULD NOT RELY ON IT. IT IS A CONDITION OF YOU RECEIVING AND RETAINING THIS DOCUMENT THAT YOU WARRANT TO THE COMPANY, ITS DIRECTORS, AND ITS OFFICERS THAT YOU ARE A RELEVANT PERSON.

PALAAMON Token SAFT

(Simple Agreement for Future Tokens)

This Simple Agreement for Future Tokens (the “SAFT”) states the terms and conditions that govern the contractual agreement between the Recipient and LLAAMA SAS, a limited company incorporated in France, (the “Company”). The Company hereby issues to the Recipient (the “Recipient”) the right to purchase cryptographic pre-tokens in the PALAAMON platform ecosystem (“PAL”) according to the terms set forth below.

WHEREAS:

- (A) The Company owns 100 Millions PALCFT tokens (as defined below);
- (B) the Company desires to distribute PALCFT tokens, to the Recipient and the Recipient agrees to purchase PALCFT tokens, from the Company subject to the terms and conditions herein;
- (C) the Recipient agrees to **purchase by using Ether (with a minimum purchase of 0.1 Ether)** for the PALCFT;

and

- (D) the PALCFT Crowdfunding Contract Address is

0x37973803Dd4C4f0D11367Cd002329609e4feA9b3

NOW, THEREFORE, in consideration of the mutual covenants and promises made by the Recipient and the Company (individually, each a “Party” and collectively, the “Parties”), the Parties covenant and agree as follows.

1. Definitions

“Website” means [www.llaama.com]

“Laws” means laws, statutes, ordinances, rules, regulations, judgments, injunctions, orders and decrees.

“Person” means an individual or legal entity or person, including a government or political subdivision or an agency or instrumentality thereof.

“Platform Launch” means the bona fide public release of Palaamon and a fully functioning and secure platform running a client that conforms as ratified by the Company.

“SAFT” means this agreement containing a future right to units of PALCFT tokens acquired by Recipients pursuant to which a significant portion of the amount raised under the SAFT will be used to fund the Company’s development of the Palaamon platform.

2. Distribution and Acquisition of the Tokens

(a) The Company will distribute PALCFT tokens to the Recipient through registration into the Recipient’s wallet address based on the agreed terms of this agreement.

(b) All PALCFT tokens acquired pursuant to this SAFT shall be subject to the Terms and Conditions (as defined below), which contain a general prohibition and regulation of the Recipient’s ability to subsequently sell, transfer, spend, exchange or otherwise make use of PALCFT tokens until such tokens are converted to an Analysis Software Market Token (ASMT) at the rate of 2 ASMT for each 1 PALCFT, such conversion to take place after the six-month initial crowdfunding period is completed.

(c) Upon the Recipient’s execution of this SAFT, the Company shall deliver to the Recipient any documentation the Company reasonably requires to process the distribution of PALCFT

tokens to the Recipient.

(d) The Company has prepared a Whitepaper describing the general features of the Palaamon platform and the crowdfunding model (“Whitepaper”). The Whitepaper is available on the Website at the following address:

https://crowdfunding.palaamon.com/docs/palaamon_WP.pdf

3. Company Representations

(a) The Company is a Private Limited company duly organized, validly existing and in good standing under the laws of France, and has the power and authority to own, lease and operate its properties and carry on its business as now conducted.

(b) The execution, delivery and performance by the Company of this SAFT is, to the Company’s knowledge, within the power of the Company and, other than with respect to the actions to be taken when PALCFT tokens are to be issued to the Recipient, has been duly authorized by all necessary actions on the part of the Company. This SAFT constitutes a legal, valid and binding obligation of the Company, enforceable against the Company 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. To the knowledge of the Company, it is not in violation of (i) its current certificate of incorporation or bylaws, or (ii) any material indenture or contract to which the Company is a party or by which it is bound, where, in each case, such violation, individually, or together with all such violations, could reasonably be expected to have a material adverse effect on the Company.

(c) To the knowledge of the Company, the performance and consummation of the transactions contemplated by this SAFT do not and will not: (i) violate any material judgment, statute, rule or regulation applicable to the Company as currently in effect; (ii) result in the acceleration of any material indenture or contract to which the Company is a party or by which it is bound; or (iii) result in the creation or imposition of any lien upon any property, asset or revenue of the Company or the suspension, forfeiture, or nonrenewal of any material permit, license or authorization applicable to the Company, its business or operations.

(d) The Company is the sole legal and beneficial owner of the PALCFT tokens. The Company holds valid and marketable title to the tokens which are free and clear of all encumbrances, restrictions on transfer, or other defects in title of any kind, and has the right and authority to enter into and carry out the terms of this SAFT, including without limitation, the distribution and transfer of PALCFT tokens to the Recipient and has taken all action necessary to validly do so.

(e) THE COMPANY MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE TOKENS, INCLUDING ANY (i) WARRANTY OF MERCHANTABILITY; (ii) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (c) WARRANTY OF TITLE; OR (iii) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE. EXCEPT AS EXPRESSLY SET FORTH HEREIN AND RECIPIENT ACKNOWLEDGES THAT IT HAS NOT RELIED UPON ANY REPRESENTATION OR WARRANTY MADE BY THE COMPANY, OR ANY OTHER PERSON ON THE COMPANY’S BEHALF.

4. Recipient Representations

(a) The Recipient has full legal capacity, power and authority to execute and deliver this SAFT and to perform his/her/its obligations hereunder. This SAFT constitutes a valid and binding

obligation of the Recipient, 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.

(b) The Recipient has been advised of the technological nature of PALCFT tokens and that the tokens have not been registered under any country's regulations and, therefore, cannot be resold except in compliance with the applicable country's laws. The Recipient is acquiring tokens for its own account for sponsorship, not as a nominee or agent, and not with a view to, or for resale in connection with, the distribution thereof, and the Recipient has no present intention of selling, granting any participation in, or otherwise distributing the same.

(c) The Recipient enters into this SAFT with the expectation that the Company will make actual delivery of ASMT tokens to the Recipient upon completion of the Company's Token Generating Event.

(d) The Recipient has sufficient knowledge and experience in business and financial matters to be able to evaluate the risks and merits of his/her/its execution of this SAFT and acquisition of PALCFT tokens and is able to bear the risks thereof. The Recipient is aware of the Company's business affairs and financial condition and has acquired sufficient information about the Company to reach an informed and knowledgeable decision to execute this SAFT. The Recipient understands that the Tokens involve risks, all of which the Recipient fully and completely assumes, including, but not limited to, the risk that (i) the technology associated with the Platform will not function as intended; (ii) the Platform and Platform Launch will not be completed; (iii) the Platform will fail to attract sufficient interest from key stakeholders; and (iv) the Company and/or the Platform may be subject to investigation and punitive actions from Governmental Authorities.

The Recipient understands and expressly accepts that PALCFT tokens will be created and delivered to the Recipient at the sole risk of the Recipient on an "AS IS" and "UNDER DEVELOPMENT" basis. The Recipient understands and expressly accepts that the Recipient has not relied on any representations or warranties made by the Company outside of this SAFT, including, but not limited to, conversations of any kind, whether through oral or electronic communication. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE RECIPIENT ASSUMES ALL RISK AND LIABILITY FOR THE RESULTS OBTAINED BY THE USE OF ANY TOKENS AND REGARDLESS OF ANY ORAL OR WRITTEN STATEMENTS MADE BY THE COMPANY, BY WAY OF TECHNICAL ADVICE OR OTHERWISE, RELATED TO THE USE OF PALCFT tokens.

(e) The Recipient understands that Recipient has no right against the Company or any other Person except in the event of the Company's breach of this SAFT or intentional fraud. THE COMPANY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS SAFT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT OR OTHERWISE, SHALL NOT EXCEED THE TOTAL VALUE OF THE AMOUNTS PAID AT THE TIME OF PAYMENT TO THE COMPANY PURSUANT TO THIS SAFT. NEITHER THE COMPANY NOR ITS REPRESENTATIVES SHALL BE LIABLE FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR ENHANCED DAMAGES, LOST PROFITS OR REVENUES OR DIMINUTION IN VALUE, ARISING OUT OF OR RELATING TO ANY BREACH OF THIS SAFT.

(f) The Recipient understands that Recipient bears sole responsibility for any taxes as a result of the matters and transactions the subject of this SAFT, and any future

acquisition, ownership, use, sale or other disposition of PALCFT or ASMT tokens held by the Recipient. To the extent permitted by law, the Recipient agrees to indemnify, defend and hold the Company or any of its affiliates, employees or agents (including developers, auditors, contractors or founders) harmless for any claim, liability, assessment or penalty with respect to any taxes (other than any net income taxes of the Company that result from the distribution of PALCFT tokens to the Recipient) associated with or arising from the Recipient's acquisition of or the use or ownership of such tokens.

(g) The Recipient has complied and is complying with the applicable anti-money laundering statutes and the rules and regulations thereunder and any related or similar rules, regulations or guidelines, issued, administered or enforced by any governmental agency (collectively the "Anti-Money Laundering Laws"), and represents that he/she/it will not engage in any money laundering or terrorist financing activity as defined under the Anti-Money Laundering Laws through his/her/its participation in the contribution to the Company and the distribution of PALCFT tokens.

5. Restriction

(a) The Company will only accept subscriptions for PALCFT tokens distributed under this SAFT in Ether (ETH) at the DLT crowdfunding stage. Recipient shall make transfer of the contribution to the Company, and the Company will distribute PALCFT tokens pursuant to the SAFT through the procedures set forth herein.

(m) PALCFT TOKENS ARE NOT INTENDED TO BE DISTRIBUTED TO ANY PERSON OR ENTITY, INCLUDING ANYONE ACTING ON ITS BEHALF, BEING BASED, DOMICILED, LOCATED OR INCORPORATED IN CANADA, TAIWAN, AND CHINA, THE UNITED STATES OF AMERICA, AS WELL AS ANY "RESTRICTED AREA" AS DESCRIBED IN THE TERMS AND CONDITIONS, UNLESS SUCH PERSON OR ENTITY MEETS THE DEFINITION OF "ACCREDITED INVESTOR" OR "SOPHISTICATED INVESTOR" OR SIMILAR TERMINOLOGY UNDER THE APPLICABLE SECURITIES REGULATION IN THESE JURISDICTIONS. ALL LOG-INS AND USAGE OF PLATFORM FROM IP LOCATED IN COUNTRIES/REGIONS LISTED ABOVE WILL BE BANNED.

6. Miscellaneous

(a) This SAFT sets forth the entire agreement and understanding of the parties relating to the subject matter herein and supersedes all prior or contemporaneous disclosures, discussions, understandings and agreements, whether oral or written, between them.

(b) The Recipient is not entitled, as a Party to this SAFT and a holder of PALCFT tokens so acquired pursuant to this SAFT, to vote or receive dividends or be deemed the holder of capital stock of the Company for any purpose, nor will anything contained herein be construed to confer on the Recipient, as such, any of the rights of a stockholder of the Company or any right to vote for the election of directors or upon any matter submitted to stockholders at any meeting thereof, or to give or withhold consent to any corporate action or to receive notice of meetings, or to receive subscription rights or otherwise.

(c) Neither this SAFT nor the rights contained herein may be assigned by operation of law or otherwise, by either Party without the prior written consent of the other; and provided, further, that the Company may assign this SAFT in whole, without the consent of the Recipient, in connection with a reincorporation to change the Company's domicile.

(d) In the event any one or more of the provisions of this SAFT is for any reason held to be invalid, illegal or unenforceable, in whole or in part or in any respect, or in the event that any

one or more of the provisions of this SAFT operate or would prospectively operate to invalidate this SAFT, then and in any such event, such provision(s) only will be deemed null and void and will not affect any other provision of this SAFT and the remaining provisions of this SAFT will remain operative and in full force and effect and will not be affected, prejudiced, or disturbed thereby.

(e) The applicable law is the law of France. Any dispute arising out of or in connection with this contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration administered by the French Governing Body in accordance with the Arbitration Rules for the time being in force. The seat of the arbitration shall be France. The Tribunal shall consist of 3 arbitrators. The language of the arbitration shall be French.

(f) The Recipient shall, and shall cause its affiliates to, execute and deliver such additional documents, instruments, conveyances and assurances and take such further actions as may be reasonably requested by Company to carry out the provisions of this SAFT and give effect to the transactions contemplated by this SAFT, including, without limitation, to enable the Company or the transactions contemplated by this SAFT to comply with applicable laws.

(g) The Company shall not be liable or responsible to the Recipient, nor be deemed to have defaulted under or breached this SAFT, for any failure or delay in fulfilling or performing any term of this SAFT, including without limitation, launching the Platform or consummating the Platform Launch, when and to the extent such failure or delay is caused by or results from acts beyond the affected party's reasonable control, including, without limitation: (a) acts of God; (b) flood, fire, earthquake or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, or other civil unrest; (d) Law; or (e) action by any Governmental Authority.