

PLEASE READ THIS AGREEMENT CAREFULLY. IF YOU DO NOT AGREE TO THIS AGREEMENT, DO NOT PURCHASE THE TOKENS. IF YOU DO NOT AGREE TO ALL OF THE PROVISIONS OF THIS AGREEMENT, YOU ARE NOT AN AUTHORIZED USER OF THESE SERVICES AND YOU SHOULD NOT USE EITHER THE WEBSITE, THE PLATFORM OR ITS SERVICES. CITIZENS AND RESIDENTS OF THE USA, THE PEOPLE'S REPUBLIC OF CHINA, AUSTRALIA, HONG KONG, SINGAPORE AND SOUTH KOREA ARE NOT ELIGIBLE TO PURCHASE THE TOKENS AND MUST NOT BUY THE TOKENS. DUE TO THE COMPANY'S PRODUCTS BEING OFFERED ON THE INTERNET (MEANING BOTH THE WORLD WIDE WEB AND THE ETHEREUM BLOCKCHAIN) THE COMPANY UNDERSTANDS THAT THERE IS A POSSIBILITY THAT THERE MIGHT BE A CERTAIN FLOW OF THE TOKENS INTO THE USA, CHINA, AUSTRALIA, HONG KONG, SINGAPORE AND SOUTH KOREA OR TO THE CITIZENS OR RESIDENTS OF THE MENTIONED COUNTRIES. THE COMPANY WILL BEAR NO RESPONSIBILITY AND YOU UNCONDITIONALLY RELEASE THE COMPANY FROM ANY AND ALL LIABILITY OR NEED FOR INDEMNIFICATION ARISING FROM THE PURCHASE OF TOKENS BY YOU AS A CITIZEN OR RESIDENT OF THE ABOVE MENTIONED COUNTRIES IF YOU PURCHASE TOKENS. WITH REGARD TO OTHER JURISDICTIONS IT IS YOUR RESPONSIBILITY TO ASCERTAIN AND CONFIRM THAT THE PURCHASE OF THESE TOKENS IS PERMITTED IN THE COUNTRY OF YOUR RESIDENCE. YOU SHOULD NOT AND ARE NOT ALLOWED TO PARTICIPATE IN THIS TOKEN SALE IF LEGAL RESTRICTIONS FOR THESE TYPES OF TRANSACTIONS EXIST IN YOUR COUNTRY OF RESIDENCE. LIABILITY AND RESPONSIBILITY FOR VIOLATION OF THE LAWS OF YOUR COUNTRY AS CONCERNS THIS TOKEN SALE AND THIS AGREEMENT SHALL REST SOLELY AND COMPLETELY ON YOU.

TOKEN SALE AGREEMENT

Last Updated on 5th October 2018

THIS TOKEN SALE AGREEMENT ("hereinafter referred to as the "Agreement") is made BETWEEN Land LayBy Holdings, Inc an International Business Company incorporated in Seychelles and having its offices at Suite 9, Ansuya Estate, Revolution Avenue, Victoria, Mahe, Seychelles (hereafter the "Company", "We" or "Us" which expression shall where the context so permits include our successors and permitted assigns)

AND YOU or the entity that you represent.

YOU and the Company may be hereinafter individually referred to as the "Party" and collectively as the "Parties".

BACKGROUND

- A. The Company has developed a platform incorporating ethereum blockchain technology for use in the real estate sector. The platform is a web & mobile based solution and facilitates the listing, verification and validation of immovable property so as to create a ledger of immutable and incorruptible land ownership details based on the concept of peer-to-peer protocols and public land registry ledger (hereafter the "Land LayBy Listing Platform").
- B. The platform will provide a means to manage land transactions at the land market place through the listing of land and land options secured through Ethereum smart contracts.

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This will ensure transparency of land and land option sales as well as facilitating audit functionality.

- C. Access to and use of the Land LayBy Listing Platform will be through the use of an Ethereum based ERC20 token to be known as the "**Harambee Token**".
- D. The Company intends to hold a token sale campaign (hereinafter the "**Token Sale**") from the ___ day of _____ to the ___ day of _____ 20__ (hereinafter the "**Token Sale Period**"). The Token Sale will end once all the funds as set forth herein are received.
- E. The Company has prepared a whitepaper to describe matters related to the Land LayBy Listing Platform named Land LayBy Listing Harambee Token Whitepaper included, but not limited to, any technological aspects and software matters (hereafter the "**Whitepaper**") which is available at <https://hrbe.io>.

THEREFORE, in consideration of the mutual promises, representations, covenants and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties agree to the following terms and conditions and to be bound thereby:-

I. INTERPRETATION AND DEFINITIONS

In this Agreement and the schedules to it the following terms shall unless the context otherwise requires have (whether with or without the definite article) the following meanings:

- I.I. Affiliate:** includes, in relation to either party, each and any subsidiary or holding company of that party and each and any subsidiary of a holding company of that party or any business entity from time to time controlling, controlled by, or under common control with, either party.

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- 1.2. **Control:** a business entity shall be deemed to "control" another business entity if it owns, directly or indirectly, in excess of 50% of the share capital of such business entity, or any other comparable equity or ownership interest with respect to a business entity other than a company.
- 1.3. **Intellectual Property Rights:** patents, utility models, rights to inventions, copyright and related rights, trademarks and service marks, trade names and domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to preserve the confidentiality of information (including know-how and trade secrets) and any other intellectual property rights, including all applications for (and rights to apply for and be granted), renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist, now or in the future, in any part of the world.
- 1.4. **Open-Source Software:** open-source software as defined by the Open Source Initiative (<http://opensource.org>) or the Free Software Foundation (<http://www.fsf.org>).
- 1.5. **Token Fee:** the licence fee payable by YOU to Company under clause 2.

In this Agreement and the schedules to it:

- 1.6. Clause, Schedule and paragraph headings shall not affect the interpretation of this Agreement.
- 1.7. Unless the context otherwise requires:

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- 1.7.1. words in the singular shall include the plural and in the plural shall include the singular;
 - 1.7.2. A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time;
 - 1.7.3. a reference to one gender shall include a reference to the other genders; and
 - 1.7.4. any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.8. In the case of conflict or ambiguity between any provision contained in the body of this Agreement and any provision contained in the schedules or appendices, the provision in the body of this Agreement shall take precedence.
 - 1.9. A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's personal representatives, successors and permitted assigns.
 - 1.10. References to clauses and Schedules are to the clauses and Schedules of this Agreement and references to paragraphs are to paragraphs of the relevant Schedule.
 - 1.11. The Schedules and Annexes form part of this Agreement and shall have effect as if set out in full in the body of this Agreement. Any reference to this Agreement includes the Schedules and Annexes.

2. TOKEN ACQUISITION

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- 2.1. In consideration of the Token Fee to be paid by YOU to the Company, the Company agrees to sell and YOU agree to purchase the Harambee Tokens. The minimum number of Harambee Tokens that can be purchased are twenty (20) tokens. The Company reserves the right to refuse or cancel token purchase requests at any time in its sole discretion.
- 2.2. The accepted cryptocurrency for the purchase of the Harambee Tokens is Ether (ETH), Bitcoin (BTC) and other cryptocurrencies, provided participating third party companies and software are agreeable to converting these currencies to either Ether or Bitcoin. However, the Company may also accept legal tender currencies such as the United States or Australian dollar, the Euro, etc.
- 2.3. Where cryptocurrency is used, YOU shall be entitled to the number of Harambee Tokens equivalent to the specific cryptocurrency value as exchanged against the United States of America Dollar (USD) and as determined by the prevailing cryptocurrency exchange rate whereas in the case of fiat currency, the amount of the Harambee Tokens relative to the specific fiat currency shall be as set out in the Whitepaper.
- 2.4. To acquire the Harambee Tokens, you shall be required to transfer payment equivalent to the number of tokens you require to the digital wallet of the Company and the Company will then allocate the amount of Harambee Tokens equivalent to the payment to the digital wallet provided by YOU or generated for you by the Company a month after the Token Sale Period ends (the Distribution Date).
- 2.5. Further procedures pertaining to the purchase of the Harambee Tokens, the timing and pricing of the Token Sale and our anticipated use of the Harambee Token sales are defined in the Whitepaper.

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- 2.6. Tokens acquired at bonus rates will be subjected to a special vesting schedule as defined in the Whitepaper. The vesting period commences on the Distribution Date and not on the date of purchase. Distribution Date is scheduled for thirty (30) days after the Token Sale Period.
- 2.7. Ownership of the Harambee Token carries no rights, express or implied, other than the right to use such tokens as a means to enable usage of and interaction with the Land LayBy Listing Platform. In particular, YOU understand and accept that the Harambee Token does not represent or confer any ownership right or stake, share or security or equivalent rights, or any right to receive future revenue shares, Intellectual Property Rights or any other form of participation in or relating to the Land LayBy Listing Platform, and/or Company and its corporate Affiliates, other than rights relating to the use of the platform, subject to limitations and conditions contained in this Agreement and applicable platform terms and policies.
- 2.8. Although the Harambee Tokens may be tradable, they are not intended to be a cryptocurrency, regardless of what legal meaning the word "cryptocurrency" has, investment, security, commodity or any other kind of financial instrument.
- 2.9. During the Token Sale Period, the Company intends to sell up to 50% of the total amount of Harambee Tokens which will be issued by the Company, and thus to raise up to Two Hundred and Four Thousand, Six Hundred and Sixty Five (204,665) ETH or equivalent in any other cryptocurrency denoted in the Company's personal account.
- 2.10. To the extent permitted by any applicable law of regulation, the purchase of the Harambee Tokens by YOU from the Company is final and there shall be no refunds

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and/or cancellations permitted save where the refusal to issue any tokens or cancellation of the Token Sale is at the Company's behest.

- 2.II. Unless otherwise stated herein, this Token Sale Agreement governs only your purchase of Harambee Tokens from Us during the Token Sale Period. The use of Tokens in connection with the Land LayBy Listing Platform may be governed by other applicable terms and policies (collectively, the "Land LayBy Listing Platform Terms and Policies").
- 2.I2. This Agreement shall be effective and binding on the Parties when YOU: (a) click the checkbox on the official Land LayBy Listing Platform website (the "Website") to indicate that YOU have read, understood and agreed to the terms of this Agreement; or (b) sign an actual physical copy of this Agreement; or, if earlier (c) upon Company's receipt of your payment for Harambee Tokens. YOU agree to be bound on this basis, and confirm that YOU have read in full and understood this Agreement and the terms on which YOU are bound.
- 2.I3. YOU acknowledge and agree that there are risks associated with purchasing, holding, and using Harambee Tokens in connection with the Land LayBy Listing Platform, as disclosed and explained in Annexure 1 to this Agreement, which is an integral part of this Agreement. By purchasing Harambee Tokens, you expressly acknowledge and assume these risks and remove any liability related to the above-mentioned risks from the Company.

3. TERRITORIAL LIMITATIONS

- 3.I. Citizens and residents of the United States of America, the People's Republic of China, Australia, Hong Kong, Singapore and South Korea are not eligible to participate in the Token Sale.

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3.2. Residents of Kenya are also not eligible to participate in the Token Sale.

3.3. YOU are only allowed to purchase the Harambee Tokens if and by buying the Harambee Token YOU covenant, represent, and warrant that:

3.3.1. YOU are neither a citizen or permanent resident of the U.S.A., China, Australia, Hong Kong, Singapore or South Korea nor a resident of Kenya nor do YOU have a primary residence or domicile in the U.S.A. including Puerto Rico, U.S. Virgin Islands, Guam and any other possessions of the United States of America, China, Australia, Hong Kong, Singapore or South Korea;

3.3.2. If an entity purchasing, none of the owners of the entity, of which you are an authorized officer, are citizens or residents of the U.S.A., China, Australia, Hong Kong, Singapore or South Korea or residents of Kenya nor do they have a primary residence or domicile in the U.S.A. including Puerto Rico, U.S. Virgin Islands, Guam and any other possessions of the United States of America, China, Australia, Hong Kong, Singapore or South Korea;

3.3.3. YOU are not a citizen/permanent resident/company or other entity from any jurisdiction, where purchase of Harambee tokens or cryptocurrencies is illegal, restricted or requires special accreditation. You acknowledge, agree and understand that it is your sole responsibility to ascertain whether your country of citizenship or residence permits cryptocurrencies and the holding of other digital assets and whether your participation in the Token Sale would be legal and permitted in your country of citizenship or residence. The company will bear no responsibility and you unconditionally release the Company from any and all liability or need for indemnification arising from the purchase of tokens by you as

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a citizen or resident of a country that forbids cryptocurrencies, the holding of digital assets, initial coin offerings or token generation or distribution events.

- 3.4. The Company shall reserve the right to refuse to sell Harambee Tokens to anyone who does not meet the criteria necessary for their buying, as set out hereunder and by the applicable law.

4. ANTI-MONEY LAUNDERING CONSIDERATIONS

- 4.1. Money laundering is where proceeds of crime are used or disguised so as to give the appearance of a legitimate income. It is illegal and forbidden to use the proceeds of crime or monies obtained from illegal or unethical sources to purchase Harambee tokens. YOU represent and warrant that your funds in no way come from illegal or unethical sources, and that YOU are not using any proceeds of criminal or illegal activity to acquire the Harambee Tokens, and that no transaction involving Harambee Tokens is being used to facilitate any criminal or illegal activity.
- 4.2. YOU further represent and warrant that YOU are not and do not represent any individual, legal entity or partnership under any sanctions regime introduced, inter alia, by the United States of America, the European Union, the African Union or the United Nations and that YOU are not from any territory sanctioned or embargoed by authorities mentioned above.
- 4.3. The Company reserves the right to report any suspicious activities to the police or relevant authorities, whether or not an official request on suspicion of money laundering from public authorities has been received, without your knowledge. The Company also reserves the right to require additional information at any time to verify your

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identification, the source or origin of your funds and any further information that may be required to satisfy any applicable money laundering legislation.

5. YOUR WARRANTIES AND REPRESENTATIONS

- 5.1. By making payment to purchase Tokens from Us, YOU represent and warrant the following:
 - 5.1.1. YOU have read and understood this Agreement (including all Annexures).
 - 5.1.2. YOU have read and understood the Land LayBy Listing Platform Terms and Policies available at <https://hrbe.io> as well as the Company's Whitepaper.
 - 5.1.3. YOU have a sufficient understanding of the functionality, usage, storage, transmission mechanisms and other material characteristics of cryptographic tokens like Ether, crypto markets, token storage mechanisms (such as token wallets), blockchain technology and blockchain-based software systems to understand the terms of this Agreement and to appreciate the risks and implications of purchasing Harambee Tokens.
 - 5.1.4. YOU have carefully reviewed the code of the smart contract system located on the Ethereum blockchain and fully understand and accept the functions implemented therein.
 - 5.1.5. YOU have obtained sufficient information about the Harambee Tokens to make an informed decision to purchase the Harambee Tokens.

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- 5.1.6. YOU understand the restrictions and risks associated with the creation of Harambee Tokens by the smart contract system as set forth herein, and acknowledge and assume all such risks.
- 5.1.7. YOU understand, acknowledge and assume the risks associated with the purchase, holding and use of Harambee Tokens in connection with the Land LayBy Listing Platform as disclosed in Annexure 1 to this Agreement.
- 5.1.8. YOU understand that Harambee Tokens confer only the right to access and use the Land LayBy Listing Platform and confer no other rights of any form with respect to the Land LayBy Listing Platform or 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.
- 5.1.9. YOU are purchasing Harambee Tokens solely for the purpose of accessing and using the Land LayBy Listing Platform, and supporting the operation of the Land LayBy Listing Platform, being aware of the commercial risks associated with the Company and the Land LayBy Listing Platform. You are not purchasing Harambee Tokens for any other purposes, including, but not limited to, any investment, speculative or other financial purposes.
- 5.1.10. Your purchase of Harambee Tokens complies with any and all applicable law and regulation in your jurisdiction, including, but not limited to, (i) legal capacity and any other applicable legal requirements in your jurisdiction for purchasing Harambee Tokens, using the Land LayBy Listing Platform, and entering into contracts with us, (ii) any foreign exchange or regulatory restrictions applicable to

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such purchase, and (iii) any governmental or other consents that may need to be obtained.

- 5.1.II. YOU will comply with any applicable tax obligations in your jurisdiction arising from your purchase of Harambee Tokens.
- 5.1.I2. If you are purchasing Harambee Tokens on behalf of any entity:
 - 5.1.I2.1. YOU are authorized to accept this Agreement on such entity's behalf; and
 - 5.1.I2.2. that such entity will be responsible for breach of the provisions of this Agreement by you or any other employee or agent of such entity; and
 - 5.1.I2.3. such legal entity is duly organized and validly existing under the applicable laws of the jurisdiction of its organization.
- 5.1.I3. YOU are not an individual, or an individual employed by or associated with an entity, identified on any denied persons or entity lists, specially designated nationals or blocked persons lists, or the debarred parties' lists.
- 5.1.I4. YOU are not a citizen or resident or are not domiciled in any country where the purchase, sale or holding of cryptocurrencies or other digital assets is forbidden.
- 5.1.I5. YOU understand and acknowledge that title to, and risk of loss of Harambee Tokens, you purchase from the Company and receive from the smart contract system passes from the Company to you in Seychelles.

6. DISCLAIMER AND LIMITATION OF LIABILITY

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- 6.1. Due to the uncertain risks, including but not limited to the risks disclosed in Annexure 1 to this Agreement, YOU acknowledge, understand and agree that YOU should not expect and there is no guarantee or representation or warranty either by the Company or through the purchase of the Harambee Tokens that the Land LayBy Listing Platform will ever be created, completed, launched or successfully adopted by the target or intended market.
- 6.2. The Company does not warrant that the use and operation of the Land LayBy Listing Platform will be uninterrupted, without delays or error-free. Furthermore, holding Harambee Tokens is not a guarantee, representation or warranty that YOU will be able to use the Land LayBy Listing Platform, or to receive any tokens utilized on the Land LayBy Listing Platform even if it is launched.
- 6.3. The Company cannot and does not represent or warrant that Harambee Tokens or the delivery mechanism for Harambee Tokens are free of viruses or other harmful or damaging components and the Company will not be liable for delays, interruptions, service failures or other problems inherent in the use of the internet or electronic communications or other systems outside our control.
- 6.4. The Harambee Tokens are to be provided on an "as is" basis and without any warranties of any kind, either expressed or implied. YOU assume all responsibility and risk with respect to buying any amount of the Harambee Tokens and their use. We do not represent or warrant that the Harambee Tokens are reliable, current or error-free, meet your requirements, or that defects in the tokens, if such are found, will be corrected.
- 6.5. YOU hereby expressly agree that, to the maximum extent permitted by the applicable law, the Company does not and will not accept any liability for any damage or loss,

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including loss of business, revenue, anticipated savings 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, the Land LayBy Listing Platform or the material, information, software, facilities, services or content on the Website or Land LayBy Listing Platform, as well as from purchasing of the Harambee Tokens, regardless of the basis, upon which the liability is claimed and even if the Company has or had been advised of the possibility of such loss or damage.

- 6.6. YOU understand and agree that the Company shall not be held liable to and shall not accept any liability, obligation or responsibility whatsoever for any change of the value of the Harambee Tokens. YOU understand and expressly agree that the Company shall not guarantee in any way that the Harambee Tokens might be sold or transferred during or after the Token Sale. If applicable law does not allow all or any part of the above limitation of liability to apply to YOU, the limitations will apply to YOU only to the extent permitted by applicable law.
- 6.7. YOU understand and agree that it is your obligation to ensure compliance with any legislation relevant to your country of domicile concerning purchase of the Harambee Tokens, and that the Company shall not accept any liability for any illegal or unauthorized purchase of the Harambee Tokens.
- 6.8. YOU agree to be solely responsible for any applicable taxes imposed on tokens purchased hereunder.
- 6.9. YOU understand, agree and accept that the Company makes no representation, warranty or undertaking that the information provided in this Agreement, the

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Whitepaper, the Annexures, the Website or any other documents produced by the Company in respect of the Token Sale are truthful, accurate and complete.

- 6.10. This Agreement and all other documents produced by the Company in respect of the Token Sale have been prepared for information purposes only and are not a statement of future intent. Accordingly, no reliance may be placed on these statements as being a promise, representation or undertaking as to the future performance or state of the Company, the Harambee Tokens or the Land LayBy Listing Platform.
- 6.11. The Company disclaims all liability for any loss or damage of whatsoever kind (whether foreseeable or not) which may arise from any person acting on any information and opinions relating to the Company, the Land LayBy Listing Platform, the Harambee Tokens or the Token Sale contained in this Agreement, any other documents produced by the Company in respect of the Token Sale, or any information which is made available in connection with any further enquiries, notwithstanding any negligence, default or lack of care.
- 6.12. YOU acknowledge that any Open-Source Software provided by the Company is provided "as is" and expressly subject to the disclaimers in this clause.
- 6.13. All other conditions, warranties or other terms which might have effect between the parties or be implied or incorporated into this Agreement or any collateral contract, whether by statute, common law or otherwise, are hereby excluded, including the implied conditions, warranties or other terms as to satisfactory quality, fitness for purpose or the use of reasonable skill and care.
- 6.14. YOU agree that, in entering into this Agreement, YOU did not rely on any representations (whether written or oral) of any kind or of any person other than those

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expressly set out in this Agreement and its annexures or (if YOU did rely on any representations, whether written or oral, not expressly set out in this Agreement or its annexures) that YOU shall have no remedy in respect of such representations and (in either case) the Company shall have no liability in any circumstances otherwise than in accordance with the express terms of this Agreement.

7. INTELLECTUAL PROPERTY RIGHTS

YOU acknowledge that all Intellectual Property Rights in the Land LayBy Listing Platform, Harambee Tokens and any inventions, ideas, concepts, code, discoveries, processes, marks, methods, software, compositions, formulae, techniques, algorithms, etc. belong and shall belong to Us or any applicable third-party owners (as the case may be), and YOU shall have no rights in or to the platform other than the right to use it in accordance with the terms of this Agreement. YOU shall have no right (and shall not permit any third party) to copy, adapt, reverse engineer, decompile, disassemble, modify, adapt or make error corrections to the platform in whole or in part except to the extent that such actions or changes relate to any applicable Open Source Software and are conducted in accordance with the terms and conditions of that Open Source Software.

8. SECURITY

8.I. YOU will ensure that YOU put in place proper, reasonable and appropriate measures designed to protect:

8.I.1. Any device associated with YOU and utilized in connection with your purchase of Harambee Tokens;

8.I.2. Private keys to your wallet or account; and

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8.1.3. Any other username, passwords or other login or identifying credentials that you may use in connection with the Harambee Tokens or the Land LayBy Listing Platform.

8.2. In the event that YOU are no longer in possession of your private keys or any device associated with your account or are not able to provide your login or identifying credentials, YOU may lose all of your Harambee Tokens and/or access to your account. The Company is under no obligation to recover any Harambee Tokens and YOU acknowledge, understand and agree that all purchases of Harambee Tokens are non-refundable and YOU will not receive considerations or other compensations for any Harambee Tokens purchased.

9. SAFEGUARDING YOUR DATA

9.1. During the course of this Agreement and as We run the Website and products that may be provided therein, YOU may need to provide Us and We may collect, store and process personal data about YOU, and We recognise that the correct and lawful treatment of this data will be of absolute importance.

9.2. We will only process personal data for the specific purposes for which we have required it from YOU or for any other purposes specifically permitted by law. We will notify those purposes to YOU when we first collect the data or as soon as possible thereafter. We will not share your personal information with any third parties other than our identity verification partners, should the latter be involved. The Company will be the only data controller and processor.

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9.3. The foregoing notwithstanding, YOU understand that there may be occasions where We may be compelled to and YOU hereby grant us your consent to share your personal data with law enforcement, government officials, or other third parties when:

9.3.1. we are compelled to do so by a court order or similar legal procedure; or

9.3.2. we believe in good faith that the disclosure of personal information is necessary to prevent physical harm or financial loss; or

9.3.3. we are forced to report suspected illegal activity or to investigate violations of our terms.

9.4. We will not keep personal data longer than is necessary for the purpose or purposes for which they were collected. We will take all reasonable steps to destroy, or erase from our systems, all data which is no longer required.

10. FORCE MAJEURE

Neither party shall be in breach of this Agreement nor liable for delay in performing, or failure to perform, any of its obligations under this Agreement if such delay or failure results from events, circumstances or causes beyond its reasonable control including acts of God, labour 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, material changes of relevant laws and regulations, 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. In such circumstances the affected party shall be entitled to a reasonable extension of the time for performing such obligations. If the period of delay or non-performance

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continues for three (3) months, the Company may elect to suspend the Token Sale, in whole or in part, or the launch of the Land LayBy Listing Platform for the duration of the Force Majeure circumstances.

II. INDEMNITY

II.1. To the fullest extent permitted by applicable law, you will indemnify, defend and hold harmless the Company and our respective past, present and future employees, officers, directors, contractors, consultants, equity holders, suppliers, vendors, service providers, parent companies, subsidiaries, affiliates, agents, representatives, predecessors, successors and assigns (the "Company Parties") from and against all claims, demands, actions, damages, losses, costs and expenses (including legal counsel or advocate's fees) that arise from or relate to:

II.1.1. your purchase or use of the Harambee Tokens;

II.1.2. your responsibilities or obligations under this Agreement;

II.1.3. your violation of this Agreement;

II.1.4. any inaccuracy in any representation or warranty given by YOU;

II.1.5. any act or omission by you that is negligent, unlawful or constitutes wilful misconduct; or

I.1.1. your violation of any rights of any other person or entity.

II.2. You will defend, indemnify, and hold Us harmless, our Affiliates and licensors, and each of their respective employees, officers, directors, and representatives from and against

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any claims, damages, losses, liabilities, costs, and expenses (including reasonable legal counsel or advocate's fees) arising out of or relating to any third-party claim concerning this Agreement or your use of the Harambee Tokens contrary to the terms of this Agreement. If we or our Affiliates are obliged to respond to a third-party or other compulsory legal order or process described above, you will also reimburse us for reasonable legal counsel or advocates' fees, as well as our employees' and contractors' time and materials spent responding to the third-party or other compulsory legal order or process at reasonable hourly rates.

- 11.3. Company reserves the right to exercise sole control over the defence, at your expense, of any claim subject to indemnification under this clause.
- 11.4. In the event that Company may need to indemnify YOU, in no circumstances will the aggregate joint liability of Company, whether in contract, tort or other theory, for damages to YOU under this Agreement exceed the amount received by Company from YOU.

12. NATURE OF RELATIONSHIP

- 12.1. Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between YOU and Us, constitute any one of us the agent of the other party, or authorise any party to make or enter into any commitments for or on behalf of the other party.
- 12.2. Each party confirms it is acting on its own behalf and not for the benefit of any other person.

13. VARIATION

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14. NOTICES AND COMMUNICATION

- 14.1. Any notice to be given under this Agreement may be given by sending the same by pre-paid post or by the quickest mail available including electronic mail or by facsimile addressed to the party concerned at its address as given herein above or at such other address for the purpose as such party may have notified in writing to the party giving the notice or by delivering the same by hand to the addressee at such address.
- 14.2. Any notice so given shall be deemed to have been served Seven (7) days after it was posted or on the day on which it was delivered by hand or sent by electronic mail or facsimile as aforesaid provided that in the case of a notice sent by facsimile a printed confirmation of transmission is received and a hard copy of such notice is forthwith sent by pre-paid post or hand delivery as above.
- 14.3. As the parties are aware, the electronic transmission of information cannot be guaranteed to be secure or error free and such information could be intercepted, corrupted, lost, destroyed, arrive late or incomplete or otherwise be adversely affected or unsafe for use. As such, no party shall have any liability to the other arising from, or in connection with electronic transfer of communication and information to the other provided that in the case of a notice sent by electronic transmission a hard copy of such notice is forthwith sent by pre-paid post or hand delivery.

15. NO WAIVER

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Except where this Agreement provides otherwise, the rights and remedies contained in it are cumulative and not exclusive to rights or remedies provided by law. The failure by either party to enforce at any time or for any period any one or more of the terms or conditions of this Agreement shall not be a waiver of them or of the right at any time subsequently to enforce all terms and conditions of this Agreement.

16. SEVERABILITY

If any provision of this Agreement is found by an arbitrator, court or other competent authority to be void or unenforceable, such provision shall be deemed to be deleted from this Agreement and the remaining provisions of this Agreement shall continue in full force and effect. Notwithstanding the foregoing, We reserve the right to modify such provision to make it valid and, to the extent possible, effectuate the original intent of the parties as closely as possible in an acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the fullest extent possible.

17. TERMINATION

This Agreement will terminate upon the completion of the Token Sale. Company reserves the right to terminate this Agreement, in its sole discretion, in the event that YOU breach this Agreement. Upon termination of this Agreement:

- 17.1. all of your rights under this Agreement immediately terminate;
- 17.2. YOU are not entitled to a refund of any amount paid unless the Harambee Tokens acquired by YOU were not allocated to YOU at the end of the Token Sale due to no fault of your own; and

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17.3. Any clauses intended to survive the termination of this Agreement will continue to apply in accordance with their terms.

18. ASSIGNMENT

YOU will not assign this Agreement, or delegate or sublicense any of your rights under this Agreement, without our prior written consent. Any assignment or transfer contrary to these terms will be void. Company may assign this Agreement to an Affiliate. Subject to the foregoing, this Agreement will be binding upon, and inure to the benefit of the parties and their respective successors and assigns.

19. GOVERNING LAW

The construction, validity and performance of this Agreement shall be governed in all respects by Seychelles law.

20. DISPUTE RESOLUTION

20.1. YOU understand, agree and accept that any dispute arising out of or related to this Agreement is personal to YOU and Company and will be resolved solely through individual dispute resolution mechanisms and will not be brought as a class arbitration, class action or any other type of representative proceeding. There will be no class arbitration or mediation or arbitration or mediation in which an individual attempts to resolve a dispute as a representative of another individual or group of individuals. Further, YOU accept and agree that 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.

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- 20.2. If a dispute arises out of the terms of this Agreement or with regard to the interpretation, rights, obligations and/or implementation of any one or more of the provisions of this Agreement or relating to its construction or performance, the parties undertake to make every effort to reach an amicable settlement through negotiation including scheduling and attending meetings.
- 20.3. If an amicable settlement in accordance with clause 20.2 has not been reached within Twenty One (21) days of the dispute first arising, then the dispute shall be referred to mediation in accordance with the clauses here below.
- 20.4. The parties agree to attempt to resolve any dispute, claim or controversy arising out of or relating to this Agreement by mediation, which shall be conducted under the then current mediation procedures of Seychelles or any other procedure upon which the parties may agree before a duly accredited mediator to be agreed upon between the parties within twenty one (21) days failing which such mediator shall be appointed by the duly recognized accrediting body for mediators in Seychelles, if any, upon the application of any party, or, upon application to a competent court by any of the parties. The parties further agree that their respective good faith participation in mediation is a condition precedent to pursuing any other available legal or equitable remedy, including litigation, arbitration or other dispute resolution procedures.
- 20.5. Either party may commence the mediation process by providing to the other party written notice setting forth the subject of the dispute, claim or controversy and the relief requested. Within ten (10) days after the receipt of the foregoing notice, the other party shall deliver a written response to the initiating party's notice. The initial mediation session shall be held within thirty (30) days after the initial notice. The parties agree to share equally the costs and expenses of the mediation (which shall not include the

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expenses incurred by each party for its own legal representation in connection with the mediation).

- 20.6. The parties further acknowledge and agree that mediation proceedings are settlement negotiations, and that, to the extent allowed by applicable law, all offers, promises, conduct and statements, whether oral or written, made in the course of the mediation by any of the parties or their agents shall be confidential and inadmissible in any arbitration or other legal proceeding involving the parties; provided, however, that evidence which is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation.
- 20.7. The provisions of this clause may be enforced by any court of competent jurisdiction, and the party seeking enforcement shall be entitled to an award of all costs, fees and expenses, including reasonable legal attorneys' fees, to be paid by the party against whom enforcement is ordered.
- 20.8. If mediation fails or collapses, then the dispute shall be referred to arbitration in accordance with Clause 20.9.
- 20.9. Any dispute, disagreement or question which cannot be settled amicably as referred to in the clauses above shall be referred to and finally resolved by arbitration in Seychelles in accordance with the following terms:
 - 20.9.1. Such arbitration shall be resolved under the relevant provisions of the Commercial Code of Seychelles (as the same may be substituted, amended, re-enacted or supplemented from time to time);

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20.9.2. The tribunal shall consist of one arbitrator to be agreed upon by the parties within fourteen (14) days of the declaration or notification of a dispute by either party failing which such arbitrator shall be appointed by the duly recognized accrediting body for arbitrators in Seychelles, if any, upon the application of any party, or, upon application to a competent court by any of the parties;

20.9.3. The place and seat of arbitration shall be Victoria and the language of arbitration shall be English;

20.9.4. The award of the arbitrator shall be final and binding upon the parties to the extent permitted by law and any party may apply to a court of competent jurisdiction for enforcement of such award. The award of the arbitrator may take the form of an order to pay an amount or to perform or to prohibit certain activities.

20.10. Notwithstanding the above provisions of this clause, a party is entitled to seek preliminary injunctive relief or interim or conservatory measures from any court of competent jurisdiction pending the final decision or award of the arbitrator.

21. ENTIRE AGREEMENT

This Agreement and the documents annexed to this Agreement or otherwise referred to herein contain the whole agreement between YOU and the Company relating to the subject matter hereof and supersede all prior agreements, arrangements and understandings between the parties relating to that subject matter.

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ANNEXURE 1

DISCLOSURE STATEMENT

By clicking the checkbox on the official Land LayBy Listing Platform website indicating that YOU have read, understood and agreed to the terms of this Agreement or by signing an actual physical copy of this Token Sale Agreement or, if earlier, upon Land LayBy Holdings Inc.'s receipt of your payment for Harambee Tokens, YOU confirm that you have carefully reviewed, and that YOU acknowledge, understand and assume the following risks, as well as all other risks associated with the Harambee Tokens (including those not discussed herein), all of which could render the Harambee Tokens worthless or of little value.

1. COMPANY DISCLOSURES

1.1. Financial Information

1.1.1. Land LayBy Holdings Inc. is a newly incorporated Company. It does not have any financial records.

1.2. Material Litigation

1.2.1. Land LayBy Holdings Inc. is not party to any litigation, arbitration or any other dispute resolution proceedings as at the date of publication of this Disclosure document.

1.3. Senior Managers and Directors

1.3.1. **Dr Peter Tole: Chief Innovation Officer**

1.3.2. **Phyllis Tole: Chief Financial Controller**

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1.3.3. **Purushottam Jha : Chief Technology Officer**

1.3.4. **Raymond Kaniu: Chief Strategy Officer**

1.3.5. **Dr. Lucy Muthoni: Chief Quantitative Officer**

1.3.6. **Isaac Dzakpata: Chief Operations Officer - Ghana**

1.3.7. **Victor Asoyo: Business Advisor**

1.3.8. **David Njuguna: Business Advisor**

1.4. **Assets**

1.4.1. Land LayBy Holdings owns or has been granted exclusive licences to all intellectual property rights pertaining to the Harambee Tokens and the Land LayBy Listing Platform including trademarks registered in Australia, USA, Kenya and various other countries, software, media and content copyright.

THE HARAMBEE TOKENS

1.5. **By purchasing, holding and using Harambee Tokens, you expressly acknowledge that you are aware of the following:**

1.5.1. The Harambee Tokens are not intended to be structured or sold as securities, commodities, digital currencies or any other form of financial or investment product. Accordingly, none of the information presented by Land LayBy Holdings Inc. in respect of the Harambee tokens is intended to form the basis for any investment decision, and no recommendations are intended.

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1.5.2. Land LayBy Holdings Inc. expressly disclaims any and all responsibility for any direct, indirect or consequential loss, damage, cost or expense of any kind whatsoever arising directly or indirectly from, or otherwise in connection with:

- 1.5.2.1. reliance on any information contained herein;
- 1.5.2.2. any error, omission or inaccuracy in any such information; or
- 1.5.2.3. any action resulting from such information.

1.5.3. Ownership of Harambee Tokens carries no rights, express or implied, other than the right to use the Harambee Tokens as a means to access and use the Land LayBy Listing Platform for the duration of time that you hold such Harambee Token. In particular, you understand and accept that the Harambee Tokens do not represent or confer:

- 1.5.3.1. any ownership right, share or security (or any equivalent right) in the Land LayBy Listing Platform or in Land LayBy Holdings Inc., its Affiliates, or any other company related to, associated with or controlled by Land LayBy Holdings Inc.;
- 1.5.3.2. any future right to receive an interest, dividend or revenue share in the Land LayBy Listing Platform or in Land LayBy Holdings Inc., its Affiliates, or any other company related to, associated with or controlled by Land LayBy Holdings Inc.;
- 1.5.3.3. any current or future right to receive an interest in any intellectual property rights relating to the Land LayBy Listing Platform; or

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- 1.5.3.4. any other form of participation in or relating to the Land LayBy Listing Platform or in Land LayBy Holdings Inc., its Affiliates, or any other company related to, associated with or controlled by Land LayBy Holdings Inc..

2. THE TOKEN GENERATION EVENT

There are risks associated with the use of blockchain token technology for the Harambee Token Sale process, and the purchase of Harambee tokens generally. Purchases of Harambee tokens should only be undertaken by individuals or entities that have significant experience with, and understanding of, the usage and intricacies of cryptographic tokens, like Bitcoin (BTC) and Ether (ETH), and other blockchain-based software systems. You should have functional understanding of storage and transmission mechanisms associated with other cryptographic tokens. While Land LayBy Holdings Inc. may be available to assist in the purchase of Harambee Tokens during and after the Token Sale, in no way is Land LayBy Holdings Inc. offering advice and Land LayBy Holdings Inc. will not be responsible for lost BTC, ETH, Harambee tokens and/or any other forms of cryptocurrencies (Altcoins), and cash resulting from actions taken by, or omitted by you.

The purchase of Harambee tokens carries with it a number of risks. You should carefully consider all risks involved, including, but not limited to, those listed below and, to the extent necessary, consult an appropriate lawyer, accountant, or tax professional. If any of the following risks are unacceptable to you, then you should not purchase Harambee Tokens. The order of the risks set out below is not intended to have any bearing on the likelihood of such risk arising, or importance of any such risk to any particular person:

2.1. **Risks Associated with the Development and Maintenance of the Land LayBy Listing Platform**

You recognise that the Land LayBy Listing Platform is currently under development and may undergo significant changes before release and over time, including a change in direction at Land

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LayBy Holdings Inc.'s discretion. Land LayBy Holdings Inc. may have to make changes to the specifications of Harambee Tokens or the Land LayBy Listing Platform for any number of legitimate reasons including, but not limited to, a change in the design, implementation plans and execution of the implementation of the platform for global release. This could create the risk that the platform or Harambee Tokens, as further developed and maintained, may not meet your expectations at the time of purchase of the Harambee Token.

Furthermore, despite Land LayBy Holdings Inc.'s efforts to develop and maintain the Land LayBy Listing Platform, it is still possible that the platform will experience malfunctions or otherwise fail to be adequately developed or maintained, which may negatively impact the platform and Harambee Tokens.

You understand that while Land LayBy Holdings Inc. will make reasonable efforts to complete the Land LayBy Listing Platform for global release, due to circumstances beyond Land LayBy Holdings Inc.'s control it is possible that an official completed global version of the platform may not be released globally, a limited release occurs or, in the worst case, a functioning operational global platform may not be created at all.

2.2. Risk of Losing Access to Tokens Due to Loss of Private Key(s), Custodial Error or Purchaser Error

A private key, or a combination of private keys, is necessary to control and dispose of the Harambee Tokens stored in your digital wallet or vault. Accordingly, loss of private key(s) associated with your digital wallet or vault that holds or stores the Harambee Tokens will result in loss of such tokens. 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 your Harambee Tokens.

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Any errors or malfunctions caused by or otherwise related to the digital wallet or vault you choose to receive and store Harambee Tokens, including your own failure to properly maintain or use such digital wallet or vault, may also result in the loss of your Harambee Tokens. Additionally, your failure to follow precisely the procedures for buying and receiving Harambee Tokens, including, for instance, if you provide the wrong address for receiving tokens, may result in the loss of your Harambee Tokens.

2.3. Risks Associated with the Ethereum Protocol

Because Harambee Tokens and the Land LayBy Listing Platform are based on the Ethereum protocol, any malfunction, breakdown or abandonment of the Ethereum protocol may have a material adverse effect on the platform or Harambee Tokens. Moreover, advances in cryptography, or technical advances such as the development of quantum computing, could present risks to the Harambee Tokens and the platform, including the utility of Harambee Tokens for obtaining services, by rendering ineffective the cryptographic consensus mechanism that underpins the Ethereum protocol.

2.4. Risks of Mining Attacks

As with other decentralized cryptographic tokens based on the Ethereum protocol, Harambee Tokens are susceptible to attacks by miners in the course of validating tokens transactions on the Ethereum blockchain, including, but not limited, to double-spend attacks, majority mining power attacks, race condition attacks and selfish-mining attacks. Any successful attacks present a risk to the Land LayBy Listing Platform and Harambee Tokens, including, but not limited to, accurate execution and recording of transactions involving Harambee Tokens.

2.5. Risk of Hacking and Security Weaknesses

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Hackers or other malicious groups or organizations may attempt to interfere with the Land LayBy Listing Platform or Harambee Tokens in a variety of ways, including, but not limited to malware attacks, denial of service attacks, consensus-based attacks, Sybil attacks, smurfing and spoofing. Furthermore, because the Land LayBy Listing Platform is based on Open-Source Software, there is a risk that a third party or a member of the Company team may intentionally or unintentionally introduce weaknesses into the core infrastructure of the platform, which could negatively affect the platform and Harambee Tokens, including Harambee Tokens' utility for using the platform.

2.6. Risks Associated with Markets for Harambee Tokens

Harambee Tokens are intended to be used solely on the Land LayBy Listing Platform, and Land LayBy Holdings Inc. will not support or otherwise facilitate any secondary trading or external valuation of Harambee Tokens. This restricts the contemplated avenues for using Harambee Tokens to accessing or using the platform, and could therefore create illiquidity risk with respect to Harambee Tokens you hold. Even if secondary trading of Harambee Tokens is facilitated by third party exchanges, such exchanges may be relatively new and subject to little or no regulatory oversight, making them more susceptible to market-related risks. Furthermore, to the extent that third parties do ascribe an external exchange value to Harambee Tokens (e.g., as denominated in a digital or fiat currency), such value may be extremely volatile and diminish to zero. Third party exchanges are independent of and not operated by Land LayBy Holdings Inc., therefore use of exchanges is at your own risk.

2.7. Risk of Uninsured Losses

Unlike bank accounts or accounts at some other financial institutions, Harambee Tokens are uninsured unless you specifically obtain private insurance to insure them. Thus, in the event of loss or loss of utility value, there is no public insurer or private insurance arranged by us, to offer recourse to you.

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2.8. Risk of Transaction Losses

Harambee Token transactions are irrevocable. If Harambee Tokens are stolen or incorrectly transferred, such transfer may be irreversible. As a result, any incorrectly executed Harambee Token transactions could adversely affect the value of Harambee Tokens. Cryptographic token transactions are not reversible without the consent and active participation of the recipient of the transaction or, in theory, control or consent of a majority of the processing power on the host blockchain platform. Once a transaction has been verified and recorded in a datablock that is added to the blockchain, an incorrect transfer of a Harambee Token or a theft of a Harambee Token generally will not be reversible and there may be no compensation for any such transfer or theft. Such loss could adversely affect the value of Harambee Tokens generally.

2.9. Risks Associated with Uncertain Regulations, Enforcement Actions and Market Environment

The regulatory status of tokens generally and distributed ledger technology is unclear or unsettled in many jurisdictions. It is difficult to predict how or whether regulatory agencies may apply existing regulation with respect to such technology and its applications. It is likewise difficult to predict how or whether legislatures or regulatory agencies may implement changes to law and regulation affecting distributed ledger technology and its applications, including the Land LayBy Listing Platform and Harambee Tokens. Regulatory actions could negatively impact the Land LayBy Listing Platform and Harambee Tokens in various ways. Company may cease operations in a jurisdiction in the event that regulatory actions, or changes to law or regulation, make it illegal to operate in such jurisdiction, or commercially undesirable to obtain the necessary regulatory approval(s) to operate in such jurisdiction.

Political or economic crises may motivate large-scale sales of Harambee Tokens, which could result in a reduction in the price and adversely affect the value of Harambee Tokens. Cryptographic tokens such as Harambee tokens, which are relatively new, are subject to supply

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and demand forces based upon the desirability of an alternative, decentralized means of transacting, and it is unclear how such supply and demand will be impacted by geopolitical events. Large-scale sales of Harambee tokens would result in a reduction in the liquidity of such tokens.

Cryptographic tokens that possess value in public markets, such as Ether and Bitcoin, have demonstrated extreme fluctuations in price over short periods of time on a regular basis. You should be prepared to expect similar fluctuations, both down and up, in the price of Harambee Tokens denominated in Ether, Bitcoin, United States Dollars, Australian Dollars, Euro or currencies of other jurisdictions. Such fluctuations are due to market forces and represent changes in the balance of supply and demand.

2.10. Risks Arising from Taxation

The tax characterization of Harambee Tokens is uncertain. You must seek your own tax advice in connection with purchasing Harambee Tokens, which may result in adverse tax consequences to you, including withholding taxes, income taxes and tax reporting requirements.

2.11. Risk of Alternative Platforms

It is possible that alternative platforms could be established that utilize the same open source code and protocol underlying the Land LayBy Listing Platform. The platform may compete with these alternative platforms, which could negatively impact the Land LayBy Listing Platform and Harambee Tokens, including Harambee Tokens' utility for obtaining services.

2.12. 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 and the Ethereum platform and Harambee Tokens, which could result in the theft or loss of tokens.

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2.13. Risk of Insufficient Interest in the Land LayBy Listing Platform

It is possible that the Land LayBy Listing Platform will not be used by a large number of individuals, companies and other entities or that there will be limited public interest in the creation and development of distributed platforms (such as the Land LayBy Listing Platform) more generally. Such a lack of use or interest could negatively impact the development of the platform and the potential utility of Harambee Tokens.

Land LayBy Holdings Inc. cannot predict the success of its own marketing efforts or the efforts of other third parties. It is possible that, due to any number of reasons, including without limitation, the failure of business relationships or marketing strategies, that the Land LayBy Listing Platform and all subsequent marketing of the sale of Harambee Tokens from Land LayBy Holdings Inc., may fail to achieve success.

2.14. Risk of an Unfavorable Fluctuation of Ether and Other Currency Value

Land LayBy Holdings Inc. intends to use the contributions from selling Harambee Tokens to manage the maintenance and operations of the Land LayBy Listing Platform. The contributions from the sale of Harambee Tokens will be denominated in Ether or Bitcoin, and may, at our discretion, be converted into other cryptographic and fiat currencies. In addition, some sales of Harambee Tokens may also be denominated in fiat currencies. If the value of Ether, Bitcoin or other currencies fluctuates unfavourably during or after the Token Sale Period, the Company may not be able to maintain the Land LayBy Listing Platform in the manner that it intended.

2.15. Risk of Dissolution of Land LayBy Holdings Inc.

It is possible that, due to any number of reasons, including, but not limited to, an unfavourable fluctuation in the value of Ether, Bitcoin (or other cryptographic and fiat currencies), decrease in Harambee Tokens' utility, the failure of commercial relationships, or intellectual property

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2.16. Risks Arising from Lack of Governance Rights

Because Harambee Tokens confer no governance rights of any kind with respect to the Land LayBy Listing Platform or Land LayBy Holdings Inc. or its Affiliates, all decisions involving the Land LayBy Listing Platform or Land LayBy Holdings Inc. will be made by the Company at its sole discretion, including, but not limited to, decisions to discontinue the Land LayBy Listing Platform, to sell more Harambee Tokens for use in the platform, or to sell or liquidate the Company. These decisions could adversely affect the Land LayBy Listing Platform and the utility of Harambee Tokens that you hold.

2.17. Risks involving Cloud Storage

As Land LayBy Holdings Inc. uses a decentralised cloud storage service to host the Land LayBy Listing Platform and related applications, the platform is susceptible to a number of risks related to the storage of data in the cloud. Such data may include large amounts of sensitive and or proprietary information, which may be compromised in the event of a cyber-attack or other malicious activity. Similarly, the Land LayBy Listing Platform may be interrupted and files may become temporarily unavailable in the event of such an attack or malicious activity.

As users can use a variety of hardware and software that may interface with the platform, there is the risk that the platform may become unavailable or interrupted, based on a failure of interoperability or an inability to integrate these third party systems and devices that Land LayBy Holdings Inc. does not control with the Land LayBy Listing Platform. The risk that the platform may face increasing interruptions and additional security vulnerabilities could adversely affect the platform, and therefore the future utility of any Harambee Tokens that you hold.

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2.18. Cryptographic Tokens may experience Risk of Extreme Price Volatility

Land LayBy Holdings Inc. cannot and does not guarantee market liquidity for Harambee Tokens and therefore there may be periods of time in which Harambee Tokens are difficult to buy or sell. Additionally, due to different regulatory requirements in different jurisdictions and the inability of citizens of certain countries to open accounts at exchanges located anywhere in the world, the liquidity of Harambee Tokens may be markedly different in different countries and this would likely be reflected in significant price discrepancies. By purchasing Harambee Tokens, you expressly acknowledge and represent that you fully understand that Harambee Tokens may experience volatility in pricing and will not seek to hold any of Land LayBy Holdings Inc., its directors, officers, agents and advisors liable for any losses or any special, incidental, or consequential damages arising from, or in any way connected to, the sale of Harambee Tokens.

It is also possible that the value of Ether or Bitcoin will drop significantly in the future, depriving Land LayBy Holdings Inc. of sufficient resources to continue to operate. It is possible that a competing cryptographic token other than Harambee Tokens could have features that make it more desirable to a material portion of the cryptographic token user base, resulting in a reduction in demand for Harambee Tokens, which could have a negative impact on the use and price of Harambee Tokens generally.

It is possible that a comparable product could become materially popular due to either a perceived or exposed shortcoming of the Land LayBy Listing Platform that is not immediately addressed by Land LayBy Holdings Inc., or a perceived advantage of a comparable product that includes features not incorporated into the Land LayBy Listing Platform. If this product obtains significant market share, it could have a negative impact on the demand for, and price of Harambee Tokens.

The Land LayBy Listing Platform is a new product, thus contributing to price volatility that could adversely affect the value of Harambee Tokens. There are many factors affecting the further

PLEASE READ THIS AGREEMENT CAREFULLY. IF YOU DO NOT AGREE TO THIS AGREEMENT, DO NOT PURCHASE THE TOKENS. IF YOU DO NOT AGREE TO ALL OF THE PROVISIONS OF THIS AGREEMENT, YOU ARE NOT AN AUTHORIZED USER OF THESE SERVICES AND YOU SHOULD NOT USE EITHER THE WEBSITE, THE PLATFORM OR ITS SERVICES. CITIZENS AND RESIDENTS OF THE USA, THE PEOPLE'S REPUBLIC OF CHINA, AUSTRALIA, HONG KONG, SINGAPORE AND SOUTH KOREA ARE NOT ELIGIBLE TO PURCHASE THE TOKENS AND MUST NOT BUY THE TOKENS. DUE TO THE COMPANY'S PRODUCTS BEING OFFERED ON THE INTERNET (MEANING BOTH THE WORLD WIDE WEB AND THE ETHEREUM BLOCKCHAIN) THE COMPANY UNDERSTANDS THAT THERE IS A POSSIBILITY THAT THERE MIGHT BE A CERTAIN FLOW OF THE TOKENS INTO THE USA, CHINA, AUSTRALIA, HONG KONG, SINGAPORE AND SOUTH KOREA OR TO THE CITIZENS OR RESIDENTS OF THE MENTIONED COUNTRIES. THE COMPANY WILL BEAR NO RESPONSIBILITY AND YOU UNCONDITIONALLY RELEASE THE COMPANY FROM ANY AND ALL LIABILITY OR NEED FOR INDEMNIFICATION ARISING FROM THE PURCHASE OF TOKENS BY YOU AS A CITIZEN OR RESIDENT OF THE ABOVE MENTIONED COUNTRIES IF YOU PURCHASE TOKENS. WITH REGARD TO OTHER JURISDICTIONS IT IS YOUR RESPONSIBILITY TO ASCERTAIN AND CONFIRM THAT THE PURCHASE OF THESE TOKENS IS PERMITTED IN THE COUNTRY OF YOUR RESIDENCE. YOU SHOULD NOT AND ARE NOT ALLOWED TO PARTICIPATE IN THIS TOKEN SALE IF LEGAL RESTRICTIONS FOR THESE TYPES OF TRANSACTIONS EXIST IN YOUR COUNTRY OF RESIDENCE. LIABILITY AND RESPONSIBILITY FOR VIOLATION OF THE LAWS OF YOUR COUNTRY AS CONCERNS THIS TOKEN SALE AND THIS AGREEMENT SHALL REST SOLELY AND COMPLETELY ON YOU.

development of the cryptographic token industry including but not limited to continued worldwide growth in the adoption and use of Harambee Tokens and other tokens; changes in consumer demographics, public tastes and preferences; general economic conditions; and the regulatory environment relating to the Land LayBy Listing Platform, Harambee tokens and other tokens.

2.19. Risk of Intellectual Property Rights Claims

Intellectual property rights claims may adversely affect the operation of the Land LayBy Listing Platform. Third parties may assert intellectual property ownership claims relating to the holding and transfer of cryptographic tokens and their source code. Regardless of the merit of any intellectual property claim or other legal action, any threatened action that reduces confidence in the Land LayBy Listing Platform's long term viability or the ability of end-users to hold and transfer Harambee tokens may adversely affect the value of Harambee Tokens. Additionally, a meritorious intellectual property claim could prevent you from accessing the Land LayBy Listing Platform, holding or transferring your Harambee Tokens.

2.20. Unanticipated Risks

Cryptographic tokens such as Harambee Tokens are a new and untested technology. In addition to the risks included in this Annexure 1, there are other risks associated with your purchase, holding and use of Harambee Tokens, including those that the Company cannot anticipate. Such risks may further materialize as unanticipated variations or combinations of the risks discussed in this Annexure 1.