

Education World

Initial Token Sale

Legal Framework

Crafted and prepared by Legal Division of H Network International

V.01 dated 16th May 2018

This document contains the Terms and Conditions that govern the purchase of the tokens being issued by **H Network International** through **H Education World** and includes an agreement between the Buyer, or the entity that the Buyer represents, and H Network International. It also contains Disclaimers, Limitations, Risks and other relevant and important legal information. It will be in the best interests of each and every prospective Buyer to read this document in its entirety before committing to the purchase.

Please read this section and the following sections entitled **“Disclaimer Of Liability”**, **“Knowledge Required”**, **“No Representations Or Warranties”**, **“Representations And Warranties By The Buyer”**, **“Cautionary Note On Forward-Looking Statements”**, **“Market And Industry Information And No Consent Of Other Persons”**, **“No Advice Or Offer”**, **“No Further Information Or Update”**, **“Restrictions On Distribution And Dissemination”**, **“Risks And Uncertainties”**, and **“Governing Law And Arbitration”** carefully.

If you are in any doubt as to the action you should take, you should consult your legal, financial, taxation, or other professional advisor(s).

TERMS USED

To facilitate a better understanding of the **HCoins** being offered for purchase by **H Network** for **HEW** platform, certain technical terms and abbreviations, as well as, in certain instances, their descriptions, have been used in the Whitepaper. These descriptions and assigned meanings should not be treated as being definitive of their meanings and they may not correspond to standard industry meanings or usage. Words importing the singular shall, where applicable, include the plural and *vice versa* and words importing the masculine gender shall, where applicable, include the feminine and neuter genders and *vice versa*. References to persons shall include corporations. Some of the terms used in the Whitepaper are given here for reference:

- Buyer/Purchaser:** **A person buying, or intending to buy, HCoins for himself or for an entity that he represents**

- Belize Person** **:** **A citizen, resident of, or a person located or domiciled in, or any entity, including, without limitation, any corporation or partnership created or organized in or under the laws of Belize.**

- Company** **:** **H Network International, Subsidiaries, Affiliates, 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**

- Document** **:** **H Education World Initial Token Sale Legal Framework Document**

- H Network** **:** **H Network International**

- HEW** **:** **H Education World**

- Party** **:** **The Buyer, H Network International, and H Education World when referred to individually**

- Parties** **:** **The Buyer, H Network International, and H Education World when referred to collectively**

- Person** **:** **An Individual, or a Company, or an Organisation, or a Corporation, or a Conglomerate, or a Group of Individuals, or a Group of Companies, or a Group of any other kind. In addition, the term derives more upon its definition from every Legal Framework in existence in a particular jurisdiction when brought into question in that jurisdiction to the extent that it does not create any unfavourable impact on the rights and benefits of persons in any other jurisdiction and does not infringe upon their rights, and that such definition is**

not in violation of natural principles of justice, and that such definition has not been incorporated after the coming into effect of this paper.

- Token Sale** : **H Education World Initial Token Sale**
- US Person** : **A citizen, resident of, or a person located or domiciled in, the United States of America including its states, territories or the District of Columbia or any entity, including, without limitation, any corporation or partnership created or organized in or under the laws of the United States of America, any state or territory thereof or the District of Columbia.**
- Website** : **<https://www.H-Education.World>**
- Whitepaper** : **H Education World Initial Token Sale Whitepaper**

BASIC LEGAL FRAMEWORK

The **HCoins** are not intended to constitute securities in any jurisdiction. The Whitepaper does not constitute a prospectus or offer document of any sort and is not intended to constitute an offer of securities or a solicitation for investment in securities in any jurisdiction.

No person is bound to enter into any contract or binding legal commitment in relation to the sale and purchase of the **HCoins** and no crypto-currency or other form of payment is to be accepted on the basis of the Whitepaper.

Even though this 'Token Sale' does not constitute a sale of securities or any such instruments, does not provide any share in the issuing company (**HEW**) or in profits generated by it, and the value of the tokens is in no way governed by the company, and is not related to the revenues or profits, you are not eligible and you are not to purchase any **HCoins** in the 'Token Sale' if you are a US Person, or a Belize Person, or a citizen or resident of any country that expressly prohibits participation in an ICO or a Token Sale of any sorts.

No regulatory authority has examined or approved any information set out in the Whitepaper. No such action has been or will be taken under the laws, regulatory requirements or rules of any jurisdiction. The publication, distribution or dissemination of the Whitepaper does not imply that the applicable laws, regulatory requirements or rules have been complied with.

There are risks and uncertainties associated with the proposed project of **H Network** through **HEW** platform and its operations, the **HCoins**, and the 'Token Sale'.

The Whitepaper, or any part thereof, or any copy thereof must not be taken or transmitted to any country where distribution or dissemination of the Whitepaper is prohibited or restricted.

No part of the Whitepaper is to be reproduced, distributed, or disseminated without including this section and the following sections titled "**Disclaimer Of Liability**", "**Knowledge Required**", "**No Representations Or Warranties**", "**Representations And Warranties By The Buyer**", "**Cautionary Note On Forward-Looking Statements**", "**Market And Industry Information And No Consent Of Other Persons**", "**No Advice Or Offer**", "**No Further Information Or Update**", "**Restrictions On Distribution And Dissemination**", "**Risks And Uncertainties**", and "**Governing Law And Arbitration**".

The **HCoin** is intended to satisfy a performance and have a particular value on the **HEW** Platform and other platforms to be aligned to it in the future. The **HCoins** are not intended to be used or purchased for speculative or investment purposes and, therefore, are not subject to regulatory scrutiny.

Anyone purchasing **HCoins** expressly acknowledges and represents that he understands that the **HCoins** are not shares and are not to be construed as tools for speculative or investment purposes. The Buyer further acknowledges that he has carefully reviewed the 'HEW Initial Token Sale' Whitepaper and fully understands the risks, costs, and benefits associated with the purchase of **HCoins**. The sale of **HCoins** is final and non-refundable.

DISCLAIMER OF LIABILITY

To the maximum extent permitted by the applicable laws, regulations and rules, **H Network** and **HEW** shall not be liable towards a the Buyer, or any of his representatives, for any indirect, special, incidental, consequential, or other losses of any kind, in tort, contract, or otherwise (including but not limited to loss of revenue, income or profits, and loss of use or data), arising out of, or in connection with, any acceptance of, or reliance on, the Whitepaper, or any part thereof.

The '**HEW** Initial Token Sale' and the '**HEW** Initial Token Sale Whitepaper' shall not and cannot be considered as an invitation to enter into an investment. It does not constitute or relate in any way to, nor should it be considered as, an offering of securities in any jurisdiction. The white paper does not include or contain any information or indication that might be considered as a recommendation or that might be used as a basis for any investment decision. **HCoins** are just utility tokens which can be used on the **HEW** platform and are not intended to be used as an investment.

The offering of **HCoins** on a trading platform will be done in order to allow interested users to obtain/exchange the **HCoins** from other users for use on the **HEW** platform and not for speculative purposes. The offering of **HCoins** on a trading platform does not change the legal qualification of the tokens, which remain a simple means for the use of the **HEW** platform and are not a security. **H Network** and **HEW** are not to be considered as an advisor in any legal, tax or financial matters. Any information in the Whitepaper is provided for general information purposes only and **HEW** does not provide any warranty as to the accuracy and completeness of this information.

HEW is not a financial intermediary and is not required to obtain any authorization for Anti Money Laundering purposes. Acquiring **HCoins** shall not grant any right or influence over **H Network** or **HEW**, in terms of business operations, policies, procedures, organizational structure, governance, or in any other respect, to the Purchasers.

Regulatory authorities are carefully scrutinizing businesses and operations associated to cryptocurrencies in the world. In that respect, regulatory measures, investigations, or any kind of actions may impact **H Network's** and **HEW's** business and even limit or prevent it from developing its operations in the future. Any person undertaking to acquire **HCoins** needs to understand that the proposed business model, the Whitepaper, or terms and conditions may change or need to be modified because of new regulatory and compliance requirements from any applicable laws in any jurisdiction. In such a case, purchasers and anyone undertaking to acquire **HCoins** acknowledge and understand that neither **H Network** nor **HEW** shall be held liable for any direct or indirect loss or damage caused by such changes.

H Network and **HEW** will do their utmost to launch **HEW's** operations and develop the **HEW** platform. Anyone undertaking to acquire **HCoins** acknowledges and understands that **H Network** and **HEW** do not provide any guarantee that they will manage to achieve the goals set

for the project. A Buyer acknowledges and understands, therefore, that **H Network** and **HEW** (incl. their bodies and employees) assume no liability or responsibility for any loss or damage that would result from or relate to the incapacity to use **HCoins**.

KNOWLEDGE REQUIRED

The purchaser of **HCoins** undertakes that he understands and has significant experience of crypto-currencies, blockchain systems and services, and that he fully understands the risks associated with the 'Token Sale' as well as the mechanism related to the use of crypto-currencies (incl. storage). **H Network** and **HEW** shall not be responsible for any loss of **HCoins** or situations making it impossible to access **HCoins**, which may result from any actions or omissions of the Buyer or any person undertaking to acquire **HCoins**, as well as in case of hacker attacks.

NO REPRESENTATIONS OR WARRANTIES

H Network and **HEW** do not make or purport to make, and hereby disclaim, any representation, warranty, or undertaking in any form whatsoever to any entity or person, including any representation, warranty, or undertaking in relation to the truth, accuracy, and completeness of any of the information set out in the Whitepaper.

REPRESENTATIONS AND WARRANTIES BY THE BUYER

By accessing and/or accepting possession of any information in the Whitepaper or such part thereof (as the case may be), a Buyer represents and warrants to **H Network** and **HEW** that the Buyer:

- (a) agrees and acknowledges that the **HCoins** do not constitute securities in any form in any jurisdiction;
- (b) agrees and acknowledges that the Whitepaper does not constitute a prospectus or offer document of any sort and is not intended to constitute an offer of securities in any jurisdiction or a solicitation for investment in securities and the Buyer is not bound to enter into any contract or binding legal commitment and no crypto-currency or other form of payment is to be accepted on the basis of the Whitepaper;
- (c) agrees and acknowledges that no regulatory authority has examined or approved of the information set out in the Whitepaper, no action has been or will be taken under the laws, regulatory requirements or rules of any jurisdiction, and the publication, distribution or dissemination of the Whitepaper does not imply that any particular laws, regulatory requirements or rules apply to it or that such particular laws, regulatory requirements or rules have been complied with;
- (d) agrees and acknowledges that the Whitepaper, the undertaking and/or the completion of the 'Token Sale', or future trading of the **HCoins** on any crypto-currency exchange, shall not be construed, interpreted or deemed by the Buyer as an indication of the merits of **H Network, HEW**, the **HCoins**, and the 'Token Sale';
- (e) the distribution or dissemination of the Whitepaper, or any part thereof, or any copy thereof, or acceptance of the same by the Buyer, is not prohibited or restricted by the applicable laws, regulations or rules in his jurisdiction, and where any restrictions in relation to purchase or possession are applicable, he has observed and complied with all such restrictions at his own expense and without liability to **H Network** and/or **HEW**;
- (f) agrees and acknowledges that in the case where the Buyer wishes to purchase any **HCoins**, the **HCoins** are not to be construed, interpreted, classified or treated as:
 - (i) any kind of currency other than crypto-currency;
 - (ii) debentures, stocks, or shares issued by any person or entity [whether **H Network** and/or **HEW**]
 - (iii) rights, options, or derivatives in respect of such debentures, stocks or shares;
 - (iv) rights under a contract for differences, or under any other contract the purpose or pretended purpose of which is to secure a profit or avoid a loss;
 - (v) units in a collective investment scheme;

- (vi) units in a business trust;
 - (vii) derivatives of units in a business trust; or
 - (viii) any other security or class of securities.
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- (g) is fully aware of and understands that he is not eligible to purchase any **HCoins** if he is a US Person, or a Belize Person, or a citizen or resident of any country that expressly prohibits participation in an ICO or a Token Sale of any sorts;
 - (h) has a basic understanding of the operation, functionality, usage, storage, transmission mechanisms, and other material characteristics of crypto-currencies, blockchain-based software systems, crypto-currency wallets or other related token storage mechanisms, blockchain technology, and smart contract technology;
 - (i) intends to purchase **HCoins** because he wishes to have access to the **HEW** platform;
 - (j) will not use the 'Token Sale' or **HCoins** for any illegal activity, including but not limited to money laundering and the financing of terrorism;
 - (k) is fully aware and understands that in the case where the Buyer wishes to purchase any **HCoins**, there are risks associated with **H Network**, **HEW**, their respective business and operations, the **HCoins**, and the 'Token Sale';
 - (l) agrees and acknowledges that neither **H Network** nor **HEW** is liable towards him, or any of his representatives, for any indirect, special, incidental, consequential, or other losses of any kind, in tort, contract, or otherwise (including but not limited to loss of revenue, income or profits, and loss of use or data), arising out, of or in connection with, any acceptance of, or reliance on, the Whitepaper, or any part thereof, by the Buyer; and
 - (m) all of the above representations and warranties are true, complete, accurate and non-misleading from the time of the Buyer's access to and/or acceptance of possession of the Whitepaper or such part thereof (as the case may be).

CAUTIONARY NOTE ON FORWARD-LOOKING STATEMENTS

All statements contained in the Whitepaper, statements made in press releases, or in any place accessible by the public, and oral statements that may be made by **H Network**, and/or **HEW**, or the respective directors, executive officers, or employees acting on behalf of **H Network**, and/or **HEW**, that are not statements of historical fact, constitute “forward-looking statements”. Some of these statements can be identified by forward-looking terms such as “aim”, “target”, “anticipate”, “believe”, “could”, “estimate”, “expect”, “if”, “intend”, “may”, “plan”, “possible”, “probable”, “project”, “should”, “would”, “will” or other similar terms. However, these terms are not the exclusive means of identifying forward-looking statements. All statements regarding **H Network’s**, and/or **HEW’s**, financial position, business strategies, plans, and prospects, and the future prospects of the industry, which **H Network**, and/or **HEW**, is in, are forward-looking statements. These forward-looking statements, including but not limited to statements as to **H Network’s**, and/or **HEW’s**, revenue and profitability, prospects, future plans, other expected industry trends, and other matters discussed in the Whitepaper regarding **H Network**, and/or **HEW**, are matters that are not historic facts, but only predictions.

These forward-looking statements involve known and unknown risks, uncertainties, and other factors that may cause the actual future results, performance, or achievements of **H Network**, and/or **HEW**, to be materially different from any future results, performance, or achievements expected, expressed or implied by such forward-looking statements. These factors include, amongst others:

- (a) changes in political, social, economic, and stock market, or crypto-currency market conditions, and the regulatory environment in the countries in which **H Network**, and/or **HEW**, conducts its businesses and operations;
- (b) the risk, even though highly unlikely, that **H Network**, and/or **HEW**, may be unable or execute or implement their respective business strategies and future plans;
- (c) changes in interest rates and exchange rates of fiat currencies and crypto-currencies;
- (d) changes in the anticipated growth strategies and expected internal growth of **H Network** and/or **HEW**;
- (e) changes in the availability and fees payable to **H Network**, and/or **HEW**, in connection with their respective businesses and operations;
- (f) changes in the availability, compensation, and salaries of employees, consultants, and advisors who are required by **H Network**, and/or **HEW**, to operate their respective businesses and operations;
- (g) changes in preferences of customers of **H Network** and/or **HEW**;
- (h) changes in competitive conditions under which **H Network**, and/or **HEW**, operates, and the ability of **H Network**, and/or **HEW**, to compete under such conditions;

- (i) changes in the future capital needs of **H Network**, and/or **HEW**, and the availability of financing and capital to fund such needs;
- (j) war or acts of international or domestic terrorism;
- (k) occurrences of catastrophic events, natural disasters, and acts of God that affect the businesses and/or operations of **H Network**, and/or **HEW**;
- (l) other factors beyond the control of **H Network**, and/or **HEW**; and
- (m) any risk and uncertainties associated with **H Network**, and/or **HEW**, and its businesses and operations, the **HCoins**, and the 'Token Sale'.

All forward-looking statements made by or attributable to **H Network**, and/or **HEW**, or persons acting on behalf of **H Network**, and/or **HEW**, are expressly qualified in their entirety by such factors. Given that risks and uncertainties that may cause the actual future results, performance or achievements of **H Network**, and/or **HEW**, to be materially different from that expected, expressed, or implied by the forward-looking statements in the Whitepaper, undue reliance must not be placed on these statements. These forward-looking statements are applicable only as of the date of the Whitepaper and are logically-calculated hopes and expectation, but, not guarantees of any kind.

Neither **H Network**, or **HEW**, nor any other person represents, warrants and/or undertakes that the actual future results, performance or achievements of **H Network**, and/or **HEW**, will be as discussed in those forward-looking statements. The actual results, performance or achievements of **H Network**, and/or **HEW**, may differ materially from those anticipated in these forward-looking statements.

Nothing contained in the Whitepaper is, or may be relied upon as, a promise, representation or undertaking as to the future performance or policies of **H Network**, and/or **HEW**. Further, **H Network**, and/or **HEW**, disclaim any responsibility to update any of those forward-looking statements or publicly announce any revisions to those forward-looking statements to reflect future developments, events or circumstances, even if new information becomes available or other events occur in the future.

MARKET AND INDUSTRY INFORMATION AND NO CONSENT OF OTHER PERSONS

The Whitepaper includes market and industry information and forecasts that have been obtained from internal surveys, reports and studies, where appropriate, as well as market research, publicly available information, and industry publications. Such surveys, reports, studies, market research, publicly available information, and publications generally state that the information that they contain has been obtained from sources believed to be reliable, but there can be no assurance as to the accuracy or completeness of such included information.

Save for **H Network**, and **HEW**, and their respective directors, executive officers and employees, no person has provided his or her consent to the inclusion of his or her name and/or other information attributed, or perceived to be attributed, to such person in connection therewith in the Whitepaper, and no representation, warranty, or undertaking is, or is purported to be, provided as to the accuracy or completeness of such information by such person, and such persons shall not be obliged to provide any updates on the same.

While **H Network**, and/or **HEW**, have taken reasonable actions to ensure that the information is extracted accurately and in its proper context, **H Network**, and/or **HEW**, have not conducted any independent review of the information extracted from third party sources, verified the accuracy or completeness of such information, or ascertained the underlying economic assumptions relied upon therein. Consequently, neither **H Network**, nor **HEW**, nor their respective directors, executive officers, and employees acting on their behalf, makes any representation or warranty as to the accuracy or completeness of such information and shall not be obliged to provide any updates on the same.

NO ADVICE OR OFFER

No information in the Whitepaper should be considered to be business, legal, financial, or tax advice regarding **H Network**, **HEW**, the **HCoins**, and the '**HEW** Initial Token Sale'. You should consult your own legal, financial, taxation, or other professional adviser regarding **H Network**, **HEW**, and their respective businesses and operations, the **HCoins**, and the 'Token Sale'. You should be aware that you may be required to bear the financial risk of any purchase of **HCoins** for an indefinite period of time.

The Whitepaper does not constitute a prospectus or offer document of any sort and is not intended to constitute an offer of securities or a solicitation for investment in securities in any jurisdiction. No person is bound to enter into any contract or binding legal commitment and no crypto-currency or other form of payment is to be accepted on the basis of the Whitepaper. Any agreement in relation to any sale and purchase of **HCoins** (as referred to in the Whitepaper) is to be governed by only the T&Cs of such agreement and no other document. In the event of any inconsistencies between the T&Cs and the Whitepaper, the former shall prevail.

NO FURTHER INFORMATION OR UPDATE

No person has been, or is, authorised to give any information or representation not contained in the Whitepaper in connection with **H Network**, and/or **HEW**, and their respective businesses and operations, the **HCoins**, and the 'Token Sale', and, if given, such information or representation must not be relied upon as having been authorised by, or on behalf of, **H Network** and/or **HEW**. The 'Token Sale' shall not, under any circumstances, constitute a continuing representation, or create any suggestion or implication, that there has been no change, or development reasonably likely to involve a material change in the affairs, conditions and prospects of **H Network**, and/or **HEW**, or in any statement of fact or information contained in the Whitepaper since the date hereof.

RESTRICTIONS ON DISTRIBUTION AND DISSEMINATION

The distribution or dissemination of the Whitepaper, or any part thereof, may be prohibited or restricted by the laws, regulatory requirements and rules of some jurisdictions. In the case where any such restriction applies, you are to inform yourself about, and to observe, any restrictions which are applicable to your possession of the Whitepaper, or such part thereof (as the case may be), at your own expense and without liability to **H Network** and/or **HEW**. Persons to whom a

copy of the Whitepaper has been distributed or disseminated, provided access to, or who otherwise have the Whitepaper in their possession, shall not circulate it to any other persons, reproduce, or otherwise distribute the Whitepaper, or any information contained herein, for any purpose whatsoever, nor permit or cause the same to occur.

RISKS AND UNCERTAINTIES

Prospective purchasers of **HCoins** (as referred to in the Whitepaper) should carefully consider and evaluate all risks and uncertainties associated with **H Network**, **HEW**, and their respective businesses and operations, the **HCoins**, and the 'Token Sale', all information set out in the Whitepaper, and the T&Cs prior to any purchase of **HCoins**. If any of such risks and uncertainties develops into actual events, the business, financial condition, results of operations and prospects of **H Network**, and/or **HEW**, could be materially and adversely affected. In such cases, you may lose all or part of the value of the **HCoins**.

Acquiring **HCoins** and storing them involves various risks, in particular the risk that **HEW** may not be able to launch its operations and develop its blockchain and provide the services promised. Therefore, and prior to acquiring **HCoins**, any user should carefully consider the risks, costs and benefits of acquiring **HCoins** in the context of the 'Token Sale' and, if necessary, obtain any independent advice in this regard. Any interested person who is not in the position to accept or to understand the risks associated with the activity (incl. the risks related to the non-development of the **HEW** platform), or any other risks as indicated in the Terms & Conditions of the 'Token Sale', should not acquire **HCoins**.

GOVERNING LAW AND ARBITRATION

Any dispute or controversy arising from or in relation to the 'Token Sale' shall be resolved by arbitration in accordance with the rules of arbitration under Belize Law in force on the date when the 'Notice of Arbitration' is submitted in accordance with these Rules. The arbitration panel shall consist of one arbitrator only. The seat of the arbitration shall be New Delhi, Belize. The arbitral proceedings shall be conducted in English.

H Education World Initial Token Sale Purchase Agreement

In consideration of the mutual representations, warranties, agreements, and other relevant factors as contained above in this document, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged in this **H Education World Initial Token Sale Purchase Agreement** (hereinafter referred to as the “**Agreement**”), the Company and the Buyer hereby agree as follows:

The Buyer acknowledges, understands and agrees:

- That the Buyer is subject to and bound by this Agreement by virtue of the Buyer’s purchase of **HCoins**.
- That A US Person or a Belize Person should not purchase or attempt to purchase **HCoins** as they are not allowed to buy the same due to restrictive environment in the US. The same restriction applies to persons who are citizens or residents of any other country that imposes prohibitive restrictions, whether express or implied.
- That the Company is not representing in any way to the Buyer that the **HCoins** have any rights or ownership of any kind in the Company or its subsidiaries or its affiliates, or any business undertaken by them, or any platform developed by them for the purpose, or any product or service offered by them, or any profits generated by them, or any assets held by them in any form.
- That the purchase of **HCoins** is non-refundable and purchases cannot be cancelled under any circumstances. Funds once deposited for purchase of **HCoins** will not be returned under any circumstances.
- That the Company reserves the right to refuse or cancel **HCoin** purchase requests, to alter the conditions of sale and purchase, to alter its Business Plans, to alter the Whitepaper, to alter the related Legal Framework, and to alter the terms of this Agreement at any time at its sole discretion.
- That the Buyer expressly agrees to the legal points mentioned in this Legal Framework before the beginning of the Agreement as well as those mentioned here onwards in the following sections.

ARTICLE ONE: ACCEPTANCE OF AGREEMENT AND PURCHASE OF HCOINS

1.1. This Agreement shall be effective and binding on the Parties when the Buyer: (a) clicks the check box on the official website to indicate that the Buyer has read, understands, and agrees to the terms of this Agreement; or, if earlier (b) upon Company's receipt of payment from the Buyer. The Buyer agrees to be bound on this basis, and confirms that the Buyer has read in full and understands this Agreement and the terms on which the Buyer is bound.

1.2. **Website's Terms of Use**

Company has established Terms of Use, as may be amended from time to time, for the Website, and located in the 'Legal' section on the Website, which are hereby incorporated by reference. The Buyer has read, understands and agrees to those terms.

1.3. **Whitepaper**

Company has prepared the Whitepaper, which is available on the Website describing Business Plans and objectives of the Company. The Whitepaper, as it may be amended from time to time, is hereby incorporated by reference. The Buyer has read and understands the Whitepaper and its contents.

1.4. **HCoins**

a. **No Rights**

As mentioned above, the **HCoins** do not have any rights or ownerships, express or implied. Although **HCoins** will be tradable, they are not an investment, currency, security, commodity, a swap on a currency, security, or commodity, or any other kind of financial instrument. The **HCoins** have been created specifically for use on platforms developed by the Company.

b. **Company's Use of Proceeds**

The Buyer acknowledges and understands that the proceeds from the sale of the **HCoins** will be utilized by the Company as per the details given in the Whitepaper. However, the company reserves the right to alter the pattern of utilisation at its sole discretion.

ARTICLE TWO: HCOIN TOKEN DISTRIBUTION

2.1. Allocation and Distribution of HCoins

The Company intends to allocate and distribute **HCoins** in accordance with the material specifications as set forth in the Whitepaper, which include details regarding the timing and pricing of the **HCoin** Token Distribution and the amount of **HCoins** that will be distributed. During the **HCoin** Distribution Period, the Company will provide specific procedures on how the Buyer should purchase **HCoins** through the official Website. By purchasing **HCoins**, the Buyer acknowledges and understands and has no objection to such procedures and material specifications. Failure to use the official Website and follow such procedures may result in the Buyer not receiving any **HCoins**. A Buyer of **HCoins** may lose some or all of the amounts paid in exchange for **HCoins**, regardless of the purchase date, if the Buyer does not follow the procedures mentioned on the site. The access or use of the Whitepaper and/or the receipt or purchase of **HCoins** through any other means other than the official Website are not sanctioned or agreed to in any way by the Company. The Buyer should take great care that the website used to purchase **HCoins** has the following Universal Resource Locator (URL): <https://www.H-Education.World>

2.2. No U.S. or Belize Buyers

The **HCoins** are not being offered to U.S. persons or Belize Persons. U.S. persons and Belize persons are strictly prohibited and restricted from purchasing **HCoins** and the Company is not soliciting purchases by U.S. persons or Belize persons in any way. If a U.S. person or a Belize Person purchases **HCoins**, such person will have done so and entered into this Agreement on an unlawful, unauthorized, and fraudulent basis and this Agreement will stand null and void in such a case. The Company is not bound by this Agreement if this Agreement has been entered into by a U.S. person or a Belize person as Buyer, or the Buyer has entered into this Agreement or has purchased **HCoins** on behalf of a U.S. person or a Belize person, and the Company may take all necessary and appropriate actions, at its sole discretion, to invalidate this Agreement, including referral of information to the appropriate authorities. Any U.S. person or Belize person who purchases **HCoins** or enters into this Agreement on an unlawful, unauthorized, or fraudulent basis shall be solely liable for, and shall indemnify, defend and hold harmless the Company from any damages, losses, liabilities, costs or expenses of any kind, whether direct or indirect, consequential, compensatory, incidental, actual, exemplary, punitive or special and including, without limitation, any loss of business, revenues, profits, data, use, goodwill or other intangible losses (*collectively, the "Damages"*) incurred by the Company that arises from or is a result of such U.S. person's or Belize person's unlawful, unauthorized, or fraudulent receipt or purchase of **HCoins**.

2.3. **Allocation and Sale of HCoins to Parties**

The Buyer understands and consents to the participation of the Company's past, present and future employees, officers, directors, contractors, consultants, equity holders, suppliers, vendors and service providers in the purchase of **HCoins**, including people who may work on the development and implementation of services and products offered by the Company, or who may work for the Company's future businesses, which the Company may establish with a portion of the proceeds from the **HCoin** Token Distribution. All such Parties will participate on the same terms as every other Buyer of **HCoins** and will be bound by this Agreement.

2.4. **No Representations and Warranties**

The **HCoins** will be distributed to the Buyers thereof pursuant to the details laid out in the Whitepaper. The Company does not make any representations or warranties, express or implied, including, without limitation, any warranties of title or implied warranties of merchantability or fitness for a particular purpose with respect to the **HCoins** or their utility, or the ability of anyone to purchase or use the **HCoins**. The Buyer shall provide an accurate digital wallet address to Company for receipt of any **HCoins** distributed to the Buyer pursuant to the details given in the Whitepaper. In case of erroneous submission of address, the Buyer acknowledges and understands that the Buyer may never receive **HCoins** and may lose the entire amount the Buyer paid to the Company.

2.5. **Not an Offering of Securities, Commodities, or Swaps**

The sale of **HCoins** and the **HCoins** themselves are not securities, commodities, swaps on either securities or commodities or a financial instrument of any kind. Purchases and sales of **HCoins** are not subject to the protections of any laws governing these types of financial instruments. This Agreement, and all other documents referred to in this Agreement including the Whitepaper, do not constitute a prospectus or offering document, and are not an offer to sell, nor the solicitation of an offer to buy an investment, a security, commodity, or a swap on either a security or commodity.

ARTICLE THREE: NO OTHER RIGHTS CREATED

3.1. No Claim, Loan, or Ownership Interest

The purchase of **HCoins**: (a) does not provide the Buyer with rights of any form with respect to the Company or its revenues or assets, including, but not limited to, any voting, distribution, redemption, liquidation, proprietary (including all forms of intellectual property), or other financial or legal rights; (b) is not a loan to Company; and (c) does not provide the Buyer with any ownership or other interest in Company.

3.2. Intellectual Property

Company retains all rights, titles, and interests in Company's each and every intellectual property, including, without limitation, inventions, ideas, concepts, codes, discoveries, processes, marks, methods, softwares, compositions, formulae, techniques, information and data, whether or not patentable, copyrightable, or protectable in trademark, and any trademarks, copyrights, or patents based thereon. The Buyer shall not use any such intellectual property of the Company for any reason whatsoever without Company's prior written consent.

ARTICLE FOUR: SECURITY AND DATA; TAXES

4.1. Security and Data Privacy

a. Buyer's Security

The Buyer will implement reasonable and appropriate measures designed to secure access to: (i) any device associated with the Buyer and utilized in connection with the Buyer's purchase of **HCoins**; (ii) private keys to the Buyer's wallet or account; and (iii) any other username, passwords or other login or identifying credentials. In the event that the Buyer is no longer in possession of the Buyer's private keys or any device associated with the Buyer's account or is not able to provide the Buyer's login or identifying credentials, the Buyer may lose all of the Buyer's **HCoins** and/or access to the Buyer's account. Company is under no obligation to recover any **HCoins** and the Buyer acknowledges, understands, and agrees that all purchases of **HCoins** are non-refundable and the Buyer will not receive money or other compensation for any **HCoins** purchased and subsequently lost by the Buyer.

b. **Additional Information**

Upon Company's request, the Buyer will immediately provide to Company information and documents that Company, in its sole discretion, may deem necessary or appropriate to comply with any laws, regulations, rules, or agreements, including, without limitation, judicial process. Such documents include, but are not limited to, passport, driver's license, utility bills, photographs of associated individuals, government identification cards, or sworn statements. The Buyer consents to the Company disclosing such information and documents to appropriate authorities or governing bodies in order to comply with applicable laws, regulations, rules, or agreements. The Buyer acknowledges that Company may refuse to distribute **HCoins** to the Buyer until such requested information is provided.

4.2. **Taxes**

The Buyer acknowledges, understands, and agrees that: (a) the purchase and receipt of **HCoins** may have tax consequences for the Buyer; (b) the Buyer is solely responsible for the Buyer's compliance with the Buyer's tax obligations; and (c) the Company bears no liability or responsibility with respect to any tax consequences to the Buyer.

ARTICLE FIVE: REPRESENTATIONS AND WARRANTIES OF THE BUYER

By buying **HCoins**, the Buyer represents and warrants to the Company that:

5.1. **Not a U.S. Person or Belize Person**

The Buyer is not a U.S. person or a Belize Person or a person from any country that decides to apply similar restrictions after the coming into effect of this document.

5.2. **Authority**

The Buyer has all requisite power and authority to execute and deliver this Agreement to purchase **HCoins**, and to carry out and perform its obligations under this Agreement.

- a. If an individual, the Buyer is at least 18 years old and of sufficient legal age and capacity to purchase **HCoins**.
- b. If a legal person, the Buyer is duly organized, validly existing and in good standing under the laws of its domiciliary jurisdiction and each jurisdiction where it conducts business.

5.3. **No Conflict**

The execution, delivery, and performance of this Agreement will not result in any violation of, or be in conflict with, or constitute a material default under, with or without the passage of time or the giving of notice: (a) any provision of the Buyer's organizational documents, if applicable; (b) any provision of any judgment, decree, or order to which the Buyer is a party, by which it is bound, or to which any of its material assets are subject; (c) any material agreement, obligation, duty, or commitment to which the Buyer is a party or by which it is bound; or (d) any laws, regulations, or rules applicable to the Buyer.

5.4. **No Consents or Approvals**

The execution and delivery of, and performance under, this Agreement require no approval or other action from any governmental authority or person other than the Buyer.

5.5. **Buyer Status**

The Buyer is not subject to any of the disqualifying events listed in Rule 506(d)(1) of Regulation D under the Securities Act of 1933 of USA (a "the Buyer Event"), and there is no proceeding or investigation pending or, to the knowledge of the Buyer, threatened by any governmental authority, that would reasonably be expected to become the basis for a the Buyer Event.

5.6. **Buyer Knowledge and Risks of Project**

The Buyer has sufficient knowledge and experience in business and financial matters, including a sufficient understanding of blockchain or cryptographic tokens and other digital assets, smart contracts, storage mechanisms (such as digital or token wallets), blockchain-based software systems, and blockchain technology, to be able to evaluate the risks and merits of the Buyer's purchase of **HCoins** including, but not limited to, the matters set forth in this Agreement, and is able to bear the risks thereof, including loss of all amounts paid, loss of **HCoins**, and liability to the Company and other Parties and others for its acts and omissions including, with limitation, those constituting breach of this Agreement, negligence, fraud or wilful misconduct. The Buyer has obtained sufficient information in order to make an informed decision to purchase **HCoins**.

5.7. **Funds**

The funds, including any fiat, virtual currency, or crypto-currency, the Buyer uses to purchase **HCoins** are not derived from or related to any unlawful activities, including but not limited to money laundering or terrorist financing, and the Buyer will not use the

HCoins to finance, engage in, or otherwise support any unlawful activities.

5.8. **Miscellaneous Regulatory Compliance**

a. **Anti-Money Laundering; Counter-Terrorism Financing**

To the extent required by applicable law, the Buyer complies with all anti-money laundering and counter-terrorism financing requirements.

b. **Sanctions Compliance**

Neither the Buyer, nor any person having a direct or indirect beneficial interest in the Buyer or **HCoins** being acquired by the Buyer, or any person for whom the Buyer is acting as agent or nominee in connection with **HCoins**, is the subject of sanctions administered or enforced by any country or government (collectively, "Sanctions") or is organized or resident in a country or territory that is the subject of country-wide or territory-wide Sanctions.

ARTICLE SIX: DISCLAIMERS

6.1. The Buyer expressly acknowledges, understands, and agrees that the Buyer is purchasing **HCoins** at the Buyer's sole risk and that the **HCoins** are provided, used, and acquired on an "AS IS" and on an "AS AVAILABLE" basis without representations, warranties, promises, or guarantees whatsoever of any kind by the Company and the Buyer shall rely on its own examination and investigation thereof.

6.2. **No Representation or Warranty**

(a) The company does not make, and expressly disclaims, all representations and warranties, express, implied, or statutory; and (b) with respect to the **HCoins**, the company specifically does not represent and warrant and expressly disclaims any representation or warranty, express, implied or statutory, including without limitation, any representations or warranties of title, non-infringement, merchantability, usage, suitability or fitness for any particular purpose, or as to the workmanship or technical coding thereof, or the absence of any defects therein, whether latent or patent.

ARTICLE SEVEN: RISKS

HCoins may have no value and the buyer may lose all amounts paid after the release of **HCoins** into circulation due to any factor. The Buyer has carefully reviewed, acknowledges, understands, and assumes the following risks, as well as all other risks associated with the **HCoins** (including those not discussed herein), all of which could render the **HCoins** worthless or of little value:

7.1. **No Rights or Ownership**

HCoins grant no rights or ownership, neither express nor implied, in any form. **HCoins** do not entitle holders to participate in the Company's businesses or processes.

7.2. **Purchase Price Risk**

The distribution of **HCoins** will occur at the end of the set period as per the **HCoin** Distribution Protocol. The purchase price a Buyer will receive for **HCoins** will depend upon the timeline of purchase as set forth in the Whitepaper and as mentioned on the website. Everyone sending funds during the same period will receive the same price. The Company reserves the right to change the duration of the **HCoin** Distribution Period for any reason, including, but not limited to, bugs in the Website or other unforeseen procedural or security issues.

7.3. **Ability to Transact or Resell**

The Buyer may be unable to sell or otherwise transact in **HCoins** at any time, or for the price the Buyer paid. By purchasing **HCoins**, the Buyer acknowledges, understands and agrees that: (a) **HCoins** may have no value; (b) there is no guarantee or representation of liquidity for the **HCoins**; and (c) the Company and the other Parties are not and shall not be responsible for or liable for the market value of **HCoins**, the transferability and/or liquidity of **HCoins** and/or the availability of any market for **HCoins** through third parties or otherwise.

7.4. **Token Security**

HCoins may be subject to expropriation and or/theft. Hackers or other malicious groups or organizations may attempt to interfere with the sale of **HCoins** 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 Waves platform rests on open source software and **HCoins** are based on that open source software, there is the risk that there may be unintentional bugs or weaknesses which may negatively affect the **HCoins** or result in the loss of the Buyer's **HCoins**, the loss of the Buyer's

ability to access or control the Buyer's **HCoins**, or the loss of ETH, BTC, and WAVES in the Buyer's account. In the event of such a software bug or weakness, there may be no remedy and holders of **HCoins** are not guaranteed any remedy, refund, or compensation.

7.5. **Access to Private Keys**

HCoins purchased by the Buyer may be held by the Buyer in the Buyer's digital wallet or vault, which may require a private key, or a combination of private keys, for access. Accordingly, loss of requisite private key(s) associated with the Buyer's digital wallet or vault storing **HCoins** will result in loss of such **HCoins**, access to the Buyer's **HCoins** balance and/or any initial balances in block-chains created by third parties. Moreover, any third party that may gain access to such private key(s), including by gaining access to login credentials of a hosted wallet or vault service the Buyer uses, may be able to misappropriate the Buyer's **HCoins**. The Company is not responsible for any such losses.

7.6. **Exchange & Counterparty Risks**

If the Buyer sends funds for **HCoin** purchase from an account that the Buyer does not control, **HCoins** will be allocated to the account that has sent the funds and, therefore, the Buyer may never receive or be able to recover the Buyer's **HCoins**. Furthermore, if the Buyer chooses to send funds through a crypto-currency exchange, the Company would be unable to send **HCoins** to the Buyer. The Buyer acknowledges and agrees that the Buyer if the Buyer sends funds from an account that the Buyer does not control, or through a crypto-currency exchange, the Buyer would be doing so at his own and sole risk.

7.7. **Uncertain Regulatory Framework**

The regulatory status of cryptographic tokens, digital assets, and block-chain technology is unclear or unsettled in many jurisdictions. It is difficult to predict how or whether governmental authorities will regulate such technologies. It is likewise difficult to predict how or whether any governmental authority may make changes to existing laws, regulations and/or rules that will affect cryptographic tokens, digital assets, block-chain technology and its applications. Such changes could negatively impact **HCoins** in various ways, including, for example, through a determination that **HCoins** are regulated financial instruments that require registration. The Company may cease the distribution of **HCoins** or cease operations in a jurisdiction in the event that governmental actions make it unlawful or commercially undesirable to continue to do so.

7.8. **Risk of Government Action**

As noted above, the industry in which Company operates is new, and may be subject to heightened oversight and scrutiny, including investigations or enforcement actions. There can be no assurance that governmental authorities will not examine the operations of the Company and/or pursue enforcement actions against Company. Such governmental activities may or may not be the result of targeting Company in particular. All of this may subject Company to judgments, settlements, fines or penalties, or cause Company to restructure its operations and activities or to cease offering certain products or services, all of which could harm the Company's reputation or lead to higher operational costs, which may in turn have a material adverse effect on the **HCoins** and/or the development of the Company's business.

ARTICLE EIGHT: LIMITATION OF LIABILITY; INDEMNIFICATION

8.1. Limitation of Liability

To the fullest extent permitted by applicable law, the Buyer disclaims any right or cause of action, against the Company and other Parties, of any kind in any jurisdiction that would give rise to any Damages whatsoever, on the part of any Party. None of the Parties shall be liable to the Buyer for any type of Damages, even if and notwithstanding the extent a Party has been advised of the possibility of such Damages. The Buyer agrees not to seek any refund, compensation or reimbursement from a Party, regardless of the reason, and regardless of whether the reason is identified in this Agreement.

8.2. Damages

In no circumstances will the aggregate joint liability of the Parties, whether in contract, warrant, tort or other theory, for Damages to the Buyer under this Agreement exceed the amount received by Company from the Buyer.

8.3. Force Majeure

The Buyer understands and agrees that Company shall not be liable, and disclaims all liability, to the Buyer in connection with any force majeure event, 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, acts of terrorism or war, technological change, changes in interest rates or other monetary conditions, and, for the avoidance of doubt, changes to any block-chain-related protocol.

8.4 **Release**

To the fullest extent permitted by applicable law, the Buyer releases the Parties from responsibility, liability, claims, demands, and/or Damages (actual and consequential) of every kind and nature, known and unknown (including, but not limited to, claims of negligence), arising out of or related to disputes between the Buyer and the acts or omissions of third parties.

8.5 **Indemnification**

- a. To the fullest extent permitted by applicable law, the Buyer will indemnify, defend and hold harmless and reimburse the Parties from and against any and all actions, proceedings, claims, Damages, demands and actions (including without limitation fees and expenses of counsel), incurred by a Party arising from or relating to: (i) the Buyer's purchase or use of **HCoins**; (ii) the Buyer's responsibilities or obligations under this Agreement; (iii) the Buyer's breach of or violation of this Agreement; (iv) any inaccuracy in any representation or warranty of the Buyer; (v) the Buyer's violation of any rights of any other person or entity; and/or (vi) any act or omission of the Buyer that is negligent, unlawful or constitutes wilful misconduct.
- b. The Company reserves the right to exercise sole control over the defense, at the Buyer's expense, of any claim subject to indemnification under this Section 8.5. This indemnity is in addition to, and not in lieu of, any other indemnities set forth in a written agreement between the Buyer and the Company.

ARTICLE NINE: DISPUTE RESOLUTION

9.1. **Informal Dispute Resolution**

The Buyer and Company shall cooperate in good faith to resolve any dispute, controversy or claim arising out of, relating to or in connection with this Agreement, including with respect to the formation, applicability, breach, termination, validity or enforceability thereof (a "Dispute"). If the Parties are unable to resolve a Dispute within ninety (90) days of notice of such Dispute being received by all Parties, such Dispute shall be finally settled by Binding Arbitration as defined in Section 9.2 below.

9.2. **Binding Arbitration**

Any Dispute not resolved within 90 days as set forth in Section 9.1 shall be referred to

and finally resolved by arbitration under the International Arbitration rules in effect in Belize at the time of the arbitration, except as they may be modified herein or by mutual agreement of the Parties. The number of arbitrators shall be 'One' who shall be selected by Company. The seat, or legal place, of arbitration shall be Belize. The language to be used in the arbitral proceedings shall be English. The governing law of the Agreement shall be as set forth in Section 10.1 herein. The arbitration award shall be final and binding on the Parties ("Binding Arbitration"). The Parties undertake to carry out any award without delay and waive their right to any form of recourse insofar as such waiver can validly be made. Judgment upon the award may be entered by any court having jurisdiction thereof or having jurisdiction over the relevant Party or its assets. The Company and the Buyer will each pay their respective attorneys' fees and expenses. Notwithstanding the foregoing, the Company reserves the right, in its sole and exclusive discretion, to assume responsibility for any or all of the costs of the arbitration.

9.3. **No Class Arbitrations, Class Actions, or Representative Actions**

Any dispute arising out of or related to this Agreement is personal to the Buyer and the Company and will not be brought as class arbitration, class action, or any other type of representative proceeding. There will be no class arbitration or arbitration in which an individual attempts to resolve a dispute as a representative of another individual or group of individuals. Further, a dispute cannot be brought as a class or other type of representative action, whether within or outside of arbitration, or on behalf of any other individual or group of individuals.

ARTICLE TEN: MISCELLANEOUS

10.1. **Governing Law and Venue**

This Agreement shall be governed in all respects, including as to validity, interpretation and effect, by the laws of Belize, without giving effect to its principles or rules of conflict of laws, to the extent that such principles or rules are not mandatorily applicable by statute and would permit or require the application of the laws of another jurisdiction.

10.2. **Assignment.**

The Buyer shall not assign this Agreement without the prior written consent of the Company. Any assignment or transfer in violation of this Section 10.2 will be void. However, the Company may assign this Agreement to an affiliate. Subject to the foregoing, this Agreement, and the rights and obligations of the Parties hereunder, will be

binding upon and inure to the benefit of their respective successors, assigns, heirs, executors, administrators, and legal representatives.

10.3. **Entire Agreement**

This Agreement, including the exhibits attached hereto and the materials incorporated herein by reference, constitutes the entire agreement between the Parties and supersedes all prior or contemporaneous agreements and understandings, both written and oral, between the Parties with respect to the subject matter hereof, including, without limitation, any public, or other statements, or presentations made by the Company about the **HCoins**.

10.4. **Severability**

If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, inoperative, or unenforceable for any reason, the provision shall be modified 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.

10.5. **Modification of Agreement**

The Company may modify this Agreement at any time by posting a revised version on the Website, available at www.H-Education.World. The modified terms will become effective upon posting. It is the Buyer's responsibility to check the Website regularly for modifications to this Agreement. This Agreement was last modified on the date listed at the beginning of this Agreement.

10.6. **Termination of Agreement; Survival**

This Agreement will terminate upon the completion of all sales in the **HCoin** Token Distribution. The Company reserves the right to terminate this Agreement, at its sole discretion, in the event that the Buyer breaches this Agreement. Upon termination of this Agreement: (a) all of the Buyer's rights under this Agreement immediately terminate; (b) the Buyer is not entitled to a refund of any amount paid; and (c) Articles 3, 4, 6, 7, 8, 9, and 10 will continue to apply in accordance with their terms.

10.7. **No Waivers**

The failure by the Company to exercise or enforce any right or provision of this

Agreement will not constitute a present or future waiver of such right or provision nor limit the Company's right to enforce such right or provision at a later time. All waivers by the Company must be unequivocal and in writing to be effective.

10.8. **No Partnership; No Agency; No Third Party Beneficiaries**

Nothing in this Agreement and no action taken by the Parties shall constitute, or be deemed to constitute, a partnership, association, joint venture, or other co-operative entity between the Parties. Nothing in this Agreement and no action taken by the Parties pursuant to this Agreement shall constitute, or be deemed to constitute, either Party the agent of the other Party for any purpose. No Party has, pursuant to this Agreement, any authority or power to bind or to contract in the name of the other Party. This Agreement does not create any third party beneficiary rights in any person.

10.9. **Electronic Communications**

The Buyer agrees and acknowledges that all agreements, notices, disclosures and other communications that the Company provides the Buyer pursuant to this Agreement or in connection with or related to the Buyer's purchase of **HCoins**, including this Agreement, may be provided by the Company, in its sole discretion, to the Buyer, in electronic form.