



## **Terms & Conditions**

The Terms and Conditions (the "T&C") apply to the buyer of the Agora Pharmaceuticals Token („AGR Token") and future user of the Agora Pharmaceuticals, s.r.o. applications.

PLEASE READ THESE TERMS CAREFULLY BEFORE PARTICIPATING TO THE TOKEN SALE. THE T&C AFFECT YOUR OBLIGATIONS AND LEGAL RIGHTS, INCLUDING, BUT NOT LIMITED TO, WAIVERS OF RIGHTS AND LIMITATION OF LIABILITY.

IF YOU DO NOT AGREE TO THESE TERMS OF SALE, DO NOT ACQUIRE TOKENS.

By acquiring the AGR token during the token sale period (the "Token Sale") you will be bound by these T&C, and all terms incorporated by reference. Your acquisition of AGR Tokens is subject to these T&C.

## **Prohibition on US Contributors**

US citizens, residents or green card holders are excluded from participation in the AGR Security Token Offering (STO) and should refrain from participating in subsequent Token Sales. This is due to excessive regulatory risks from SEC (US Security and Exchange Commission). Citizen of US, that participate in the token sale by providing false information about citizenship, residency or nationality are in breach of these T&C`s and will be required to Agora Pharmaceuticals, s.r.o. in respect of any damages and/or losses suffered due to this breach, in accordance with the indemnification provisions set out in these T&C`s.

## **Prohibition on Chinese Contributors**

Citizens, residents and nationals of China are, as well, excluded from taking part in the AGR STO. This is due to the legal restrictions currently in force under Chinese jurisdiction. Citizens of China, that participate in token sale by providing false information about citizenship, residency or nationality are in breach of these T&C`s and will be required to compensate Agora Pharmaceuticals, s.r.o. in respect of any damages and/or losses suffered due to this breach, in accordance with the indemnification provisions set out in these T&C`s.

## **Applicability**

The following T&C constitute the agreement (the "Agreement") between Agora Pharmaceuticals, s.r.o., and you (also referred to as the "User") with respect to the acquisition of the AGR tokens. By using our services, you are agreeing to be bound by the T&C in its latest version. You are aware that Agora Pharmaceuticals, s.r.o. may change this T&C at any time at its sole discretion. Your continued use of the Agora Pharmaceuticals, s.r.o. application or your continued hold of the AGR Tokens, means that you accept any new or modified terms.

## **Services**

Agora Pharmaceuticals, s.r.o. is a biotechnological company dedicated to development of new treatments against neurodegenerative disorders, like Alzheimer's disease. Agora Pharmaceuticals, s.r.o. is an international company which cooperates with academia, recognized scientists as well as other necessary stakeholders in the field of



neurodegenerative disorders and across the world of science, medicine, finances and regulatory organs.

AGORA's portfolio includes most advanced compounds with almost accomplished preclinical development and ready to enter Phase I of clinical development within a few months, what makes AGORA a clinical stage company.

Any User who wants to be an investor can buy tokens during presale phase or STO phase.

### **The Agora Pharmaceuticals Token (AGR)**

In order to fund drug development, Agora Pharmaceuticals (AGR) tokens will be sold to the public during pre STO and STO period.

AGR token is an ERC20 token created and hosted on the Ethereum blockchain platform and represents a security token (digital asset) with the entitlement to the future profit of Agora Pharmaceuticals, s.r.o., without voting rights, not listed on capital markets. The token meets the FCA (Financial Conduct Authority, London, UK, [www. FCA.org.uk.](http://www.FCA.org.uk)) compliant regulatory requirements and isn't transferable.

AGR token means an ERC-20 digital token issued by the Company, set up in the Ethereum protocol. Therefore, any malfunction, unplanned function or unexpected operation of the Ethereum protocol may cause the AGR Token network to malfunction or operate in a way that is not expected.

Smart contract:

0x17b3f17236bd94a9b9bbd2b780c2365897b76068

Source: <https://etherscan.io>

There will be created 640 M tokens. Short form: AGR. AGR decimals: 18. All 640 000 000 AGR tokens are preloaded.

The AGR token allocation will be as follows:

Total number of AGR tokens 640 M - 100%

Team 96 M – 15%

AGR tokens for STO 192 M - 30%

Company 352 M – 55%

The presale STO period starts on January 1, 2020, and lasts until June 30, 2020, or 10 M tokens when sold out whichever comes first. The STO first round will start on July 1, 2020, or when the all presale STO tokens are sold and will end on December 31, 2020, STO second round will start on January 01, 2021 and will end on March 31, 2020, STO third round will start on April 01, 2020 and will end on July 31, 2021, STO fourth round will start on August 1, 2021.



Unsold tokens go back to Agora Pharmaceuticals, s.r.o., which has exclusive rights for further decision of tokens that go back to Agora Pharmaceuticals, s.r.o. (selling, etc).

Payment period after ordering tokens is 8 days. Methods of payment are indicated in the administration. In case the payment is not received Agora Pharmaceuticals, s.r.o. has right to cancel the order. The buyers lose fights for ordered tokens included any bonuses. Agora Pharmaceuticals, s.r.o., has rights not to accept payment from clients who violate statutory and governmental conditions, or it prohibits their own jurisdiction.

Agora Pharmaceuticals, s.r.o. is fully opposed to the legalization of proceeds from crime and terrorist financing, the Customer honestly declares that he does not act contrary to this fact by agreeing to these T&C.

AGR Token can be acquired during the Token Sale directly from the Company. By placing the order to acquire AGR Token and if applicable additional due diligence information you are making an offer to the Company to acquire AGR Tokens pursuant to the T&C. Agora Pharmaceuticals, s.r.o. will have the sole discretion to accept such offer or reject such offer if it does not correspond the T&C or the customer due diligence requirements.

Any future User acquiring AGR Token takes note and agreed that AGR tokens are locked tokens therefore not transferable to other cryptocurrency wallets. The holder of the tokens acknowledges the fact, that the token isn't liquid. Liquidity is dealt with on client to client basis. Agora Pharmaceuticals, s.r.o. has a 30-day period of the first right of refusal, after which the AGR token holder can sell his/her cryptocurrency wallet to any other third party. Wallet transfer requirement must contain amount of AGR tokens and the price and must be addressed to Company's e-mail: [info@agora-pharmaceuticals.com](mailto:info@agora-pharmaceuticals.com). AGR token will not be listed on any cryptocurrency exchange.

Any future User acquiring AGR Token acknowledges and agrees, that in the situation of a future sale of the compound (molecule) or company (exit), Agora Pharmaceuticals, s.r.o. guarantees the preferential payment on pro rata basis in the amount of initial investment among AGR investors. The remaining profit from the sale of compound (molecule) or company (exit) will be divided according to the company share scheme: 15% core team, 30% among existing AGR investors on a pro-rata basis (details see Etherscan) and 55% company. It should be emphasized that investing in AGR is a risky instrument, but it is by no means speculative investment.

The company will publish activity reports and press releases on the website in the news section on a regular quarterly basis. The company activity reports will be also sent directly among existing AGR investors with same frequency.

Any future User acquiring AGR Token expressly acknowledges and represents that she/he has carefully reviewed the T&C and fully understands the risks, costs and benefits associated with the acquisition of AGR Token as indicated in the T&C.

## Knowledge required

The User undertaking to acquire AGR in relation to the Token Sale should ensure that she/he understands and has significant experience of cryptocurrencies, blockchain systems and services, and that she/he fully understands the risks associated with the Token Sale as well as the mechanism related to the use and custody of cryptocurrencies. Agora Pharmaceuticals, s.r.o. shall not be responsible for any loss of AGR Token or situations making it impossible to access to AGR Token, which may result in any actions or omissions of the future User or any person undertaking to acquire AGR.

## Know-your customer (KYC)

Each Token buyer represents that any consideration to be paid for the Token pursuant to this Agreement does not derive from activity that is or was contrary to law or from a person or location that is or was subject of any embargo or other economic sanction and that no consideration to be paid for the Token in accordance with this Agreement will provide the basis for any liability for any person under any anti money laundering laws or economic sanction laws. Each Token Buyer represents that neither such Token Buyer nor any of its nominees, agents, or affiliates is on the specially designated OFAC list, other control list or similar European Union watch list.

Company has adopted a Know Your Customer Policy" (the "Policy"), which may be amended or changed from time to time as described herein these Terms. Company may enact reasonable procedures and processes to administer this Policy and to identify and verify the identity of any user of its Platform, which may include but is not limited to procedures and processes intended to: designation of a compliance officer; employee training; auditing; request evidence or documentation necessary to verify User's identity and other necessary information; monitoring of User's Tokens and account; and use third-party service providers to verify the identity of any and all users of the Platform.

Check Box:

- Each of the Users represents and warrants that all funds used for the acquisition of Tokens originate from lawful and legitimate sources.

Yes  No

- In particular each of the Users represents and warrants that such funds do not originate from any activity considered criminal or otherwise illegal in any relevant jurisdiction.

Yes  No

- Each of the Users undertakes not to use any of the Tokens to commit, finance, facilitate or reward any act, which constitutes a crime or similar offence under the laws of any relevant jurisdiction.

Yes  No

- Each of the Users represents and warrants that the funds used for the acquisition of Tokens are his own, that he does not acquire the Tokens as an agent of a third Person, and that he does not intend nor he shall use Tokens or any proceeds for legalizing the income originating from any activity which is considered illegal under any applicable law or regulation.

Yes

No

These provisions do not preclude application of the mandatory provisions of the applicable laws setting out any further anti money laundering measures or rules. Each of the Users acknowledges that under the applicable laws, the Company may be requested to provide the public authority or government body certain information and data available to the Company, which could be used for identifying the User and/or his transactions. For such events the User agrees with and authorizes the Company to disclose such data and information to the respective public authorities or government bodies in the extent required by the applicable laws.

The User understands that her/his request to acquire AGR Token will be accepted and she/he will receive AGR only after having successfully passed through Agora Pharmaceuticals, s.r.o. or a third-party KYC process. This means that AGR will not be distributed until the User has passed through this screening successfully. If the User fails to pass the KYC screening, the offer to acquire AGR will be rejected and she/he will not receive her/his AGR. Users accept that Agora Pharmaceuticals, s.r.o. can refuse accepting the offer to acquire AGR which is not compliant with the internal due diligence.

## **Risks**

The user understands and acknowledge that there might be some risks owing to the development process, company success, as well as risks relating to blockchain, transactions or unanticipated risks. By taking part in the token sale a user confirms that he/she is aware of the following and/or other associated unmentioned risks and that the company would not be liable to bear any loss owing to these risks. If you are not willing to acknowledge and accept these risks in the future **DO NOT BUY AGR TOKENS**. The probable future risks might include but are not limited to the following:

### **Risk of software weakness**

The user should be aware of the fact that there are no warranties or assurances to the perfect, uninterrupted or error-free working of the smart contract system or other underlying software. Thus, there is an inherent risk that the software could contain defects, weaknesses, vulnerabilities, viruses or bugs, causing inter alia, the complete loss of contributions and/or STU. If such bugs, defects and/or viruses affect the creation of AGR tokens or in some way affect the contributions of the contributor the company in no situation shall be held responsible for the loss and/or be liable to bear any loss and/or return of the amount.

### **Regulatory risk**

Blockchain is a new technology and many aspects of blockchain are yet improving including its development, utilization as well as associated regulations. The user shall acknowledge and accept that the current regulations and laws on blockchain might

change in future and that these regulations might affect their experience. Future regulations might affect the current smart contract system and/or the AGR platform and lead to termination or loss of AGR tokens for the contributor.

### **Risk of theft/mining attacks**

Users shall acknowledge and accept that despite blockchain being a very secure platform, there might be some risks of theft and mining attacks, double-spend attacks, majority mining power attacks, "selfish-mining" attacks, rare condition attacks, malware attacks, denial of service attacks, consensus-based attacks, Sybil attacks, smurfing and spoofing. Any such successful attacks can result in loss of AGR tokens, improper functioning of software, irregular transactions and/or improper smart contract computations.

### **Risk of incompatible wallet services**

AGR tokens are ERC20 compatible tokens thus you shall first ensure that you own an ERC20 compatible token wallet or hardware wallet or else you might lose access to the AGR tokens you buy, and the company will hold no responsibility for it.

### **Risk arising from taxes**

There is no certain tax characterization of the AGR tokens thus the contributor shall refer to his/her tax advisor for the transfer, usage and storage of AGR tokens. The customer shall be well aware of the tax regulations including withholding taxes, transfer taxes, value added taxes, income taxes and similar taxes, levies, duties or other charges and tax reporting requirements applicable in their geographical area. The contributor shall bear any loss resulting from not adhering to regional and national tax regulations him/herself.

### **Important Disclaimer**

Regulatory authorities are carefully scrutinizing businesses and operations associated to cryptocurrencies in the world. In that respect, regulatory measures, investigations or actions may affect Agora Pharmaceuticals, s.r.o. business and even limit or prevent it from developing its operations in the future.

Any person undertaking to acquire AGR Token must be aware that the Agora Pharmaceuticals, s.r.o. business model and the T&C may change or need to be modified because of new regulatory and compliance requirements from any applicable laws in any jurisdictions. In such case, any person undertaking to acquire AGR Token acknowledge and understand that neither Agora Pharmaceuticals, s.r.o. nor any of its affiliates shall be held liable for any direct or indirect loss or damages caused by such changes.

Agora Pharmaceuticals, s.r.o. will do its best to launch its operations. Any person undertaking to acquire AGR acknowledges and understands that Agora Pharmaceuticals, s.r.o. does not provide any guarantee that it will manage to achieve it.

Acquiring AGR Token shall not grant any right or influence over Agora Pharmaceuticals, s.r.o. organization and governance to the Users. These tokens will be issued by a technical process referred to as a «Blockchain». This is an open source IT protocol over which the Company has no rights or liability in terms of its development and operation. The token distribution mechanism will be controlled by a Smart Contract; this involves a computer program that can be executed on the Ethereum network or on another

blockchain network that is compatible with the Smart Contract programming language. User acknowledge and understand therefore that Agora Pharmaceuticals, s.r.o. (incl. its bodies and employees) assumes no liability or responsibility for any loss or damage that would result from or relate to the incapacity to use the AGR Token. AGR Token is based on the Ethereum protocol. Therefore, any malfunction, unplanned function or unexpected operation of the Ethereum protocol may cause the AGR Token network to malfunction or operate in a way that is not expected.

Employees or shareholders of Agora Pharmaceuticals, s.r.o. are allowed to operate with AGR Token at market price if they are not in knowledge of information that may modify the price of the AGR Token.

## **Representation and Warranties**

By participating in the Token Sale and placing the offer to acquire AGR, the User agrees to the T&C and in particular, she/he represents and warrants to the Company (and the Company when accepting the offer relies on such representations and warranties) that she/he:

is authorized and has full power to acquire AGR Token according to the laws that apply in her/his jurisdiction of domicile;

is not a U.S., China citizen, resident or entity ("Restricted Person") nor is acquiring AGR Token or signing on behalf of a Restricted Person;

is familiar with all related regulations in the specific jurisdiction in which she/he is based and that acquiring cryptographic tokens in that jurisdiction is not prohibited, restricted or subject to additional conditions of any kind;

is not acting for the purpose of speculative investment;

lives in a jurisdiction which allows Agora Pharmaceuticals, s.r.o. to sell the AGR Token through a crowdsale without requiring any local authorization;

will not use the Token Sale for any illegal activity, including but not limited to money laundering and the financing of terrorism;

is solely responsible for determining whether the acquisition of AGR Token is appropriate for her/him;

understands the use of cryptocurrencies and its associated risks; and

acknowledges and accepts that the AGR Token crowdsale is taking place within a Czech legal environment that is still under development.

## **Intellectual Property Rights**

To the extent that copyright trademark or any other intellectual property rights exist in the Agora Pharmaceuticals, s.r.o., such as software, know-how, analysis, scientific data or programs, those existing and future copyrights and other intellectual and industrial rights (hereinafter "IP Rights") belong solely to Agora Pharmaceuticals, s.r.o. and its affiliated companies and you as an owner of AGR or user of Agora Pharmaceuticals, s.r.o. platform do not and will not have any related rights in such IP Rights.

## **Limitation of Liability**

Agora Pharmaceuticals, s.r.o., as well as its officers, directors, agents, joint ventures, employees, suppliers and advisors and anyone on its behalf, assumes no liability or





responsibility for any loss raised from the Token Sale or acquisition of AGR Token, arising out of or related to the use of the AGR or any technical, interruption or malfunction of the Agora Pharmaceuticals, s.r.o. platform.

The limitation of liability set out above shall not be applicable in the event that Agora Pharmaceuticals, s.r.o., or an employee of Agora Pharmaceuticals, s.r.o. has caused the damage by intentional misconduct or by gross negligence.

### **Severability**

If any of the provisions of the T&C or of the Agreement are deemed to be invalid, void or unenforceable, the remaining provisions shall continue in full force and effect.

### **Applicable Law and Jurisdiction**

The T&C, use of the platform and acquisition of AGR Token through Token Sale or otherwise are subject to and governed by Czech Law. Any User and Agora Pharmaceuticals, s.r.o. agree to seek an amicable settlement prior to bringing any legal action. All disputes arising from or under these T&C shall be resolved by arbitration in accordance with the Czech Rules of International Arbitration 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 arbitral proceedings shall be conducted in Czech.

### **Privacy policy**

Please read the following carefully to understand our views and practices regarding your personal data and how we will treat it. By visiting [www.agora-pharmaceuticals.com](http://www.agora-pharmaceuticals.com) (website) you are accepting and consenting to the practices described in this policy.

### **Information we collect from you**

We will collect and process the following data about you:

Information you give us. This includes any personal information that you give us by filling in forms on the Website or by corresponding with us by phone, e-mail or otherwise. It also includes information you provide when you register to use our Website, subscribe to our service, participate in discussion boards or other social media functions on our site, enter a competition, promotion or survey, contribute to our Token Sale (as defined in the terms of our Token Sale) and when you report a problem with our site. The information you give us may include your name, address, e-mail address and phone number, date of birth, financial information, personal description and photograph, crypto-wallets addresses and any other personal data provided to us.

Information we collect about you. With regard to each of your visits to our site we will automatically collect the following information:

Technical information, including the Internet protocol (IP) address used to connect your computer to the Internet, your login information (if applicable), browser type and version, time zone setting, browser plug-in types and versions, operating system and platform, information about your visit, including the full Uniform Resource Locators (URL), clickstream to, through and from our site (including date and time), information you viewed or searched for, page response times, download errors, length of visits to



certain pages, page interaction information (such as scrolling, clicks, and mouseovers), methods used to browse away from the page and any information of yours related to contact our customer service team (e.g. phone number).

Information we receive from other sources. This is information we receive about you from public domain, third parties or other websites we operate or the other services we provide. Third parties we work with include: business partners, sub- contractors in technical, payment and delivery services, advertising networks, analytics providers, search information providers and credit reference agencies).

## **Cookies**

Our website uses cookies. A cookie is a small file of letters and numbers that we put on your computer if you agree. These cookies allow us to distinguish you from other users of our website, which helps us to provide you with a good experience when you browse our website and also allows us to improve our site. The cookies we use are session or time-based. However, if you wish you can change your cookie settings in your browser if you would like to prevent any cookies being stored on your online enabled device, but be aware that this may severely impact the functionality of the site.

Please note that third parties (including, for example, advertising networks and providers of external services like web traffic analysis services) may also use cookies, over which we have no control. These cookies are likely to be analytical/performance cookies or targeting cookies.

## **Uses made of the information**

You represent and acknowledges that we use information held about you in the following ways:

Information you give to us. We will use this information:

To carry out our obligations arising from any contracts entered into between us and to provide you with the information, products and services that you request from us;

To provide you with information about other goods and services we offer that are similar to those that you have already purchased or enquired about;

To provide you, or permit selected third parties to provide you, with information about goods or services we feel may interest you.

To notify you about changes to our service;

To ensure that content from our site is presented in the most effective manner for you and for your computer.

Information we collect about you. We will use this information:

To administer our site and for internal operations, including troubleshooting, data analysis, testing, research, statistical and survey purposes;

To improve our site to ensure that content is presented in the most effective manner for you and for your computer;

To allow you to participate in interactive features of our service, when you choose to do so;

As part of our efforts to keep our site safe and secure;

To measure or understand the effectiveness of advertising we serve to you and others, and to deliver relevant advertising to you;

To make suggestions and recommendations to you and other users of our site about goods or services that may interest you or them.

Information we receive from other sources. We will combine this information with



information you give to us and information we collect about you and (depending on the types of information we receive) use it as described above.

### **Disclosure of your information**

You agree that we have the right to share your personal information with:

Any member of our group, which means our subsidiaries, our ultimate holding company and its subsidiaries.

Selected third parties including:

Business partners, suppliers and sub-contractors for the performance of any contract we enter into with them or you;

Analytics and search engine providers that assist us in the improvement and optimization of our site;

Fraud and crime prevention agencies for the purpose of assessing the risk of crime, fraud and money laundering and this is a condition of us entering into any contract with you.

We will disclose your personal information to third parties:

As required by law.

In the event that we sell or buy any business or assets, in which case we will disclose your personal data to the prospective seller or buyer of such business or assets.

If the Company, or substantially all of its assets are acquired by a third party, in which case personal data held by it about its customers will be one of the transferred assets.

If we are under a duty to disclose or share your personal data in order to comply with any legal obligation, or in order to enforce or apply AGR Token Sale Terms and Conditions and other agreements; or to protect the rights, property, or safety of the Company, our customers, or others. This includes exchanging information with other companies and organizations for the purposes of fraud protection money laundering prevention and credit risk reduction.

To ensure that we can successfully seek to complete our Token Sale and to meet our legal and contractual obligations to you related to the Token Sale.

To avoid crime, money laundering and the risk of fraud.

To ensure that we have relevant information on persons wishing to contribute to our Token Sale.

To ensure that the underlying network that will be developed pursuant to the Token Sale and/ or on which the Tokens are intended to be usable has sufficient and relevant information in order to support you and your use of the Tokens.

In order to provide relevant information to regulators, government agencies and banks that may request information on the Token Sale.

### **Where we store your personal data**

All information you provide to us is stored on Amazon Web Service of Amazon Web Service LLC

The data that we collect from you may be transferred to, and stored at, a destination outside Czech Republic. It may be processed by staff operating outside Czech Republic, who works for us or for one of our suppliers. This includes staff engaged in, among other things, the fulfillment of your order, the processing of your payment details and the provision of support services. By submitting your personal data, you agree to this transfer, storing or processing. We will take all steps reasonably necessary to ensure that your data is treated securely and in accordance with this policy.

Unfortunately, the transmission of information via the Internet is not completely secure.



Although we will do our best to protect your personal data, we cannot guarantee the security of your data transmitted to our site; any transmission is at your own risk. Once we have received your information, we will use strict procedures and security features to try to prevent unauthorized access.

## **Your rights**

You have the right to ask us not to process your personal data for marketing purposes. You can exercise the right at any time by contacting us at [info@agora-pharmaceuticals.com](mailto:info@agora-pharmaceuticals.com). Our site may, from time to time, contain links to and from the websites of our partner networks, advertisers and affiliates. If you follow a link to any of these websites, please note that these websites have their own privacy policies and that we do not accept any responsibility or liability for these policies. Please check these policies before you submit any personal data to these websites.

## **Access to information**

The Act gives you the right to access information held about you. Your right of access can be exercised in accordance with the Act.

## **Changes to your privacy policy**

Any changes we make to our privacy policy in the future will be posted on this page and, where appropriate, notified to you by e-mail. Please check back frequently to see any updates or changes to our privacy policy.

## **Contact**

Questions, comments and requests regarding this privacy policy are welcomed and should be addressed to [info@agora-pharmaceuticals.com](mailto:info@agora-pharmaceuticals.com).

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