

SERVICE AGREEMENT

This Service Agreement (the “**Agreement**”) is concluded between you (the “**Customer**”) on the one hand and **Eximagro LP**, the legal entity established under the laws of the United Kingdom of Great Britain and Northern Ireland, company number: SL032547, with its registered address at: Suite 110 12 South Bridge, Edinburgh, Scotland, EH1 1DD (the “**Provider**”),

hereinafter together referred to as the “**Parties**” and separately – “**Party**”.

WHEREAS:

- (I) the Customer desires to involve the Provider into acquiring the proprietary rights on the products specified herein;
- (II) the Provider is willing to provide the Customer with the services, specified herein.

THEREFORE, being completely aware of the nature of rights and obligations foreseen herein as well as of the risks related to the performance hereunder, the Parties freely and voluntarily agreed as follows.

1. SUBJECT OF THE AGREEMENT

1.1. Under the terms of this Agreement, the Provider shall provide the Customer with the services (the “**Services**”) regarding the acquisition and transfer of the RoBust Defense tokens with the license on the software “Romad Endpoint Defense” on the appropriate wallet address (the “**Product**”) and the Customer shall transfer to the Provider the number of assets, defined in the Offer Letter, that is part of an Agreement, and/or Customer’s account, placed on the Website (the “**Assets**”).

For the purposes of this Agreement, the software “Romad Endpoint Defense” (the “**Software**”) shall mean the software, which is designed to secure from viruses and trojans, block unauthorized system calls to an operating system and resist malwares, with supplemented documents.

For the purposes of this Agreement, the “RoBust Defense tokens”(the “**Tokens**”) shall mean an asset developed by the Provider, its affiliates or partner with the use of blockchain technology. The Tokens are developed according to the requirements generally accepted for the blockchain technology.

For the purpose of this Agreement, the “Romad Ecosystem” shall mean a community-based system developed by the Provider’s partner that enable exchange of services and other utilities between its participants.

- 1.2.** The legal regime of the Products shall be determined by the laws of the country of its development (the “**Country of Development**”).
- 1.3.** The Parties agree that 1 (one) Product includes 1 (one) Token and 1 (one) license on the Software.
- 1.4.** The Tokens are intended to be used (i) as a mean to obtain utilities and/or services within Romad Ecosystem; (ii) as a mean that to enable the use the Software, Romad Ecosystem and/or Romad Marketplace as well as the support of its development, testing and operation.

Other conditions regarding use of Tokens are defined by separate Token sale and purchase agreement between the Customer and the Provider, its affiliates, partners or agents. The Provider, its affiliates, partners or agents may foresee the testing period that aims to enhance the Software and Romad Ecosystem functionality.

- 1.5. The Customer shall use the Software exclusively by means provided in separate license agreement.
- 1.6. The transaction regarding Tokens, including the transfer of the Assets to the Ethereum wallet by the Customer, defined in Offer Letter, may be executed via Customer's account, placed on the Provider's website: www.eximagroil.com (the "**Website**").

2. THE TERMS OF THE SERVICE PROVISION

- 2.1. The place of the Products transfer is the territory of the Country of Development.
- 2.2. The Provider shall transfer the Products to the Customer after completion of Token Generation Event but not later than 01 December, 2018.
Information about Token Generation Event and Tokens distribution shall be published on the website <https://romad.io>.
The Parties agree that the term of Products transfer to the Customer may be changed on Provider's sole discretion in accordance with changes in Token Generation Event or Tokens distribution procedure.
- 2.3. The Parties agree that the number of Products to be transferred hereunder is defined in the Offer Letter, which is a part of this Agreement, and/or Customer's account, placed on the Website.
- 2.4. In case it is not possible to transfer the Tokens for any reasons, the Provider is obliged to transfer the licenses on the Software to the Customer.
- 2.5. After the transfer of the licenses on the Software, all obligations of the Parties specified herein, shall be considered as completely fulfilled.
- 2.6. The Provider guarantees that all relevant records regarding Tokens will be included into respective databases and registers.
- 2.7. The Customer shall transfer the Assets defined in the Offer Letter or Customer's account, placed on the Website, within 10 (ten) days from sending the notification on the Offer Letter acceptance.
- 2.8. Restricted persons. The offer to conclude this agreement are not applied to the following restricted persons (the "**Restricted Persons**"):
 - a resident of jurisdictions, where cryptocurrency, ICO or TGE are banned, restricted anyway, require registration or licensing;
 - a person to whom international sanctions or other restrictive measures are applied, according to the international law, the U.S. law, the law of the European Union or any of its member states.
- 2.9. Verification. It is solely Customer's obligation to verify whether or not he/she belongs to the category of Restricted Persons at the time of entering into this Agreement.

2.10. Consequences of violation. If the Restricted Person obtains Products under this Agreement, such purchase shall be considered as unauthorized, unlawful and fraudulent. In such a case, any transactions and operations performed by the Restricted Person with respect to the Products shall be null and void; and the Provider, its affiliates or partners on its sole discretion applies all necessary and appropriate actions regarding such transactions, particularly, but not limited to:

- notifies the authorized bodies regarding such transaction or operations;
- retains all the Assets transferred by the Restricted Person if this is a demand of the applicable legislation;
- terminates this Agreement or other agreements regarding Products.

2.11. Any Restricted Person that concludes this Agreement shall be solely liable for any damages caused to the Provider in connection with unauthorized and unlawful acquisition of Products.

3. RIGHTS AND OBLIGATIONS OF THE PARTIES

3.1. The rights of the Provider:

- to demand from the Customer the full execution of the Customer’s obligations hereunder in due time;
- to transfer the rights and obligation hereunder to the third party without Customer’s permission. In this case such third party shall execute all obligation according to this Agreement and be liable for failure to fulfill obligations;
- to demand termination of this Agreement according to the Agreement and applicable law.

3.2. Obligations of the Provider:

- to perform its obligations under this Agreement duly, timely and in full.

3.3. The Provider may have other rights and obligations according to the Agreement and applicable laws.

3.4. Customer’s rights:

- to demand from the Provider the full execution of the Provider’s obligations hereunder in due time.

3.5. Obligations of the Customer:

- to transfer to the Provider the Assets defined in the Offer Letter or Customer’s account, placed on the Website, duly, timely and in full;
- to keep in confidence information received from the Provider.

3.6. The Customer may have other rights and obligations according to the Agreement and applicable laws.

4. GUARANTEES AND LIABILITY OF THE PARTIES

4.1. In the case of failure to fulfill obligations hereunder the Parties shall be liable in accordance with the laws of the United Kingdom of Great Britain and Northern Ireland and provisions of this Agreement.

4.2. If the Customer delays or refuses to transfer the Assets to the Provider under the Agreement, the Provider may suspend provision of the Services or cease the provision

of the Services. In this case, the Customer cannot demand from the Provider the performance of obligations under the Agreement.

- 4.3. The Provider, its affiliates, partners or agents shall not be liable for any Customer's direct or indirect, incidental, special, consequential or exemplary damages, any loss of profits, goodwill, data that may be occurred as a result of Product acquisition.
- 4.4. The Customer waives their right to demand the return of any Assets under any circumstances.
- 4.5. "As is" basis. The Products shall be delivered to the Customer on "as is" basis. The Provider, any of its affiliates, partners or agents excludes all representations or warranties of any kind regarding the Product.
- 4.6. The Customer guarantees that he/she:
 - complies with all KYC/AML requirements regarding Assets according to applicable law;
 - is not a resident of jurisdictions, where cryptocurrency, ICO or TGE are banned, restricted anyway, require registration or licensing;
 - is not a person to whom international sanctions or other restrictive measures are applied, according to the international law, the U.S. law, the law of the European Union or any of its member states;
 - has efficient information regarding cryptocurrencies and blockchain technology;
 - will not use Tokens for any speculative, illegal or non-ethical purposes;
 - solely carries his/her tax obligations under the applicable law;
 - is solely responsible for any restrictions and risks associated with receiving and holding of Tokens.

5. PERSONAL DATA

- 5.1. The Provider may request personal data of Customer in order to identification. The Provider, its affiliates or partner may demand on its sole discretion any additional information that may be necessary to comply with applicable laws or regulations in connection with the transfer of the Products to the Customer.
- 5.2. It solely the Customer's responsibility to keep his/her personal data current. In case of any changes, it is solely the Customer's obligation to inform the Provider regarding such changes.
- 5.3. The Provider, its affiliates, agents, partners reserve the rights to conduct KYC and AML checks, if required by the applicable legislation. In such case, the Customer is obliged to provide to the Provider any necessary information and documents, including but not limited to the passport, government identification cards and other documents.

6. APPLICABLE LAW AND DISPUTE RESOLUTION

- 6.1. All relations of the Parties regarding provision of the Services under this Agreement, arising hereof in connection with entering into the Agreement, its interpretation, execution and termination shall be governed by the laws of the United Kingdom of Great Britain and Northern Ireland.

- 6.2. Any disputes connected with the entering into this Agreement, its interpretation, execution and termination shall be resolved by means of negotiations.
- 6.3. If the Parties fail to settle their dispute by means of negotiations, such a dispute shall be resolved by the relevant court in accordance with the law of the United Kingdom of Great Britain and Northern Ireland.
- 6.4. All relations that arise from the Products purchase on the territory of the Country of Development shall be governed by the laws of such Country of Development.

7. CONFIDENTIALITY

- 7.1. The Parties shall not disclose any information related to concluding, execution or termination of this Agreement to any third party by any means, if such a disclosure may cause damages, including moral damages to either Party as well as to create circumstances that may lead to such damages.
- 7.2. The recipient of confidential information acknowledges that such information includes a valuable commercial secret of the disclosing party.
- 7.3. Any confidential information disclosed in accordance with this Agreement shall be the property of disclosing party. This Agreement does not provide the transfer of any licenses, rights or other benefits related to the confidential information.
- 7.4. The confidential information and all respective rights shall remain in the exclusive ownership of the disclosing party.
- 7.5. The recipient of confidential information shall not to put to commercial use or use in any way except for the benefit of the disclosing party any confidential information.
- 7.6. Notwithstanding the provisions of Clause 7.1. of this Agreement, either Party has the right to disclose any of the above information, exclusively in case if it is required by the applicable laws or any other legal obligations of to any Party.
- 7.7. The Party that discloses the information specified in Clause 7.1. hereof under the provisions of Clause 7.2. hereof, shall immediately notify the other Party regarding such necessity, if this allowed by the law.

Such notification shall specify the information subject to disclosing, the circumstances of such disclosure as well as the entity that requests such disclosure.

In certain cases, when a bank or compliance authority needs to verify the compliance of transaction provided herein with governmental rules, anti-money laundering or know-your-customer policies, the Customer shall provide appropriate additional information to the Provider and such authorities.

8. TERM AND TERMINATION

- 8.1. This Agreement will be effective from the Offer Letter acceptance and/or from the date when the Provider will receive the Assets, in whole or partially, from the Customer, and until the performance of all Provider's obligations hereunder.
- 8.2. Either Party may terminate this Agreement in case of other's Party failure to fulfill substantial obligation hereunder.

The Party that initiate termination of the Agreement shall notify other Party by sending a written notice not later than 30 (thirty) days prior to the expected termination date.

9. INDEPENDENT PARTIES

- 9.1.** The Parties are independent contractors and neither Party hereto, nor any of their respective affiliates, agents, and/or partners is an agent of the other Party with regard to the subject of this Agreement.
- 9.2.** This Agreement does not create any form of partnership, joint venture, enterprise, trust or any other similar relationship between the Parties.

10. NOTICES

- 10.1.** Language of communication. All notices and communications regarding any matter related to this Agreement must be in English language.
- 10.2.** Types of notices. The Provider may give any notices to the Customer regarding this Agreement and/or holding the Products exclusively in the electronic form by: (i) posting a notice on its website;(ii) sending a notice to the Customer via email address that is associated with his/her account.
- 10.3.** Provider's contacts. In order to give us notice regarding any of the matters related to this Agreement, you should contact us via email address: support@eximagrolp.com. This address may be updated from time to time. Please refer to our website, if necessary.

11. FORCE MAJEURE

- 11.1.** The Parties shall not be liable for any losses resulted from any force majeure event, including acts of God, earthquakes or other nature-related events, telecommunications, hardware, software, electrical or other utility failures, software or smart contract weaknesses, blockages, embargoes, 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 blockchain-related protocol.
- 11.2.** In case of force majeure event, the injured Party may elect to suspend this Agreement, in whole or part, for the duration of the force majeure circumstances.
- 11.3.** The injured Party shall not be liable for losses and/or damages of every kind, known and unknown, arising out of or related to any force majeure events.

12. MISCELLANEOUS

- 12.1.** If any provision of this Agreement is deemed to be void or invalidated, other provisions herein shall otherwise remain in full force and effect.
- 12.2.** The Provider may amend some provisions of this Agreement after the notification of Customer.