

## **BERG Token Sale Terms**

Dear Bergmann ICO Participants, please read the information below. If you do not agree with these conditions, do not purchase BERG tokens.

Purchasing of BERG tokens by you (Participant) from the project Bergmann (Project) extends to these terms of sale. By purchasing BERG tokens, you agree to the following terms and conditions:

1. The Beginning and Duration of the TokenSale
  - a) The Project will sell tokens by means of crowdsale. The sale is carried out in three stages. During the first two ones there is a discount system: the first stage - 33%; the second stage - 17%. At the third stage, the token is sold at a base cost.
  - b) The stages of the token sale will take place without interruptions, one after the other. The referral program is not available during any of the stages of the crowdsale.
  - c) The full address of the smart contract will be posted only on the official website of BergmannOS.
  - d) The maximum amount of investment envisaged by the contract is \$3,000,000. Upon reaching the maximum threshold for the attracted funds, the ICO will be completed.
  
2. The Right to Participate
  - a) The sale of the tokens during the ICO will take the form of crowdfunding and does not imply any restrictions on the category of investors. The ICO is open to all able citizens who have reached the age of entitlement to perform basic financial transactions and who are citizens of the jurisdictions that do not impose restrictions on the performance of such transactions.
  - b) To participate in the ICO, the Participant needs to have an Ethereum wallet that supports the ERC-20 token standard, in order to purchase BERG tokens.
  
3. Purchase and Sale of BERG Tokens
  - a) Price. The price of 1 BERG is 3 USD (Price per 1 token). The purchase of tokens is done in ETH (Paying unit).

- b) Purchase procedure. The Participant receives an invitation letter by e-mail (if s/he has subscribed), uses the link provided in the e-mail, indicates the desired number of BERG tokens for purchase within the limits specified in the White Paper. The Participant will be shown the rate at which the funds will be transferred, as well as the amount to pay for the specified number of tokens.
- c) Purchase price. The cost of BERG in ETH will be determined based on the current exchange rate of ETH - USD. The project will rely on data from [coinmarketcap.com](https://coinmarketcap.com)
- d) Payment. The Participant transfers a specific amount of ETH at the specified address on the Bergmann portal. The payment is considered completed when the Project receives the full amount.
- e) Security. During the sale of tokens, there is a risk of a situation requiring the freezing of the sale and the elimination of technical and security problems. The Participant will be made aware of this situation through all official channels of the Project. The Participant confirms that s/he understands the possible loss of funds in case of transfer of funds during the given freezing period. The project does not bear responsibility for the Participant's disregard of warnings about the freezing of the token sale.

#### 4. Using Tokens

- a) BERG tokens will be used by Participants to pay for the services of the Bergmann system, including a subscription fee, additional function packages and premium options.
- b) The possession, purchase and use of BERG tokens does not give any rights, except for the right to use the services of the Bergmann system. The Participant understands and accepts the fact that the BERG tokens are not shares in the Project, they do not provide property rights, voting rights, they are not investments, credit instruments, money or payment means used in any jurisdiction and equivalent to fiat currencies.

#### 5. Conditions

- a) These conditions apply to the acquisition of Bergmann project tokens during crowdsale only.
- b) Any use of tokens to pay for system services will be subject to other terms and policies applied to the system.
- c) Refusal of purchase orders. All purchases of tokens from the Project team during crowdsale are final, there will be no refunds or cancellations of transactions, other than those specified in the Project's White Paper. We reserve the right to refuse the purchase of tokens at any time unilaterally. The project has the right to decide on reimbursement of funds, all funds will be reimbursed in the payment unit, and not in the fiat unit. The project

is not responsible for delays, losses, costs, non-occurrence of refunds or tokens, or for any other situations arising from transfer failures, the provision of an incorrect or inaccurate return address, or the receipt address of the tokens.

6. Token Generation and Placement. Information on the issue of tokens is provided in the corresponding section of White Paper. By purchasing tokens, the Participant agrees that s/he has read, understood and has no objection to this section.
7. Recognition and Acceptance of Risks. The Participant acknowledges and agrees that there are risks associated with the purchase, ownership and use of Bergmann system tokens. The Participant confirms that s/he has read the corresponding section of White Paper and has no objections.
8. Security. The Participant confirms that s/he is responsible for taking the appropriate measures to ensure the security of his/her wallet and other means of storage the Participant uses to purchase BERG tokens, including personal keys and other data necessary to enter the tools for storing funds. If the Participant's data is lost, the Participant may lose access to the purchased BERG tokens. The project is not responsible for any losses or costs associated with the loss of access data.
9. Personal Data. The Participant agrees that the Project, in view of a certain precaution, can request some necessary information about the Participant to comply with laws or by-laws related to the sale of tokens. The Participant agrees, if necessary, to provide such information at the request of the Project and agrees that the Project may refuse to sell tokens before providing the necessary information.
10. Taxes. The Participant agrees the amount paid by the Participant to receive the BERG tokens excludes taxes. The Participant is responsible for paying taxes, if any, in the jurisdiction of the Participant. The Project is not responsible for reporting or removing taxes arising from the purchase of tokens.
11. Representations and Warranties. By sending ETH to purchase BERG tokens from the Project, the Participant declares and warrants that:

- a) The Participant has read and understands these terms and conditions.
- b) The Participant acknowledges and agrees that there are risks associated with the acquisition, storage and use of tokens.
- c) The Participant agrees that s/he has sufficient knowledge of technical and commercial issues, including those related to the Bergmann system, tokens, token storage mechanisms, security issues and the operation of the blockchain technology in order to sufficiently understand the information specified in White Paper.
- d) The Participant understands and accepts the limitations and risks of generating tokens.
- e) The Participant agrees that s/he purchases tokens in order to use the services of the Bergmann system, for the development and support of the Project. The Participant confirms that s/he does not purchase tokens for speculative purposes.
- f) The Participant is familiar with the legal aspects of acquiring tokens in the jurisdiction of the Participant and/or the jurisdiction with which the Participant is affiliated, including tax issues, the right to purchase tokens, participation in the ICO. The Participant confirms that s/he is not a citizen or a tax resident of jurisdictions that prohibit participation in the ICO.
- g) The Participant's Financing of the Project is not associated with any illegal activities, including money laundering and terrorist financing.
- h) The Participant will not use the BERG token to fund any illegal activity.

## 12. Legal Disclaimer

- a) The Project states that tokens are sold on an "as is" and "as available" basis, without any guarantees. The project waives all implied warranties for the token, including reliability, guarantees of commercial value, suitability for any specific purposes. The Project does not guarantee the reliability of documents, the constant updating of the content according to current circumstances, the absence of errors and the compliance with the Participant's expectations. The Project does not guarantee the defects in the tokens will be corrected upon detection, and does not guarantee complete security and the absence of viruses and other harmful components in the token transfer mechanism.
- b) Neither White Paper nor this annex constitute an IPO prospectus or an offering document. These documents are neither an offer to sell, nor a compulsion to buy any kind of financial instruments falling under the definition of shares. Tokens should not be purchased for speculative purposes or in anticipation of profit from the immediate sale of tokens.
- c) No regulatory body has reviewed or endorsed the above information specified in the main document and in the annexes. The Issuer does not guarantee that the terms of the tokens sale and the disclaimers comply with the laws or regulations of any jurisdiction.

13. Liability Limitations

- a) The Project will not be responsible for any loss by the Participant, whether incidental, willful, or negligent, arising out of or in any way related to the use of tokens, the Bergmann website, or the terms of this document.
- b) The restrictions specified in paragraph (a) will not limit or exclude the responsibility of the Project team for negligence, fraud, deliberate or reckless unlawful action by the team members.
- c) By accepting these Conditions, the Participant releases the Project from liability, obligations, demands or threats of any kind, either outgoing or related to disagreements between the ecosystem Participants and actions or omissions to act of any third parties.