
SPARESHUB TOKEN SALE AGREEMENT

PLEASE READ THESE TERMS OF SALE CAREFULLY. BY ATTEMPTING TO PURCHASE OR PURCHASING PRTS TOKENS, YOU AGREE TO BE LEGALLY BOUND BY THESE TERMS & CONDITIONS AND ALL TERMS INCORPORATED HEREIN BY REFERENCE. BY ACCEPTING THESE TERMS & CONDITIONS, YOU WILL BE ENTERING INTO A BINDING AGREEMENT WITH SPARESHUB. THESE TERMS & CONDITIONS CONTAIN PROVISIONS WHICH AFFECT YOUR LEGAL RIGHTS. NOTE THAT SECTION 15 CONTAINS A BINDING ARBITRATION SECTION. IF YOU DO NOT AGREE TO THESE TERMS & CONDITIONS, DO NOT MAKE A CONTRIBUTION FOR THE PURCHASE OF PRTS TOKENS AND NAVIGATE AWAY FROM THE SPARESHUB WEBSITE.

These Terms & Conditions and any terms expressly incorporated herein (the “**Agreement**”) govern the purchase (the “**Purchase**”) by you (“**Purchaser**” or “**you**”) of the related ERC-20 compatible tokens distributed on the Ethereum blockchain (the “**PRTS Tokens**”) from Iradium Automobiles Private Limited, a private limited company incorporated in India (“**SparesHub**”, “**Company**”, “**us**”, “**our**” or “**we**”) during the token sale period (the “**Sale Period**”), your use of the related ERC-20 SparesHub token contract (the “**PRTS Token Smart Contract**”), and your use of the PRTS Token Sale contract (the “**SparesHub Smart Sales Contract**”) (the “**PRTS Token Smart Contract**” and the “**SparesHub Smart Sale Contract**” are referred to, collectively, herein as the “**SparesHub Smart Contracts**”). Purchaser and SparesHub are herein referred to individually as a “**Party**” and, collectively, as the “**Parties**”. There may be other entities within the SparesHub group of companies from time to time (“**SparesHub Companies**”) that will develop, manage and/or operate the SparesHub Platform (as defined in Section 1.2 below) (or parts thereof) and references in these Terms & Conditions to SparesHub shall be to SparesHub, the SparesHub Companies and their respective successors and assigns.

FOR RESIDENTS, CITIZENS AND/OR GREEN CARD HOLDERS OF THE UNITED STATES OF AMERICA: IF YOU ARE CITIZEN, GREEN CARD HOLDER OR RESIDENT OF, OR A PERSON LOCATED OR DOMICILED IN, THE UNITED STATES OF AMERICA OR ANY ENTITY, INCLUDING, WITHOUT LIMITATION, ANY CORPORATION OR PARTNERSHIP CREATED OR ORGANIZED IN OR UNDER THE LAWS OF THE UNITED STATES OF AMERICA (COLLECTIVELY, “**USA PERSONS**”), DO NOT PURCHASE OR ATTEMPT TO PURCHASE PRTS TOKENS OR USE THE SPARESHUB SMART CONTRACT OR THE SPARESHUB SMART SALE CONTRACT. USA PERSONS ARE STRICTLY PROHIBITED AND RESTRICTED FROM MAKING CONTRIBUTIONS TO SPARESHUB AND USING THE SPARESHUB SMART CONTRACTS. ONLY ACCREDITED INVESTORS AS DEFINED IN RULE 501 OF REGULATION D ARE ALLOWED TO PURCHASE PRTS TOKENS. PRTS TOKENS MAY NOT BE MARKETED, OFFERED OR SOLD DIRECTLY OR INDIRECTLY TO USA PERSONS, AND NEITHER THIS SITE NOR THIS AGREEMENT, NOR ANY MATERIAL OR INFORMATION CONTAINED HEREIN PERTAINING TO PRTS TOKENS, MAY BE SUPPLIED TO USA PERSONS OR USED IN CONNECTION WITH ANY OFFER FOR THE SALE OF PRTS TOKENS TO USA PERSONS. USA PERSONS THAT PARTICIPATE IN THE PRTS TOKEN SALE BY PROVIDING FALSE OR INNACURATE INFORMATION ABOUT THEIR CITIZENSHIP, RESIDENCY AND/OR NATIONALITY SHALL BE IN BREACH OF THESE T&CS AND SHALL INDEMNIFY SPARESHUB IN RESPECT OF ANY DAMAGES AND/OR LOSSES SUFFERED DUE TO THIS BREACH IN ACCORDANCE WITH THE INDEMNIFICATION PROVISIONS SET OUT IN THESE T&CS.

FOR RESIDENTS OF THE PEOPLE’S REPUBLIC OF CHINA (WHICH, FOR THE PURPOSES OF THIS AGREEMENT, DOES NOT INCLUDE HONG KONG, MACAU AND TAIWAN): IF YOU ARE CITIZEN OR RESIDENT OF, OR A PERSON LOCATED OR DOMICILED IN, THE PEOPLE’S REPUBLIC OF CHINA OR ANY ENTITY, INCLUDING, WITHOUT LIMITATION, ANY CORPORATION OR PARTNERSHIP CREATED OR ORGANIZED IN OR UNDER THE LAWS OF THE PEOPLE’S REPUBLIC OF CHINA (COLLECTIVELY, “**PRC PERSONS**”), DO NOT PURCHASE OR ATTEMPT TO PURCHASE PRTS TOKENS OR USE THE SPARESHUB SMART CONTRACT OR THE SPARESHUB

SMART SALE CONTRACT. PRC PERSONS ARE STRICTLY PROHIBITED AND RESTRICTED FROM USING THE SPARESHUB SMART CONTRACTS. PRTS TOKENS MAY NOT BE MARKETED, OFFERED OR SOLD DIRECTLY OR INDIRECTLY TO PRC PERSONS, AND NEITHER THIS SITE NOR THIS AGREEMENT, NOR ANY MATERIAL OR INFORMATION CONTAINED HEREIN PERTAINING TO PRTS TOKENS, MAY BE SUPPLIED TO PRC PERSONS OR USED IN CONNECTION WITH ANY OFFER FOR THE SALE OF PRTS TOKENS TO PRC PERSONS.

FOR RESIDENTS OF SOUTH KOREA (“SOUTH KOREA PERSONS”): THIS AGREEMENT IS NOT, AND UNDER NO CIRCUMSTANCES IS TO BE CONSTRUED AS, AN OFFERING OF SECURITIES IN SOUTH KOREA. SPARESHUB MAY NOT MAKE ANY REPRESENTATION WITH RESPECT TO THE ELIGIBILITY OF ANY RECIPIENTS OF THIS AGREEMENT TO ACQUIRE THE PRTS TOKENS UNDER THE LAWS OF SOUTH KOREA, INCLUDING, WITHOUT LIMITATION, THE SECURITIES AND EXCHANGE ACT AND THE FOREIGN EXCHANGE TRANSACTION ACT AND REGULATIONS THEREUNDER. THE PRTS TOKENS HAVE NOT BEEN REGISTERED UNDER THE SECURITIES AND EXCHANGE ACT, SECURITIES INVESTMENT TRUST BUSINESS ACT OR THE SECURITIES INVESTMENT COMPANY ACT OF SOUTH KOREA, AND NONE OF THE PRTS TOKENS MAY BE OFFERED, SOLD OR DELIVERED, DIRECTLY OR INDIRECTLY, OR OFFERED OR SOLD TO ANY PERSON FOR RE-OFFERING OR RE-SALE, DIRECTLY OR INDIRECTLY, IN SOUTH KOREA OR TO ANY RESIDENT OF SOUTH KOREA.

FOR RESIDENTS OF CUBA, IRAN, NORTH KOREA, SYRIA AND THE CRIMEA REGION: PRTS TOKENS ARE NOT BEING OFFERED OR DISTRIBUTED TO ANY RESIDENT OF OR ANY PERSON LOCATED OR DOMICILED IN CUBA, IRAN, NORTH KOREA, SYRIA, THE CRIMEA REGION OR ANY OTHER COUNTRY OR TERRITORY THAT IS SUBJECT OF COUNTRY-WIDE OR TERRITORY-WIDE SANCTIONS.

THE INFORMATION CONTAINED IN THIS SITE AND THIS AGREEMENT DO NOT CONSTITUTE A PROSPECTUS OR OFFERING DOCUMENT, OR AN OFFER TO SELL OR AN INVITATION, ADVERTISEMENT OR SOLICITATION OF AN OFFER TO BUY SECURITIES. SPARESHUB TOKENS ARE NOT AN INVESTMENT. PRTS TOKENS ARE NOT INVESTMENT PRODUCTS BUT WILL BE REQUIRED TO USE THE SPARESHUB REAL ESTATE PLATFORM WHEN IT IS COMPLETED. THERE SHOULD BE NO EXPECTATION OF FUTURE PROFIT OR GAIN FROM THE PURCHASE OF PRTS TOKENS. THE SITE IS NOT INTENDED FOR USE BY ANYONE UNDER THE AGE OF 18. PRTS TOKENS MAY NOT BE PURCHASED THROUGH THE SITE BY ANYONE UNDER THE AGE OF 18. BY USING THE SITE AND/OR PURCHASING PRTS TOKENS THROUGH THIS SITE, YOU REPRESENT AND WARRANT THAT YOU ARE 18 YEARS OF AGE OR OLDER. If you have any questions relating to these Terms & Conditions, please contact us at tokensale@sparehub.com.

1. SCOPE OF TERMS

- 1.1 Unless otherwise stated herein, this Agreement governs only your Purchase of PRTS Tokens from us during the Sale Period, and your corresponding use of the SparesHub Smart Contracts.
- 1.2 Any use of PRTS Tokens in connection with providing or receiving services on the SparesHub platform (the “**SparesHub Platform**”) will be governed by other applicable terms and policies (collectively, the “**Platform Terms and Policies**”), which will be made available on the SparesHub Platform website when the SparesHub services are operational. The planned services to be offered through the SparesHub Platform, which is subject to change, is set forth in the White Paper (see Section 1.4, below). We may add new terms or policies to the Platform Terms and Policies in our sole discretion and may update each of the Platform Terms and Policies from time to time according to modification procedures set forth therein. To the extent of any conflict between this Agreement and the Platform Terms and Policies, this Agreement shall govern your Purchase, and the Platform Terms and Policies shall govern your use of the SparesHub Platform.

1.3 Use of the website (<https://token.spareshub.com>) and (<https://panel.spareshub.com>) (the “Site”) is governed by terms of use, as may be amended from time to time (the “Terms of Use”), which can be found through the Terms of Use link. Those Terms of Use are hereby incorporated by reference. Purchaser has read, understands and agrees to those Terms of Use.

1.4 SparesHub has prepared a white paper, available on the Site, which describes the proposed uses of the PRTS Tokens (the “White Paper”). The White Paper is of a descriptive nature only, and is not binding and do not form part of these Terms and Conditions.

2. PRTS TOKEN SALE PROCEDURES AND SPECIFICATIONS

2.1 SparesHub intends to allocate and distribute a limited number of PRTS Tokens (the “PRTS Token Sale”). Important information about the procedures and specifications of our PRTS Token Sale is provided in **Exhibit A**, including, but not limited to, details regarding the timing and pricing of the PRTS Token Sale, the amount of PRTS Tokens we will sell and our anticipated use of the PRTS Token Sale proceeds. BY PURCHASING PRTS TOKENS, YOU ACKNOWLEDGE THAT YOU UNDERSTAND AND HAVE NO OBJECTION TO THESE PROCEDURES AND SPECIFICATIONS.

2.2 Your Purchase of PRTS Tokens from us during the Sale Period is final, and there are no refunds or cancellations except as may be required by applicable law or regulation. We reserve the right to refuse or cancel PRTS Token purchase requests at any time in our sole discretion.

2.3 Purchaser acknowledges and agrees that the sale of PRTS Tokens and the PRTS Tokens themselves are not an investment, security, share or equity interest, debt or loan nor a derivative instrument of any of the foregoing. This Agreement and all other documents referred to in this Agreement, 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, security, share, equity interest or debt nor a derivative interest of any of the foregoing.

2.4 Purchaser should not participate in the PRTS Token Sale or Purchase PRTS Tokens for investment purposes. The Purchase of PRTS Tokens pursuant to this Agreement is not designed for investment purposes and should not be considered as a type of investment. PRTS Tokens may not be transferred until the end of the Sale Period and are subject to certain vesting periods as set forth below in Exhibit A. Purchaser acknowledges, understands and agrees that Purchaser should not expect, and there is no guarantee or representation or warranty by SparesHub, that (a) PRTS Tokens will be listed for trading on any exchange, or (b) the SparesHub Platform will be adopted as described in the White Paper and not in a different or modified form.

2.5 Purchaser acknowledges and agrees that Purchaser is not purchasing PRTS Tokens for purposes of investment or speculation or for immediate resale or other financial purposes. Purchaser acknowledges and agrees that Purchaser has no expectation of economic benefit or profit from purchasing PRTS Tokens. Purchaser agrees that if Purchaser determines to transfer PRTS Tokens, Purchaser will not portray PRTS Tokens to prospective transferees as an investment opportunity to obtain an economic benefit or profit.

3. NO OTHER RIGHTS CREATED

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- 3.1 The Purchase of PRTS Tokens (a) does not provide Purchaser with rights of any type with respect to SparesHub or its revenues or assets, including, but not limited to, any voting, distribution, redemption, liquidation, proprietary or other financial or legal rights, (b) is not a loan to SparesHub and (c) does not provide Purchaser with any ownership or other interest in SparesHub.
- 3.2 SparesHub retains all right, title and interest in all of SparesHub's intellectual property, including, without limitation, inventions, ideas, discoveries, software, processes, marks, methods, information and data, whether or not protectable by patent, copyright or trademark. Purchaser may not use any of SparesHub's intellectual property for any reason without SparesHub's prior written consent.

4. RISKS

- 4.1 You expressly acknowledge that you have carefully reviewed and understand and assume the risks associated with purchasing, holding and using PRTS Tokens and using the corresponding SparesHub Token Smart Contract, as disclosed and explained in **Exhibit B**. BY PURCHASING PRTS TOKENS USING THE SPARESHUB SMART CONTRACTS, YOU EXPRESSLY ACKNOWLEDGE AND ASSUME THESE RISKS, INCLUDING THAT PRTS TOKENS MAY HAVE NO VALUE.

5. AUDIT OF THE SMART CONTRACT SYSTEM

- 5.1 SparesHub shall exercise reasonable endeavors to have the Smart Contract System audited and approved by technical experts with regard to both accuracy and security of the underlying code.
- 5.2 Notwithstanding Section 5.1, smart contract technology is still in an early stage of development and its application is currently of an experimental nature, which carries significant operational, technological, financial, regulatory and reputational risks. Accordingly, while any audit conducted shall raise the level of security and accuracy of the Smart Contract System, you acknowledge, understand and accept that the audit does not amount to any form of warranty, representation or assurance (in each case whether express or implied) that the Smart Contract System and PRTS Tokens are fit for a particular purpose or that they are free from any defects, weaknesses, vulnerabilities, viruses or bugs which could cause, inter alia, the complete loss of USD, ETH and/or BTC contributions and/or PRTS Tokens.

6. SECURITY

- 6.1 You are responsible for implementing reasonable measures for secure access to the device, wallet, vault or other storage mechanism you use to Purchase, receive and hold PRTS Tokens you Purchase from us, including any requisite private key(s), usernames, passwords or other login or credentials necessary to access such storage mechanism(s). If your private key(s) or other access credentials are lost, you may lose access to your PRTS Tokens. We are not responsible for any such losses. You understand and agree that all Purchases of PRTS Tokens are non-refundable and you will not receive money or other compensation for any PRTS Tokens purchased.
- 6.2 You accept that you will receive your PRTS ONLY after having successfully passed through our KYC process and/or the KYC process of SparesHub. This means that PRTS will not be distributed until you have passed through this screening successfully. If you fail to pass the KYC screening

you will not receive your PRTS. In the case that you do not successfully pass the KYC screening, you agree that the company and/or SparesHub will hold your funds until the PRTS are fully distributed. You agree that the company and/or SparesHub may use your submitted information in any way required by law or deemed necessary and that your funds used to purchase PRTS will not be automatically refunded to you without first submitting a refund request and that a refund request **MUST** be submitted within 6 weeks of the ICO end date. A valid user account on SparesHub is required to receive your Tokens because your Tokens will be delivered to this account.

7. PERSONAL INFORMATION

7.1 Please refer to our Privacy Policy for information about how we collect, use and share your information.

8. TAXES

8.1 The purchase price that you pay for PRTS Tokens is exclusive of all applicable taxes. You are responsible for determining what, if any, taxes apply to your Purchase of PRTS Tokens, including, for example, sales, use, value added and similar taxes. It is also your responsibility to withhold, collect, report and remit the correct taxes to the appropriate tax authorities. We are not responsible for withholding, collecting, reporting or remitting any sales, use value added or similar tax arising from your Purchase of PRTS Tokens.

8.2 Acknowledgement. You acknowledge, understand and agree that (a) the Purchase and receipt of PRTS Tokens may have tax consequences for you, (b) you are solely responsible for compliance with your tax obligations, and (c) SparesHub bears no liability or responsibility with respect to any tax consequences to you associated with or arising from the creation, ownership, use or liquidation of PRTS Tokens or any other action or transaction related to the SparesHub Platform or the PRTS Token Sale.

9. REPRESENTATIONS, WARRANTIES AND COVENANTS

9.1 By purchasing PRTS Tokens, you represent and warrant that:

9.1.1 You have read and understand this Agreement (including the Exhibits) and the White Paper;

9.1.2 You have the necessary authority and consent to accept these Terms & Conditions, to enter into a binding agreement with SparesHub and to perform the obligations set out herein;

9.1.3 The acceptance of these Terms & Conditions and the entry into a binding agreement with SparesHub shall not result in any breach of, be in conflict with, or constitute a material default under: (i) any provision of the Purchaser's constitutional or organizational documents (in the case of a corporate entity including, without limitation, any company or partnership); (ii) any provision of any judgment, decree or order imposed on the Purchaser by any court or governmental or regulatory authority; and/or (iii) any material agreement, obligation, duty or commitment to which the Purchaser is a party or by which the Purchaser is bound;

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- 9.1.4 You have sufficient knowledge and experience in business and financial matters, including a sufficient understanding of blockchain or cryptographic tokens and other digital assets, smart contracts, token 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 your Purchase of PRTS Tokens, including, but not limited to, the matters set forth in this Agreement and to appreciate the risks and implications of purchasing PRTS Tokens, and you are able to bear the risks thereof, including loss of all amounts paid, loss of PRTS Tokens and liability to the SparesHub Parties (as defined in Section 11.1) and others for your acts and omissions, including, without limitation, those constituting breach of this Agreement, negligence, fraud or wilful misconduct;
- 9.1.5 You have obtained sufficient information about PRTS Tokens to make an informed decision to Purchase PRTS Tokens;
- 9.1.6 You understand that PRTS Tokens confer only the right to provide and receive services on the SparesHub Platform, and confer no other rights of any form with respect to SparesHub, including, but not limited to, any voting, distribution, redemption, liquidation or other financial and legal rights;
- 9.1.7 You are not purchasing PRTS Tokens for any uses or purposes other than to provide or receive services on the SparesHub Platform, including, but not limited to, any investment, speculative or other financial purposes;
- 9.1.8 You are not a USA Person, a PRC Person, a South Korea Person, or a person located, organized or resident in Cuba, Iran, North Korea, Syria or the Crimea Region or any other country or territory that is subject of world-wide or territory wide sanctions; nor are you making a contribution for the purchase of PRTS Tokens for or on behalf of any such person or entity;
- 9.1.9 You have all requisite power and authority to execute and deliver this Agreement, to use the SparesHub Smart Contracts, to Purchase PRTS Tokens and to carry out and perform your obligations under this Agreement;
- 9.1.10 If you are an individual, you are at least 18 years old and of sufficient legal age and capacity to Purchase PRTS Tokens;
- 9.1.11 If you are an entity, Purchaser is duly organized, validly existing and in good standing under the laws of its domiciliary jurisdiction and each jurisdiction where it conducts business;
- 9.1.12 Your Purchase of PRTS Tokens complies with applicable law and regulation in your jurisdiction, including, but not limited to, (a) legal capacity and any other threshold requirements in your jurisdiction for the Purchase of PRTS Tokens and entering into this Agreement with us, (b) any foreign exchange or regulatory restrictions applicable to such Purchase, and (c) any governmental or other consents that may need to be obtained;
- 9.1.13 You will comply with any tax obligations applicable to you arising from your Purchase of PRTS Tokens;

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- 9.1.14 The funds, including any fiat, virtual currency or cryptocurrency you use to Purchase PRTS Tokens, are not derived from or related to any unlawful activities, including, but not limited to, money laundering or terrorist financing (See 8.1.16-18), and you will not use the PRTS Tokens to finance, engage in or otherwise support any unlawful activities;
- 9.1.15 All payments by you under this Agreement will be made only in your name, from a digital wallet or bank account not located in a country or territory that has been designated as a “non-cooperative country or territory” by the Financial Action Task Force and is not a “foreign shell bank” within the meaning of the U.S. Bank Secrecy Act (31 U.S.C. § 5311 et seq.) as amended, and the regulations promulgated thereunder by the Financial Crimes Enforcement Network, as such regulations may be amended from time to time;
- 9.1.16 The execution, delivery and performance of this Agreement will not result in any violation of, be in conflict with or constitute a default under, with or without the passage of time or the giving of notice (a) any provision of Purchaser’s organizational documents, if applicable, (b) any provision of any judgment, decree or order to which you are a party, by which you are bound, or to which any of your assets are subject, (c) any agreement, obligation, duty or commitment to which you are a party or by which you are bound or (d) any laws, regulations or rules applicable to you;
- 9.1.17 The execution and delivery of, and performance under, this Agreement requires no approval or other action from any governmental authority or person other than you;
- 9.1.18 To the extent required by applicable law, you comply with all anti-money laundering (“AML”) and counter the financing of terrorism (“CFT”) requirements, including, but not limited to, (a) the applicable financial recordkeeping and reporting requirements of the U.S. Currency and Foreign Transactions Reporting Act of 1970, as amended (i.e., the Bank Secrecy Act), (b) any applicable money laundering statutes of all jurisdictions in which you are located, resident, organized or operate, and the rules and regulations thereunder, and/or (c) any related or similar rules, regulations or guidelines issued, administered or enforced by any governmental authority to which you are subject ((a) through (c) collectively, the “AML/CFT Laws”);
- 9.1.19 Neither you, nor any person having a direct or indirect beneficial interest in you or PRTS Tokens being acquired by you, or any person for whom you are acting as agent or nominee in connection the purchase of PRTS Tokens, (a) is the subject of economic or financial sanctions or trade embargoes administered or enforced by any country or government, including, but not limited to, those administered by the U.S. government through the Office of Foreign Assets Control of the U.S. Department of the Treasury (“OFAC”) or the U.S. Department of State, the United Nations Security Council, the European Union or Her Majesty’s Treasury of the United Kingdom or any other applicable jurisdictions (collectively, “Sanctions”), (b) is located, organized or resident in Cuba, Iran, North Korea, Syria, the Crimea Region or any other country or territory that is the subject of country-wide or territory-wide Sanctions, (c) is listed in any Sanctions-related list of sanctioned persons, including, but not limited to, those maintained by OFAC, the U.S. Department of State, the United Nations Security Council, the European Union or Her Majesty’s Treasury of the United Kingdom and/or (d) is directly or indirectly owned or controlled by any person or persons described in the foregoing clauses (a) through (c);
- 9.1.20 Any contribution to be made by you for the purchase of PRTS Tokens is not derived from or

related to any unlawful activities, including but not limited to money laundering or terrorist financing activities;

- 9.1.21 You shall not use PRTS Tokens to finance, engage in, or otherwise support any unlawful activities;
- 9.1.22 If you are purchasing PRTS Tokens on behalf of any entity, you are authorized to accept this Agreement on such entity's behalf and such entity will be responsible for breach of this Agreement by you or any other employee or agent of such entity (references to "you" in this Agreement refer to you and such entity jointly);
- 9.1.23 You shall provide an accurate digital wallet address to SparesHub for receipt of any PRTS Tokens distributed to you by SparesHub;
- 9.1.24 You understand and accept the risks of contributing to early stage blockchain start-up business and acknowledge that these risks are substantial. You further warrant and represent that your contribution does not represent a meaningful or substantial proportion of your wealth or net worth, and that you are willing to accept the risk of loss associated with the contribution made under these Terms & Conditions; and
- 9.1.25 In connection with the purchase of the PRTS, you represent to the Company the following: You will provide to the Company, SparesHub or to our nominee, immediately upon request, information that any of the three of us, in any of our sole discretion, deem necessary or appropriate in order to maintain compliance with any federal, state, local, domestic or foreign law, regulation or policy, including any "Know Your Customer" requirements and policies or any judicial process. Such information or documents may include but are not limited to, passports, driver's licenses, utility bills, photographs, government identification cards or sworn statements, or, if you are an entity, proof of legal existence such as a government-issued certificate of incorporation or notarized formation documents, and we, SparesHub or our nominee, may keep a copy of such information and disclose such information and documents in order to comply with applicable laws, regulations, rules or agreements. You acknowledge that SparesHub may refuse to distribute PRTS Tokens to you until such requested information is provided.

- 9.2 By purchasing PRTS Tokens, you covenant with SparesHub not to enter into or agree or attempt to enter into a single transaction or a series of transactions (whether related or not) and whether voluntary or involuntary, directly or indirectly, with any USA Person, PRC Person, South Korea Person or any person resident of, or located or domiciled in Cuba, Iran, North Korea, Syria, the Crimea Region, or any other country or territory that is subject of country-wide or territory-wide sanctions, to sell, lend, transfer, assign or otherwise dispose of or cease to exercise control of all, or part of any interest in any PRTS Tokens.

10. SPARESHUB AS PLATFORM FOR SALE OF PRTS TOKENS

- 10.1 Sale of the PRTS Tokens is conducted through the platform SparesHub ("SparesHub"). The information about purchased PRTS Tokens will be reflected in your account at <http://panel.spareshub.com> ("SparesHub Account"). The purchased PRTS Tokens would be available for use upon distribution by Company after 45 days from the completion of the token sale period.

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- 10.2 Any use of PRTS Tokens will be governed primarily by other applicable terms and policies, which will be available at <https://panel.spareshub.com> and <https://token.spareshub.com> upon the distribution of PRTS Tokens (collectively, “PRTS Terms and Conditions”). PRTS Terms and Conditions may change from time to time at the provider’s sole discretion with the amended PRTS Terms and Conditions posted instead of the previous version.

11. INDEMNIFICATION

- 11.1 To the fullest extent permitted by applicable law, Purchaser will indemnify, defend and hold harmless SparesHub and its past, present and future employees, officers, directors, contractors, consultants, equity holders, suppliers, vendors, service providers, parent companies, subsidiaries, affiliates, agents, representatives, predecessors, successors and assigns (the “SparesHub Parties”) from and against all claims, demands, actions, damages, losses, costs and expenses of any kind (including attorneys’ fees) arising from or relating to (a) Purchaser’s purchase or use of the PRTS Tokens, (b) Purchaser’s use of the SparesHub Smart Contracts, (c) Purchaser’s responsibilities or obligations under this Agreement, (d) Purchaser’s breach or violation of this Agreement, (e) any inaccuracy in any representation or warranty of Purchaser, (f) Purchaser’s violation of any rights of any other person or entity and/or (g) any act or omission of Purchaser that is negligent or unlawful, or constitutes willful misconduct.
- 11.2 SparesHub reserves the right, at its option, to exercise sole control over the defense, at your expense, of any claim subject to indemnification under Section 11.1. This indemnity is in addition to, and not in lieu of, any other indemnities set forth in any other written agreement between you and SparesHub.

12. DISCLAIMERS

- 12.1 TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW AND EXCEPT AS OTHERWISE SPECIFIED IN A WRITING BY US, (A) PRTS TOKENS ARE SOLD ON AN “AS IS” AND “AS AVAILABLE” BASIS WITHOUT WARRANTIES OF ANY KIND, AND WE EXPRESSLY DISCLAIM ALL IMPLIED WARRANTIES AS TO THE PRTS TOKENS, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, UTILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR AS TO THE WORKMANSHIP OR TECHNICAL CODING THEREOF, OR TITLE AND NON-INFRINGEMENT; (B) WE DO NOT REPRESENT OR WARRANT THAT THE PRTS TOKENS OR THE SPARESHUB SMART CONTRACTS ARE RELIABLE, CURRENT OR ERROR-FREE OR MEET YOUR REQUIREMENTS, OR THAT DEFECTS IN THE PRTS TOKENS OR SPARESHUB SMART CONTRACTS WILL BE CORRECTED; (C) WE CANNOT AND DO NOT REPRESENT OR WARRANT (i) THAT THE PRTS TOKENS, THE DELIVERY MECHANISM FOR PRTS TOKENS OR THE SPARESHUB SMART CONTRACTS ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, (ii) THE ABILITY OF ANYONE TO PURCHASE OR USE THE PRTS TOKENS, AND (iii) THAT THE PROCESS OF PURCHASING THE PRTS TOKENS, RECEIVING THE PRTS TOKENS OR USING THE SPARESHUB SMART CONTRACTS WILL BE UNINTERRUPTED OR ERROR-FREE OR THAT THE PRTS TOKENS OR SPARESHUB SMART CONTRACTS ARE RELIABLE AND ERROR-FREE. AS A RESULT, PURCHASER ACKNOWLEDGES AND UNDERSTANDS THAT PURCHASER MAY NEVER RECEIVE PRTS TOKENS AND MAY LOSE THE ENTIRE AMOUNT PURCHASER PAID TO SPARESHUB.
- 12.2 Some jurisdictions do not allow for the exclusion of certain warranties or disclaimer of implied terms in contracts with consumers. If these laws apply to you, some or all of the limitations or

exclusions may not apply to you, and you may have additional rights.

13. LIMITATION OF LIABILITY

13.1 TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, NEITHER SPARESHUB NOR THE SPARESHUB PARTIES ARE RESPONSIBLE OR LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE OR OTHER DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS, LOSS OF DATA OR LOST PROFITS), UNDER ANY LEGAL THEORY ARISING OUT OF OR RELATING IN ANY WAY TO THIS AGREEMENT OR YOUR PURCHASE OF PRTS TOKENS, OR YOUR USE OF THE SPARESHUB SMART CONTRACTS. YOUR SOLE REMEDY FOR DISSATISFACTION WITH THE PURCHASE PROCESS IS TO NOT MAKE A PURCHASE. THE SOLE AND EXCLUSIVE MAXIMUM LIABILITY OF SPARESHUB FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE) OR OTHERWISE, SHALL BE THE TOTAL AMOUNT PAID BY YOU TO US FOR THE PRTS TOKENS. THE FOREGOING LIMITATIONS WILL NOT LIMIT OR EXCLUDE LIABILITY FOR GROSS NEGLIGENCE, FRAUD, WILFUL OR RECKLESS MISCONDUCT OF SPARESHUB NOR SHALL IT LIMIT OR EXCLUDE ANY LOSSES FOR WHICH, AS A MATTER OF APPLICABLE LAW, IT WOULD BE UNLAWFUL TO LIMIT OR EXCLUDE LIABILITY.

13.2 Some jurisdictions may not allow the limitation or exclusion of liability for incidental or consequential damages. If these laws apply to you, some or all of the limitations or exclusions may not apply to you, and you may have additional rights.

14. DATA PROTECTION

14.1 If we make an information request in accordance with Section 9.1.25, we may require you to provide information and documents relating to (without limitation):

- your identity;
- your address;
- the source of funds used for the purposes of purchasing PRTS Tokens; and/or
- any other documents or data from which you can be identified (together your “**Personal Data**”).

14.2 We will not disclose your Personal Data except as expressly permitted under these Terms & Conditions and otherwise only with your prior consent. However, we may be required to disclose your Personal Data and/or certain other information about you to the extent required by applicable law or by an order of a court or competent governmental or regulatory authority. By accepting these Terms & Conditions, you expressly agree and consent to your Personal Data being disclosed to third parties to any extent required for the purposes of compliance with applicable law.

14.3 We shall process your Personal Data in accordance with the Data Protection Act 2004, as may be amended (“**Data Protection Act**”), and you agree that we, as the data controller, may directly or through our service providers or agents process your Personal Data for any one or more of the following purposes:

- the purchase of PRTS Tokens and the processing of transactions related to the PRTS Token Sale pursuant to these Terms & Conditions;
- providing you with information about us and our range of services;

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- compliance with any requirement imposed by applicable law or by an order of a court or competent governmental or regulatory authority;
 - management of enquiries and complaints;
 - opening, maintaining or operating a bank account in the Company's name;
 - subject to Section 15, resolving any Disputes with you;
 - producing summary information for statistical, regulatory and audit purposes; and/or
 - any other reasonable purposes in accordance with applicable law.

14.4 Under the Data Protection Act you have a right to access your Personal Data held by us, and it is your responsibility to inform us of any changes to your Personal Data to ensure such data remains accurate. You also have a right to object to your Personal Data being processed for the purposes of direct marketing. You agree to provide a written request to us should you wish to enforce these rights.

14.5 You agree that we may, for the purposes set out in Section 14.3, permit the transfer of your Personal Data to any jurisdiction, whether or not inside the European Economic Area, and that by accepting these Terms & Conditions you authorize and expressly consent to the processing of your Personal Data by us, our agents and/or our service providers, provided that where your Personal Data is processed by entities other than us, our agents or our service providers, we shall seek your prior written consent in respect of such processing.

14.6 You acknowledge, accept and understand that these Terms & Conditions, insofar as they relate to the controlling and processing of your Personal Data by SparesHub, our agents and/or service providers, are only relevant to the processing of your Personal Data for the purposes set out in Section 14.3. In order to access the SparesHub Platform and provide or receive services therein or otherwise use and interact with the SparesHub Platform, you will be required to accept the Platform Terms and Policies which shall also set out the terms and conditions under which your Personal Data is collected, stored and processed (as well as your individual rights under applicable data protection laws) in connection with your use of the SparesHub Platform.

15. DISPUTE RESOLUTION; ARBITRATION

15.1 Except for any disputes, claims, suits, actions, causes of action, demands or proceedings (collectively, "**Disputes**") in which either Party seeks injunctive or other equitable relief for the alleged unlawful use of intellectual property, including, without limitation, copyrights, trademarks, trade names, logos, trade secrets or patents, you and the Company (i) waive your and the Company's respective rights to have any and all Disputes arising from or related to these Terms & Conditions resolved in a court, and (ii) waive your and the Company's respective rights to a jury trial. Instead, you and the Company agree to arbitrate Disputes through binding arbitration (which is the referral of a Dispute to one or more persons charged with reviewing the Dispute and making a final and binding determination to resolve it instead of having the Dispute decided by a judge or jury in court).

15.2 Any Dispute arising out of or related to these Terms & Conditions is personal to you and the Company and will be resolved solely through individual arbitration and will not be brought as a class arbitration, class action or any other type of representative proceeding. There will be no class arbitration or 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.

- 15.3 Any dispute arising out of or in connection with these Terms & Conditions, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration under the rules of the Singapore International Arbitration Centre (SIAC) and are deemed to be incorporated by reference in this Section 15. By agreeing to be bound by these Terms & Conditions, you either (i) acknowledge and agree that you have read and understood the SIAC Rules, or (ii) waive your opportunity to read the SIAC Rules and any claim that the SIAC Rules are unfair or should not apply for any reason.
- 15.4 Each Party will notify the other Party in writing of any Dispute within thirty (30) days of the date it arises, so that the Parties can attempt in good faith to resolve the Dispute informally. Notice to the Company shall be sent by e-mail to the Company at tokensale@sparehub.com. Notice to you shall be sent to any address you provide to us in writing in a notice. Your notice must include (i) your name, postal address, email address and telephone number, (ii) a description in reasonable detail of the nature or basis of the Dispute, and (iii) the specific relief that you are seeking. If you and the Company cannot agree how to resolve the Dispute within thirty (30) days after the date that the notice is received by the applicable Party, then either you or the Company may, as appropriate and in accordance with this Section 15, commence an arbitration proceeding or, to the extent specifically provided for in Section 15.1, file a claim in court.
- 15.5 Any arbitration will take place in Singapore. The arbitration will be conducted confidentially by a single arbitrator appointed in accordance with the SIAC Rules. The language to be used in the arbitral proceedings shall be English. The governing law of these Terms & Conditions shall be the substantive law of Singapore and the Singapore court will have exclusive jurisdiction over any appeals and the enforcement of an arbitration decision.
- 15.6 These Terms & Conditions, the applicable SIAC Rules and the arbitrator will have (i) the exclusive authority and jurisdiction to make all procedural and substantive decisions regarding a Dispute, including the determination of whether a Dispute is arbitrable, and (ii) the authority to grant any remedy that would otherwise be available in court, provided, however, that the arbitrator does not have the authority to conduct a class arbitration or a representative or class action, which is prohibited by these Terms & Conditions. The arbitrator may only conduct an individual arbitration and may not consolidate more than one individual's claims, preside over any type of class or representative proceeding or preside over any proceeding involving more than one individual.
- 15.7 If any term, clause or provision of this Section 15 is held invalid or unenforceable, it will be so held to the minimum extent applicable and required by law, and all other terms, clauses and provisions of this Section 15 will remain valid and enforceable. Further, the waivers set forth in Section 15.2 above are severable from the other provisions of these Terms & Conditions and will remain valid and enforceable, except as prohibited by applicable law.

16. ELECTRONIC NOTICES

- 16.1 You agree and consent to receive electronically all communications, agreements, documents,

receipts, notices and disclosures (collectively “**Communications**”) that SparesHub provides in connection with your Purchase of PRTS Tokens or use of the SparesHub Smart Contracts. You agree that SparesHub may provide these Communications to you by posting them on the Site, by emailing them to you at the email address you provide and/or by sending an SMS or text message to a mobile phone number that you provide. Your carrier’s normal, messaging, data and other rates and fees may apply to any mobile Communications. You should maintain copies of electronic Communications by printing a paper copy or saving an electronic copy.

16.2 You may withdraw your consent to receive electronic Communications by sending a withdrawal notice to tokensale@spareshub.com. If you decline or withdraw consent to receive electronic Communications, SparesHub may suspend or terminate your ability to Purchase PRTS Tokens.

17. MISCELLANEOUS

17.1 Subject to Section 15, these Terms & Conditions and any dispute or claim arising out of or in connection with their subject matter or formation (including non-contractual disputes and claims) shall be governed by and construed in accordance with Singapore law.

17.2 If any term, clause or provision of this Agreement is held unlawful, void or unenforceable, then that term, clause or provision will be severable from this Agreement and will not affect the validity or enforceability of any remaining part of that term, clause or provision, or any other term, clause or provision of this Agreement.

17.3 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 any SparesHub Party about the PRTS Tokens or the SparesHub Platform. Headings are for information purposes only.

17.4 You may not assign or transfer any of your rights or obligations under this Agreement without prior written consent from SparesHub, including by operation of law or in connection with any change of control. SparesHub may assign or transfer any or all of its rights under this Agreement, in whole or in part, without obtaining your consent or approval.

17.5 Our failure or delay in exercising any right, power or privilege under this Agreement shall not operate as a waiver thereof. All waivers by SparesHub must be unequivocal and in writing to be effective.

17.6 You understand and agree that SparesHub shall not be liable and disclaims all liability to you in connection with any force majeure event, including acts of God, labor 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; or other matters beyond the reasonable control of SparesHub, including changes to any blockchain-related protocol.

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- 17.7 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 as 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.
- 17.8 We reserve the right to make changes or modifications to this Agreement from time to time, in our sole discretion. If we make changes to this Agreement, we will provide notice of such changes, which may include sending you an email, providing notice on the homepage of the Site, and/or posting an amended Agreement, and updating the “Last Updated” date above. The modified Agreement will become effective upon posting and will apply to any Purchase or use of PRTS Tokens made after the modified Agreement becomes effective.
- 17.9 Notwithstanding anything contained in this Agreement, we reserve the right, without notice and in our sole discretion, to terminate your right to Purchase PRTS Tokens, at any time and for any reason, and you acknowledge and agree that SparesHub shall have no liability or obligation to you in such event to the fullest extent permitted by applicable law.

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EXHIBIT A
PRTS TOKEN SALE PROCEDURES AND SPECIFICATIONS
TIMING OF TOKEN SALE

The PRTS Token sale will be conducted in two phases. Phase one will begin at 10:00 AM IST on 10th April 2018 and phase one will end on the earlier of 25th April 2018 at 10:00 AM IST or when the \$2 million amount is collected in token sale. Phase two will begin at 10:00 AM IST on 25th June 2018 and phase two will end on the earlier of 25th July 2018 at 10:00 AM IST (the “Closing Date”) or when the \$25 million Hard Cap amount is collected in token sale.

The foregoing is subject to Paragraph 6 below.

1. PRTS Token Sale Structure
 - a. Name of Token: PRTS.
 - b. Hard Cap: Equivalent of \$25m USD (twenty five million US Dollars).
 - c. Soft Cap: Equivalent of \$1m USD (one million US Dollars).
 - d. Total Supply: 500 million initial allocation of PRTS Tokens, to be adjusted depending on bonuses applied to each sale of PRTS Tokens.
 - e. Currencies Accepted: Ethereum (ETH) and Bitcoin (BTC).

2. Method and Terms of Contributions
 - a. You may make a contribution to SparesHub during the PRTS Token Sale in the manner described in this paragraph 2 of Exhibit A.
 - b. Contributions to be made in fiat currency must be sent from a bank account designated by SparesHub, details of which are specified on the PRTS Token Sale website. In accordance with this paragraph 2(b) your ETH address shall be required to verify your contribution to SparesHub and to enable SparesHub to issue PRTS Tokens to you through the Smart Contract System.
 - c. Contributions to be made in ETH must be sent from an Ethereum wallet in respect of which you can identify your private key. Your private key shall be required to verify your ETH contribution to SparesHub and to enable SparesHub to issue PRTS Tokens to you through the Smart Contract System. ETH contributions shall be sent to the Ethereum wallet address specified on the Token Launch website.
 - d. Contributions to be made in BTC shall be sent from a Bitcoin wallet in respect of which you can identify your private key. Your private key shall be required to verify your Bitcoin contribution to SparesHub and to enable SparesHub to issue PRTS Tokens to you through the Smart Contract System. BTC contributions shall be sent to the SparesHub Bitcoin wallet address specified on the SparesHub website.
 - e. Contributions shall be sent exclusively to the SparesHub bank account or wallet address specified on the SparesHub Website. To the extent that any third-party website, service or smart-contract offers to receive contributions and issue PRTS Tokens or facilitates the allocation or transfer of PRTS Tokens in any way during the PRTS Token Sale, such third-party websites or services are, unless expressly set out in these Terms & Conditions or mentioned on the SparesHub website, not authorized by SparesHub nor do they have any legal or commercial relationship in any way with SparesHub, the SparesHub Platform or PRTS Tokens.

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- f. Purchasers that send contributions in a manner that does not confirm with the methods of contribution described in these Terms & Conditions; or to any third- party website, wallet address, service or smart contract that offers PRTS Tokens in a the manner set out in paragraph (e) above, risk losing their entire contribution and SparesHub shall not be responsible or liable for recovering or returning any such contributions to the Purchaser not shall SparesHub be responsible or liable for any losses incurred by the Purchaser in this respect.
 3. PRTS Token price
 - a. During the PRTS Token Sale the price attributed to PRTS Tokens shall be 1 PRTS = US\$0.1
 - b. Where a contribution is made under the terms of these Terms & Conditions in BTC, the value that such currency has against ETH shall be determined by SparesHub referring to such exchanges as SparesHub shall decide in its sole and absolute discretion (the “Conversion”), in order to calculate the PRTS Tokens that will be issued to the Purchaser. SparesHub shall not be responsible or liable for any losses which may be suffered by the Purchaser as a result of the Conversion, nor shall SparesHub be liable for any errors in the rates of exchange published by any exchange.
 4. PRTS Token Sale Terms
 - a. **Minimum Purchase Requirement: \$10**

In order to receive PRTS Tokens, the Purchaser must have, and send a notice to SparesHub containing the address of, an Ethereum wallet that supports the ERC20 standard (in other words the Purchaser’s Ethereum wallet must possess technical infrastructure that is compatible with the receipt, storage and transfer of PRTS Tokens, being tokens that are created on the ERC20 token standard). SparesHub reserves the right to prescribe additional conditions relating to the specific wallet requirements at any time acting in its sole and absolute discretion.

Subject to compliance with this paragraph 4, delivery of PRTS Tokens shall be made to the Purchaser approximately three weeks after the Closing Date by sending PRTS Tokens to the Ethereum wallet address notified by the purchaser to SparesHub in accordance with the foregoing paragraph.

On receipt of your contribution, such contribution shall immediately become the sole and exclusive property of SparesHub who shall be entitled to apply the contribution towards the development of the SparesHub Platform and other operating expenses relating to our business. The application of your contribution shall be determined by us acting in our sole and absolute discretion and we shall be under no obligation to inform you or otherwise verify how your contribution is used.

5. Bonus for Large Purchasers
 - a. Purchasers who commit to purchase a large amount of PRTS Tokens during the Sale Period, will be eligible for the optional extra bonus. All such bonuses will be discussed individually with each potential buyer (“Private Sale”).
6. Duration of PRTS Token Sale
 - a. SparesHub reserves the right in its sole discretion, to change the date and/or time when

the Sale Period will begin and further reserves the right in its sole discretion, to extend the duration of the PRTS Token Sale up to 3 times with each extension being 30 days (the “**Extension Period**”), for any reason, including the unavailability of the Site or other unforeseen security or procedural issues. During the Extension Period, SparesHub reserves the right to implement and/or change PRTS Token Sale Terms.

7. Vesting and Discounts

- a. The vesting schedule is as follows:
 - i. SparesHub employees: 2 years, linear vesting.

8. Token Allocation

- a. Sixty five percent (65%) of PRTS Tokens will be allocated to the PRTS Token Sale.
- b. Twenty five percent (25%) of PRTS Tokens will be retained by SparesHub for balancing the public PRTS Token price and for future use on the SparesHub Platform (the “SparesHub Reserve”).
- c. Five percent (5%) of PRTS Tokens to be created will be distributed to SparesHub’s founders and employees as an incentive to ensure long-term alignment of interests and commitment to the tokens and their future value.
- d. Five percent (5%) of PRTS Tokens to be created will be for distribution for the marketing activities of the the Token Sale.

9. Returns and Refund Policy

- a. SparesHub has imposed a minimum aggregate target equivalent to the Soft Cap. If on conclusion of the PRTS Token Sale, the aggregate sum of all contributions received by SparesHub is less than the Soft Cap, SparesHub shall, within a reasonable period of time, exercise reasonable endeavors to procure that contributions are returned to the Purchaser.
- b. SparesHub reserves the right to refuse or reject any contribution made at any time in its sole and absolute discretion. To the extent that we refuse or reject a contribution, we will exercise reasonable endeavors to procure that the contribution is returned to the Purchaser, however, SparesHub does not warrant, represent or offer any assurances that SparesHub will successfully be able to recover and/or return any such contribution.
- c. Subject to the foregoing paragraphs and except to the extent required by applicable law, all contributions received by SparesHub under these Terms & Conditions are final and purchasers shall not be entitled to claim any refund or reimbursement of contributions from SparesHub.
- d. During any period of suspension or in the event that the PRTS Token Sale is aborted, the Smart Contract System will no longer be able to receive and accept contributions, create PRTS Tokens and/or issue PRTS Tokens to purchasers. Purchasers who send us contributions (after we publish a notice that the PRTS Token Sale has been suspended or aborted in accordance with this paragraph) risk losing their entire contribution and we shall not be responsible or liable for recovering or returning any such contributions to the Purchaser nor shall we be responsible or liable for any losses incurred by such Purchasers in this respect. Purchasers are therefore strongly advised to check our website before sending a contribution to the Smart Contract System.

10. Distribution of PRTS Tokens and Trading

- a. Purchasers will receive access to their PRTS Tokens after their Purchase of PRTS Tokens.

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11. Insufficient Funds
 - a. If you have an insufficient amount of funds in your wallet to complete an order for PRTS Tokens, we may cancel the entire order.

 12. Failure to Follow Procedures
 - a. Failure to follow the procedures set forth in this Agreement and otherwise in connection with the PRTS Token Sale may result in Purchaser not receiving any PRTS Tokens.
 - b. During the PRTS Token Sale, receipt or purchase of PRTS Tokens through any other means other than through the Site are not sanctioned or agreed to in any way by SparesHub. Purchaser should take great care that the website used to purchase PRTS Tokens has the following universal resource locator (URL): <https://token.spareshub.com>.

 13. Token Functionality
 - a. Ownership of PRTS Tokens carries no rights, whether express or implied, other than a limited potential future right or expectation to use and interact with the SparesHub Platform as may be made available from time to time, (as further described in this Annex), if and to the extent the SparesHub Platform is successfully developed and deployed. Any potential future right or expectation relating to the provision and receipt of services on the SparesHub Platform shall be subject to any restrictions and limitations set out in these Terms & Conditions and/or the Platform Terms and Policies (as applicable).
 - b. You acknowledge and accept that PRTS Tokens do not represent or constitute:
 - i. any ownership right or stake, share, equity, security, commodity, bond, debt instrument or any other financial instrument or investment carrying equivalent rights;
 - ii. any right to receive future revenues, shares or any other form of participation or governance right from, in or relating to the Company and/or the SparesHub Platform;
 - iii. any form of money or legal tender in any jurisdiction, nor do they constitute any representation of money (including electronic money); or
 - iv. the provision of any goods and/or services as at the date that these Terms & Conditions form a binding agreement between the Parties.
 - c. Protections offered by applicable law in relation to the acquisition, storage, sale and/or transfer of the instruments and/or investments of the types referred to in the sub-clauses of paragraph 13 shall not apply to any contribution made under these Terms & Conditions for the acquisition of PRTS Tokens or to your storage, sale and/or transfer of PRTS Tokens.
 - d. The Company makes no warranties or representations and offers no assurances (in each case whether express or implied) that PRTS Tokens shall confer any actual and/or exercisable rights of use, functionality, features, purpose or attributes in connection with the SparesHub Platform.

 14. Intended functionality of PRTS Tokens: PRTS Tokens will be an essential utility for users of the SparesHub Platform as they will enable interaction within the SparesHub Platform and will act as the main driver of the SparesHub ecosystem. PRTS Tokens will effectively operate as an “in-app currency”, the sole purpose of which is to allow users to participate on the SparesHub
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Platform. It is envisaged that users of the Platform will be able to undertake the following tasks using PRTS Tokens:

- a. Buy automobile parts
- b. Check if the automobile parts are genuine or original
- c. Pay for automobile repair services
- d. Paying for third party vendors on SparesHub platform
- f. Payment for purchase of unique codes for parts verification

PRTS Tokens do not have any functionality or utility outside the SparesHub Platform. The functionality and utility of PRTS Tokens will therefore be limited to interacting with users/content within the confines of a single platform. PRTS Tokens will not have any functionality or utility outside the SparesHub Platform. It is therefore intended that PRTS Tokens will continuously circulate within the SparesHub Platform ecosystem. The SparesHub Platform will therefore be structured as a “closed system” insofar as the use of PRTS Tokens is concerned. Whilst it is possible that a secondary market could develop for trading PRTS Tokens, the Company will not create such secondary markets nor will it act as an exchange for PRTS Tokens. To the extent a secondary market or exchange for trading PRTS Tokens does develop, it would be run and operated wholly independently of the Company, the PRTS Token Sale and the SparesHub Platform.

15. PLEASE NOTE THAT WE ARE IN THE PROCESS OF UNDERTAKING A LEGAL AND REGULATORY ANALYSIS OF THE FUNCTIONALITY OF PRTS TOKENS. FOLLOWING THE CONCLUSION OF THIS ANALYSIS, WE MAY DECIDE TO AMEND THE INTENDED FUNCTIONALITY OF PRTS TOKENS IN ORDER TO ENSURE COMPLIANCE WITH ANY LEGAL OR REGULATORY REQUIREMENTS TO WHICH WE ARE SUBJECT. WE SHALL PUBLISH A NOTICE ON OUR WEBSITE OF ANY CHANGES THAT WE DECIDE TO MAKE TO THE FUNCTIONALITY OF PRTS TOKENS AND IT IS YOUR RESPONSIBILITY TO REGULARLY CHECK OUR WEBSITE FOR ANY SUCH NOTICES. ON THE CONCLUSION OF THIS ANALYSIS, WE WILL DECIDE WHETHER OR NOT TO CHANGE THE FUNCTIONALITY OF PRTS TOKENS.

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EXHIBIT B
RISKS ASSOCIATED WITH THE PURCHASE, SALE AND USE OF PRTS TOKENS AND USE OF THE
SPARESHUB SMART CONTRACTS

IMPORTANT NOTE: PRTS Tokens are not being structured or sold as securities or as any other form of investment product. Accordingly, none of the information presented in this Exhibit B is intended to form the basis for any investment decision, and no specific recommendations are intended. By purchasing, holding and using PRTS Tokens, you expressly acknowledge and assume the following risks:

1. Risk of Losing Access to PRTS Tokens Due to Loss of Private Key(s).

PRTS Tokens purchased by you may be held in a digital wallet or vault, which requires a private key or a combination of private keys for access. Accordingly, loss of requisite private key(s) associated with your digital wallet or vault storing PRTS Tokens will result in loss of such PRTS Tokens, as well as access to your PRTS Token balance. Moreover, any third party that gains access to such private key(s), including by gaining access to login credentials of a hosted wallet or vault service you use, may be able to misappropriate your PRTS Tokens. SparesHub is not responsible for any such losses.

2. Risks Associated with the Ethereum Protocol.

Because PRTS Tokens are based on the Ethereum protocol, any malfunction, breakdown or abandonment of, or attack on, the Ethereum protocol may have a material adverse effect on the PRTS Tokens. Moreover, advances in cryptography, or technical advances such as the development of quantum computing, could present risks to the PRTS Tokens by rendering ineffective the cryptographic consensus mechanism that underpins the Ethereum protocol. Upgrades by Ethereum to the Ethereum platform, a hard fork in the Ethereum platform or a change in how transactions are confirmed on the Ethereum platform may have unintended adverse effects on all blockchains using the ERC-20 or ERC-223 standards, including SparesHub. The Ethereum blockchain is at an early stage of development, and it is not fully known whether the Ethereum blockchain will be able to sustain long-term operation of large-scale D-apps such as the PRTS Token. As recently as October 2017, the Ethereum blockchain experienced significant delays in processing block transactions due to extremely high volumes associated with similar token sales around that time. It is not certain whether the Ethereum development community will resolve these technical issues in the future.

3. Unknown Impact of Proposed Changes to Ethereum.

The Ethereum Foundation has laid out a road map for the improvement and development of Ethereum. While some of the future proposals offer promises to known technical issues, it is uncertain when these new improvements will be introduced and whether they will be successful. In particular, proposals to greatly increase blockchain speeds is, at the time of the PRTS Token Sale, not imminent. A proposal to change the mining process from the current Proof-of-Work algorithm to a Proof-of-Stake algorithm will have a yet-to-be-seen impact for the Ethereum network.

4. Prohibitively High Gas Prices for Transactions.

All transactions over the Ethereum blockchain, including the transfer of PRTS Tokens, have a real-world cost in ETH (“Gas”). While at this point in time, Gas prices for basic transactions over the Ethereum network are nominal, there is no certainty that Gas prices will not increase, and thereby make the trading of PRTS Tokens over the Ethereum network commercially unfeasible. In addition, high volumes could lead to very high Gas prices for processing transactions, which would make using the blockchain prohibitively expensive.

5. Ethereum May be Superseded.

While today, in our view, the Ethereum blockchain technology presents the most promising advances in blockchain technology, there is no guarantee that Ethereum will not be supplanted by competing protocols that improve upon the Ethereum technology. The Ethereum technology is open-source, meaning that anyone can copy and disseminate the same code with modifications. It is not known whether the Ethereum platform will become the predominant protocol adopted globally by the industry. If Ethereum is surpassed or superseded, then this could impact the PRTS Token program as usage and adoption declines.

6. Blockchain Risk.

On the Ethereum blockchain, timing of block production is determined by proof of work so block production can occur at random times. For example, ETH that is contributed to the PRTS Token Smart Contract in the final seconds of a distribution period may not get included for that period. Purchaser acknowledges and understands that the Ethereum blockchain may not include Purchaser’s transaction at the time Purchaser expects, and Purchaser may not receive PRTS Tokens the same day Purchaser sends ETH. The Ethereum blockchain is prone to periodic congestion during which transactions can be delayed or lost. Purchaser acknowledges and understands that Ethereum block producers may not include Purchaser’s transaction when Purchaser wants or Purchaser’s transaction may not be included at all.

7. Risk of Hacking and Security Weakness.

PRTS Tokens may be subject to expropriation and/or theft. Hackers or other malicious groups or organizations may attempt to interfere with the SparesHub Smart Contracts or the PRTS Tokens in a variety of ways, including, but not limited to, malware attacks, denial of service attacks, consensus-based attacks, Sybil attacks, smurfing and spoofing. Furthermore, because the Ethereum platform rests on open-source software and PRTS Tokens are based on open-source software, there is the risk that Ethereum smart contracts may contain intentional or unintentional bugs or weaknesses which may negatively affect the PRTS Tokens or result in the loss of Purchaser’s PRTS Tokens, the loss of Purchaser’s ability to access or control Purchaser’s PRTS Tokens, or the loss of ETH in Purchaser’s account. In the event of such a software bug or weakness, there may be no remedy and holders of PRTS Tokens are not guaranteed any remedy, refund, or compensation.

8. Risk of Malfunction in the network.

It is possible that the network malfunctions in an unfavorable way, including one that results in the loss of PRTS Token.

9. Risk of PRTS Mining Attacks.

As with other decentralized cryptographic tokens and cryptocurrencies, the distributed ledger used for the network is susceptible to mining attacks, including double-spend attacks, majority mining power attacks, selfish-mining attacks, and rare condition attacks. Any successful attacks present a risk to the network, PRTS Tokens, and expected proper execution and sequencing of Ethereum contract computations. Despite the efforts of the SparesHub team, the risk of known or novel mining attacks exists. You understand and accept that the network of miners will ultimately be in control of the delivery of PRTS Token via smart contracts and that a majority of miners could agree at any point to make changes, updates, modifications to, or effect a deletion or destruction of the network, and that such a scenario could lead to PRTS Token losing intrinsic value and/or functionality.

10. Uncertain Regulatory Framework.

The regulatory status of cryptographic tokens, digital assets and blockchain 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, blockchain technology, and its applications. Such changes could negatively impact PRTS Tokens in various ways, including, for example, through a determination that PRTS Tokens are regulated financial instruments that require registration or through the imposition of onerous liquidity requirements. SparesHub may cease the distribution of PRTS Tokens, the development of the SparesHub Platform, or cease operations in a jurisdiction in the event that governmental actions make it unlawful or commercially undesirable to continue to do so.

11. Risks Associated with Data Privacy Laws.

There are a number of data protection, security, privacy and other government- and industry-specific requirements, including those that require companies to notify individuals of data security incidents involving certain types of personal data. Security compromises could harm the network's reputation, erode user confidence in the effectiveness of its security measures, negatively impact its ability to attract new users, or cause existing users to stop using the network, which would reduce or diminish the utility of the PRTS Tokens and cause the network to fail.

12. Legal and Regulatory Factors Relating to Our Business Model Might Present Barriers to Success.

SparesHub operates in a new and developing legal and regulatory environment concerning initial token sales, blockchain and smart contracts. There is no established body of law or court decisions in any country concerning blockchain and smart contracts, and the law regarding initial token sales is developing. As a result, it is possible that there could be legal disputes over the interpretation of smart contracts between members of the SparesHub community, thus undermining the attractiveness of smart contracts to SparesHub users. Further, it is difficult to predict how regulators and lawmakers might respond to the use of smart locks and smart contracts in rental relationships. Moreover, the crowdsourced security deposit network or other

aspects of the platform could face regulatory scrutiny or could be determined by regulators to be subject to currently existing or future licensing and/or registration requirements in one or more jurisdictions. To the extent licenses or other authorizations are required in one or more jurisdictions in which SparesHub operates or will operate, there is no guarantee we will be granted such licenses or authorizations. We may also need to change our business model to comply with these licensing and/or registration requirements. Uncertainty in how the legal and regulatory environment will develop could negatively impact SparesHub's business operations and revenue streams, thus posing a risk to the usefulness of the PRTS Tokens you purchased in the PRTS Token Sale.

13. Risk of Government Action.

The use of blockchain technology in the online residential real estate market 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 SparesHub and/or pursue enforcement actions against SparesHub. Such governmental activities may or may not be the result of targeting SparesHub in particular. All of this may subject SparesHub to judgments, settlements, fines or penalties, or cause SparesHub to restructure its operations and activities or to cease offering certain products or services, all of which could harm SparesHub's reputation or lead to higher operational costs, which may in turn have a material adverse effect on the PRTS Tokens and/or the SparesHub Platform.

14. Risk of Fluctuation of Ether or other Currency.

Proceeds of the sale of PRTS Tokens will be denominated in ETH and may be converted into other cryptographic or fiat currencies. If the value of ETH or other currencies fluctuates unfavorably during or after the Sale Period, SparesHub may not be able to fund development in the manner that it intended.

15. Lack of Interest.

It is possible that the network will not be used by a large number of businesses, individuals, and other organizations and that there will be limited public interest in the creation and development of distributed ledger technologies. Because the success of the network depends, in part, on the growth and adoption of the use of Ethereum and other distributed ledger technologies, such a lack of interest could negatively impact PRTS Tokens and the network.

16. SparesHub is Unable to Implement its Future Business Model.

SparesHub's current business model has a solid track record and has assembled a quality team to grow the company. However, it is possible that the company will not be able to successfully implement future components of the business model. If SparesHub is unable to operationalize these features, or the market does not respond positively to them, some or all of the usefulness of the PRTS Tokens you purchased in the PRTS Token Sale may be at risk, despite any corrective actions SparesHub may take.

17. Ability to Transact or Resell.

You may be unable to sell or otherwise transact in PRTS Tokens at any time, or for the price you paid. By using the SparesHub Smart Contracts, or by purchasing PRTS Tokens, you acknowledge, understand and agree that: (a) PRTS Tokens may have no value; (b) there is no guarantee or representation of liquidity for PRTS Tokens; and (c) SparesHub is not responsible for the market value of PRTS Tokens, the transferability and/or liquidity of PRTS Tokens and/or the availability of any market or exchange for PRTS Tokens through third parties or otherwise.

18. PRTS Tokens are Non-Transferable Until Completion of Sale.

You acknowledge and understand that PRTS Tokens are [not transferable until after the end of the Sale Period]. You further acknowledge and understand that PRTS Token reserves the right to terminate the sale process at any time and withdraw any unsold PRTS Tokens from the PRTS Token Sale. Once the PRTS Token Sale has been stopped and subject to applicable vesting periods, PRTS Tokens will become transferable, although this does not mean there will be a market through which you can transfer them.

19. SparesHub May Modify or Stop the Sale at Any Time.

Purchaser acknowledges and understands that SparesHub may modify the timing, sale price, and number of PRTS Tokens available for sale at any time during the Sale Period. Purchaser further acknowledges and understands that SparesHub reserves the right to terminate the sale process at any time and withdraw any unsold PRTS Tokens from the sale process. If the sale process has been stopped prematurely, PRTS Tokens purchased by Purchaser may not be transferable.

20. Exchange and Counterparty Risks.

If you send ETH to the SparesHub Smart Sale Contract from an exchange or account that you do not control, pursuant to the SparesHub Smart Sale Contract, PRTS Tokens will be allocated to the account that has sent ETH; therefore, you may never receive or be able to recover your PRTS Tokens. By using the SparesHub Smart Contracts, and/or by purchasing PRTS Tokens, you acknowledge and agree that you will send ETH to the SparesHub Smart Sale Contract through an exchange account and/or hold PRTS Tokens on a cryptocurrency exchange or with another third party at your own and sole risk.

21. Risks Associated With The PRTS Token Sale.

PRTS Tokens serve a specific function within the SparesHub Platform, which is as a medium of exchange integral to the goods and services being or to be provided by SparesHub and via the SparesHub Platform. PRTS Tokens are not investment products. There should be no expectation of future profit or gain from the Purchase of PRTS Tokens. PRTS Tokens do not represent (i) any equity or other ownership interest in SparesHub, or (ii) any voting or other governance rights in SparesHub. While we do not believe the sale of PRTS Tokens constitutes a public offering of securities in those jurisdictions where the offering is being made, this conclusion is not free from doubt. In addition, public policy towards token sales is evolving, and it is conceivable that regulators may in the future seek to broaden the scope of regulation of token sales. If the PRTS Token Sale becomes subject to registration, prospectus or licensing requirements in a particular jurisdiction, we may be found liable if we have not complied with the applicable registration, prospectus or licensing requirements, and this would delay or

potentially postpone the proposed PRTS Token Sale indefinitely. There are also other risks of participating in any token sale. Risks include turnover in a company's management team, volatility in cryptocurrency markets, the possibility of increasing regulation of cryptocurrency exchanges, the potential for a post facto government investigation of a token sale, suboptimal ability of participants to conduct due diligence on a company undertaking a token sale, and other risks. Potential token buyers should weigh these risks against the possible future benefits before deciding to participate in the PRTS Token Sale.

22. Taxation Risks.

The use of PRTS Tokens as a form of settlement currency may or may not be subject to local income tax, capital gain taxes, VAT, or other forms of taxes. This uncertainty in tax legislation may expose merchants and customers alike to unforeseen future tax consequences associated with the use of PRTS Tokens as a settlement currency, and/or the trading of PRTS Tokens for capital gains.

23. Capital Control Risks.

Many jurisdictions, such as China, impose strict controls on the cross-border flow of capital. Holders of PRTS Tokens may be subject to these regulations and/or arbitrary enforcement of such regulations at any time. This would make the transfer of PRTS Tokens out of the local jurisdiction to overseas exchanges an unlawful activity exposing the user of PRTS Tokens to government fines or other regulatory sanction.

24. Countering the Financing of Terrorism ("CFT") and Anti-Money Laundering ("AML") Regulations.

The United States has issued a series of regulations to combat terrorist financing and money-laundering activities. Many other countries have enacted similar legislation to control the flow of capital for such illicit activities. In the event that licenses, registrations, or other authorizations are required under applicable CFT and/or AML regulations to operate the SparesHub Platform, there is no guarantee that SparesHub will be able to successfully obtain such authorizations. In addition, any illicit use of the PRTS Tokens by bad actors could breach such regulations and seriously impact the global reputation of the SparesHub Platform. In such event, it is conceivable that this could trigger scrutiny by CFT and AML regulators and potentially cause significant disruption to the distribution and circulation of PRTS Tokens.

25. Changes to the SparesHub Platform.

Although SparesHub intends for the SparesHub Platform to have the features and specifications set forth in the White Paper, SparesHub may make changes to such features and specifications for any number of reasons.

26. Reliance on Third Parties.

SparesHub anticipates relying on third parties to develop and build out the Platform. SparesHub may be unable to retain third parties with the requisite expertise, and those it does retain may not adequately perform their obligations under an agreement with SparesHub.

27. Risks Associated with SparesHub's Business.

SparesHub's success depends on its continued innovation to provide new, and improve upon existing, products and services that make its Platform useful for users. As a result, SparesHub must continually invest significant resources in research and development to improve the attractiveness and comprehensiveness of its products and services and effectively incorporate new mobile, internet, blockchain and other technologies into them. If SparesHub is unable to continue offering high-quality, innovative products and services, it may be unable to attract additional users or retain current users, which could harm SparesHub's business, results of operations and financial condition.

In addition, SparesHub's success depends on its ability to continue to attract users to its Platform and enhance their engagement with SparesHub's products and services. SparesHub's existing and potential competitors could devote greater technical and other resources than SparesHub has available, have a more accelerated timeframe for deployment and leverage their existing user bases and proprietary technologies to provide products and services that users might view as superior to SparesHub's offerings. Any of SparesHub's future or existing competitors may introduce different solutions that attract users or provide solutions similar to SparesHub's but with better branding or marketing resources. If SparesHub is not able to continue to attract users to its Platform, SparesHub's business, results of operations and financial condition would be harmed. SparesHub's future success also substantially depends on the continued use of the internet as the primary medium for the spare parts marketplace. For any number of reasons, internet use may not continue to develop as SparesHub anticipates. If users begin to access real estate information through other media and SparesHub fails to innovate, its business, results of operations and financial condition may be negatively impacted.

28. Risks Associated with SparesHub Intellectual Property.

SparesHub considers any technology that it develops to be proprietary. Our ability to compete depends in part upon our ability to protect our rights to the technology that we develop. SparesHub will also rely on trademark, copyright and trade secret law to protect its rights. However, these laws offer only limited protection. In addition, other countries may provide SparesHub with little to no intellectual property right protection. As the number of distributed ledger products and services available to consumers increase, and as the uses of such products and services overlap, companies in the industry may become subject to additional intellectual property disputes. Any litigation to protect our intellectual property rights would be expensive, time consuming, and unpredictable. Such litigation could adversely affect our business, including our financial condition, regardless of the outcome. There can be no assurances that any steps taken to protect intellectual property rights will be successful in deterring misappropriation or independent third-party development of our technology. Similarly, third parties may assert infringement and misappropriation claims against us. Regardless of the merit, these actions could distract management from our business and adversely affect our financial condition and operating revenues. SparesHub may need to enter into confidentiality agreements with its consultants, business partners and investors in an attempt to protect SparesHub's proprietary rights. Nevertheless, these attempts to protect our proprietary rights may be inadequate. If SparesHub is unable to protect its intellectual property, the utility of the Tokens may decline or diminish and the network may fail.

29. Unanticipated Risks.

Cryptographic tokens such as PRTS Tokens are a new and untested technology. In addition to the risks included in this Exhibit B, there are other risks associated with your Purchase, holding and use of PRTS Tokens, including those that SparesHub cannot anticipate.

30. Sale of business Risks.

In the event of a sale, transfer or other disposal of the shares or assets of (i) the Company; or (ii) the SparesHub Companies, the SparesHub Platform may not be developed or operated and PRTS Tokens may not have the functionality or utility intended or otherwise described in these Terms & Conditions or in the White Paper. A prospective buyer of the Company or the SparesHub Companies may decide not to develop or operate the SparesHub Platform or assign a functionality to PRTS Tokens in a manner not otherwise envisaged by the existing management team of the Company or the SparesHub Companies.

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