



Gilgamesh

Knowledge Platform

TOKEN PURCHASE AGREEMENT

January 12, 2018

GILGAMESH PLATFORM

TERMS OF SALE: TOKENS

Last Updated: January 19, 2018

PLEASE READ THESE TERMS OF SALE CAREFULLY. NOTE THAT SECTION 15 CONTAINS A BINDING ARBITRATION CLAUSE AND CLASS ACTION WAIVER, WHICH MAY AFFECT YOUR LEGAL RIGHTS. IF YOU DO NOT AGREE TO THESE TERMS OF SALE, DO NOT PURCHASE THESE TOKENS.

Your purchase of Gilgamesh Tokens ("**GIL**") during the GIL token sale ("**Token Sale**") from Skiral, Inc. aka Gilgamesh ("**Company**," "**we**," "**us**," "**ours**") is subject to these Terms of Sale ("**Terms**"). Each of you and Company is a "**Party**," and together constitute the "**Parties**."

By purchasing GIL from us during the Token Sale, you will be bound by these Terms and all terms incorporated by reference. If you have any questions regarding these Terms, please contact us at tokensale@gilgameshplatform.com

You and the Company agree as follows:

1. Purpose and Use of GIL

- (a) Company is developing the Gilgamesh Platform, as described further in **Exhibit A**.
- (b) GIL are blockchain-based ERC20 standard tokens designed and intended for users of the Gilgamesh Platform to obtain services from Company and other Gilgamesh Platform users (collectively, the "**Token Function**"). Important additional details regarding Token Function are provided in **Exhibit A**.
- (c) Purchase, ownership, receipt or possession of GIL carries no rights, express or implied, other than the right to use GIL in connection with Token Function. You understand and accept that GIL do not necessarily represent or confer any ownership right or stake, share or security or equivalent rights, or any right to receive future revenue shares, intellectual property rights or any other form of participation in or relating to Company and its corporate affiliates, including the governance of Company and its corporate affiliates, subject to limitations and conditions in these Terms. GIL are not intended to be a digital currency, commodity or any similar kind of financial instrument.

2. Eligibility

In order to be eligible to participate in the Token Sale, you must:

- (a) Be at least 18 years of age;
- (b) Comply with all the terms and conditions set forth in these Terms;
- (c) Complete the Registration process, as described in more detail in **Exhibit B**. The Registration process is mandatory and requires you to (i) provide all information we request during the

Registration process (“**Registration Information**”) and (ii) have an ERC20-compatible Ethereum wallet (a “**Purchaser Wallet**”);

- (d) Receive a confirmation email from us that, based on our review of your Registration Information, you have been approved to purchase GIL in the Token Sale; and Fund your Purchaser Wallet with an amount of Ether sufficient to allow you to complete your purchase of GIL pursuant to these Terms.

3. Scope of Terms

Unless otherwise stated herein, these Terms govern only your purchase of GIL from us during the Token Sale. Company will have no responsibility for the use of GIL after GIL are sold.

4. Cancellation; Refusal of Purchase Requests

Your purchase of GIL from us during the Token Sale 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 GIL purchase requests at any time in our sole discretion.

5. Token Sale Procedures and Specifications

Important information about the procedures and material specifications of the Token Sale is provided in **Exhibit B**. By purchasing GIL, you acknowledge that you have read and understand **Exhibit B**.

6. Acknowledgment and Assumption of Risks

You acknowledge and agree that there are risks associated with purchasing GIL, owning GIL, and using GIL in connection with Token Function, as disclosed and explained in **Exhibit C**. If you have any questions regarding these risks, please contact us at tokensale@gilgameshplatform.com. BY PURCHASING GIL, YOU EXPRESSLY ACKNOWLEDGE AND ASSUME THESE RISKS.

7. Security

You will implement and assume responsibility for implementing reasonable measures for securing your Purchaser Wallet and any other wallet or vault you use to hold GIL you purchase from us, including any requisite private keys or other credentials necessary to access your Purchaser Wallet or other wallet or vault. Notwithstanding any other provision of these Terms, we will not be responsible or liable for any damages, losses, costs, penalties, fines or expenses arising out of or relating to (i) your failure to implement reasonable measures to secure your Purchaser Wallet or any other wallet or vault you use to hold GIL or the relevant access credentials, (ii) the loss of, tampering with, circumventing or unauthorized use of any of the access credentials to your Purchaser Wallet or any other wallet or vault you use to hold GIL, (iii) any security breach affecting the security of your Purchaser Wallet or any other wallet or vault you use to hold GIL or (iv) the loss of GIL from your Purchaser Wallet or any other wallet or vault you use to hold GIL.

8. Registration Information; Privacy Policy

Please refer to our Token Sale Privacy Policy at <https://static.gilgameshplatform.com/pdf/gilgamesh-privacy-policy.pdf> for information about how we collect, use and disclose your Registration Information and other information collected through <https://www.gilgameshplatform.com/>

9. Taxes

Any amounts that you pay for GIL are exclusive of all applicable taxes. You are responsible for determining what, if any, taxes apply to your purchase of GIL, including, for example, sales, use, value added, and similar taxes. It is 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 GIL.

10. Representations and Warranties

You represent and warrant that:

- (a) You have a sufficient technical understanding of cryptographic tokens (including GIL and Ether), ERC20 tokens and Ethereum network, distributed networks token storage mechanisms (including your Purchaser Wallet), and blockchain technology in general to understand these Terms and to appreciate the risks and implications of purchasing GIL;
- (b) You have read and understand the terms and conditions of these Terms (including all exhibits which are part of these Terms);
- (c) You have obtained sufficient information about GIL to make an informed decision to purchase GIL;
- (d) You understand, acknowledge and assume the restrictions and risks associated with the purchase, holding and use of GIL as set forth herein, including, but not limited to, the risks explained and disclosed in Section 6 and **Exhibit C**;
- (e) You understand that GIL are intended to be used only in connection with Token Function, and may not confer rights of any form with respect to Company or its corporate affiliates, including, but not limited to, any ownership, voting, distribution, redemption, liquidation, proprietary (including all forms of intellectual property), or other financial or legal rights;
- (f) You are purchasing GIL solely for use in connection with Token Function and are not purchasing GIL for any other purposes, including, but not limited to, any speculative or other financial purposes;
- (g) You understand and acknowledge that the Company is not registered with or licensed by any financial regulatory authority. Accordingly, no financial regulatory authority has passed upon the contents of these Terms or the merits of purchasing GIL, nor have these Terms been filed with, or reviewed by, any financial regulatory authority;
- (h) You understand that Company does not and cannot guarantee that the GIL token will be listed on a cryptocurrency exchange at any time.

- (i) All Registration Information you have provided is complete and accurate;
- (j) You are at least 18 years of age;
- (k) Your purchase of GIL complies with applicable laws and regulations in your jurisdiction, including, but not limited to, (i) legal capacity and any other applicable legal requirements in your jurisdiction for purchasing GIL, using GIL, and entering into contracts with us, (ii) any foreign exchange or regulatory or import/export restrictions applicable to such purchase, and (iii) any governmental or other consents that may need to be obtained;
- (l) You hereby certify that you are not (i) a citizen or resident of a geographic area in which purchase, holding or use of GIL or similar tokens is prohibited by applicable law, decree, regulation, treaty, or administrative act, (ii) a citizen or resident of, or located in, a geographic area that is subject to U.S. or other applicable sanctions or embargoes, or (iii) an individual, or an individual employed by or associated with an entity, identified on the U.S. Department of Commerce's Denied Persons or Entity List, the U.S. Department of Treasury's Specially Designated Nationals List, the U.S. Department of State's Debarred Parties List or other applicable sanctions lists. You hereby represent and agree that if your country of residence or other circumstances change such that the above representations are no longer accurate, you will immediately notify Company and cease using GIL. You agree that you will not knowingly sell or otherwise transfer GIL to a party subject to U.S. or other applicable sanctions;
- (m) If you are purchasing GIL on behalf of any entity, (i) you are authorized to accept these Terms and to act on such entity's behalf, (ii) such entity will be responsible for breach of these Terms by you or
- (n) any other employee or agent of such entity (references to "you" in these Terms refer to you and such entity, jointly), and (iii) such entity is duly organized and validly existing under the applicable laws of the jurisdiction of its organization;
- (o) You will not use GIL or the Gilgamesh Platform in connection with any activity that violates applicable laws in any relevant jurisdiction, including, but not limited to, use of GIL or the Gilgamesh Platform in connection with transactions that violate U.S. federal or state securities or commodity laws;
- (p) You will at all times maintain control of your Purchaser Wallet, and you will not share or disclose the account credentials associated with your Purchaser Wallet with any other party. If you transfer GIL from your Purchaser Wallet into another wallet or vault, you will likewise at all times maintain control of such other wallet or vault, and you will not share or disclose the account credentials associated with such other wallet or vault with any other party;
- (q) You will comply with any applicable tax obligations in your jurisdiction arising from your purchase of GIL; and
- (r) You understand and acknowledge that title to, and risk of loss of, GIL you purchase from Company passes from Company to you in the United States.

11. Indemnification

To the fullest extent permitted by applicable law, you will indemnify, defend and hold harmless Company and our respective past, present and future employees, officers, directors, contractors, consultants, equity holders, suppliers, vendors, service providers, parent companies, subsidiaries, affiliates, agents, representatives, predecessors, successors and assigns (the “Company Parties”) from and against all claims, demands, actions, damages, losses, costs and expenses (including attorneys’ fees) that arise from or relate to: (i) your purchase or use of GIL, (ii) your responsibilities or obligations under these Terms, (iii) any breach by you of these Terms, or (iv) any infringement or violation by you of any rights of, or laws or regulations applicable to, any other person or entity.

Company reserves the right to exercise sole control over the defense, at your expense, of any claim subject to indemnification under Section 11(a). This indemnity is in addition to, and not in lieu of, any other indemnities set forth in a written agreement between you and Company.

12. Disclaimers

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW AND EXCEPT AS OTHERWISE SPECIFIED IN A WRITING BY US, (A) GIL ARE SOLD ON AN “AS IS” AND “AS AVAILABLE” BASIS WITHOUT WARRANTIES OF ANY KIND, AND WE EXPRESSLY DISCLAIM ALL IMPLIED WARRANTIES AS TO GIL, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT; (B) WE DO NOT REPRESENT OR WARRANT THAT GIL ARE RELIABLE, CURRENT OR ERROR-FREE, MEET YOUR REQUIREMENTS, OR THAT DEFECTS IN GIL WILL BE CORRECTED; AND (C) WE CANNOT AND DO NOT REPRESENT OR WARRANT THAT GIL OR THE DELIVERY MECHANISM FOR GIL ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

Some jurisdictions do not allow the exclusion of certain warranties or disclaimer of implied terms in contracts with consumers, so some or all of the exclusions of warranties and disclaimers in this Section 12 may not apply to you.

13. Limitation of Liability

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW: (I) IN NO EVENT WILL COMPANY OR ANY OF THE COMPANY PARTIES BE LIABLE FOR LOSS OF PROFITS OR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR OTHER LOSS OF ANY KIND (INCLUDING, BUT NOT LIMITED TO, WHERE RELATED TO LOSS OF REVENUE, INCOME OR PROFITS, LOSS OF USE OR DATA, OR LOSS FOR BUSINESS INTERRUPTION) ARISING OUT OF OR IN ANY WAY RELATED TO THE SALE OR USE OF GIL OR OTHERWISE RELATED TO THESE TERMS, REGARDLESS OF THE FORM OR CAUSE OF ACTION, WHETHER BASED IN CONTRACT, TORT, OR ANY OTHER LEGAL OR EQUITABLE THEORY (EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHETHER SUCH LOSS WERE FORESEEABLE); AND (II) IN NO EVENT WILL THE AGGREGATE LIABILITY OF COMPANY AND THE COMPANY PARTIES (JOINTLY) FOR ANY LOSS ARISING OUT OF OR RELATING TO THESE TERMS OR THE USE OF OR INABILITY TO USE GIL, EXCEED THE AMOUNT YOU PAY TO US FOR GIL.

THE LIMITATIONS SET FORTH IN SECTION 13(A) WILL NOT LIMIT OR EXCLUDE LIABILITY FOR FRAUD OR WILLFUL DEFAULT OF COMPANY.

14. Release

To the fullest extent permitted by applicable law, you release Company and the other Company Parties from responsibility, liability, claims, demands and damages (actual and consequential) of every kind and nature, known and unknown (including, but not limited to, claims of negligence), arising out of or related to disputes between users and the acts or omissions of third-parties. **You expressly waive any rights you may have under any other statute or common law principles that would otherwise limit the coverage of this release (including similar laws in other applicable jurisdictions) to include only those claims which you may know or suspect to exist in your favor at the time of agreeing to this release.**

15. Dispute Resolution; Arbitration

PLEASE READ THE FOLLOWING SECTION CAREFULLY BECAUSE IT CONTAINS ADDITIONAL PROVISIONS APPLICABLE ONLY TO INDIVIDUALS RESIDENT OR DOMICILED IN THE UNITED STATES. IF YOU ARE RESIDENT OR DOMICILED IN THE UNITED STATES, THIS SECTION REQUIRES YOU TO ARBITRATE CERTAIN DISPUTES AND CLAIMS WITH COMPANY AND LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF FROM US. IF YOU ARE RESIDENT OR DOMICILED OUTSIDE THE UNITED STATES, THIS SECTION DOES NOT APPLY TO YOU AT ALL AND FORMS NO PART OF OUR AGREEMENT WITH YOU.

- (a) **Binding Arbitration.** 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 Company (i) waive your and Company’s respective rights to have any and all Disputes arising from or related to these Terms resolved in a court, and (ii) waive your and Company’s respective rights to a jury trial. Instead, you and Company will 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).
- (b) **No Class Arbitrations, Class Actions or Representative Actions.** Any Dispute arising out of or related to these Terms is personal to you and 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 where an individual attempt 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.
- (c) **Federal Arbitration Act.** These Terms affect interstate commerce and the enforceability of this Section 15 will be both substantively and procedurally governed by and construed and enforced in accordance with the Federal Arbitration Act, 9 U.S.C. § 1 et seq. (the “**FAA**”), to the maximum extent permitted by applicable law.
- (d) **Notice; Informal Dispute Resolution.** Each Party will notify the other Party in writing of any Dispute within 30 days of the date it arises, so that the Parties can attempt in good faith to resolve the Dispute informally. Notice to Company shall be sent by e-mail to Company at support@gilgameshplatform.com We may provide notice to you via email to the email address you provide in connection with Registration. 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 Company cannot agree how to resolve the Dispute within 30 days after the date notice is received by the applicable Party, then either you or 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(a), file a claim in court.

- (e) Any arbitration will occur in San Jose, California, USA. Arbitration will be conducted confidentially by a single arbitrator in accordance with the rules of the Judicial Arbitration and Mediation Services (“**JAMS**”), which are hereby incorporated by reference. The state and federal courts located in the state of California will have exclusive jurisdiction over any appeals and the enforcement of an arbitration award. You may also litigate a Dispute in the small claims court located in the county where you reside if the Dispute meets the requirements to be heard in small claims court.
- (f) **Authority of Arbitrator.** As limited by the FAA, these Terms and the applicable JAMS rules, 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 arbitral, 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 action, which is prohibited by these Terms. 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.
- (g) **Rules of JAMS.** The rules of JAMS and additional information about JAMS are available on the JAMS website. By agreeing to be bound by these Terms, you either (i) acknowledge and agree that you have read and understand the rules of JAMS, or (ii) waive your opportunity to read the rules of JAMS and any claim that the rules of JAMS are unfair or should not apply for any reason.
- (h) **Severability of Dispute Resolution; Arbitration.** If any term, clause or provision of this Section 15 is held invalid or unenforceable, it will be so held to the minimum extent 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(b) are severable from the other provisions of these Terms and will remain valid and enforceable, except as prohibited by applicable law.

16. Governing Law and Venue

These Terms will be governed by and construed and enforced in accordance with the laws of the state of California, United States of America, without regard to conflict of law rules or principles that would cause the application of the laws of any other jurisdiction. Any Dispute between the Parties arising out or relating to these Terms or its subject matter or formation (including non-contractual Disputes of claims) will be resolved in the courts of the state of California, except where Section 15 applies to you because you are resident or domiciled in the United States in which case any such dispute must be resolved in accordance with Section 15.

17. Severability

If any term, clause or provision of these Terms is held unlawful, void or unenforceable, then that term, clause or provision will be severable from these Terms 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 these Terms.

18. Disruption Event

In the event of a Disruption Event, we have the right to suspend the Token Sale. If we elect to suspend the Token Sale, we will publicly announce the suspension as soon as reasonably practicable and, prior to resuming the Token Sale, we will announce the resumption at least three hours in advance. If we suspend the Token Sale for a period of time (the “**Suspension Period**”) pursuant to this Section 18, we will determine in our sole discretion whether to (i) nevertheless end the Token Sale on the scheduled Token Sale End Date (as defined in **Exhibit B**) or (ii) extend the Token Sale for a period equal to the Suspension Period. We will provide notice of our election in this regard in the public announcements of the resumption of the Token Sale following the Suspension Period. A “**Disruption Event**” means (i) any event or occurrence that causes a disruption in the functionality of the Ethereum blockchain, and such disruption has an adverse effect on the processing time for Ethereum blockchain transactions, (ii) any event or occurrence that causes a disruption in the functionality of the smart contracts or other software used in connection with the Token Sale and such disruption has an adverse effect on the implementation of the Token Sale, (iii) a change in the price of Ether of 20% or more in any 24-hour period, or (iv) any compromise of security that has or in our sole good faith determination may have an adverse impact on the Token Sale.

19. Modification of Terms

We have the right to modify these Terms if we reasonably believe that such modifications are necessary to comply with applicable laws or regulations or to address technical or factual inaccuracies. If we make changes, we will post the amended Terms at <https://gilgameshplatform.com> and update the “Last Updated” date above. We may also, and at our sole discretion, provide notice to you via email to the email address you provide during Registration. The amended Terms will be effective immediately, and your continued participation in the Token Sale, or continued use or holding of GIL you purchase in the Token Sale, as applicable, shall constitute your acceptance of the modified Terms.

20. Miscellaneous

These Terms constitute the entire agreement between you and us relating to your purchase of GIL from us. Our failure to exercise or enforce any right or provision of these Terms will not operate as a waiver of such right or provision. We will not be liable for any delay or failure to perform any obligation under these Terms where the delay or failure results from any cause beyond our reasonable control. We may assign our rights and obligations under these Terms. Purchasing GIL from us does not create any form of partnership, joint venture or any other similar relationship between you and us. Except as otherwise provided in herein, these Terms are intended solely for the benefit of you and us and are not intended to confer third-party beneficiary rights upon any other person or entity. You agree and acknowledge that all agreements, notices, disclosures, and other communications that we provide to you, including these Terms, may be provided in electronic form.

Exhibit A

Description of Company, the Gilgamesh Platform and GIL

Details regarding an overview of Company and affiliates, transactions on the Gilgamesh Platform, the use of GIL for Token Function, and Company's anticipated development roadmap are described in the "Gilgamesh Whitepaper," dated August 2017 ("**Whitepaper**"), which is available at: <https://static.gilgameshplatform.com/pdf/whitepaper.pdf>

Although Company intends for the Gilgamesh Platform and GIL to function in the manner generally described above, it reserves the right to modify features, functionalities or ongoing development plans in its sole and absolute discretion. Moreover, the information provided in the Whitepaper is provided for illustrative and descriptive purposes only, does not form part of these Terms unless expressly incorporated herein, and is subject to modification by Company in its sole and absolute discretion.

Exhibit B

Token Sale Procedures and Specifications

1. Total Number of GIL to be Created and Sold

Company is creating maximum of 72 million (72,000,000) GIL during the Token Sale. The allocation of these GIL is expected to be associated with both the Token Sale, as well as post-Token Sales activities:

Tokens will get minted by an ERC20 standard smart contract on the Ethereum Main net.

Token Sale (maximum of 18 million GIL). Minimum investment of 0.1 ETH is required.

25% of the amount created (maximum of 18 million GIL) will be made available for sale in the Token Sale ("Sale GIL");

The token sale will run approximately for 10 weeks. It will start at Ethereum block number 4913635 and will end at block number 5306365

The time is calculated based average block time multiplied by the number of blocks.

Token purchasers will receive additional GIL tokens as a bonus if they participate in the following date ranges:

Week Number	Bonus %	Start Block #	End Block #
Week 1	27%	4913635	4952907
Week 2	24%	4952908	4992180
Week 3	21%	4992181	5031453
Week 4	18%	5031454	5070726
Week 5	15%	5070727	5109999
Week 6	12%	5110000	5149272

Week 7	9%	5149273	5188545
Week 8	6%	5188546	5227818
Week 9	3%	5227819	5267091
Week 10	0%	5267092	5306364

5% of the amount created (maximum of 3.6 million GIL) will be made available as an additional incentive for the early contributors (e.g., advisors, consultants, bounty recipients). Tokens will be locked up from 1 to 6 months after the close of the token sale.

Post-Token Sale

30% of GIL tokens (maximum of 21.6 million GIL) will be allocated to Gilgamesh users over six years;

20% of GIL tokens (maximum of 14.4 million GIL), vested over two years with a six-month cliff, will be allocated to the Company's founder(s)

20% of GIL tokens (maximum of 14.4 million GIL) will be allocated to the Gilgamesh Platform and Skiral Inc., with a 1.5. year lock-up on these tokens

2. Commencement and Duration of Token Sale

The Token Sale is currently scheduled to begin on or about January 15, 2018 at 8:00AM PST (or when the number of blocks in the Ethereum networks is at #4913635), and to end (i) when 18 million tokens has been sold or 12,500 ETH have been raised; or (ii) on or about March 26th, 2018 at 8:00AM PST, or (iii) the number of blocks in the Ethereum network is at #5306365, whichever is earlier (of (i) or (ii), the "Token Sale End Date"). If any Sale GIL remain unsold after the Token Sale End Date, Company anticipates not minting them at all.

If less than 1,250 Ether and 1.5 million dollars has been sold by the Token Sale End Date, Company will return all Ether paid for GIL to the token purchasers.

3. GIL Price

The ETH price for the token auction is calculated based on ETH's market price in the past 10 days, 1 Ether is equal to 1,200 GIL Tokens. Price fluctuations in ETH during the auction period will not affect this price.

4. Registration and Other Procedures for Buying GIL in the Token Sale

To participate in the Token Sale, you must have (i) completed a registration process ("Registration") when made available by us at <https://gilgameshplatform.com/> and (ii) received a confirmation email from us that, based on our review of the Registration Information you provide during Registration, you have been approved to purchase GIL in the Token Sale. We reserve the right to request additional Registration Information, and to deny or revoke approvals to purchase GIL in the Token Sale, at our sole and absolute discretion.

Before purchasing GIL in the Token Sale, you will be required to review, agree to, and comply with these Terms.

During the Token Sale, the GIL smart contract address will only accept Ether from, and send GIL to, verified ERC-20 compatible Purchaser Wallets with adequate Ether balances belonging to persons who have completed Registration. Ether must be sent to the GIL smart contract address during the Token Sale in order to purchase and receive GIL. Sending Ether to any other address may result in loss of Ether. Attempted transactions to purchase GIL will be rejected if Ether is sent to the GIL smart contract address at any time before or after the Token Sale.

Although GIL will be delivered to Purchaser Wallets at the time of purchase, the GIL smart contract will restrict subsequent transfers of such GIL until the Know Your Customer (“KYC”) verification has been completed which can take up to several weeks. The GIL smart contract will be deployed by Company from the United States. As such, you acknowledge that title to, and risk of loss of, GIL delivered by the smart contract passes from Company to you in the United States.

5. Use of Proceeds from GIL Token Sale

The proceeds of the Token Sale are intended to be used for the ongoing development of the Gilgamesh Platform and associated open-source software tools for users and developers to leverage the Gilgamesh Platform, as outlined in the Company’s Whitepaper (referenced in Exhibit A). However, there are no restrictions on how the Company may use the proceeds of the Token Sale. As noted above, the Whitepaper is provided for illustrative and descriptive purposes only, does not form part of these Terms unless expressly incorporated herein, and is subject to modification by Company in its sole and absolute discretion.

Exhibit C

Certain Risks Relating to Purchase, Sale, and Use of GIL

1. Legal Aspects of the Initial Token Offering (“ITO”)

We have thoroughly examined the legal and regulatory requirements and implications of doing an ITO. We have identified the following important issues and have decided to take necessary and prudent steps to comply with relevant rules and regulations to minimize the risks associated with these issues:

Whether the GIL token is a security under the Howey test
Anti-Money Laundering (AML) and Know Your Customer (KYC) requirements

This list of legal and regulatory issues is not intended to be comprehensive, though it does cover the most important compliance and policy matters.

After detailed and careful analysis of the features of the GIL token and potentially relevant laws and regulations, we have made several decisions about these issues. An application of the Howey test to the GIL token indicates that it is unlikely to be a security. We will also evaluate the applicability of other laws, such as broker-dealer regulations and prohibitions against pump and dump schemes, and follow them in executing the ITO.

Second, Gilgamesh will follow AML/KYC procedures in the ITO and beyond. Gathering participant information in a manner consistent with, or as required by, KYC regulations will ensure that the ITO follows relevant compliance requirements.

2. Risks of Participating in the ITO

Although there are many reasons to be optimistic about Gilgamesh's prospects, purchasers of GIL tokens in the ITO should consider potential risks of participation.

- **Gilgamesh Cannot Successfully Implement its Business Model.** Gilgamesh's business model has a solid start and has assembled a strong team to grow the company. However, the company might not be able to implement successfully future components of the business model. If Gilgamesh is unable to operationalize these features or achieve the milestones described herein, or the market does not respond positively to them, the entire amount a participant spends in the ITO may be at risk, despite any responsive actions Gilgamesh may take.
- **Legal and Regulatory Factors Might Present Barriers to Success.** Gilgamesh operates in a new and developing legal and regulatory environment concerning blockchain and smart contracts. There is no established body of law or court decisions in any country concerning blockchain and smart contracts. As a result, there could be legal disputes over the interpretation of smart contracts between members of the Gilgamesh community, thus undermining the attractiveness of smart contracts and the democratic voting systems to Gilgamesh token holders. Further, it is difficult to predict how regulators and lawmakers might respond to Gilgamesh's innovations. Uncertainty in how the legal and regulatory environment will develop could negatively impact Gilgamesh's ability to achieve its milestones. Also, there is a possibility that the Securities and Exchange Commission could deem the GIL token to be a security after the ITO. Such a decision could alter how the GIL token can be redeemed, sold, or transferred. Finally, the CFTC or other regulatory agencies could claim jurisdiction over the GIL token with unknown consequences for the Gilgamesh community.

Gilgamesh's Technological Platform and Investor Base Could be Compromised. While Gilgamesh will conduct security audits to the best of its ability and its infrastructure is constructed on secure blockchain technology, its platform may be a target of hacking which could compromise the integrity and value of the GIL tokens. Similarly, token purchasers may misrepresent themselves in order to purchase GIL tokens and gain access to the network. While Gilgamesh will comply with applicable legal requirements, it cannot be responsible for the activities of these purchasers whose presence may negatively affect the performance of the platforms Gilgamesh is striving to build.

The Business Environment and Management of Gilgamesh May Change. The information in this Whitepaper may change as factors such as technology, the competitive landscape in the industry vertical where the company competes, consumer preferences, and security threats change—sometimes in unpredictable ways. Similarly, personnel at Gilgamesh might turn over, thereby impacting the direction of the company in either positive or negative ways.

The GIL Token Might Not be Liquid and its Market Value is Uncertain. Although the GIL token is intended to be used for economic transactions as described in this whitepaper, some holders of the GIL token may participate in the ITO so they can buy and sell the GIL token on cryptocurrency exchanges for primarily investment or speculative purposes. However, we do not and cannot guarantee that the GIL token will be listed on a cryptocurrency exchange at any time. Whether or not the GIL token is listed on any

cryptocurrency exchange, the market value of the token is uncertain and cannot be guaranteed at any level. Therefore, the entire dollar amount of your purchase of GIL tokens could be illiquid and decrease in value. You should not participate in the ITO with any expectation that the GIL token will be liquid or that its value will increase in the future.

There are also risks of participating in any ITO. Such risks include volatility in cryptocurrency markets, the possibility of increasing regulation of cryptocurrency exchanges, the potential for a post facto government investigation of the ITO, a suboptimal ability of participants to conduct due diligence on the company issuing tokens in the ITO, and others. Potential participants should weigh these risks against the possible future benefits before deciding to participate in the Gilgamesh ITO.

3. Unanticipated Risks

Cryptographic tokens such as GIL are a new and untested technology. In addition to the risks included in this **Exhibit C**, there are other risks associated with your purchase, holding and use of GIL, including those that the Company cannot anticipate. Such risks may further materialize as unanticipated variations or combinations of the risks discussed in this **Exhibit C**.