

TERMS OF CHO TOKEN SALE

Last updated: January 20, 2022

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

This document acts as an agreed upon Terms of Token Sale (“Terms”) between you (“Purchaser,” “You”) and Charism LLC (“Choise.com” “Company,” “we,” or “us”). You accept these Terms when you purchase Charism’s CHO tokens (“**CHO Tokens**”).

By purchasing CHO Tokens from us, you will be bound by these Terms and all terms incorporated by reference. If you have any questions regarding these Terms, please contact a CHO Tokens sales team at support@choise.com.

You and the Company agree as follows:

1. **Purchase of CHO Tokens.** Subject to the Terms of Service and these Terms, the Company agrees to sell to you and you agree to purchase from Company a specific number of CHO Tokens at the price listed herein depending on the stage of purchase:

release schedule & sale options

\$1.8m • seed

CHO price: \$0.03
Fully diluted cap: \$30M

Lockup: 12-months lock followed by linear vesting over 24 months

\$2m • private

CHO price: \$0.05
Fully diluted cap: \$50M

Lockup: 12-months lock followed by linear vesting over 24 months

\$175k • strategic round

CHO price: \$0.07
Fully diluted cap: \$70M

Lockup: 10% initial unlock, the remaining has a 6-months lock followed by linear vesting over 12 months

\$300k • community pre-sale

CHO price: \$0.1
Fully diluted cap: \$100M

Lockup: 12-months lock followed by linear vesting over 12 months

\$525k • community sale

CHO price: \$0.15
Fully diluted cap: \$150M

Lockup: 15% initial unlock, the remaining has a 6-months lock followed by linear vesting over 6 months

\$650k • IDO

CHO price: \$0.2
Fully diluted cap: \$200M

Lockup: 25% initial unlock, the remaining has linear vesting over 3 months

\$1.515m • last call round

Average CHO price: \$0.14
Fully diluted cap: \$140m

Lockup: 0,69% initial unlock, the remaining has a 6-month lock followed by vestings over 18 months

	% tot. supply	amount	initial unlock %	initial unlock	lockup month	following release
Seed	6%	60 000 000	0%	0	12	24
Private	4%	40 000 000	0%	0	12	24
Strategic round	0,25%	2 500 000	10%	250 000	6	12
Community pre-sale	0,30%	3 000 000	0%	0	12	12
Community sale	0,35%	3 500 000	15%	525 000	6	6
IDO	0,325%	3 250 000	25%	812 500	0	3
Team	8%	80 000 000	0%	0	12	48
Core contributors	2%	20 000 000	0%	0	12	48
Foundation	23,94%	239 395 000	on-demand	0	0	24
CRPT Airdrop	10%	100 000 000	0%	0	12	36
Incentivization	43,775%	437 750 000	0,0857%	375 000	12	48
Last call round	1,0605%	10 605 000	0,693069%	73 500	6	18
		1 000 000 000		2 036 000		

2. **Scope of Terms.**

(a) Unless otherwise stated, these Terms govern purchase of CHO Tokens from the Company during sale period determined herein. Any payment received by the Company after the end of the Sale Period will be accepted only if it was originated during the Sale Period. Company may request to provide evidence of payment from Purchaser. No payment will be accepted when the Stage Cap is reached.

(b) Any use of CHO Tokens will be governed primarily by other applicable terms and policies, [which will be available on the www.choise.com or affiliated sites upon the distribution of the CHO Tokens] (collectively, “Charism Terms of Use”). The Charism Terms of Use may change from time to time at the Company’s sole discretion with the amended version posted instead of the previous version.

(c) To the extent of any conflict with these Terms, the Charism Terms of Use shall control with respect to any issues relating to the use of CHO Tokens.

3. **Purchase Procedure.** Purchase procedure will largely depend on the time of transfer of the funds for the purpose of the token purchase:

(a) Sale of CHO Tokens during stages “**seed**”, “**private**” and “**strategic round**” will be offered among closed pool of purchasers chosen by the Company at the time determined by it. The deal is made by conclusion of Simple Agreement for Future Token between you and the Company.

(b) Purchase of CHO Tokens during stages “**last call round**”, “**community pre-sale**” and “**community sale**” (is made by means of Company’s launchpad/deposit); and “**IDO**” (by means of third-part launchpad) will be announced on the Company’s website once these stages begin at the time determined by the Company.

4. **Date of Distribution.**

Tokens purchased at **Seed and private stages** will be distributed 12 months after the sale by several portions during 24 months.

Tokens purchased at **Strategic stage** will be distributed 12 months after the sale by several portions during 12 months.

Tokens purchased at **Community pre-sale stage** will be distributed 12 months after the sale by several portions during 12 months.

Tokens purchased at **Community sale stage** will be distributed as follows: 15% - immediately after purchase and 85% - 1 months later the purchase by several portions during 6 months.

Tokens purchased at **last call round** stage will be distributed through the NFT as follows, part of the tokens will be received immediately after publication, part of the tokens will have the following options: 6/9/12 Lock Up period; portions vesting during 3/6/9/12 months.

Tokens purchased at **IDO stage** will be distributed as follows: 25% - during the first month after purchase and 75% - during 3 months by equal portions with every new Ethereum block.

5. **Receipt of CHO Tokens.** On the date of distribution, purchased CHO Tokens will be distributed by Company to the Wallet of the Purchaser mentioned in Simple Agreement for Future Tokens or to the Wallet created on a platform during community pre-sale, community sale and IDO stages. Failure to provide a correct address of the Wallet will result in the loss of purchased CHO Tokens, which shall be the sole responsibility of the Purchaser. Failure to provide the Wallet or to complete its set up, will delay the withdrawal of the purchased CHO Tokens, which shall be a sole responsibility of Purchaser. Purchaser shall be responsible for implementing reasonable measures for securing the Wallet, vault or other storage mechanism Purchaser decides to use to receive and hold Tokens, including any requisite private key(s) or other credentials necessary to access such storage mechanism(s). If Purchaser’s private key(s) or other access credentials are lost, Purchaser may lose access to the purchased CHO Tokens. Company shall not be responsible for any such losses.

6. **Terms and Conditions of CHO Token.** The CHO Token terms and conditions are as set forth at www.choise.com, which terms are incorporated hereto by reference.

7. **Cancellation; Refusal of Purchase Requests.** The purchase of CHO Tokens from Company is final upon the distribution of CHO Tokens and there will be no refunds or cancellations except as specifically provided in these Terms. However, prior to the distribution of CHO Tokens, Purchaser may request a refund by contacting Company at support@choise.com. In addition, Company reserves the right to cancel any CHO Token purchase or refuse any purchase requests at Company's sole discretion for any reason. In such case, Company will issue a refund in the same form of payments as was made by you and to the same wallet address, bank account, or a third-party payment processor where your funds were transferred from. We may deduct the transaction cost from the refund amount, if any.

8. **Acknowledgment and Assumption of Risks.** You acknowledge and agree that there are risks associated with purchasing CHO Tokens, holding CHO Tokens, and using CHO Tokens, as stipulated by the laws of your jurisdiction. In case of questions regarding these risks, you shall contact the sales team at support@choise.com. BY PURCHASING CHO TOKENS, YOU EXPRESSLY ACKNOWLEDGE AND ASSUME THESE RISKS.

9. **Representations and Warranties.** In connection with the purchase of the CHO Tokens, you represent to Company the following:

(a) You are aware of the terms and conditions of the CHO Tokens and have acquired sufficient information about the CHO Tokens to reach an informed and knowledgeable decision to acquire the CHO Tokens.

(b) You have sufficient understanding of cryptographic tokens, token storage mechanisms (such as token wallets), and blockchain technology to understand the provisions of these Terms and to appreciate the risks and implications of purchasing the CHO Tokens.

(c) You shall not purchase CHO Tokens for any uses or purposes other than to use CHO Tokens as provided in these Terms and the Company's website, including, but not limited to, any investment, speculative or other financial purposes.

(d) You understand that the CHO Tokens are not digital currency, security, commodity or any other kind of financial instrument and have not been registered under the Securities Act and securities laws of any state of the United States or the securities laws of any other country, including the securities laws of any jurisdiction in which Purchaser is resident.

(e) You have satisfied yourself as to the full observance of the laws of your jurisdiction in connection with any invitation to purchase the CHO Tokens or any use of these Terms, including (i) the legal requirements within its jurisdiction for the purchase of the CHO Tokens, (ii) any foreign exchange restrictions applicable to such purchase, and (iii) any governmental or other consents that may need to be obtained.

(f) You understand, that if the CHO tokens are purchased by US citizens they can be purchased by only those US citizens who meet the following requirements: <https://www.ecfr.gov/cgi-bin/retrieveECFR?gp=&r=SECTION&n=17y3.0.1.1.12.0.46.176>.

When buying CHO tokens Purchaser approves the understanding and fulfillment of this condition.

(g) Your purchase, payment for, and continued beneficial ownership of the CHO Tokens will not violate any applicable laws of your jurisdiction.

(h) You shall comply with any applicable tax obligations in all relevant jurisdiction arising from the purchase of CHO Tokens.

(i) You understand that web-sites choise.com can be translated into several languages, but only the information placed in English shall bound the Parties of this Terms. Versions of web-sited and documents translated into other languages are for informational purposes only.

(j) If you are purchasing Tokens on behalf of any entity, you are authorized to accept these Terms on such entity's behalf and that such entity will be responsible for breach of these Terms by you or any other employee or agent of such entity (references to "you" in these Terms refer to you and such entity, jointly).

(k) You understand that NFT is a unique cryptographic token, each instance of which is unique and cannot be exchanged or replaced by another similar token. This NFT token cannot be transferred to third parties or put on the marketplace for resale to another user. The NFT token is intended to be used by yourself in the future and will need to be returned to choise.com in order to receive its properties.

10. **Indemnification.**

(a) To the fullest extent permitted by applicable law, you shall indemnify, defend and hold harmless Company and Company's 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 ("Company Parties") from and against all claims, demands, actions, damages, losses, costs and expenses (including attorneys' fees) that arise from or relate to: (i) purchase or use of CHO Tokens, (ii) your responsibilities or obligations under these Terms, (iii) your breach of these Terms, or (iv) your violation of any rights of any other person or entity, and (v) your violation of any laws.

(b) Company reserves the right to exercise sole control over the defense, at your expense, of any claim subject to indemnification under Section 10(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.

11. **Disclaimers.**

(a) TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW AND EXCEPT AS OTHERWISE SPECIFIED IN WRITING BY COMPANY, (A) THE CHO TOKENS ARE SOLD ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, AND WE EXPRESSLY DISCRPTAIM ALL IMPLIED

WARRANTIES AS TO THE CHO TOKENS, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT; (B) COMPANY DOES NOT REPRESENT OR WARRANT THAT THE CHO TOKENS ARE RELIABLE, CURRENT OR ERROR-FREE, MEET PURCHASER'S REQUIREMENTS, OR THAT DEFECTS IN THE CHO TOKENS WILL BE CORRECTED; AND (C) COMPANY CANNOT AND DOES NOT REPRESENT OR WARRANT THAT THE CHO TOKENS OR THE DELIVERY MECHANISM FOR CHO TOKENS ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

(b) 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 may not apply to you.

12. **Limitation of Liability.**

(a) TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW: (i) IN NO EVENT WILL COMPANY OR ANY OF THE COMPANY PARTIES BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES OF ANY KIND (INCLUDING, BUT NOT LIMITED TO, WHERE RELATED TO LOSS OF REVENUE, INCOME OR PROFITS, LOSS OF USE OR DATA, OR DAMAGES FOR BUSINESS INTERRUPTION) ARISING OUT OF OR IN ANY WAY RELATED TO THE SALE OR USE OF THE CHO TOKENS OR OTHERWISE RELATED TO THESE TERMS, REGARDLESS OF THE FORM OF ACTION, WHETHER BASED IN CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, SIMPLE NEGLIGENCE, WHETHER ACTIVE, PASSIVE OR IMPUTED), 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 DAMAGES WERE FORESEEABLE); AND (ii) IN NO EVENT WILL THE AGGREGATE LIABILITY OF COMPANY AND THE COMPANY PARTIES (JOINTLY), WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE, WHETHER ACTIVE, PASSIVE OR IMPUTED), OR OTHER THEORY, ARISING OUT OF OR RELATING TO THESE TERMS OR THE USE OF OR INABILITY TO USE THE CHO TOKENS, EXCEED THE AMOUNT YOU PAY TO THE COMPANY FOR THE CHO TOKENS.

(b) THE LIMITATIONS SET FORTH IN SECTION 12(a) WILL NOT LIMIT OR EXCLUDE LIABILITY FOR THE GROSS NEGLIGENCE, FRAUD OR INTENTIONAL, WILLFUL OR RECKLESS MISCONDUCT OF THE COMPANY.

(c) Some jurisdictions do not allow the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of the limitations of this Section may not apply to you.

13. **Release.** To the fullest extent permitted by applicable law, you release Company and the Company Parties from responsibility, liability, claims, demands and/or 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 you and the acts or omissions

of third parties. You expressly waive any rights you may have under statute or common law principles that would otherwise limit the coverage of this release to include only those claims, which you may know or suspect to exist in your favor at the time of agreeing to this release.

14. **Governing Law.** The validity, interpretation, construction and performance of these Terms, and all acts and transactions pursuant hereto and the rights and obligations of the parties hereto shall be governed, construed and interpreted in accordance with the laws of Saint Vincent and the Grenadines, without giving effect to principles of conflicts of law.

15. **Dispute Resolution; Arbitration.**

PLEASE READ THE FOLLOWING SECTION CAREFULLY BECAUSE IT REQUIRES YOU TO ARBITRATE CERTAIN DISPUTES AND CRPTAIMS WITH COMPANY AND LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF FROM COMPANY.

(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 this Agreement resolved in a county 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 this Agreement 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 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.

(c) **Notice; Informal Dispute Resolution.** Each Party will notify the other Party in writing of any arbitrable 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 Company shall be sent by e-mail to the support team at support@choise.com. Notice to you shall be sent to the email address provided by you in your Account. 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 thirty (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.

16. **Miscellaneous.**

(a) **Entire Agreement.** These Terms set forth the entire agreement and understanding of the Parties relating to the subject matter herein and supersedes all prior or contemporaneous discussions, understandings and agreements, whether oral or written, between them relating to the subject matter hereof.

(b) **Amendments.** These Terms may be modified by Company at any time for any reason by placing modified Terms on the Site. We will provide notice of any amendment to these Terms by posting any revised terms to the Site and updating the “Last updated” field above accordingly or by any other method we deem appropriate. We are not obligated to provide notice in any other method beyond these. Any change to these Terms will be effective immediately upon such notice and apply to any ongoing or subsequent purchases of CHO Tokens.

(c) **Binding Agreement.** These Terms provide the legally binding terms and conditions for the sale and purchase of the CHO Tokens. By purchasing the CHO Tokens, you acknowledges its understanding and acceptance. You are bound by the Terms in existence at the time of your purchase of CHO Tokens. If you are making a purchase on behalf of the legal entity, you understand and accept these Terms on behalf of that entity (to which refers to “you” shall also apply) and warrant that you are duly authorized to act on behalf of that legal entity.

(d) **Successors and Assigns.** Except as otherwise provided in these Terms, these Terms and the rights and obligations of the parties hereunder will be binding upon and inure to the benefit of their respective successors, assigns, heirs, executors, administrators and legal representatives. Company may assign any of its rights and obligations under these Terms. No other party to these Terms may assign, whether voluntarily or by operation of law, any of its rights and obligations under these Terms, except with the prior written consent of the Company.

(e) **Severability.** In the event any provision of these Terms is found to be invalid, illegal, or unenforceable the remaining provisions of these Terms shall nevertheless be binding upon Company and you with the same effect as though the void and unenforceable part had been severed and deleted.

(f) **Headings.** The article headings of these Terms are included for the convenience only and shall not affect the construction or interpretation of these Terms.