



RENTBERRY TOKEN SALE TERMS & CONDITIONS

Last Updated: 9th January 2018





PLEASE READ THESE TERMS OF SALE CAREFULLY. BY ATTEMPTING TO PURCHASE OR PURCHASING BERRY 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 RENTBERRY. 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 BERRY TOKENS AND NAVIGATE AWAY FROM THE RENTBERRY 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 **“BERRY Tokens”**) from Rentberry Ltd, a private limited company incorporated in Gibraltar with company number 116531. (**“Rentberry”**, **“Company”**, **“us”**, **“our”** or **“we”**) during the token sale period (the **“Sale Period”**), your use of the related ERC-20 Rentberry token contract (the **“BERRY Token Smart Contract”**), and your use of the BERRY Token Sale contract (the **“Rentberry Smart Sales Contract”**) (the **“BERRY Token Smart Contract”** and the **“Rentberry Smart Sale Contract”** are referred to, collectively, herein as the **“Rentberry Smart Contracts”**). Purchaser and Rentberry are herein referred to individually as a **“Party”** and, collectively, as the **“Parties”**. There may be other entities within the Rentberry group of companies from time to time (**“Rentberry Companies”**) that will develop, manage and/or operate the Rentberry Platform (as defined in Section 1.2 below) (or parts thereof) and references in these Terms & Conditions to Rentberry shall be to Rentberry, the Rentberry Companies and their respective successors and assigns.

FOR RESIDENTS OF THE UNITED STATES OF AMERICA (WHICH, FOR THE PURPOSES OF THIS AGREEMENT, DOES NOT INCLUDE ACCREDITED INVESTORS PARTICIPATING IN THE PRIVATE SALE): IF YOU ARE CITIZEN 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 BERRY TOKENS OR USE THE RENTBERRY SMART CONTRACT OR THE RENTBERRY SMART SALE CONTRACT. USA PERSONS ARE STRICTLY PROHIBITED AND RESTRICTED FROM USING THE RENTBERRY SMART CONTRACTS. BERRY 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 BERRY TOKENS, MAY BE SUPPLIED TO USA PERSONS OR USED IN CONNECTION WITH ANY OFFER FOR THE SALE OF BERRY TOKENS TO USA PERSONS. USA PERSONS THAT PARTICIPATE IN THE BERRY 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 RENTBERRY IN RESPECT OF ANY DAMAGES AND/OR LOSES SUFFERED DUE TO THIS BREACH IN ACCORDANCE WITH THE INDEMNIFICATION PROVISIONS SET OUT IN THESE T&CS.

FOR RESIDENTS OF NEW YORK: BERRY TOKENS ARE NOT BEING OFFERED OR DISTRIBUTED TO ANY RESIDENT OF, OR ANY PERSON LOCATED IN, THE STATE OF NEW YORK OR ANY ENTITY, INCLUDING, WITHOUT LIMITATION, ANY CORPORATION OR PARTNERSHIP CREATED OR ORGANIZED IN OR UNDER THE LAWS OF THE STATE OF NEW YORK (“**NEW YORK PERSONS**”). RENTBERRY IS NOT SOLICITING PURCHASES BY NEW YORK PERSONS IN ANY WAY.

FOR RESIDENTS OF THE PEOPLE’S REPUBLIC OF CHINA (WHICH, FOR THE PURPOSES OF THIS AGREEMENT, DOES NOT INCLUDE HONG KONG, MACAU AND TAIWAN) ONLY: 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 BERRY TOKENS OR USE THE RENTBERRY SMART CONTRACT OR THE RENTBERRY SMART SALE CONTRACT. PRC PERSONS ARE STRICTLY PROHIBITED AND RESTRICTED FROM USING THE RENTBERRY SMART CONTRACTS. BERRY 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 BERRY TOKENS,



MAY BE SUPPLIED TO PRC PERSONS OR USED IN CONNECTION WITH ANY OFFER FOR THE SALE OF BERRY 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. RENTBERRY MAY NOT MAKE ANY REPRESENTATION WITH RESPECT TO THE ELIGIBILITY OF ANY RECIPIENTS OF THIS AGREEMENT TO ACQUIRE THE BERRY 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 BERRY 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 BERRY 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: BERRY 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. RENTBERRY TOKENS ARE NOT AN INVESTMENT. BERRY TOKENS ARE NOT INVESTMENT PRODUCTS BUT WILL BE REQUIRED TO USE THE RENTBERRY REAL ESTATE PLATFORM WHEN IT IS COMPLETED. THERE SHOULD BE NO EXPECTATION OF FUTURE PROFIT OR GAIN FROM THE PURCHASE OF BERRY TOKENS.

THE SITE IS NOT INTENDED FOR USE BY ANYONE UNDER THE AGE OF 18. BERRY TOKENS MAY NOT BE PURCHASED THROUGH THE SITE BY ANYONE UNDER THE AGE OF 18. BY USING THE SITE AND/OR PURCHASING BERRY 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 support@rentberry.com.

1. SCOPE OF TERMS

- 1.1. **Scope.** Unless otherwise stated herein, this Agreement governs only your Purchase of BERRY Tokens from us during the Sale Period, and your corresponding use of the Rentberry Smart Contracts.
- 1.2. **Platform Terms of Use.** Any use of BERRY Tokens in connection with providing or receiving services on the Rentberry platform (the “**Rentberry Platform**”) will be governed by other applicable terms and policies (collectively, the “**Platform Terms and Policies**”), which will be made available on the Rentberry Platform website when the Rentberry services are operational. The planned services to be offered through the Rentberry 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 Rentberry Platform.
- 1.3. **Website Terms of Use.** Use of this website (<https://rentberry.cryptonomos.com>) (our “**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. **White Paper.** Rentberry has prepared a white paper, available on our Site, which describes the proposed uses of the BERRY 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. BERRY TOKEN SALE PROCEDURES AND SPECIFICATIONS

- 2.1. General.** Rentberry intends to allocate and distribute a limited number of BERRY Tokens (the “**BERRY Token Sale**”). Important information about the procedures and specifications of our BERRY Token Sale is provided in **Exhibit A**, including, but not limited to, details regarding the timing and pricing of the BERRY Token Sale, the amount of BERRY Tokens we will sell and our anticipated use of the BERRY Token Sale proceeds. BY PURCHASING BERRY TOKENS, YOU ACKNOWLEDGE THAT YOU UNDERSTAND AND HAVE NO OBJECTION TO THESE PROCEDURES AND SPECIFICATIONS.
- 2.2. Final Sale.** Your Purchase of BERRY 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 BERRY Token purchase requests at any time in our sole discretion.
- 2.3. Not an Offering of Securities.** Purchaser acknowledges and agrees that the sale of BERRY Tokens and the BERRY 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. Not an Investment.** Purchaser should not participate in the BERRY Token Sale or Purchase BERRY Tokens for investment purposes. The Purchase of BERRY Tokens pursuant to this Agreement is not designed for investment purposes and should not be considered as a type of investment. BERRY 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 Rentberry, that (a) BERRY Tokens will be listed for trading on any exchange, or (b) the Rentberry Platform will be adopted as described in the White Paper and not in a different or modified form.

- 2.5. Not for Speculation.** Purchaser acknowledges and agrees that Purchaser is not purchasing BERRY 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 BERRY Tokens. Purchaser agrees that if Purchaser determines to transfer BERRY Tokens, Purchaser will not portray BERRY Tokens to prospective transferees as an investment opportunity to obtain an economic benefit or profit.

3. NO OTHER RIGHTS CREATED

- 3.1. No Claim, Loan or Ownership Interest.** The Purchase of BERRY Tokens (a) does not provide Purchaser with rights of any type with respect to Rentberry 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 Rentberry and (c) does not provide Purchaser with any ownership or other interest in Rentberry.
- 3.2. Intellectual Property.** Rentberry retains all right, title and interest in all of Rentberry'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 Rentberry's intellectual property for any reason without Rentberry's prior written consent.

4. RISKS

- 4.1. Acknowledgement.** You expressly acknowledge that you have carefully reviewed and understand and assume the risks associated with purchasing,



holding and using BERRY Tokens and using the corresponding Rentberry Token Smart Contract, as disclosed and explained in **Exhibit B**. BY PURCHASING BERRY TOKENS USING THE RENTBERRY SMART CONTRACTS, YOU EXPRESSLY ACKNOWLEDGE AND ASSUME THESE RISKS, INCLUDING THAT BERRY TOKENS MAY HAVE NO VALUE.

5. AUDIT OF THE SMART CONTRACT SYSTEM

- 5.1. Rentberry 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 BERRY 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 BERRY Tokens.

6. SECURITY

- 6.1. **Your Obligations.** 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 BERRY 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 BERRY



Tokens. We are not responsible for any such losses. You understand and agree that all Purchases of BERRY Tokens are non-refundable and you will not receive money or other compensation for any BERRY Tokens purchased.

- 6.2. KYC process.** You accept that you will receive your BERRY ONLY after having successfully passed through our KYC process and/or the KYC process of Cryptonomos. This means that BERRY 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 BERRY. In the case that you do not successfully pass the KYC screening, You are agree that the company and/or Cryptonomos will hold your funds until the BERRY are fully distributed. You agree that the company and/or Cryptonomos may use your submitted information in any way required by law or deemed necessary and that your funds used to purchase BERRY 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 Cryptonomos is required to receive your Tokens because your Tokens will be delivered to this account.

7. PERSONAL INFORMATION

- 7.1. Privacy Policy.** Please refer to our [Privacy Policy](#) for information about how we collect, use and share your information.

8. TAXES

- 8.1. Tax Treatment.** The purchase price that you pay for BERRY Tokens is exclusive of all applicable taxes. You are responsible for determining what, if any, taxes apply to your Purchase of BERRY 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 BERRY Tokens.

- 8.2.** Acknowledgement. You acknowledge, understand and agree that (a) the Purchase and receipt of BERRY Tokens may have tax consequences for you, (b) you are solely responsible for compliance with your tax obligations, and (c) Rentberry 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 BERRY Tokens or any other action or transaction related to the Rentberry Platform or the BERRY Token Sale.

9. REPRESENTATIONS AND WARRANTIES

- 9.1. Representations by Purchaser.** By purchasing BERRY Tokens, you represent and warrant that:
- 9.1.1.** You have read and understand this Agreement (including all 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 Rentberry 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 Rentberry 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;
 - 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 BERRY Tokens, including, but not limited to, the matters set forth in this Agreement and to appreciate the risks and implications of purchasing BERRY Tokens, and you are able to bear the risks thereof, including loss of all amounts paid, loss of BERRY Tokens and liability to the Rentberry 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 willful misconduct;

- 9.1.5.** You have obtained sufficient information about BERRY Tokens to make an informed decision to Purchase BERRY Tokens;
- 9.1.6.** You understand that BERRY Tokens confer only the right to provide and receive services on the Rentberry Platform, and confer no other rights of any form with respect to Rentberry, including, but not limited to, any voting, distribution, redemption, liquidation or other financial and legal rights;
- 9.1.7.** You are not purchasing BERRY Tokens for any uses or purposes other than to provide or receive services on the Rentberry Platform, including, but not limited to, any investment, speculative or other financial purposes;
- 9.1.8.** You are not a US Person, a PRC Person, a South Korea Person, a New York 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 BERRY 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 Rentberry Smart Contracts, to Purchase BERRY 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 BERRY 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 BERRY 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 BERRY 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 BERRY Tokens;
- 9.1.14.** The funds, including any fiat, virtual currency or cryptocurrency you use to Purchase BERRY 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 BERRY 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 BERRY Tokens being acquired by you, or any person for whom you are acting as agent or nominee in connection the purchase of BERRY 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 BERRY 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 BERRY Tokens to finance, engage in, or otherwise support any unlawful activities;
- 9.1.22.** If you are purchasing BERRY 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 Rentberry for receipt of any BERRY Tokens distributed to you by Rentberry;
- 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 BERRY, you represent to the Company the following: You will provide to the Company, Cryptonomos 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, Cryptonomos 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 Rentberry may refuse to distribute BERRY Tokens to you until such requested information is provided.



10. CRYPTONOMOS AS PLATFORM FOR SALE OF BERRY TOKENS

- 10.1. Sale of the BERRY Tokens is conducted through the platform Cryptonomos (“**Cryptonomos**”). The information about purchased BERRY Tokens will be reflected in your account at www.cryptonomos.com (“**Cryptonomos Account**”). The purchased BERRY Tokens would be available for use upon distribution by Company as set forth in Exhibit A of this Agreement.
- 10.2. Any use of BERRY Tokens will be governed primarily by other applicable terms and policies, which will be available at <https://rentberry.cryptonomos.com> upon the distribution of BERRY Tokens (collectively, “**BERRY Terms and Conditions**”). BERRY Terms and Conditions may change from time to time at the provider’s sole discretion with the amended BERRY Terms and Conditions posted instead of the previous version.
- 10.3. **Purchase Procedure.** Sale of BERRY Tokens is conducted through the Cryptonomos platform (“**Cryptonomos Platform**”). The information about purchased BERRY Tokens will be reflected in your Cryptonomos Account. The purchased BERRY Tokens would be available for use upon distribution by Rentberry as set forth in Exhibit A of this Agreement.

11. INDEMNIFICATION

- 11.1. **Scope of Indemnity.** To the fullest extent permitted by applicable law, Purchaser will indemnify, defend and hold harmless Rentberry 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 “**Rentberry 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 BERRY Tokens,



(b) Purchaser's use of the Rentberry 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. Rentberry Rights. Rentberry 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 Rentberry.

12. DISCLAIMERS

12.1. Disclaimer by Rentberry. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW AND EXCEPT AS OTHERWISE SPECIFIED IN A WRITING BY US, (A) BERRY 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 BERRY 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 BERRY TOKENS OR THE RENTBERRY SMART CONTRACTS ARE RELIABLE, CURRENT OR ERROR-FREE OR MEET YOUR REQUIREMENTS, OR THAT DEFECTS IN THE BERRY TOKENS OR RENTBERRY SMART CONTRACTS WILL BE CORRECTED; (C) WE CANNOT AND DO NOT REPRESENT OR WARRANT (i) THAT THE BERRY TOKENS, THE DELIVERY MECHANISM FOR BERRY TOKENS OR THE RENTBERRY SMART CONTRACTS ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, (ii) THE ABILITY OF ANYONE TO PURCHASE OR USE THE BERRY TOKENS, AND (iii) THAT THE PROCESS OF PURCHASING THE BERRY TOKENS, RECEIVING



THE BERRY TOKENS OR USING THE RENTBERRY SMART CONTRACTS WILL BE UNINTERRUPTED OR ERROR-FREE OR THAT THE BERRY TOKENS OR RENTBERRY SMART CONTRACTS ARE RELIABLE AND ERROR-FREE. AS A RESULT, PURCHASER ACKNOWLEDGES AND UNDERSTANDS THAT PURCHASER MAY NEVER RECEIVE BERRY TOKENS AND MAY LOSE THE ENTIRE AMOUNT PURCHASER PAID TO RENTBERRY.

- 12.2. Exclusions.** 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. No Consequential Damages.** TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, NEITHER RENTBERRY NOR THE RENTBERRY 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 BERRY TOKENS, OR YOUR USE OF THE RENTBERRY SMART CONTRACTS. YOUR SOLE REMEDY FOR DISSATISFACTION WITH THE PURCHASE PROCESS IS TO NOT MAKE A PURCHASE. THE SOLE AND EXCLUSIVE MAXIMUM LIABILITY OF RENTBERRY 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 BERRY TOKENS. THE FOREGOING LIMITATIONS WILL NOT LIMIT OR EXCLUDE LIABILITY FOR GROSS NEGLIGENCE, FRAUD, WILLFUL OR RECKLESS MISCONDUCT OF RENTBERRY 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. Exclusions.** 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 BERRY 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 BERRY Tokens and the processing of transactions related to the BERRY Token Sale pursuant to these Terms & Conditions;
- providing you with information about us and our range of services;
- 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 Rentberry, 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 Rentberry Platform and provide or receive services therein or otherwise use and interact with the Rentberry 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 Rentberry Platform.

15. DISPUTE RESOLUTION; ARBITRATION

PLEASE READ THE FOLLOWING SECTION CAREFULLY BECAUSE IT CONTAINS CERTAIN PROVISIONS, SUCH AS A BINDING ARBITRATION SECTION AND CLASS ACTION WAIVER, WHICH AFFECT YOUR LEGAL RIGHTS. THIS CLAUSE REQUIRES YOU TO ARBITRATE CERTAIN DISPUTES AND CLAIMS WITH THE COMPANY AND LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF FROM US.

- 15.1. 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 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. No Class Arbitrations, Class or Representatives Actions:** 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. Arbitration Rules:** 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 London Court of International Arbitration (“**LCIA Rules**”), which are available at http://www.lcia.org/Dispute_Resolution_Services/lcia-arbitration-rules-2014.aspx 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 LCIA Rules, or (ii) waive your opportunity to read the LCIA Rules and any claim that the LCIA Rules are unfair or should not apply for any reason.
- 15.4. Notice; Informal Dispute Resolution.** 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 support@rentberry.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. Process.** Any arbitration will occur in Gibraltar. The arbitration will be conducted confidentially by a single arbitrator appointed in accordance with the LCIA 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 Gibraltar and the Gibraltar court will have exclusive jurisdiction over any appeals and the enforcement of an arbitration decision.



- 15.6. Authority of Arbitrator.** These Terms & Conditions, the applicable LCIA 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. Severability of Dispute Resolution and Arbitration Provisions.** 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. Consent to Electronic Delivery.** You agree and consent to receive electronically all communications, agreements, documents, receipts, notices and disclosures (collectively "**Communications**") that Rentberry provides in connection with your Purchase of BERRY Tokens or use of the Rentberry Smart Contracts. You agree that Rentberry 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. Withdrawal of Consent.** You may withdraw your consent to receive electronic Communications by sending a withdrawal notice to support@rentberry.com. If you decline or withdraw consent to receive electronic Communications, Rentberry may suspend or terminate your ability to Purchase BERRY Tokens.

17. MISCELLANEOUS

- 17.1. Governing Law and Venue.** 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 Gibraltar law.
- 17.2. Severability.** 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. Entire Agreement.** 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 Rentberry Party about the BERRY Tokens or the Rentberry Platform. Headings are for information purposes only.
- 17.4. Assignment.** You may not assign or transfer any of your rights or obligations under this Agreement without prior written consent from Rentberry, including by operation of law or in connection with any change of control. Rentberry 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. Waiver.** Our failure or delay in exercising any right, power or privilege under this Agreement shall not operate as a waiver thereof. All waivers by Rentberry must be unequivocal and in writing to be effective.
- 17.6. Force Majeure.** You understand and agree that Rentberry 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 Rentberry, including changes to any blockchain-related protocol.
- 17.7. No Partnership; No Agency; No Third-Party Beneficiaries.** 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. Modifications.** 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 BERRY Tokens made after the modified Agreement becomes effective.
- 17.9. Termination.** Notwithstanding anything contained in this Agreement, we reserve the right, without notice and in our sole discretion, to terminate your right to Purchase BERRY Tokens, at any time and for any reason, and you



acknowledge and agree that Rentberry shall have no liability or obligation to you in such event to the fullest extent permitted by applicable law.



Exhibit A

BERRY Token Sale Procedures and Specifications

TIMING OF TOKEN SALE

The token sale will begin at 9:00 AM EST on December 5, 2017.

The BERRY Token Sale will end on the earlier of February 28, 2018 at 23:59 EST (the “Closing Date”) or when the \$30m USD Hard Cap is met.

The foregoing is subject to Paragraph 6 below.

1. *BERRY Token Sale Structure*

- a. **Name of Token:** BERRY.
- b. **Hard Cap:** Equivalent of \$30m USD (thirty million US Dollars).
- c. **Soft Cap:** Equivalent of \$3m USD (three million US Dollars).
- d. **Total Supply:** 400 million initial allocation of BERRY Tokens, to be adjusted depending on bonuses applied to each sale of BERRY Tokens.
- e. **Currencies Accepted:** US Dollars (USD), Ethereum (ETH) and Bitcoin (BTC).

2. *Method and Terms of Contributions*

- a. You may make a contribution to Rentberry during the BERRY 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 Rentberry, details of which are specified on the BERRY Token Sale website. In accordance with this paragraph 2(b) your ETH address shall be required to verify your contribution to Rentberry and to enable Rentberry to issue BERRY 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 Rentberry and to enable Rentberry to issue BERRY 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 Rentberry and to enable Rentberry to issue BERRY Tokens to you through the Smart Contract System. BTC contributions shall be sent to the Rentberry Bitcoin wallet address specified on the Rentberry website.
- e. Contributions shall be sent exclusively to the Rentberry bank account or wallet address specified on the Rentberry Website. To the extent that any third-party website, service or smart-contract offers to receive contributions and issue BERRY Tokens or facilitates the allocation or transfer of BERRY Tokens in any way during the BERRY Token Sale, such third-party websites or services are, unless expressly set out in these Terms & Conditions or mentioned on the Rentberry website, not authorized by Rentberry nor do they have any legal or commercial relationship in any way with Rentberry, the Rentberry Platform or BERRY Tokens.
- f. For the purposes of paragraph 2(e) above, Cryptonomus is authorized by Rentberry to receive contributions and issue BERRY Tokens on behalf of Rentberry.
- g. 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 BERRY Tokens in a the manner set out in paragraph (e) above, risk losing their entire contribution and Rentberry shall not be responsible or liable for recovering or returning any such contributions to the Purchaser not shall Rentberry be responsible or liable for any losses incurred by the Purchaser in this respect.

3. *BERRY Token price*

- a. During the BERRY Token Sale the price attributed to BERRY Tokens shall be 1 ETH – 2,500 BERRY Tokens.
- b. Where a contribution is made under the terms of these Terms & Conditions in fiat, the value of 1 ETH shall be set at \$600 USD.



- c. 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 Rentberry referring to such exchanges as Rentberry shall decide in its sole and absolute discretion (the “**Conversion**”), in order to calculate the BERRY Tokens that will be issued to the Purchaser. Rentberry shall not be responsible or liable for any losses which may be suffered by the Purchaser as a result of the Conversion, nor shall Rentberry be liable for any errors in the rates of exchange published by any exchange.

4. *BERRY Token Sale Terms*

- a. **Minimum Purchase Requirement:** 0.1 ETH / 250 BERRY
- b. December 5th 2017 at 9:00 EST – December 19th 2017 at 23:59 EST
 - i. 1 ETH = 2,500 BERRY + **33% Bonus**
- c. December 20th 2017 at 00:00 EST – January 16th 2018 at 23:59 EST
 - i. 1 ETH = 2,500 BERRY + **27% Bonus**
- d. January 17th 2018 at 00:00 EST – February 28th 2018 at 23:59 EST
 - i. 1 ETH = 2,500 BERRY + **25% Bonus**

In order to receive BERRY Tokens, the Purchaser must have, and send a notice to Rentberry 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 BERRY Tokens, being tokens that are created on the ERC20 token standard). Rentberry 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 BERRY Tokens shall be made to the Purchaser approximately three after the Closing Date by sending BERRY Tokens to the Ethereum wallet address notified by the purchaser to Rentberry in accordance with the foregoing paragraph.



On receipt of your contribution, such contribution shall immediately become the sole and exclusive property of Rentberry who shall be entitled to apply the contribution towards the development of the Rentberry 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 BERRY 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 BERRY Token Sale*

- a. Rentberry 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 BERRY 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, Rentberry reserves the right to implement and/or change BERRY Token Sale Terms.

7. *Vesting and Discounts*

- a. The vesting schedule is as follows:
 - i. Rentberry employees: 4 years, linear vesting.
 - ii. Large Volume Purchasers (i.e., those who Purchase BERRY Tokens valued at a total of 3,000 ETH or more in a single transaction): 6 months vesting period, 16.67% vesting each month, with a 3-month cliff.

8. *Token Allocation*

- a. Seventy percent (70%) of BERRY Tokens will be allocated to the BERRY Token Sale.



- b. Twenty percent (20%) of BERRY Tokens will be retained by Rentberry for balancing the public BERRY Token price and performing real estate community initiatives and offering promotions within the Rentberry Platform (e.g., gifts and bonuses for landlords and tenants for taking certain actions or reaching certain milestones) (the “Rentberry Reserve”).
- c. Ten percent (10%) of BERRY Tokens to be created will be distributed to Rentberry’s founders and employees as an incentive to ensure long-term alignment of interests and commitment to the tokens and their future value.

9. *Returns and Refund Policy*

- a. Rentberry has imposed a minimum aggregate target equivalent to the Soft Cap. If on conclusion of the BERRY Token Sale, the aggregate sum of all contributions received by Rentberry is less than the Soft Cap, Rentberry shall, within a reasonable period of time, exercise reasonable endeavors to procure that contributions are returned to the Purchaser.
- b. Rentberry 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, Rentberry does not warrant, represent or offer any assurances that Rentberry 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 Rentberry under these Terms & Conditions are final and purchasers shall not be entitled to claim any refund or reimbursement of contributions from Rentberry.
- d. During any period of suspension or in the event that the BERRY Token Sale is aborted, the Smart Contract System will no longer be able to receive and accept contributions, create BERRY Tokens and/or issue BERRY Tokens to purchasers. Purchasers who send us contributions (after we publish a notice that the BERRY 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 BERRY Tokens and Trading

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

11. Insufficient Funds

- a. If you have an insufficient amount of funds in your wallet to complete an order for BERRY 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 BERRY Token Sale may result in Purchaser not receiving any BERRY Tokens.
- b. During the BERRY Token Sale, receipt or purchase of BERRY Tokens through any other means other than through the Site are not sanctioned or agreed to in any way by Rentberry. Purchaser should take great care that the website used to purchase BERRY Tokens has the following universal resource locator (URL): <https://rentberry.cryptonomos.com>.

13. Token Functionality

- a. Ownership of BERRY Tokens carries no rights, whether express or implied, other than a limited potential future right or expectation to use and interact with the Rentberry Platform as may be made available from time to time, (as further described in this Annex), if and to the extent the Rentberry Platform is successfully developed and deployed. Any potential future right or expectation relating to the provision and receipt of services on the Rentberry 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 BERRY 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 Rentberry 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 BERRY Tokens or to your storage, sale and/or transfer of BERRY Tokens.
- d. The Company makes no warranties or representations and offers no assurances (in each case whether express or implied) that BERRY Tokens shall confer any actual and/or exercisable rights of use, functionality, features, purpose or attributes in connection with the Rentberry Platform.

14. *Intended functionality of BERRY Tokens*

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

- a. Searching for properties;
- b. Making offers/bids via the Rentberry auctioning platform;
- c. Screening prospects;
- d. Selecting the best/most suitable candidates;



- e. Negotiating the terms;
- f. Unlocking rental security deposits;
- g. E-signing contracts;
- h. Paying rent;
- i. Submitting maintenance requests;
- j. Hiring third-party service providers (e.g. handymen and plumbers); and
- k. Enabling landlords to stay connected with tenants.

BERRY Tokens do not have any functionality or utility outside the Rentberry Platform. The functionality and utility of Berry Tokens will therefore be limited to interacting with users/content within the confines of a single platform.

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

15. *Possibility of change to the intended functionality of BERRY Tokens*

PLEASE NOTE THAT WE ARE IN THE PROCESS OF UNDERTAKING A LEGAL AND REGULATORY ANALYSIS OF THE FUNCTIONALITY OF BERRY TOKENS. FOLLOWING THE CONCLUSION OF THIS ANALYSIS, WE MAY DECIDE TO AMEND THE INTENDED FUNCTIONALITY OF BERRY 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 BERRY 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 BERRY TOKENS.



Exhibit B

Certain Risks Associated with the Purchase, Sale and Use of BERRY Tokens and Use of the Rentberry Smart Contracts

IMPORTANT NOTE: BERRY 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 BERRY Tokens, you expressly acknowledge and assume the following risks:

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

BERRY 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 BERRY Tokens will result in loss of such BERRY Tokens, as well as access to your BERRY 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 BERRY Tokens. Rentberry is not responsible for any such losses.

2. Risks Associated with the Ethereum Protocol.

Because BERRY 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 BERRY Tokens. Moreover, advances in cryptography, or technical advances such as the development of quantum computing, could present risks to the BERRY 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 Rentberry. 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 BERRY 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 BERRY 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 BERRY 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 BERRY 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 BERRY 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 BERRY 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 BERRY 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.

BERRY Tokens may be subject to expropriation and/or theft. Hackers or other malicious groups or organizations may attempt to interfere with the Rentberry Smart Contracts or the BERRY 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 BERRY 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 BERRY Tokens or result in the loss of Purchaser's BERRY Tokens, the loss of Purchaser's ability to access or control Purchaser's BERRY 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 BERRY Tokens are not guaranteed any remedy, refund, or compensation.

8. 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 BERRY Tokens in various ways, including, for example, through a determination that BERRY Tokens are regulated financial instruments that require registration or through the imposition of onerous liquidity requirements. Rentberry may cease the distribution of BERRY Tokens, the development of the Rentberry Platform, or cease operations in a jurisdiction in the event that governmental actions make it unlawful or commercially undesirable to continue to do so.

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

Rentberry 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 Rentberry community, thus undermining the attractiveness of smart contracts to Rentberry 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 Rentberry 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 Rentberry's business operations and revenue streams, thus posing a risk to the usefulness of the BERRY Tokens you purchased in the BERRY Token Sale.

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

11. Risk of Fluctuation of Ether or other Currency.

Proceeds of the sale of BERRY 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, Rentberry may not be able to fund development in the manner that it intended.

12. Lack of Interest.

A lack of use or public interest in the Rentberry Platform could negatively impact the potential utility of BERRY Tokens.

13. Rentberry is Unable to Implement its Future Business Model.

Rentberry'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, such as smart locks, the auctioning technology, the crowdsourced security deposit network, or the proprietary scoring system. We also may be unable to purchase properties for use by Rentberry members or for rental purposes. If



Rentberry is unable to operationalize these features, or the market does not respond positively to them, some or all of the usefulness of the BERRY Tokens you purchased in the BERRY Token Sale may be at risk, despite any corrective actions Rentberry may take.

14. Ability to Transact or Resell.

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

15. BERRY Tokens are Non-Transferable Until Completion of Sale.

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

16. Rentberry May Modify or Stop the Sale at Any Time.

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

17. Exchange and Counterparty Risks.

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



18. Risks Associated With The BERRY Token Sale.

BERRY Tokens serve a specific function within the Rentberry Platform, which is as a medium of exchange integral to the goods and services being or to be provided by Rentberry and via the Rentberry Platform. BERRY Tokens are not investment products. There should be no expectation of future profit or gain from the Purchase of BERRY Tokens. BERRY Tokens do not represent (i) any equity or other ownership interest in Rentberry, (ii) any rights to dividends or other distribution rights from Rentberry, or (iii) any voting or other governance rights in Rentberry. While we do not believe the sale of BERRY 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 BERRY 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 BERRY 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 BERRY Token Sale.

19. Taxation Risks.

The use of BERRY 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 BERRY Tokens as a settlement currency, and/or the trading of BERRY Tokens for capital gains.

20. Capital Control Risks.

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



21. 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 Rentberry Platform, there is no guarantee that Rentberry will be able to successfully obtain such authorizations. In addition, any illicit use of the BERRY Tokens by bad actors could breach such regulations and seriously impact the global reputation of the Rentberry 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 BERRY Tokens.

22. Changes to the Rentberry Platform.

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

23. Reliance on Third Parties.

Rentberry anticipates relying on third parties to develop and build out the Platform. Rentberry 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 Rentberry.

24. Risks Associated with Rentberry’s Business.

Rentberry’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, Rentberry 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 Rentberry 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 Rentberry’s business, results of operations and financial condition.

In addition, Rentberry’s success depends on its ability to continue to attract users to its Platform and enhance their engagement with Rentberry’s products and services. Rentberry’s existing and potential competitors include, but are not limited to, companies that operate, or could develop, international, national and local real estate, rental mobile applications and websites. These companies could devote greater technical and other resources than Rentberry 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

Rentberry's offerings. Any of Rentberry's future or existing competitors may introduce different solutions that attract users or provide solutions similar to Rentberry's but with better branding or marketing resources. If Rentberry is not able to continue to attract users to its Platform, Rentberry's business, results of operations and financial condition would be harmed.

Rentberry's future success also substantially depends on the continued use of the internet as the primary medium for the real estate rental marketplace. For any number of reasons, internet use may not continue to develop as Rentberry anticipates. If users begin to access real estate information through other media and Rentberry fails to innovate, its business, results of operations and financial condition may be negatively impacted.

Further, the online residential property rental market, especially using blockchain technology, is in early stages of development, and significant shifts in landlord and tenant behaviors occur constantly and rapidly. Rentberry continues to learn a great deal about the market participants as the industry evolves. Rentberry may not successfully anticipate or keep pace with industry changes, and Rentberry may invest considerable financial, personnel and other resources to pursue strategies that do not, ultimately, prove effective such that its business, results of operations and financial condition may be harmed.

Finally, the landlords and tenants that are the potential users of the Rentberry Platform are affected by local, regional, national and international economic conditions and other events and occurrences that affect the market for rental properties. A protracted decline in economic conditions will cause downward pressure on Rentberry's operating margins as a result of lower activity in the rental market.

25. Unanticipated Risks.

Cryptographic tokens such as BERRY 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 BERRY Tokens, including those that Rentberry cannot anticipate.

26. 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 Rentberry Companies, the Rentberry Platform may not be developed or operated and BERRY 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 Rentberry Companies may decide not to develop or operate the Rentberry Platform or assign a functionality to BERRY

Tokens in a manner not otherwise envisaged by the existing management team of the Company or the Rentberry Companies.