



This document is an opinion prepared by the analysis of the legal aspects of the loyalty program "Armacoin" Company Limerence. The conclusion contains a legal description of the legal nature of Armacoin (the digital asset underlying the loyalty program), the main actions of the program participants, as well as a description of the basic rights and obligations of the participants.

The project " ArmaCoin " as a unified system of measures was not a subject of evaluation of this conclusion.

1) Used concepts

1. Armacoin is a digital asset expressed in the form of a cryptographic algorithm in a decentralized distributed database ( Blockchain ) and confirming the right to purchase goods by the Buyer in the framework of the partner program “ Limerence ” Ltd. for the amount corresponding to the value of Armacoin a . Armacoin is not a currency, security or means of payment in the territory of the Russian Federation. The sole issuer of armacoin s is the Company. The company produces 1 000 000 000 (one billion) armacoin s . 2. Client - a person purchasing products from Partners (end users). 3. Company - LLC "Limerence", the franchisor platform and its party, the only manufacturer armacoin s. 4. Partner - any legal entity or individual entrepreneur participating in the Armacoin Loyalty Platform Blockchain , incl. the company itself. 5. Platform - an electronic platform based on a decentralized distributed database ( Blockchain ), providing users with access to the services and services of the site <https://Armacoin.bio/> in accordance with the User Agreement concluded between the participants and the Company under the Loyalty Program, on the basis of provisions of art. 421 of the Civil Code. 6. User - a person who is a Partner or Client. 7. User Agreement - an agreement regulating relations between the Company and the Platform participants regarding the use of services and services provided by the Platform. 8. Loyalty Program - a system of private legal relations between the parties concerning the acquisition, exchange and alienation armacoin s in connection with the individual participants of entrepreneurial activity (partners) and the purchase of their products by other parties (clients) on the basis of rules established by the User Agreement. 9. Products - any goods, works, services sold by Partners in the framework of the Loyalty Program. 10. Electronic purse - provides a platform interface that allows you to receive, hold and transfer armacoin s other users of the Platform with the use of computers, mobile devices, including through installed on these devices, special software, on the terms and conditions defined in the User Agreement.

The terminology used in this Opinion, identical to the terms used in the analyzed documents, namely in the public offer to purchase armacoin s in the public offer for the sale of armacoinov in User Agreement Loyalty System "Armacoin", as well as in White Paper Companies.

## 2) Legal qualification of the main actions of the participants

The company is a limited liability company “ Limerence ”.

· Acts on the basis of the Charter of February 27, 2015.

· Place of registration - Russia, Moscow.

Among the main activities of the company listed in paragraph 2.2. Of the Company's Charter, the Loyalty Program, including the creation and technical support of relevant computer programs, include:

1. Advice on business and management
2. Consultation on hardware computing
3. Software development and consulting in this area
4. Data processing
5. Activities for the creation and use of databases and information resources
6. Promotional activities

In accordance with paragraph 1 of Article 49 of the Civil Code of the Russian Federation, the presence in the Charter of the designated objectives of the activity allows the Company to have civil rights and bear responsibilities related to the implementation of the Loyalty Program “ Armacoin ”.

Providing the work of the Loyalty Program and working within its framework, the Company performs the following actions.

1. The company transfers armacoin s to users on the basis of contracts concluded on the terms of a public offer in accordance with art. 435 and art. 437 of the Civil Code. Such agreements are the Agreement for the sale of armacoin s, which is a contract of sale (gl.30 Civil Code), as well as the purchase agreement armacoinov, who is unnamed contract in accordance with paragraph 2. Art. 421 of the Civil Code of the Russian Federation and p.5 of the Resolution of the Plenum of the Supreme Court of Arbitration “On freedom of contract and its limits”, and acting on the basis of the rules provided for therein. 2. The Company provides Users with the opportunity to use the Platform on the basis of the User Agreement, which in this respect acts as

The unnamed agreement concluded on the basis of art. 421 of the Civil Code of the Russian Federation and giving the User the right to use the Platform. 3. The Company has the right to sell products under the Loyalty Program, as well as purchase products from Partners, as a result of which the Company will acquire the rights and obligations of the Partner and Client, respectively, provided for in the User Agreement. The User Agreement contains a list of rules governing relations between the Company and the Platform participants regarding the use of services and services provided by the Platform. This agreement is based on clause 2-3 of article 421 of the Civil Code of the Russian Federation and is

an unnamed agreement with elements of a mixed agreement (provision of services and copyright under a license agreement). The relations provided by the User Agreement, whose analogues are provided for in Russian civil law, are subject to the relevant legal norms. Relationships stipulated in the User Agreement, whose analogues are not provided for in Russian civil law, are not subject to the provisions of the law governing the contractual structures stipulated in it, on the basis of clause 5 of the Ordinance of the Plenum of the Supreme Court of Arbitration “On freedom of contract and its limits”. For the same reason, the User Agreement provides for an exhaustive set of rules governing these relations of the parties with a full balance of their rights and obligations. 4. The Company is free of maintenance services armacoin s transferred its partners for their participation in the loyalty program, as well as for the issuance of the Client at its request specified armacoinov from assessed Client points. These actions are carried out by the Company on the basis of the norms of Chapter 39 of the Civil Code of the Russian Federation, as well as the provisions of the User Agreement. These services can be provided free of charge, since such an opportunity has been repeatedly recognized in court practice, in particular, in the definition of the Supreme Court of Arbitration of the Russian Federation of 16.07.2010 No. YOU-9448/10 in case No. A50-20807 / 2009, by the decision of the FAS of the Ural District of 19.10.2010 No. F09 -8056 / 10-C5 in case N A50-331 / 2010, as well as the decision of the Federal Antimonopoly Service of the North-West District dated July 03, 2014 in case N A13-5659 / 2013.

A partner can be any commercial legal entity (Clause 1, Article 50 of the Civil Code of the Russian Federation) and an individual entrepreneur registered both in the Russian Federation and in other states.

The main requirement for the Partner is the consent to carry out its activities (mainly the sale of products) in compliance with the terms of the User Agreement and the related contracts and Rules of the Loyalty Program. In addition, the constituent documents of the Partner should allow the possibility

of selling products to Customers under the Loyalty Program in accordance with paragraph 1 of Article 49 of the Civil Code of the Russian Federation. By participating in the Loyalty Program, the Partner carries out, first of all, the following actions. 1. When a Customer buys products from a Partner, the Partner charges points to the Customer as a Promotion. In exchange for accumulated points, the Client may receive a Promotional product from the Partner's proposed ones. These actions have no analogues provided for in Russian civil law, and are carried out by the Partner free of charge and only on the basis of the provisions of the User Agreement.

The client can be any individual, regardless of citizenship, and any legal entity, regardless of the place of registration, ready to purchase products from the Partner under the terms of the User Agreement and the related agreements and Rules of the Armacoin Loyalty Program.

The user is any person exercising the rights and obligations of the Partner and (or) the Client under the terms of the User Agreement and the related agreements.

The User uses the Platform under the conditions stipulated by the User Agreement, which in this respect acts as a license agreement (Article 1235 of the Civil Code of the Russian Federation), granting the User the right to use the computer programs that are part of the Platform, the copyrights of which belong to the Company.

### 3) Jurisdiction

According to the Charter Ltd. "Limerence", the state registration of the Company and its principal place of business is Russia, g. Moscow. All contracts underlying the Armacoin Loyalty Program are governed by Russian law. The benefits of Russian jurisdiction for all participants of the Program are due to the following reasons: 1) at the moment the Loyalty Program is only starting its effect, the main circle of its participants are citizens of the Russian Federation and legal entities registered in the Russian Federation whose legal status is fully or largely based on the norms of Russian law; 2) by virtue of this, the functioning of the Program entirely in Russian jurisdiction allows for maximum transparency and fairness in the Company's relations with Program participants and interested government bodies. No. In particular, Article 1212 of the Civil Code provides for a procedure for determining jurisdiction in relations with the participation of the consumer. The final and most numerous group of participants in the Loyalty Program are Clients, a significant number of which are consumers in the understanding of the RF Law "On Protection of Consumer Rights". Taking into account that the majority of Clients are Russian residents, the application of a jurisdiction other than Russian will be extremely difficult and inefficient. In addition, to date software and hardware to ensure the existence of an armacoin are in Russia. For this reason, due to st.1205-1206 Civil Code, to rights in rem in armacoins will also apply Russian law. 3) the right of Russia and state institutions are developed sufficiently to ensure both the legal basis of the work of the Armacoin Loyalty Program and the protection of the rights and legitimate interests of all its participants. The range of participants of the Program is not limited by nationality. Partners and Clients of the Program may be citizens of any state and legal entities registered in any state. By virtue of this, the Company allows for the expansion of the scope of the Loyalty Program to the countries of near and far abroad. In this case, the corporate and contractual framework of the Loyalty Program may undergo changes, which, however, will not adversely affect the degree of transparency of operations and the quality of work of the Company and all elements of its Loyalty Program, as well as the relations of the Company with Russian users and their rights and obligations under the loyalty program.

### 4) Contractual basis

I. Public offer of sale armacoin s: 1) Nature: The contract for the sale armacoin s, concluded on the basis of a public offer (st.437 CC RF), is a contract purchase and sale, since, according to claim 4 st.454 CC RF, object the contract of sale may be proprietary rights. 2) The subject matter of the contract includes the obligation of the Company to transfer to the Buyer armacoins and the Buyer 's counter-obligation to pay armacoins in accordance with the provisions of the contract, which, in general, meets the definition of the subject of the sales contract presented in paragraph 1 of Article 454 of the Civil Code of the Russian Federation. 3) The legal capacity of the Company: Sale armacoin s refers to subparagraphs "Activity in creating and using data bases and information resources" and "Data Processing", 2.2. Of the Company's Charter, which provides for the main activities of the Company for which the Company has legal capacity in accordance with paragraph 1 of Article 49 of the Civil Code of the Russian Federation. Assignment of the sale to the designated armacoin s activities due to the nature armacoins, from a technical point of view, which is a record in blokcheynreestre. 4) Counterparty status: Any person can be a buyer under this contract, regardless of its nationality. Based on clause 5 of Article 10 of the Civil Code of the Russian Federation, the Company assumes that the Purchaser is a person who has all the rights to enter into this transaction. 5) Currency and method of payment: In accordance with Clause 1 st.317 Civil Code, payment armacoin s under the contract made in Russian rubles. And the payment is made by the buyer to receive the goods (armacoin s), as required by claim 1 st.486 Civil Code. 6) Price of goods: The price of armacoin s is variable and is determined according to information published on the website [https:// Armacoin.bio/](https://Armacoin.bio/) at the time of payment by the Buyer, which corresponds to paragraph 1 of Article 445 of the Civil Code of the Russian Federation, according to which the price of goods may be absent contract, but determined on the basis of the terms of this contract. 7) The agreement between the quantity of goods (essential terms of the contract of sale and purchase, according to Article.465 of the Civil Code of the Russian Federation) between the Company and the Buyer is made by the Buyer by using the form presented at <https://Armacoin.bio/>. This method is completely analogous to the method of negotiating the price of goods by means of a letter sent by e-mail to a method recognized in court practice admissible ( see , for example, the FAS Resolution of the Moscow District of February 18, 2009 No. CG-A40 / 12754-08 in case No. A4032256 / 08-136-275).

li. Public offer to acquire armacoin s:

1) The nature and object of the contract: Purchase Agreement armacoin s concluded on the basis of a public offer (st.437 Civil Code) is the unnamed contract, because the object of the contract are the armacoiny (digital assets) and unit cryptocurrency. At the moment in Russia there is no legal regulation of the circulation of cryptocurrency units . Armacoin s digital assets are: the subject of civil law, is not mentioned in the Civil Code, the legal nature of which is disclosed below in this opinion. This conclusion does not undertake the task of determining the content of the legal nature of cryptocurrency due to its diversity. Nevertheless, despite the fact that this agreement is unnamed, according to paragraph 5 of the Resolution of the Plenum of the Supreme Arbitration Court of the Russian Federation of March 14, 2014 No. 16 "On freedom of contract and its limits", the provisions of the Civil Code regulating the validity of existing agreements may apply to it. The rules governing barter transactions (Chapter 31 of the Civil Code of the Russian Federation) seem to be the most appropriate, since in the case of this agreement, cryptocurrency units (of an object of unclear legal nature) are exchanged for armacoins (property rights to

a certain amount of products sold under the Loyalty Program). 2) The subject of the contract includes the obligation of the Purchaser to transfer cryptocurrency units to the Company and the Company's reciprocal obligation to transfer armacoins to the Purchaser in accordance with the provisions of the contract, which, in general, meets the definition of the subject of the bargaining agreement presented in

paragraph 1.567 of the Civil Code of the Russian Federation. 3) The legal capacity of the Company: Exchange armacoin items on cryptocurrency unit refers to a sub "Activity in creating and using data bases and information resources" and "Data Processing", 2.2. Of the Company's Charter, which provides for the main activities of the Company for which the Company has legal capacity in accordance with paragraph 1 of Article 49 of the Civil Code of the Russian Federation. The assignment sharing armacoin items on cryptocurrency units due to the nature of both the commodities exchanged, from a technical point of view, is a record in blokcheyn-register. 4) Counterparty status: Any person, regardless of their nationality, can be the acquirer under this contract. Based on clause 5 of Article 10 of the Civil Code of the Russian Federation, the Company proceeds from the fact that the Acquirer is a person who has all the rights to enter into this transaction. 5) Price of goods: Based on item 1 of article 568 of the Civil Code of the Russian Federation, the parties to the contract agree to strive to ensure that the objects exchanged by them have an equal value. Thus, the price of armacoin ov is variable and is determined according to the information published on the website <https://Armacoin.bio/> at the time of payment by the Buyer, that in the light of paragraph 2 of article 557 of the Civil Code of the Russian Federation corresponds to paragraph 1 of Article 455 of the Civil Code of the Russian Federation, according to which the price of the goods may not be in the contract, but be determined on the basis of the conditions of this contract. The price of cryptocurrency units is determined in approximately the same way, but the source of information containing price information is the sites listed by the Company on its official website. 6) Approval of the quantity of goods is completely analogous to the order matching as described above for the Agreement for the sale of armacoin s. According to paragraph 2 of Art. 154 of the Tax Code of the Russian Federation, the tax base for VAT on the sale of barter transactions is calculated depending on the price of the exported goods. The tax base for income received is recorded as income tax and is determined on the basis of the value of the goods received by the Company, in accordance with clause 4 of Art. 274 of the Tax Code of the Russian Federation. The mechanism for determining the price armacoin and the exchange of it on conventional units cryptocurrency not allow a situation in which the price armacoinov would not be equivalent to the price of conventional kriptovalyutnyh units in rubles at the time of the provision of consideration in the acquisition agreement. Thus, digital assets at the time of the transaction with them are equivalent in price, and income will be equal to the expense. Accordingly, the calculated input VAT on this transaction will be equal to output VAT, which should not entail claims of unjust enrichment.

iii. User agreement on the use of services and services of the Platform:

1) In accordance with this agreement, the Company undertakes to provide the User with the right to use the Platform in the manner determined by this agreement and the rules published on the Internet on the official website of the Company (<https://Armacoin.bio/>). 2) Users are Partners (farmer enterprises selling products under the Loyalty Program) and Customers (individuals who buy products from Partners), as well as the Company itself in cases where it acts as a Partner. 3) The Company is not responsible for the actions of Users when using the Platform and outside it. 4) This contract is concluded on the basis of paragraph 2 of article 421 of the Civil Code of the Russian Federation and is an unnamed agreement, to which relations on the basis of paragraph 5 of the Resolution of the Plenum of the Supreme Court of Arbitration "On freedom of contract and its limits" is not

the provisions of the law governing the operation of the contractual constructions provided for therein shall apply. 5) This contract has no analogues among the contractual structures stipulated by law and provides an exhaustive set of rules governing the relations of the parties with a full balance of their rights and obligations. Roskomnadzor in the answers to questions in the field of compliance with legislation on information technology on its website presented his point of view on the nature of the

user agreement. So, according to Roskomnadzor, user agreements of various services in the virtual space, including social networks (for example, "Vkontakte"), have the character of a civil contract of accession with the Administrations of sites and networks (Art. 428 of the Civil Code of the Russian Federation). However, there is no clear legal position on this issue. 2) IV Rules of the Armacoin Loyalty Program

The rules of participation in the Armacoin Loyalty Program are the Public Offer of Limerence LLC, addressed to all interested parties, to participate in the Armacoin Program under the conditions defined in the Loyalty Program Rules. These rules of participation determine the system of relations between Partners and Clients within the framework of the Armacoin Loyalty Program. In the framework of the loyalty program, the Partner charges the Client with points as a percentage of the purchase made by the Client at the rate of 1 (one) point = 1 (one) armacoin (taking into account the price of armacoin and at the time of payment by the Buyer for the goods).

The procedure for accruing points to the Client: The promotion is calculated as the percentage of the Client's purchase amount (in rubles) determined by the Partner, divided by the price of one armacoin and in rubles at the time the Client pays the purchase. Promotion within the loyalty program is to provide specific individual benefits in the form of assets (including armacoins) and is a reward for the commission of certain actions within the framework of loyalty programs - namely, for the proper conduct and respect for the Loyalty Program Rules. Client to get the products or armacoins for the Promotion through participation in the loyalty program does not provide an answer to any civil turnover items (goods, works or services). However, to obtain the customer's product and armacoins in exchange for points under the Loyalty Program is not a contract of donation within the meaning of Chapter 32 of the Civil Code, as this promotion is carried out not with a view to endow the Client. The goal to bestow the recipient is the main criterion for qualifying the transfer of things as a gift. The same point of view is supported by judicial practice. In particular, this was repeatedly pointed out by the Supreme Arbitration Court of the Russian Federation (resolutions of the Presidium of the Supreme Court of Arbitration of the Russian Federation No. 8989/12 dated December 4, 2012 in case No. A28-5775 / 2011-223/12, Supreme Arbitration Court of the Russian Federation No. 13986/12 dated April 9, 2013

"An obligatory qualifying sign of the contract of donation is the donor's apparent intention arising from the parties' agreement to transfer the property as a gift (this is indicated in the decision of the Supreme Arbitration Court of the Russian Federation

dated 25.04.2006 No. 13952/05)" (Resolution of the Presidium of the Supreme Court of Arbitration of the Russian Federation of 04.12.2012 No. 8989/12 in case No. A28-5775 / 2011-223 / 12). Thus, we can conclude that the products and armacoins provided to the Customer is not as a gift, and in connection with the observance of the Customer behavior patterns, certain and described in the Rules of Loyalty Programs. According to P. 68 Art. 217 of the Tax Code of the Russian Federation, an organization is exempt from paying personal income tax from the amount of the buyer's benefit from participation in the loyalty program if the following conditions are present:

- Loyalty program is aimed at increasing customer activity;
- Goods and (or) services are fully or partially paid for by the buyer by Russian and foreign organizations, or the income is transferred to his bank account;
- The program uses bank (payment) and (or) discount (accumulative) cards;
- Bonuses (points / other units) are awarded on the grounds established in the program;
- Payments to customers depend on the number of accrued bonuses (points or other units) of income in cash or in kind.

In this case, for the same P. 68 Art. 217 of the Tax Code of the Russian Federation, exemption from personal income tax does not apply if the buyer joins the loyalty program not on the terms of a public offer or on terms in which the deadline for acceptance is less than 30 days or if the option of early withdrawal of the offer is indicated, as well as if the bonus income is a reward the taxpayer for the performance of official duties or payment for goods delivered, or material assistance. In the case of Limerence LLC, the rules of the Loyalty Program comply with the requirements of paragraph 68 of Art. 217 of the Tax Code of the Russian Federation, since the above criteria are met.

View FTS of Russia on the issue of qualifications obtaining property benefits of "loyalty program" Initial Position: The Federal Tax Service letter dated 19.08.2011 N AS-4-3 / 13626 expressed the view that the goods received by an individual under the conditions of the bonus program, are income in kind, and the organization that is the source of payment is obliged according to paragraph 1 of Article 226 of the Tax Code of the Russian Federation to calculate, withhold and pay personal income tax to the budget taking into account the fees paid by an individual for participation in the program.

Current position of the Federal Tax Service: By letter dated 06/18/2012 No. ED-4-3 / 9958, the Federal Tax Service of Russia forwarded to the subordinate tax authorities the Letter of the Ministry of Finance of the Russian Federation of April 19, 2012 No. 03-04-08 / 0-78, where

The opposite approach was formulated, which received support from a number of lower-level tax authorities ("On taxation of personal income in the framework of consumer incentives" and so on.). The receipt by the Client of a promotion in the form of a discount on a product, service or performance of work cannot be considered as his income. This position is confirmed by the letters of the Ministry of Finance dated April 19, 2012 No. 03-04-08 / 0-78 and dated November 8, 2011 No. 03-03-06 / 2/169, as well as by the Resolution of the Supreme Arbitration Court of the Russian Federation dated April 9, 2013 No. 13986/12. Position of the Ministry of Finance of the Russian Federation The above-mentioned letter of the Ministry of Finance of April 19, 2012 No. 0304-08 / 0-78 clarifies that upon receipt of goods (works, services), property rights, taking into account discounts equivalent to the amount of bonus points, an individual does not have a taxable income. "The bonus points accrued for using the services of a bank are equal to a certain monetary reward, which can be set off as payment for the full or partial value of goods (works, services), property rights granted by other organizations - participants of the bonus program, can be considered as an advance payment by an individual goods (works, services), property rights. In these cases, income subject to taxation does not arise for an individual either. " According to the Ministry of Finance, this approach is legitimate, if the conditions for accruing and writing off bonuses, returning to the individual part of the funds spent have the nature of a public offer: that is, posted on the website and in other available sources, provide for general terms of remuneration, applicable to all customers (Letter of the Ministry of Finance of the Russian Federation of 08.11.2011 No. 03-03-06 / 2/169). Judicial practice The current legislation does not contain the concept of "encouragement" (Exception - Article 191 of the Labor Code of the Russian Federation, however, it is obvious that semantically it cannot be used in this context). However, the courts have repeatedly pointed out the existence of the concept of "encouragement" and the possibility of its use in relation to loyalty programs. In particular, this position is clearly visible in the definitions of the Moscow City Court of September 20, 2011 on case No. 33-29870 and on November 16, 2011 on case No. 33-36594 in the framework of disputes between Aeroflot OJSC and participants of the Aeroflot Bonus loyalty program. According to the rules of the Aeroflot Bonus program, members are awarded Bonus miles as a reward, which can be used to purchase airline tickets or to pay for additional services. These Bonus miles were canceled after a certain time. In court proceedings against Aeroflot, the plaintiffs considered that the given Bonus Miles could not be canceled otherwise than by a court decision, since they reflect



the company's obligations to them. The court formed the following legal positions, which were reflected in further court practice (in particular, in the Appeal ruling of the Moscow City Court of June 08, 2016 on case No. 33-22228/2016): 1. Aeroflot Bonus Program of Aeroflot OJSC "Is a promotional action, the participants of which do not bear any obligation whose members do not bear any obligation whose members do not bear any obligation which can be spent on the purchase of airline tickets or to pay for additional services. These Bonus miles were canceled after a certain time. In court proceedings against Aeroflot, the plaintiffs considered that the given Bonus Miles could not be canceled otherwise than by a court decision, since they reflect the company's obligations to them. The court formed the following legal positions, which were reflected in further court practice (in particular, in the Appeal ruling of the Moscow City Court of June 08, 2016 on case No. 33-22228/2016): 1. Aeroflot Bonus Program of Aeroflot OJSC "Is a promotional action, the participants of which do not bear any obligation which can be spent on the purchase of airline tickets or to pay for additional services. These Bonus miles were canceled after a certain time. In court proceedings against Aeroflot, the plaintiffs considered that the given Bonus Miles could not be canceled otherwise than by a court decision, since they reflect the company's obligations to them. The court formed the following legal positions, which were reflected in further court practice (in particular, in the Appeal ruling of the Moscow City Court of June 08, 2016 on case No. 33-22228/2016): 1. Aeroflot Bonus Program of Aeroflot OJSC "Is a promotional action, the participants of which do not bear any obligation These Bonus miles were canceled after a certain time. In court proceedings against Aeroflot, the plaintiffs considered that the given Bonus Miles could not be canceled otherwise than by a court decision, since they reflect the company's obligations to them. The court formed the following legal positions, which were reflected in further court practice (in particular, in the Appeal ruling of the Moscow City Court of June 08, 2016 on case No. 33-22228/2016): 1. Aeroflot Bonus Program of Aeroflot OJSC "Is a promotional action, the participants of which do not bear any obligation These Bonus miles were canceled after a certain time. In court proceedings against Aeroflot, the plaintiffs considered that the given Bonus Miles could not be canceled otherwise than by a court decision, since they reflect the company's obligations to them. The court formed the following legal positions, which were reflected in further court practice (in particular, in the Appeal ruling of the Moscow City Court of June 08, 2016 on case No. 33-22228/2016): 1. Aeroflot Bonus Program of Aeroflot OJSC "Is a promotional action, the participants of which do not bear any obligation which were reflected in the further judicial practice (in particular, in the Appeal ruling of the Moscow City Court of June 08, 2016 in case No. 33-22228/2016): 1. The Aeroflot Bonus bonus program of JSC Aeroflot is an incentive action, participants which do not bear any obligation which were reflected in the further judicial practice (in particular, in the Appeal ruling of the Moscow City Court of June 08, 2016 in case No. 33-22228/2016): 1. The Aeroflot Bonus Program of Aeroflot OJSC is an incentive action, participants which do not bear any obligation After another, this action cannot be considered as a contract between the parties. Thus, the defendant had the right to unilaterally change the size of tariffs, which in no way violated the legitimate rights and interests of the plaintiff (the definition of the Moscow City Court of September 20, 2011 in case No. 33-29870, of November 16, 2011 in case No. 3336594);

2. The bonus program, which the claimants have joined, does not imply the imposition of any duties on either the claimant or the defendant. According to this program, a passenger has only a right and does not have any obligations; The program does not impose on the passenger any obligation to pay for award tickets or premium services.

Similarly, JSC Aeroflot has no obligations, issuing award tickets in accordance with this program, is solely an initiative of JSC Aeroflot, created to encourage frequent flyers. (Determination of the Moscow City Court of 02.03.2012 in case No. 33-149, Definition of the Moscow City Court of September 20, 2011 in

Case No. 33-29870). Pointing to the absence of contractual relations between the parties, dictating the procedure for accruing and withdrawing bonus miles, the court, however, assessed these actions, calling them “incentive action” and mentioning their intended purpose (“with a view to encouraging”). The definition of the Judicial Collegium for Civil Cases of the Moscow City Court of March 2, 2012 N 33-3149 regarding the Aeroflot OJSC bonus program “Aeroflot Bonus” established that “the program in question is incentive and cannot be considered as an agreement between the parties, in this connection, the defendant had the right to unilaterally change its terms.” Findings: The current positions of state bodies and court practice indicate that bonus programs with accrual of points in the form of rewards are legitimate under Russian law, if the conditions for accruing and writing off bonuses, returning a part of funds spent to a person have the nature of a public offer: posted on the website and other available sources, provide for general terms of remuneration, applicable to all customers. Bonus programs, which are an incentive action, do not imply assigning responsibilities to the participants (with the exception of the obligation to accrue points, assumed by the initiator of the Loyalty Program, according to the judicial position on the affairs of JSC Aeroflot). The accrual of incentives is an initiative of the loyalty program organizer, and the participant has the right to use this incentive within the loyalty program. When calculating the incentives, in the case of compliance with the rules of clause 68. St. 217 of the Tax Code of the Russian Federation, there is no tax on personal income. Encouragement is not a gift, since there is no goal to “bestow”, but there is a goal to “encourage” a program participant for adhering to a certain behavior pattern. Conclusion: Armacoin loyalty program “Fully complies with the norms of Russian law (in particular, paragraph 68 of Art. 27 of the Tax Code of the Russian Federation) and the above-stated positions of judicial, executive and tax authorities of the Russian Federation.

#### 4) Legal status of armacoins

I. General Characteristics armacoins Armacoins are digital asset and represent a cryptographic algorithm in a decentralized distributed database ( blockchain ). Currently in the Russian Federation there is no special legal regulation regarding digital assets.

I. The similarity of armacoin and with other objects of civil law 1) The thing: The digital asset “ armacoin ” can be an object of sale, barter and donation (ch. 30-32 of the Civil Code of the Russian Federation) and is intended, first of all, for use in the framework of the loyalty program and Ltd. “ Limerence ”. From the traditional understanding of “things” as an object of civil law, this digital asset distinguishes the possibility of applying to it the concept of the powers of the owner (Article 209 of the Civil Code of the Russian Federation). Obtaining physical access, which is considered in the right of ownership (as is possible with traditional movable or immovable property), to armacoin from impossible, since this type of digital asset is the result of the functioning of a computer program and an intangible object. By its legal nature, this type of property is closest to the notion “other property” as an object of civil law mentioned in Art. 128 of the Civil Code. Property armacoin implemented by using an electronic purse, which is charged armacoins. Also, through the E-wallet, authority is exercised on disposition (determining the legal fate of an object), within which the user can transfer armacoin temporarily or by alienation of the right of ownership. Also it should be noted that, since the possibility of using armacoin and limited by its nature and the objectives of use established in the Loyalty Program and User Agreement, the content of the authority under the order is actually merged with the authority over the use, that is, with the extraction of useful properties from the property object. An electronic purse is required for disposal of a digital asset, as the loss of access thereto (e.g., as a result of loss or theft of the secret key) deprive immediate possibility of disposing armacoins. The purse owner is a person who has an access code to the wallet without violating the legitimate interests of other persons. The purse owner bears the risk of loss of funds in this wallet in accordance with article 211 of the Civil Code of the

Russian Federation. In particular, the loss of funds on the wallet can occur if third parties obtain an access code to the wallet without the consent of the Owner, or in the event of a technical error of the program that ensures the wallet operation. Risks relating to direct access to the wallet are assigned to the owners of such wallets, which can be regarded as an analogy with article 211 of the Civil Code of the Russian Federation. Thus, we can conclude that with respect to armacoins the powers of the owner are exercised with restrictions, by analogy with the way they are exercised in relation to another intangible object of civil law - uncertificated securities. In the Resolution of the Plenum of the Supreme Court of the Russian Federation of December 17, 2015 N 56 Moscow "On judicial practice in cases of extortion (Article 163 of the Criminal Code of the Russian Federation)" non-documentary securities can be considered as an object of a crime against property, while due to the intangible nature of non-documentary securities, there are a number of restrictions on the exercise of the powers of the owner with respect to them in the sense of Article 209 of the Civil Code of the Russian Federation. One embodiment of the transmission time armacoin and - that is, the transfer of ownership rights in the sense in which it can be exercised in relation to intangible objects - is its transfer under the User Agreement, which allows users to use the Platform for storing, transferring and using armacoins, including for the purposes of the Loyalty Program. Such an agreement has in its content a similarity with the storage agreement with respect to material things (Chapter 47 of the Civil Code of the Russian Federation), and for its implementation it is necessary to perform the corresponding operation through an electronic wallet.

2) Gift certificate: In addition to the opportunity to buy armacoins, they can be exchanged for goods, services and work in partner stores. In this regard, armacoins act as gift certificates. Certificates are not mentioned in the law, and in judicial practice and in the doctrine there is no unequivocal opinion regarding their legal nature. First, the position of considering gift certificates as an advance payment (clause 3 of article 380 of the Civil Code of the Russian Federation) regarding the future contract received the greatest support in judicial practice (Determination of the Supreme Court of the Russian Federation of 13.10.2015 N 57-KG15-7; Determination of the Supreme Court Of the Russian Federation dated 11/21/2014 in case N 305-KF14-1498, A40-65470 / 2013; Decree of the Arbitration Court of the East-Siberian District dated 10.21.2016 N F025373 / 2016 in case N A194622 / 2016). However, it may be difficult to consider armacoins as an advance force in the market price volatility armacoin and regardless of the will of individual parties, which is not typical for the advance. Secondly, armacoins acting like a gift certificate can be regarded as an analogue of things, the main quality of which is recognized by the partners the opportunity to exchange their products for a partner. Such legal independence of the legal nature armacoins confirms that the term "action" armacoins as gift certificates, as opposed to, for example, the gift cards do not expire. This position is reflected in judicial practice (Resolution of the Federal Arbitration Court of the Moscow District of February 15, 2006 No. KA-A40 / 97-06 in case No. A40-21676 / 05-127-183). Considering the intangible nature of armacoins, they can be considered as property rights to a certain volume of the Partners' goods, depending on market processes. The qualification of gift certificates as property rights is also reflected in court practice (Resolution of the Federal Antimonopoly Service of the East Siberian District of February 14, 2014 in case No. A19-4871 / 2013), and is more beneficial for partners, since the gratuitous transfer of property rights to VAT is not charged. Thirdly, st.409 of the Civil Code of the Russian Federation is the most appropriately applicable rule of law for a biokin performing the role of a gift certificate. According to this article, the Client's obligation to pay for the goods to the Partner with the consent of both parties can be terminated by the provision of compensation, i.e. a certain amount of armacoins, when applying Art.409 of the Civil Code of the Russian Federation acting in the role of "other property", as mentioned above.

lii. The armacoin is not: 1) Cash: The impossibility of attributing armacoin and to cash (cash and non-cash), due to the fact that he is not a "legal tender" in accordance with st.140 Civil Code, as well as the monetary value ( foreign currency or foreign securities) in accordance with Art. 141 of the Civil Code of the Russian Federation and Article 1 of the Federal Law "On Currency Regulation and Currency Control". 2) Securities: Armacoin also can not be attributed to non-documentary securities, the legal status of which is fixed by Chapter 7 of the Civil Code of the Russian Federation, Federal Law "On the Securities Market", due to the fact that non-documentary securities can only be "obligations and other rights that are fixed in the decision to issue or other act of the person issuing the securities in accordance with the requirements of the law, and the exercise and transfer of which are possible only with the observance of the accounting rules for these rights ", while at the time of the release of the tokens they are not attached to concrete obligations e or other rights are not carried out their registration. Rights and obligations of the owners of tokens " armacoin " "Follow from the provisions of the contract-offer on their purchase or purchase, as well as from the content of the user agreement. For the same reason, and also due to their immateriality Armacoin s can not be attributed to the documentary securities. 3) Object of intellectual rights: Armacoin is not a result of intellectual activity or a means of individualization, since the entry in the blockchain does not constitute a result of human intellectual activity. The legal nature of intellectual property as a result of intellectual activity, in accordance with Art. 1228 of the Civil Code of the Russian Federation, is inseparable from the personality of the author, by whose creative labor such result is created.

Analysis of legal status armacoin s in accordance with US law, Singapore and Japan. Armacoin s contain signs token certificates , as certify the right of the owner to tangible assets, which will provide a digital token . The emitted armacoins do not have signs of shares, since they do not grant holders the right to a share in Limerence LLC , and also do not provide holders with rights to receive dividends and participate in company decisions, for example, in voting on investment proposals of companies. Further, the provisions of acts of recommendatory nature in the field of determining the legal status were analyzed. Tokens in jurisdictions such as the United States, Japan, and Singapore. According to the results of the study, there were no signs of tokens in armacoin but . This conclusion is substantiated as follows: USA: there is no official consolidation of the legal status of the token in normative legal acts. In the US, the so-called Howey test is applicable to the definition of the legal nature of tokens - the criteria set forth in SEC v . The WJ Howey Co . ( Howey ) 1. In the Report on The DAO2, the US Securities and Exchange Commission (SEC) concluded that these criteria are standard to determine the legal nature of the token and apply to

1 "Securities and Exchange Commission v. W. J. Howie Co. " judicial precedent in 1946, in which court practice tried to answer the question whether or not an investment contract is a security; The Supreme Court proposed criteria (tests) to recognize investment contracts falling under the concept of "security" for the purposes of the Securities Act, 1933 (Financial Markets: New English-Russian Explanatory Dictionary // Economic School, 2004 ) Case materials on the website of the US Supreme Court: <https://supreme.justia.com/cases/federal/us/328/293/case.html> 2 Report of the US Securities and Exchange Commission on the case of The DAO dated July 25, 2017 .: <https://www.sec.gov/litigation/investreport/34-81207.pdf> for specific facts and characteristics token . By a combination of factors, it is possible to understand with a high degree of probability whether a token is a security. After analyzing the legal nature armacoin s for eligibility test Howey , it should be noted that armacoins issued by OOO " Limerence " are not tokens, shares , since: - firstly, there is no fact of the investment at acquisition armacoinov ; - secondly, the persons acquiring armacoins do not invest in the capital of LLC " Limerence "; - thirdly, holders of armacoins the right to receive profit as a result of the business activity of LLC Limerence is not granted . Consequently, the release armacoin s in

accordance with the SEC's position is not the norms of the Law "On securities", ed. 1933 and the Law on Securities and Exchange, ed. 1934, which regulate the status and issue of securities in the United States. Singapore: the formalization of the legal status of the token in the regulatory legal acts is absent. On August 1, 2017, the Singapore Monetary Authority (MAS) voiced its position on the primary placement of digital tokens in Singapore. So, the primary issues of tokens will be regulated by MAS if the digital assets issued fall within the definition of financial products contained in the Singapore Securities and Futures Act ( Securities and Futures Act ( issued 10/1/2002, with the latest changes on 06/15/2016). As shown by the analysis, legal structure armacoin and does not contain the features of digital tokens that contain the features of the shares in accordance with the Law "On stocks and futures," so it does not provide holders of property rights and rights to participate in the distribution of profits. Consequently, the turnover armacoin s in accordance with the MAS position would not be governed by the Law "On stocks and futures," if armacoiny were issued in the territory of Singapore.

FYI: Singapore MAS recognizes that the categories of tokens produced can vary in their legal nature. Thus, MAS is open to negotiations with companies engaged in the initial production of tokens , the nature of which contains the features of “ utility-token ”, for example, contain characteristics of “ usage ” or “ app ” that differ from the characteristics of tokens-stocks or tokens-debt securities . Therefore, if you properly build the legal nature of tokens as utility (denoting that they do not grant any rights to the requirements of the holders, limited only by the right to use the software being developed), they are not applicable to their release and further regulation. Japan: the formalization of the legal status of the token in the regulatory legal acts is absent. Japan's Financial Regulator (FSA) in 2017 published recommendations on the risks associated with conducting an ICO, and the agency determined that different categories of tokens are governed by different legal norms depending on their legal nature. There is no unified regulatory act regulating the status of tokens and ICOs at the moment in Japan. So, Tokens can be regulated either by the Law “On Payment Systems” ( Payment Services Act ) or the Law “On Financial Instruments and Exchanges” ( Financial Instruments and Exchange Act ) depending on their legal nature. If tokens contain signs of investment, they will eventually be recognized by the Financial Regulator as token shares , which would entail the risk of applying the provisions of the Law “On Financial Instruments and Exchanges” to their regulation. Armacoins , on the contrary, do not involve investment, therefore, do not contain signs of shares in accordance with the explanations of the FSA.

## 5) Rights and obligations of the parties. Guarantees of the rights of the parties

### 1. Public offer for the sale of armacoin s

To purchase armacoin s, the Buyer is obliged to pay for this product by 100% prepayment: The need for prepayment is due to the technological and legal nature of the product being purchased - being transferred to the Buyer, armacoins cannot be returned by the Company on their own. This contract refers to the number of real, because by its terms, it is concluded from the "pay the agreed amount of the Company and the Purchaser armacoin s ". Therefore, after the Buyer wishes to purchase this product, the Company does not have any rights with respect to the Buyer, since contract between them is not yet concluded. Advance payment of armacoin s under this contract is governed by art.487 of the Civil Code. According to claims 3 st.487 Civil Code, the Buyer has paid armacoin s , but do not get them, the right to require the Company to "transfer the paid goods or refund the amount of the advance payment for the goods is not transferred to the seller." In addition, according to paragraph 4 of article 477 of the Civil Code of the Russian Federation, the Buyer will also receive the right to demand from the Company payment of interest on the amount paid. The Company must receive payment transfer to the

Buyer the goods agreed by the parties: Since the Treaty term transfer is not defined armacoin s Buyer, in this respect acts st.457 Civil Code, which refers to st.314 Civil Code. On the basis of this article, the obligation to transfer the Company armacoin s must be executed within seven days from the date of the Buyer's submission of the request for its execution. If the Purchaser to provide payment for the sum less than the price agreed by the parties armacoin s to this situation will be used to claim 2 Article 328 of the Civil Code, according to which the Company is entitled to suspend the transfer of armacoinov Buyer or refuse to transfer the outstanding amount of Biocon .

## 2. The public offer to acquire armacoin s

This contract is unnamed, because One of its objects are cryptocurrency units , the status of which is not defined in civil law. Nevertheless, to this agreement, the norms of the Civil Code gl.31 governing barter transactions as armacoin s and unit cryptocurrency here act as exchanged for each other equivalent products. The acquirer is obliged to transfer the Company's units cryptocurrency , and the Company is obliged to transfer to the Purchaser armacoin s in an amount equal to the value of the processed units cryptocurrency : Like the previous agreement, this agreement is real and is concluded with the transfer of the Purchaser cryptocurrency of the Company. Until the transfer of cryptocurrency contractual relations between the parties are not established, and the contract is not concluded. Based on st.569 Civil Code, to the parties to exchange armacoin s on cryptocurrency the rules of counter-fulfillment of obligations (Article 328 of the Civil Code). According to clause 2 of article 322 of the Civil Code of the Russian Federation, the Purchaser who transferred cryptocurrency units , but did not receive armacoins , has the right to demand damages from the Company. By the same paragraph, the Company has received a unit cryptocurrency an amount less than the value of a specified number of parties armacoin s will be entitled to suspend the transfer of armacoins to the Purchaser or transfer armacoins to the Purchaser for a value equal to the value of the actually transferred cryptocurrency units . Since the Treaty not determined transmission period armacoin s Acquirer, in this respect, on the basis of claim 2 st.567 CC RF acts st.457 CC RF, refers to st.314 CC RF, based on which the obligation to transfer Company armacoinov shall be executed within seven days from the date of the presentation by the Acquirer of the request for its execution.

## 3. User agreement of the Armacoin loyalty system

Terms of loyalty system " Armacoin " is an unnamed contract concluded on the basis of claim 2 C t.421 Civil Code, to the relationship from which on the basis of claim 5 Resolution of the Plenum "On freedom of contract and its limits," the law does not apply, governing action stipulated in it contractual designs. The user agreement of the Armacoin loyalty system includes the provisions of the license agreement (Article 1235 of the Civil Code of the Russian Federation). In accordance with the terms of the User Agreement and clause 2 of Article 1236 of the Civil Code of the Russian Federation, the Company grants to Users on the basis of a simple (non-exclusive) license the right to use computer programs that are part of the Armacoin Platform ". A simple license implies that the Company reserves the right to provide the above right to other persons, either on the basis of the User Agreement or under any other agreements. At the same time, on the basis of clause 1.1.1 of Article 1236 of the Civil Code of the Russian Federation and the terms of the User Agreement, the Company has the right to use the Armacoin Platform itself , acting at the same time as the User. The license granted under the User Agreement is open. In accordance with paragraph 1 of Art. 1286.1 of the Civil Code of the Russian Federation, all conditions of this license are available to an indefinite circle of persons due to their placement on the Company's official website, so that Users can familiarize themselves with them before using the Platform " Armacoin ". The User Agreement provides that the commencement of the use of

the Armacoin Platform is considered an acceptance of the User Agreement. Therefore, the written form of the contract is considered to be complied with. In accordance with paragraph 3 of Art. 1286.1 of the Civil Code of the Russian Federation, an open license provided under the User Agreement is free of charge. Since the validity period of the open license is not specified in the User Agreement, the agreement is concluded for the entire duration of the Company's exclusive right to the Armacoin Platform . According to clause 2 of article 1237 of the Civil Code of the Russian Federation, the Company is obliged to refrain from any actions that may impede the exercise by Users of the right to use the Platform " Armacoin " Within the limits set by the User Agreement. According to clause 3 of Article 1237 of the Civil Code of the Russian Federation, the use of the Armacoin Platform in a manner not provided for by the User Agreement, either upon termination of this agreement, or otherwise beyond the rights granted to the licensee under the User Agreement, entails civil law (incl. h. under Art. 1253 and Art. 1301 of the Civil Code of the Russian Federation), administrative (Art. 7.12. of the Administrative Code of the Russian Federation) and criminal (Art. 146 of the Criminal Code of the Russian Federation) for violating the exclusive right to the Armacoin Platform . By virtue of Art. 1238 of the Civil Code of the Russian Federation and the absence in the User Agreement or anywhere else of the Company's written consent to the conclusion by Users of sublicense agreements, Users are not entitled to enter into sublicensing agreements regarding the use of the Armacoin Platform .

#### 4. Loyalty Program Rules " Armacoin "

The bonus program " Arma C oin " is an incentive campaign, the participants of which do not have obligations to each other. This bonus program is not considered as an agreement between the parties, since it does not imply the obligation of the Customer to pay for promotional goods or services. Thus, according to this promotion, the client only has the right and no obligations arise. Similarly, the Company also does not incur obligations, since the campaign for the issuance of promotional products is an advertising campaign of the Company and Partners conducted exclusively on their initiative in order to encourage customers who comply with the rules of the Armacoin Loyalty Program . These provisions are confirmed by court practice (in particular, court rulings in the case of Aeroflot OJSC: Definition of the Moscow City Court of September 20, 2011 in case No. 3329870, of November 16, 2011 in Case No. 33-36594; Definition of the Moscow City Court of 02.03.2012 in case No. 33-149, Definition of the Moscow City Court of September 20, 2011 in case No. 33-29870).

#### 5) Final provisions

The contractual component of the Project, namely, the offer agreements, the User Agreement and the Loyalty Program, are recognized as conforming to the norms of Russian law. In particular, the norms of C t.421, Art. 1235, chapters 30, 31, 39 and other provisions of the Civil Code of the Russian Federation, Chapters 21 and 23 of the Tax Code of the Russian Federation, Code of Administrative Offenses of the Russian Federation, Federal Law "On Protection of Competition" dated July 26, 2006 No. 135-Φ3, Federal Law 07.08.2001 No. 115 -FZ "On countering the legalization (laundering) of criminally obtained incomes and financing

of terrorism ", Federal Law of 22.04.1996 No. 39-FZ" On the Securities Market ", Federal Law of 08.02.1998 No. 14-Φ3" On Limited Liability Companies ", Federal Law of 10.12.2003 N 173-Φ3" O currency regulation and currency control "and other laws and sub-legal regulatory acts of the Russian Federation, as well as conclusions of judicial practice applicable to legal relations arising in the framework of the Project. To strengthen its legal basis for the Project, the following risks should be considered:

## Disposable risks

1) Consumer risks Consumer risks are excluded, since the company, according to the terms of the User Agreement, provides access to the services of the platform and the use of its services for free ( P. 7 WP: "We donate to Armacoin platform for free "). Therefore, in relation to the use of the BIO platform, it is impossible to apply the provisions of the Federal Law "On Consumer Rights Protection" No. 171-ФЗ. Consumer protection legislation regulates the relations arising from compensated contracts, therefore the relations of the parties are not regulated by the Federal Law "On Protection of Consumer Rights" of December 21, 2004 No. 171-ФЗ, if a gratuitous civil contract is concluded between the parties. In this case, the User and the Armacoin Platform User Agreement is concluded between the Company and the Users . It is necessary to pay attention to the Resolution of the Plenum of the Supreme Court of the Russian Federation dated 28.06.2012 No. 17 "On the consideration by courts of civil cases in disputes on consumer protection", which states: "... c) by work should be understood action (set of actions), having a materially expressed result and performed by the contractor in the interests and according to the order of the consumer on a paid contractual basis; d) a service should be understood as an action (set of actions) performed by the performer in the interests and upon the order of the consumer for the purposes for which this type of service is usually used, or meeting the objectives of which the performer was put in consumer awareness at the conclusion of a paid agreement; Therefore, the provisions of the Federal Law "On Protection of Consumers" No. 171 do not apply to gratuitous relations (including the services for using the platform provided by the company). Nevertheless, the provisions of the Federal Law "On Consumer Rights Protection" № 171-FZ to be applied to legal relations connected with realization of production units Partners partially or totally for the money, as well as the acquisition and use of armacoin s the Company for cash.

2) The risk of unpunished violation of the company's policies and rules by users of the platform. It is necessary to avoid a situation in which Users manage to violate the User Agreement concluded with the Company, which may entail adverse consequences both for the Company and for other participants of the Platform.

Recommendations: As an additional guarantee of rights, the Company should consider creating the function of prohibiting the use of the Platform and removing violators from among the Users as a sanction if they violate the rules set forth in the User Agreement.

3) Taxation: The Company cautions the participants of the Platform and purchasers armacoin s possible tax consequences in countries whose residents they are, thereby relieving themselves of the risk of claims against the Company, as participants, while agreeing to the terms of the Company, assume the tax liability.

## Unrecoverable risks

1) The volatility of the price of digital assets and the change in the price of tokens in the course Pre-ICO and ICO armacoiny sold at a fixed price, a certain Limerence . Subsequently, after the ICO and to achieve the release limit armacoin s on the market, the price of tokens presumably will increase, but this fact can not be guaranteed. Price change armacoin s due to the fact that the appeal of this asset will take place outside the framework of the Loyalty Program. Accordingly, the demand for it is not formed by Limerence LLC. ", But by external factors independent of the Company. Therefore, the Company cannot be held responsible for changes in the price of a digital asset. Recommendations: It should be a warning purchasers armacoin s about the possibility of price fluctuation depending on different factors. The company must inform the owners armacoin s that the company does not affect the formation of the



market price of a digital asset " Armacoin ", to clarify the mechanism of price formation armacoina , and display the price armacoina online. Buying armacoin , the buyer agrees that the Company does not affect the price of a digital asset, and assumes all the risks associated with changes in its price, the Company also needs to be warned that the Company is not responsible for the sale and purchase of armacoin not purchased directly the company or its partners, participants of the loyalty program.

2) Jurisdictional risks Due to the uncertainty of the legal framework for regulating ICO and projects based on distributed registry technology, there is a possibility of prohibiting the use of distributed registry technology a ( or) digital assets, such as armacoin , in countries in which the Company operates or which it plans to expand areas of action. Recommendations: It is necessary to warn users who are residents of countries where the use of distributed registry technology, cryptocurrency or ICO is prohibited , about possible risks. Thus, the Company disclaims any liability for loss of use of the Platform and armacoin s in countries whose residents are prohibited from using distributed registry technology, cryptocurrency or ICO.

3) Hacker attacks, vulnerabilities in the platform or technological failures As a result of a hacker attack, vulnerabilities in the Platform code or as a result of technological (software) failure, the Platform participants may suffer damage (loss of access to the E-wallet, loss of funds). Recommendations: The company should exercise due diligence in the security issues of the Platform and apply protective measures and troubleshooting tools in a timely manner. However, the Company should not take risks for events that occurred through no fault of their own.